

Indian River County District School Board

Business Meeting Agenda

July 21, 2011 at 6:00 p.m.

It is hereby advised that if a person decided to appeal any decision made by the Board with respect to any matter considered at this meeting, he/she will need to ensure that a verbatim record is made which includes the testimony and evidence upon which the appeal is to be made.

I Call Meeting to Order – Chairman McCain

(Announcement: Please turn off all cell phones. Cell phones, even when set to a silent mode, can cause loud disturbances within the rooms audio enhancement system.)

II. INVOCATION

III. PLEDGE OF ALLEGIANCE TO THE FLAG

IV. ADOPTION OF AGENDA

V. PRESENTATIONS

No presentations

VI. CITIZEN INPUT

VII. CONSENT AGENDA

A. Approval of Minutes – Dr. Adams

1. Regular Business Meeting held 5/10/2011
 2. Final Legislative Report Workshop held 5/17/2011
 3. Round Table Discussion held 5/17/2011
 4. Special Meeting held 5/19/2011
 5. Information Session held 5/24/2011
 6. Information Session with Brown held 5/24/2011
 7. Regular Business Meeting held 5/24/2011
 8. Round Table Discussion held 6/14/2011
 9. Regular Business Meeting held 6/14/2011
 10. SCERMP Workshop held 6/21/2011
 11. FSBIT Workshop held 6/21/2011
 12. Special Meeting held 6/21/2011
 13. 2011-12 Budget Millage Workshop held 6/28/2011
 14. Five Year Capital Workshop held 6/28/2011
 15. Regular Business Meeting held 6/28/2011
 16. Information Session held 6/30/2011
 17. Board Members' Districts Discussion held 6/30/2011
- Superintendent recommends approval.

B. Approval of Personnel Recommendations – Mrs. Lannon

Attached is a list of personnel recommendations, which includes personnel additions, terminations, and/or changes. Superintendent recommends approval.

C. Approval of Budget Amendments – Mr. Morrison

This request is for approval of the following budget amendments for fiscal year ending June 30, 2011:

Amendment #2 – Debt Service

Superintendent recommends approval.

D. Approval of Donations – Mr. Morrison

1. Beachland Elementary received a donation of seven (7) radios (Motorola BPR-40 Radios) valued at \$1,470 from the Beachland Elementary PTA. These radios will be used to support the Beachland Elementary grade levels in daily communication needs.
2. Wabasso School received a donation in the amount of \$1,700 from the Fraternal Order of Eagles, Aerie & Auxiliary #4374. The funds are to be utilized for student needs, as approved by the principal.
3. Sebastian River High School received a donation in the amount of \$1,500 from the Lions Foundation of Fellsmere, Inc. The funds will be utilized for the Sebastian River High School rugby team. A donation in the amount of \$1,000 was received from Florida Law Enforcement Games. The funds will be used for the boys' and girls' track team.

Superintendent recommends approval.

E. Approval of Contract Renewals with Childcare Providers – Dr. Adams

The contracts outline the respective responsibilities of the School District and local childcare providers to continue services to children of teen parents participating in the District's Teen Parent Program. According to State mandates, School Districts are required to provide childcare services to the children of teen parents participating in this dropout prevention program. Indian River County utilizes several local centers for this purpose. Currently under this proposal are the following childcare providers: Bright Beginnings and Ross Small World Childcare. Cost to the District is offset by the FTE earned by the program. Superintendent recommends approval.

F. Approval of Multi-District Program Agreement St. Lucie/Indian River County 2011-2012 School Year – Dr. Adams

Attached are two, multi-district, program agreements for the 2011-2012 school year with St. Lucie County School District. St. Lucie County serves our elementary hearing impaired students. St. Lucie County collects the FTE for each student served. Only one Indian River County student currently attends school in St. Lucie County under this contact. Superintendent recommends approval.

G. Approval of Statewide Voluntary Prekindergarten Provider Agreement Renewal with Early Learning Coalition- Dr. Adams

This statewide agreement and addendum outlines the agreement between the School District and the Early Learning Coalition of Indian River, Martin, and Okeechobee Counties, Inc. This standard State contract is for the school year 2011-2012. The School District of Indian River County will deliver Voluntary Prekindergarten services during the school year to 145 four-year-old-children at 4 school sites, which are Dodgertown Elementary, Fellsmere Elementary, Pelican Island Elementary, and Thompson Lifelong Learning Center in a total of 9 classrooms. Superintendent recommends approval.

H. Approval of Statewide Voluntary Prekindergarten Provider Addendum Renewal with Early Learning Coalition- Dr. Adams

This statewide addendum outlines the agreement between the School District and the Early Learning Coalition of Indian River, Martin, and Okeechobee Counties, Inc. This standard state addendum is for the school year 2010-2011. This addendum is an extension of the State's pilot program which allows for the School District of Indian River County staff to conduct the application process for a Certificate of Eligibility, on behalf of the Early Learning Coalition of Indian River, Martin, and Okeechobee Counties, Inc., for School District of Indian River County enrolled Voluntary Pre-K students. A Certificate of Eligibility is required by the State for every child participating in a Voluntary Pre-K Program. Superintendent recommends approval.

I. Approval of Title I, Part A - Improving the Academic Achievement of the Disadvantaged – Dr. Adams

Title I, Part A, is intended to help ensure that all children have the opportunity to obtain a high-quality education and to reach proficiency on challenging State academic standards and assessments. As the largest federal program supporting elementary and secondary education, Title I targets these resources to the Districts and schools where the needs are greatest. FY 2011-12 Allocation: \$4,312,746.00 (includes \$701,562.00 CHOICE/SES required set-aside). Superintendent recommends approval.

J. Approval of Title II, Part A, Teacher and Principal Training and Recruiting Fund – Dr. Adams

Local Educational Agencies (LEAs) and schools are held accountable for improvements in student academic achievement. Projects are intended to increase student academic achievement through strategies such as improving teacher and principal quality; and increasing the number of highly qualified teachers in the classroom and highly qualified principals and assistant principals in schools. FY 2011-12 Allocation \$731,285.00. Superintendent recommends approval.

K. Approval of 21st Century Community Learning Centers (CCLC) Request for Application (RFA) 2011-2012 - Dr. Adams

The School District of Indian River County's 21st (CCLC) proposal is submitted in partnership with the Mardy Fish Foundation and other community agencies. The purpose of the project is to continue 21st CCLC programs that provide at-risk students with opportunities for academic enrichment, personal enrichment, and other activities designed to complement the students' regular academic program at Pelican Island Elementary and Glendale Elementary Schools. The project will also engage adult family members of actively participating students, through educational and personal development opportunities. The project will enhance the District's efforts to provide quality educational programs to our students. 2011-12 21st CCLC Allocation: \$428,342. Superintendent recommends approval.

L. Approval of Students Leaving Indian River County Schools – Dr. Adams

Parents reside in Indian River County and are requesting permission for their children to attend schools in Brevard County (1) and St. Lucie County (2). Superintendent recommends approval.

M. Approval of Out of County Student Admissions – Dr. Adams

Parents have requested permission for their children to attend schools in Indian River County. The approved out-of-county requests signed by the Principals of the requested schools and release letters from the students' home counties are attached. Of the six students, four are currently attending schools in the District. Two are children of employees. There are two new students who reside in Micco. Superintendent recommends approval.

N. Approval of Agreement with Indian River Memorial Hospital Inc. - Dr. Adams

This agreement reflects a cooperative spirit between this health institution and the School District in delivering clinical experiences to our students enrolled in the Nursing Programs. There is no cost to the District. Superintendent recommends approval.

O. Approval to Accept the Charter School Review Report – Mr. Morrison

Pursuant to the School Board of Indian River County's approved 2010/11 Audit Plan RSM McGladrey, Inc., Internal Auditors conducted a review for the five (5) District sponsored Charter Schools. On June 8, 2011, the Audit Committee met to review and approve the Charter School Review Report. Attached is a copy of the report containing the auditor's findings and recommendations. Superintendent recommends approval.

VIII. ACTION AGENDA

A. Approval of the Temperature Control Maintenance Agreement with Roth Southeast - Mr. Morrison

Approval is recommended for the Annual Temperature Control Maintenance Agreement between the School District of Indian River County and Roth Southeast. This Agreement is for the Monitoring and Maintenance Services of the Andover Controls Building Automation System (“**ACBAS**”) installed and located at twenty-four (24) locations as listed in attachment “A” of this Agreement. The annual cost of these services will be in the amount of \$207,472.00. Superintendent recommends approval.

B. Approval of the Race to the Top, Local Instructional Improvement System Allocations 2011-2013 – Dr. Adams

The School District of Indian River County has been allocated \$105,720.61 through the Race to the Top (RTTT) Local Instructional Improvement System Grant. The funds must be encumbered on or before December 31, 2013. These grants are to help small and rural Districts cover the purchase, installation, and training cost associated with meeting the minimum standards for a local instructional improvement system. The School District of Indian River County will utilize the funds to pay for eSembler Annual Support cost and services provided through Performance Matters, Inc. Superintendent recommends approval.

IX. SUPERINTENDENT’S REPORT

X. DISCUSSION
No discussion items

XI. SCHOOL BOARD MEMBER MATTERS – Chairman McCain

XII. INFORMATION AGENDA
No information items

XIII. SUPERINTENDENT’S CLOSING

XIV. ADJOURNMENT – Chairman McCain

Anyone who needs a special accommodation for this meeting/workshop may contact the School District’s American Disabilities Act Coordinator, at 564-3060 (TTY 564-8507) at least 48 hours in advance of meeting. NOTE: Changes and amendments to the agenda can occur 72 hours prior to the meeting. All business meetings will be held in the Teacher Education Center (TEC) located in the District Central Offices at 1990 25th Street, Vero Beach, unless otherwise specified. Meetings may broadcast live on Comcast Ch. 28 and may be replayed on Wednesday’s and Friday’s at 7 p.m. and on Saturday’s at 9 a.m. The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

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The Indian River County District School Board met on Tuesday, May 10, 2011, at 6:00 p.m. The business meeting was held in the Teacher Education Center located at the Central Administrative Offices, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Matthew McCain, Vice Chairman Carol Johnson, and Board Members: Karen Disney-Brombach and Jeffrey Pegler. Superintendent Harry J. La Cava, Ed.D., and School Board Attorney Usher "Larry" Brown were also present. Board Member, Claudia Jiménez, was absent.

Note: Ms. Jiménez was absent due to a death in the family.

- I. Called Meeting to Order – Chairman McCain
- II. Invocation was given by Deacon Dave Hankle, St. Helen's Catholic Church.
- III. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS
BY: Vero Beach High School's Air Force Junior ROTC under the direction of Wade E. Dues, Chief Master Sergeant (Ret), USAF
- IV. ADOPTION OF AGENDA
Mrs. Johnson moved approval of the Orders of the Day. Mr. Pegler seconded the motion. Mrs. Disney-Brombach amended the motion to move Consent A to follow the Consent Agenda for discussion. Mrs. Johnson seconded the motion and it carried unanimously, with a 4-0 vote.
- V. PRESENTATIONS
A. Impact 100 Award to The Learning Alliance/SDIRC Partnership – Dr. La Cava
Sue Tompkins, President of Impact 100, said that with the collaboration of The Learning Alliance, they were able to obtain a grant for Reading Readiness in K-3 grades in the amount of \$100,000. Impact 100 presented a Plaque to The Learning Alliance, a Community Partner with School District of Indian River County.
- VI. CITIZEN INPUT
Leroy Hiers requested to speak on Consent Agenda A.
Dr. Harry Hurst requested to speak on meeting of the Board.
Luke Flynt requested to speak on the budget.
- VII. CONSENT AGENDA
Mrs. Disney-Brombach moved approval of the Consent Agenda, with the removal of Consent A. Mrs. Johnson seconded the motion and it carried unanimously, with a 4-0 vote.

- A. Approval of Hearing Officer's Recommendation – Dr. La Cava**
(Moved to follow the Consent Agenda)
- B. Approval of Minutes – Dr. La Cava**
1. Unified Dress Code Discussion held 3/24/2011
Superintendent recommended approval.
- C. Approval of Personnel Recommendations – Ms. Roberts**
Attached was a list of personnel recommendations, which included personnel additions, terminations, and/or changes. Also included were personnel recommendations for the 2010-2011 Summer School Programs and the 2011/12 personnel reappointments for instructional staff. Superintendent recommended approval.
- D. Approval of Donations – Mr. Morrison**
Beachland Elementary School received a donation in the amount of \$4,013 from the Beachland Elementary PTA. Proceeds were to be utilized for the Beachland Elementary Media Center (\$3,300) and classroom general needs for the 2011-2012 school year (\$713). Superintendent recommended approval.
- E. Approval to Dispose of Surplus Property – Mr. Morrison**
This request was for approval to dispose of surplus property in accordance with Florida Statutes 274.05 and 274.06. The attached lists represented property to be deleted from various inventories and/or for items that have been declared surplus. After Board approval, property would be recycled and/or auctioned. Auction list also included a 2005 Ford F350 Dually which was involved in a single car, rollover accident. The vehicle had been replaced by District insurance and the vehicle would be sold for the scrap value. Superintendent recommended approval.
- F. Approval of the 2011-2012 Transportation Service Agreement with the First United Methodist Church (FUMC) - Mr. Degutis**
Attached was the 2011-2012 Transportation Agreement with the First United Methodist Church. This agreement would provide transportation services for their 2011 summer program. There would be no cost to the School District. Superintendent recommended approval.
- G. Approval of the 2011-2012 Transportation Service Agreement with the Environmental Learning Center (ELC) - Mr. Degutis**
Attached was the 2011-2012 Transportation Agreement with the Environmental Learning Center (ELC). This agreement would provide transportation for a one-year period from July 1, 2011, to June 30, 2012; and would allow the ELC to use the School District's Transportation Services from designated pick-up locations to sites in Indian River County Environmental Learning Center sponsored programs. No cost to the District. Superintendent recommended approval.

H. Approval of the 2011-2012 Transportation Service Agreement with the Dasie Bridgewater Hope Center, Inc (DHC) - Mr. Degutis

Attached was the 2011-2012 Transportation Agreement with the Dasie Bridgewater Hope Center (DHC). This agreement would provide transportation for a one-year period from July 1, 2011, to June 30, 2012, and would allow the DHC to use the School District's Transportation Services from designated pick-up locations to sites in Indian River County for Dasie Bridgewater Hope Center sponsored programs. No cost to the District. Superintendent recommended approval.

I. Approval of Contract with School Board of Seminole County to provide Reimbursement Services for "School Match" Medicaid Administrative Claiming Program – Dr. Adams

The attached contract would provide Medicaid reimbursement services through the Administrative Claiming portion of the "Medicaid School Match" Program. The School Board of Seminole County had been successfully participating as the lead billing agent for a consortium of 52 Florida Counties in the Administrative Claiming portion of this Medicaid Program since October 2001. The Agreement shall commence on July 1, 2011, and conclude on June 30, 2012. Estimated cost: \$1,586.58 which was \$17,216.00 less than the previous contract with Maximus, Inc. Superintendent recommended approval.

Item moved from Consent Agenda:

A. Approval of Hearing Officer's Recommendations – Dr. La Cava

It was recommended that the District School Board accept the Hearing Officer's Findings of Fact, Conclusions of Law, and recommendations in regard to Hearing Numbers #11-26, #11-123, #11-122, and #11-125. Superintendent recommended approval.

Mrs. Johnson moved approval of Hearing Officers' recommendations. Chairman McCain announced that the motion died for lack of a second. Mrs. Disney-Brombach moved approval to Table Consent A. Mr. Pegler seconded the motion. Mr. Brown explained that since the motion did not include a time certain, it was an assumption that it would be Tabled until the next business meeting.

Mr. Brown brought to the Board's attention that they needed to vote on Hearing Numbered #11-26, as it was unrelated to the other hearings. He said that the first action would be to move the Hearing from the Table. Mrs. Disney-Brombach made the motion to remove Hearing Numbered #11-26 from the Table. Mrs. Johnson seconded the motion and it carried unanimously, with a 4-0 vote. Mrs. Disney-Brombach moved approval of the recommendation for Hearing Numbered #11-26 as presented. Mrs. Johnson seconded the motion and it carried unanimously with a 4-0 vote.

VIII. ACTION AGENDA

A. Approval of Superintendent's 2011-2012 Budget Reduction Action Plan – Dr. La Cava

On May 3, 2011, the Superintendent's Budget Council presented to the Board the 2011-2012 Superintendent's Budget Reduction Action Plan, in order to address an estimated 7.38% shortfall in state and local funding which equates to approximately \$8.8M. This meeting was the final in a series which included seven work sessions with the Board to discuss and prepare for the upcoming fiscal year 2011-2012 estimated shortfall. The attached plan delineated a critical \$3.6M component of the Superintendent's overall strategy, in order to prepare for this estimated shortfall of state and local revenue. The action plan would be adjusted, either up or down, as the District continued through its regular budget development process. Superintendent recommended approval.

Mrs. Disney-Brombach moved approval of the Superintendent's 2011-2012 Budget Reduction Action Plan, with the removal of items #29, #33, #37, and #39; and to place these items on a list that also included a list of priority items to be restored as funding becomes available, to be determined by a workshop of the full Board prior to June 28, 2011. Chairman McCain announced that the motion died for lack of a second. Mrs. Johnson moved approval of the Superintendent's 2011-2012 Budget Reduction Action Plan, with the elimination of items #29, and #33, with a notation that item #39 would be determined once the Organization Chart was approved. Mrs. Disney-Brombach seconded the motion. Board Members discussed the motion. The motion carried unanimously, with a 4-0 vote.

B. Approval of Guaranteed Maximum Price for Sebastian High School (Part II) Freshman Learning Center Building Project, Proctor Construction Co. (2010-12) – Mr. Degutis

Approval was recommended for the Guaranteed Maximum Price (GMP) for the Sebastian High School (Part II) Freshman Learning Center Building Project (#2010-12) in the amount of \$6,875,052.98. This project would consist of the construction of a new Freshman Learning Center building to be constructed on the Sebastian River High School campus. The new building would contain nineteen (19) classrooms and four (4) science labs. Approval to award the contract to Proctor Construction Co. was Board approved on December 8, 2009, followed by Board Approval of the Construction Management at Risk (CMAR) Contract on February 8, 2011, that allowed for negotiations to begin. A negotiation meeting was held between the District's Negotiation Team and Proctor Construction Co. to establish this GMP and to negotiate the Contractor's Construction Phase Fee and Overhead and Profit to ensure the best value for the School District. The GMP did not include the Architect and Engineering fees or the Furniture, Fixtures, and Equipment

associated with this project. The District contracted directly with the design and engineering firm and their subcontractors. Furniture, Fixtures, and Equipment items were procured by the District with significant input from the school administrators and staff. As such, Architect and Engineering fees and FF&E were to be funded separately and were not included by the contractor in the GMP price. Superintendent recommended approval.

Mrs. Johnson moved approval of the Guaranteed Maximum Price for Sebastian High School (Part II) Freshman Learning Center Building Project, Proctor Construction Co. (2010-12). Mr. Pegler seconded the motion and it carried unanimously, with a 4-0 vote.

C. Approval of New Superintendent's Contract – Chairman McCain

The negotiated employment contract between Dr. Adams and the School District of Indian River County was available prior to the meeting. Mrs. Johnson moved approval of the employment contract as presented, with one change for clarification for disability insurance, if provided. Mr. Pegler seconded the motion. Board Members discussed the appointment and thanked Dr. La Cava for not accepting his bonus over the past four years. The Board voted unanimously in favor of the motion, with a 4-0 vote.

IX. SUPERINTENDENT'S REPORT

Dr. La Cava talked about the most recent student accomplishments.

X. DISCUSSION

No discussion items.

XI. SCHOOL BOARD MEMBER MATTERS – Chairman McCain

Mrs. Disney-Brombach talked about school accomplishments, including the event held at Indian River Charter High School.

Mrs. Johnson talked about school accomplishments and congratulated Dr. La Cava on his recognition from the Education Foundation.

Chairman McCain said that everybody knew that the budget cuts were not good. He stated that Board Members received a number of emails and that the emails were not being ignored.

XII. INFORMATION AGENDA

No information items.

XIII. SUPERINTENDENT'S CLOSING

XIV. ADJOURNMENT – Chairman McCain

With no further business, the meeting adjourned at approximately 7:00 p.m.

The Indian River County District School Board met on Tuesday, May 17, 2011, at 9:00 a.m. The workshop was held in the Teacher Education Center located at the Central Office, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Matthew McCain, Vice Chairman Carol Johnson, and Board Members: Karen Disney-Brombach, Claudia Jiménez, and Jeffrey Pegler. Superintendent Harry J. La Cava, Ed.D., was also present. School Board Attorney Usher "Larry" Brown was not present.

Review and Update of 2011-2012 Final Legislative Conference Report

Note: Chairman McCain was not present.

- I. Workshop was called to order by Vice Chairman Johnson.
- II. Purpose of the Workshop – Dr. La Cava
Dr. La Cava stated that the Governor's budget was currently sitting on his desk for him to sign. Dr. La Cava said that the Senate and House met and prepared the *FEFP and Categorical Program Allocations for Budget Year 2011-2012 contained in the Final Conference Report dated May 3, 2011, 4th Calculation*.
- III. Presentation – Mr. Morrison
Mr. Morrison said that the *Final Conference Report* was the Kickoff for the TRIM (Truth in Millage) calendar. He said that the 4th Calculation provided the building blocks for the District's 2011-2012 budget. Mr. Morrison said that the Base Student Allocation was set at \$3,479.22 per student. That figure represented a decrease of (\$144.54) per student, when compared to the 2010-2011 4th Calculation.

Note: Chairman McCain was present.

Final Conference Report - 4th Calculation

Mr. Morrison reviewed the *Base Student Allocation Nine-Year Trend Data*, the *2011-2012 FEFP Calculation* showing total State funding of \$28,231,439, *State Funding Versus Local Funding including Federal Funds 2008 through 2012*, *State Funding Versus Local Funding excluding Federal Funds 2008-2012*, and the *Total Proposed SDIRC FEFP Funding*. Mr. Morrison stated that the District would receive less funding, with more mandates. He said that last year the total State funding was \$33,000,000. Mr. Morrison said that the District was getting about the same funding as 2003-2004 fiscal year.

Loss of Revenue

Mr. Morrison said, in regard to the proposed SDIRC FEFP Funding (see page 10), that the Conference Report contained a funding decrease of (\$10,181,703); loss of IDEA Stimulus funds (\$2,027,034); loss of IDEA Targeted Stimulus funds (\$44,305); loss of Title 1 Stimulus funds (\$1,074,669); and Reserve estimates of cost increases, further declining in TAV, and expiration of one-time Edujobs

funding in fiscal 2012/13 of (\$4,729,518) for a total adjusted funds available deficit of (\$18,057,229).

Offsets for Revenue Loss

Mr. Morrison also reviewed the District's Offsets to the potential deficit that included an Estimate of FRS Savings of \$5,708,471; Carry forward of Edujobs/General Fund of \$3,293,634; Critical Needs Millage not Reflected in State Budget of \$3,473,955; Board Approved Budget Reductions from Superintendent's Budget Reduction Action Plan of \$3,631,596; Total Potential Funds Available to Offset Deficit of \$16,107,656 for a Total Adjusted Funds Available remaining deficit of (\$1,949,573). Mr. Morrison said that at this time there was no plan of action to reduce the District's proposed budget by (\$1,949,573) to balance the 2011-2012 District Budget.

Mr. Morrison gave the Summary on the 2011-2012 Conference Report. He also reviewed Important Highlights from the 2011-2012 Conforming Bill SB2120. He reviewed the Budget Calendar through adoption scheduled for Thursday, September 8, 2011. The next workshop would be held on Tuesday, June 28, 2011.

Mr. Morrison answered questions that were posed in regard to why the District could not redirect funds from Race to the Top Grant to help restore items in the Budget Reduction Action Plan. He gave a Summary of Positions Eliminated from 2008-2012. A total of 137.30 CWA positions, 132.20 IRCEA positions, 16.70 Professional Technical & Confidential Managerial positions were eliminated over four fiscal years. Overall total was 286.20 positions that equaled \$12,358,640 over four fiscal years. Mr. Morrison said that these figures did not include Administrative positions eliminated as part of successive reorganizations and direct eliminations.

- IV. Questions – Chairman McCain
Board Members were given an opportunity to ask questions and make suggestions.

With no further discussion, the workshop adjourned at approximately 10:02 a.m.

The Indian River County District School Board met on Tuesday, May 17, 2011, at 1:00 p.m. The discussion was held in the Teacher Education Center located at the Central Administrative Offices, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Matthew McCain, Vice Chairman Carol Johnson, and Board Members: Karen Disney-Brombach, Claudia Jiménez, and Jeffrey Pegler. Superintendent Harry J. La Cava, Ed.D., and School Board Attorney Usher "Larry" Brown were not present. Mr. Truesdell, Esq., attended for Mr. Brown.

Round Table Discussion

- I. Discussion was called to order by Chairman McCain.
Announcement: Mrs. Johnson stated that Mr. Pegler would be joining Mrs. Disney-Brombach and herself to attend the Medal of Merit Ceremony for high school students. The students were chosen and hosted by Congressman Posey in Melbourne, Florida, on this date, at 4:00 p.m. For that reason, the Round Table would end promptly at 2:30 p.m.

- II. Item Placed on Agenda by Board Corporate – Chairman McCain
 - A. 2011-2012 Administrative Organizational Chart**
Chairman McCain said that there was only one item listed. He said that today's chart presented by Dr. Adams had no changes from the last one presented on May 10, 2011. Chairman McCain asked Dr. Adams to describe the transition. Dr. Adams stated, first, that Dr. La Cava was not here today but said that he would allow her to put the recommendation forward. Mr. Truesdell spoke to the legality of the issue. Chairman McCain said that it would still be Dr. La Cava's recommendation because he was allowing this to be brought forward. Mr. McCain asked Ms. Stang to get the language from Mr. Brown so this can be placed on the Agenda today for May 24 business meeting.

Board discussion:
Board Members were given an opportunity to ask questions and make suggestions.

- III. Board Members Open Discussion – Chairman McCain
 - A. Ms. Jiménez**
 1. Ms. Jiménez said that she received a copy of the benefits (sick, vacation, etc.) and asked if the Board was interested in looking into it. Board Members agreed that they needed to address the issue of benefits and that it would be necessary to schedule a workshop.
 2. Ms. Jiménez talked about the significance of the free and reduced lunches and how community members need to realize the importance that poverty has on the community.

B. Mr. Pegler

1. Mr. Pegler talked about a new organization called "Community Foundations".
2. Mr. Pegler gave Board members a copy of his Form 8B, voting conflict from the April 12, 2011, business meeting.

C. Chairman McCain

Chairman McCain reminded the Board that graduations were coming up.

D. Mrs. Johnson

Mrs. Johnson talked about the Vero Beach Elementary Groundbreaking Ceremony today.

E. Mrs. Disney-Brombach

1. Mrs. Disney-Brombach talked about the Diabetes Task Force meeting she attended and asked if the Board felt it was necessary to create in policy, as it related to students, to hold Principals responsible for following through with the wellness program activities.
2. Mrs. Disney-Brombach talked about the ESA Bill and other funding Bills for next year. She thanked everyone for their phone calls, emails, and letters to State Representatives, Senators, etc.

IV. ADJOURNMENT – Chairman McCain

With no further business the meeting adjourned at approximately 2:17 p.m.

The Indian River County District School Board met on Tuesday, May 19, 2011, at 11:00 a.m. The special meeting was held in the Large Personnel Conference Room located at the Central Office, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Matthew McCain, Vice Chairman Carol Johnson, and Board Members: Karen Disney-Brombach, Claudia Jiménez, and Jeffrey Pegler. Superintendent Harry J. La Cava, Ed.D., School Board Attorney Usher "Larry" Brown and Melinda Gielow were also present.

CLOSED MEETING/STUDENT HEARINGS

- I. Meeting was called to order by Chairman Matthew McCain.
- II. Purpose of the Meeting – Mr. Brown, Esq.
Mr. Brown stated that the purpose of the meeting was for the Board to deliberate in the matter concerning student Hearing Officer's recommendations regarding case numbered #11-122, #11-123, and #11-125.
- III. Discussion – Mr. Brown, Esq.
Discussion was exempt from Sunshine per Chapter 1006/Deliberation of Student Discipline in a case that was heard as an expulsion matter.
- IV. Action Agenda – Chairman McCain
Mrs. Disney-Brombach moved approval to take the matter concerning Hearing Officer's recommendations in connection with cases numbered #11-122, #11-123, and #11-125 off the Table. (Tabled at the business meeting held 5/10/2011)
Mr. Pegler seconded the motion and it carried unanimously, with a 5-0 vote.

Mr. Pegler moved approval to accept the Findings of Fact and Conclusions of Law in the Hearing Officer's recommended orders in the cases involving hearings numbered #11-122 and #11-123 and would render final orders in accordance with the Hearing Officer's Findings and Recommendations. Mr. Pegler, further, moved to accept the Findings of Fact and Conclusions of Law in the Hearing Officer's recommended order in the case involving hearing #11-125 but substituted a different penalty. After reviewing the available record of the case, the Board modified the penalty to be stated in the final order. Mrs. Disney-Brombach seconded the motion and it carried unanimously with a 5-0 vote. Mr. Brown stated that the Board's recommendations in regard to the above cases would be placed on the next business meeting under Consent Agenda.

With no further business, the meeting adjourned at approximately 12:12 p.m.

Minutes of District School Board Information Session
Held 5/24/2011

The Indian River County District School Board met on Tuesday, May 24, 2011, at 9:30 a.m. The session was held at the Barefoot Café located at 2036 – 14th Avenue, #100, Vero Beach, Florida. School Board Members attending were: Chairman Matthew McCain, Vice Chairman Carol Johnson, and Board Members: Karen Disney-Brombach, Claudia Jiménez, and Jeffrey Pegler. Dr. Fran Adams, incoming Superintendent, and Peggy Poysell, Executive Assistant to the Superintendent, were also present. Mrs. Poysell took notes for Judy Stang, Executive Assistant to the Board.

Information Session Discussion

- I. Call Discussion to Order – Chairman McCain
- II. Purpose of the Discussion – Dr. Adams
Dr. Adams stated that the purpose of the meeting was to discuss, “who we were and where we were going.”
- III. Presentation of Information – Dr. Adams
Dr. Adams presented information on what her views were on where the District needed to go and asked for Board input on focal points for 2011-2012. Also discussed was a plan of action for Round Tables and Workshops, School Board and Superintendent’s relationships, characteristics of an effective Superintendent, communications protocol between the Board and Superintendent, Superintendent’s preliminary focal points for 2011-2012, highlights for 21st Century Education, and next steps. The Board requested job descriptions for positions to be posted and placed on the agenda for the June 14, 2011, Board meeting, with names for positions to be brought forward at the June 28, 2011, Board meeting. The Board gave permission to Dr. Adams to delay the elimination of a clerical staff position for a year. Another Information Session was requested for July 22, 2011.
- IV. Adjournment – Chairman McCain

The information session adjourned at 1:30 p.m.

Note: The session was not audio or video taped. Minutes were taken.

The Indian River County District School Board met on Tuesday, May 24, 2011, at 5:00 p.m. The information session was held in the Executive Board Conference Room located at the Central Administrative Offices, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Matthew McCain, Vice Chairman Carol Johnson, and Board Members: Karen Disney-Brombach, Claudia Jiménez, and Jeffrey Pegler. Superintendent Harry J. La Cava, Ed.D., and School Board Attorney Usher "Larry" Brown were also present.

Room: Executive Board Conference Room

Information Session

Note: Dr. Fran Adams, Assistant Superintendent/Superintendent elect, attended the session.

I. Chairman McCain called the Information Session to order.

II Purpose of the Session - Chairman McCain

Chairman McCain stated that the purpose of the session was to discuss, with the Board Attorney, Mr. Brown, various procedural issues related to the 2011-2012 Administrative Organizational Chart and the future nomination of personnel to fill the positions on the Chart once the Chart was approved (including any deletions and additions by the Board).

III. Discussion – Mr. Brown, Esq.

Mr. Brown said that he wanted to have an opportunity to talk to the Board and Superintendent about procedural issues regarding the Board's desire to consider for approval the 2011-2012 incoming Superintendent's Administrative Organizational Chart. Mr. Brown presented options.

Board Members discussed the options with Dr. La Cava and Mr. Brown. After discussing the issue at length, Dr. La Cava made the following statement regarding the non-renewed positions listed on the 2011-2012 Administrative Organization Chart on the Board Agenda for approval at the 6 p.m. business meeting that immediately followed the special meeting: "Dr. La Cava stated that if things worked out for these people, he would step down on June 14 and allow Dr. Adams' recommendations to go forward."

Mr. Brown said that he thought the Board now had a more definitive direction.

IV. ADJOURNMENT – Chairman McCain

With no further discussion the information session adjourned at approximately 5:53 p.m.

Note: Information Sessions are not audio or video taped.

The Indian River County District School Board met on Tuesday, May 24, 2011, at 6:00 p.m. The business meeting was held in the Teacher Education Center located at the Central Administrative Offices, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Matthew McCain, Vice Chairman Carol Johnson, and Board Members: Karen Disney-Brombach, Claudia Jiménez, and Jeffrey Pegler. Superintendent Harry J. La Cava, Ed.D., and School Board Attorney Usher "Larry" Brown were also present.

- I. Meeting was called to order by Chairman Matthew McCain.
- li. Invocation was given by Rabbi Michael Birnholz, Temple Beth Shalom
- III. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS
BY: Sebastian River High School's Naval Junior ROTC under the direction of MGySgt. James R. O'Neal USMC(Ret)

IV. ADOPTION OF AGENDA
Chairman McCain announced that the first order of the day was to move approval to add Consent J. to the Agenda regarding student discipline hearings. Mrs. Disney-Brombach moved approval to add Consent J to the Orders of the Day. Mr. Pegler seconded the motion and it carried unanimously, with a 5-0 vote. Chairman McCain called for a motion for the Orders of the Day as amended. Mr. Pegler moved approval of the Orders of the Day as amended. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

V. PRESENTATIONS

A. State Poster Contest, Student Recognition – Mr. Millar

National School Bus Safety Week Committee conducted a poster contest to promote safety awareness among students, parents, schools, and community. The theme for the contest was, "I see the Driver and the Driver sees me". Posters of the 1st Place winners would be submitted to the Department of Education in Tallahassee to be judged at the State level.

First Place Winners

Cheridan Kimbrell	Glendale Elementary	2 nd Grade
Autumn Hayes	Glendale	4 th Grade
Sarah Gradolph	Sebastian River Middle	8 th Grade
Alexis Evans	highlands Elementary	4 th Grade

Second Place Winners

Shirley Sanmartin	Glendale Elementary	1 st Grade
Stephanie Jacinthe	Vero Beach Elementary	3 rd Grade
Hai Phan	Sebastian River Middle	8 th Grade
Odalis Velasquez	Highlands Elementary	5 th Grade

Third Place Winners

Chase Verceletti	Glendale Elementary	Kindergarten
Samantha Campos	Citrus Elementary	3 rd Grade

Yahira Ramirez	Highlands Elementary	5 th Grade
Elizabeth Carrillo	Sebastian River Middle	8 th Grade
Stacy Arterburn	Highlands Elementary	5 th Grade

VI. CITIZEN INPUT

Suzy Reiser and Janine Jones requested to speak on NAMM distinction, best School District for music in the United States.

VII. CONSENT AGENDA

Mrs. Johnson moved approval of the Consent Agenda as amended. Mrs. Disney-Brombach seconded the motion and it carried unanimously, with a 5-0 vote.

A. Approval of Minutes – Dr. La Cava

1. Special Meeting, Superintendent Search held 4/7/2011
 2. Round Table Discussion held 4/12/2011
 3. Regular Business Meeting held 4/12/2011
 4. Special Meeting, Superintendent Search held 4/12/2011
- Superintendent recommended approval.

B. Approval of Personnel Recommendations – Ms. Roberts

Attached was a list of personnel recommendations, which included personnel additions, terminations, and/or changes. Also included were Support Staff reappointments and non-renewals. Superintendent recommended approval.

C. Approval of Budget Amendments – Mr. Morrison

This request was for approval of the following budget amendments for fiscal year ending June 30, 2011:

- Amendment #7 – General Fund
- Amendment #2 – Capital Fund.

Superintendent recommended approval.

D. Approval of Donations – Mr. Morrison

1. Beachland Elementary School received a donation in the amount of \$2,518.82 from the Beachland Elementary PTA. Proceeds were to be utilized for the Future Leaders Club Field trip \$985, classroom technology \$942.92, and classroom supplies \$590.90 for the 2011-2012 school year.
2. Sebastian River High School received a donation in the amount of \$1,500 from Wal-Mart. The funds were to be used for the 2011-2012 Sebastian River High School football program.
3. Sebastian Elementary School received a donation in the amount of \$5,300 from the Sebastian Elementary PTA. The funds were to be utilized to pay teachers for afterschool teaching during *On Track for FCAT*.

Superintendent recommended approval.

E. Approval to Dispose of Surplus Property – Mr. Morrison

This was a request for approval to dispose of surplus property in accordance with Florida Statutes 274.05 and 274.06. The attached lists represented property to be deleted from various inventories and/or items that were declared surplus. The attachment included a 1999 Toyota Camry which was

- donated and accepted by the Board on August 10, 2010. This vehicle was utilized for educational training in the Vero Beach High School's Tech Automotive Class; and, as stated in the Board acceptance, would ultimately be part of the Vero Beach High School's Positive Behavior Support (PBS) Program. After Board approval, property would be recycled, auctioned, or in the case of the 1999 Toyota Camry, would be awarded to a student based on the conditions of the Positive Behavior Support Program. Superintendent recommended approval.
- F. Approval of Adult Education and Family Literacy Grant for 2011-2012 - Dr. Adams**
This competitive grant would provide the District with \$206,605 that would enable the District to continue, as well as expand, the District's efforts to provide quality literacy education to adults and to English language learners. Adult Education collaborated with several agencies in an effort to better serve the citizens of Indian River County. The proposal contained an Adult General Education Target Form that stated the number of students enrolled and showed the completion points of those students. No cost to the School District. Superintendent recommended approval.
- G. Approval of 2011-12 Calendar for Adult & Community Education - Dr. Adams**
In accordance with School Board Rule #6.18, the Administrator of Adult Education shall submit a school calendar for the Adult Education Program to the School Board annually. No cost to the District. Superintendent recommended approval.
- H. Approval of Renewed Contracted Services with Marie Cole - Dr. Adams**
Marie Cole provided hearing interpreter services to hearing impaired students in the Indian River County School District. This renewal contract was for the 2011-2012 school year. Estimated cost: \$33,000.00. Superintendent recommended approval.
- I. Approval of 2010-2011 Fire Safety and Safety and Sanitation Reports – Ms. Roberts**
The 2010-2011 School Fire Safety and Casualty Safety Sanitation Reports for each school and facility were attached. In accordance with State Requirements for Educational Facilities (SREF) and Florida Statutes, these reports were to be submitted to the Board each year. Superintendent recommended approval.
- J. Approval of Hearing Officer's Recommendations – Dr. La Cava**
At a Special "Closed" Meeting held May 19, 2011, the District School Board removed from the Table the student disciplinary matters that were Tabled at the May 10, 2011, business meeting. The District School Board accepted the Findings of Fact and Conclusions of Law in the Hearing Officer's recommended orders in the cases involving hearing numbers #11-155, #11-122, and #11-123, and would render final orders in accordance with the Hearing Officer's Findings and Recommendations as to these students. The School Board accepted the Findings of Fact and Conclusions of Law in the

Hearing Officer's recommended order in the case involving hearing #11-125, but substituted a different penalty. After reviewing the available record of the case, the Board modified the penalty as stated in the final order. Superintendent recommended approval.

VIII. ACTION AGENDA

A. Approval of 2012 District Health Insurance Plans – Ms. Roberts

The Health Insurance Advisory Task Force (HIATF) vetted through several Blue Cross Blue Shield plans that our consultant, Brown and Brown, provided to the Task Force. HIATF and Staff came to consensus on four plans: Blue Cross Blue Shield 800 Choice Plan and three Blue Options Plans; including a Health Savings Account (HAS). These plans were submitted to the Board for approval. Superintendent recommended approval.

Mrs. Johnson moved approval of the 2012 District Health Insurance Plans as presented. Mr. Pegler seconded the motion and it carried, with a 5-0 vote.

B. Approval of Bid Award and Execution of Owner/Contractor Construction Agreement to Summit Construction Management for Glendale Elementary Paving and Drainage Improvement Project 13 - Mr. Degutis

This was Project 13, referencing SDIRC 2009-22 hybrid bid process for continuous construction projects. This was a re-bid of Project 11 in which all bids received exceeded the budget. Bid packets were issued to eight (8) contractors under the terms and conditions of Bid 2009-22. The scope consists of improvements to drainage, parking, and loading facilities on the existing campus. This contract amount included all construction costs, with the exception of Architect/Engineering fees. Approval was recommended for the award of the bid and the execution of the Owner/Contractor Construction Agreement between the School District of Indian River County and Summit Construction Management, Inc., for the Paving and Drainage Improvements at Glendale Elementary School in the amount of \$795,200; and, as was standard, the District added a contingency in the amount of \$85,200. Superintendent recommended approval.

Ms. Jiménez moved approval of the Bid Award and Execution of Owner/Contractor Construction Agreement to Summit Construction Management for Glendale Elementary Paving and Drainage Improvement Project 13. Mrs. Disney-Brombach seconded the motion and it carried unanimously, with a 5-0 vote.

C. Approval of District Technology Plan - Mr. Prizito

The Districts Technology Cabinet reviewed and updated the District's Technology Plan for years 2011-2014. This plan was a requirement for the District to receive E-Rate funding for technology equipment and services; and was revised annually with an addendum that updates changes in the plan that

were a result of changing technologies and needs. Superintendent recommended approval.

Mrs. Johnson moved approval of the 2011-2014 District Technology Plan. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

D. Approval of Microsoft School License Agreement – Mr. Prizito

This license agreement with Microsoft Corporation provided the District with the use of the latest Microsoft operating systems, Microsoft Office, Microsoft SharePoint, Microsoft SQL server, and Microsoft Forefront Anti-Virus that were used on the District's 9,000 plus computers and servers. The cost of this license agreement was \$187,008.84. This cost was \$112,000 less than last year's renewal due to changes in the formula Microsoft used to calculate license fees for educational entities. Previously, Microsoft used the number of computers in the District multiplied by a unit cost. They now use the number of full-time staff in the District multiplied by a unit cost. Superintendent recommended approval.

Mr. Pegler moved approval of the Microsoft School License Agreement as presented. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

E. Approval of Microsoft School License Agreement - Mr. Prizito

Blackboard ConnectEd was used by the District to communicate information via telephone to the community in regard to emergency situations, student absenteeism, school events, and much more. The system was used by all schools and departments and was capable of contacting the households of all District students and staff members simultaneously within minutes. The renewal had a cost impact of \$41,185.00 with a renewal period beginning 7/1/2011 and ending on 6/30/2012. Superintendent recommended approval.

Mrs. Johnson moved approval of Microsoft School License Agreement as presented. Mrs. Disney-Brombach seconded the motion and it carried unanimously, with a 5-0 vote.

F. Approval of CrossPointe Software Maintenance Renewal – Mr. Prizito

CrossPointe, LLC, (TERMS) supplied the District with maintenance of the software which performed the following functions; Student Information, Finance, and Payroll/HR. The renewal had a cost impact of \$167,416, with a renewal period beginning 7/1/2011 and ending 6/30/2012. Superintendent recommended approval.

Ms. Jiménez moved approval of CrossPointe software maintenance renewal. Mr. Pegler seconded the motion and it carried unanimously, with a 5-0 vote.

G. Approval of 2011-2012 Administrative Organizational Chart – Chairman McCain

Attached was the 2011-2012 Administrative Organizational Chart. Board Members reviewed the “draft” at a Round Table Discussion session on Tuesday, May 10, 2011; and on Tuesday, May 17, 2011.

Mrs. Johnson moved approval of the 2011-2012 Administrative Organizational Chart. Mr. Pegler seconded the motion and it carried unanimously, with a 5-0 vote.

IX. SUPERINTENDENT’S REPORT

Dr. La Cava reported on academic and athletic achievement of students and new National Board Certified Teachers.

X. DISCUSSION

Mr. Pegler asked Board Members if they were interested in having a workshop with FSBIT (Florida School Boards Insurance Trust). He said that the renewal for SCERMP (South Central Educational Risk Management Program) was coming up. Mr. Pegler said that it would be a great opportunity to make improvements to the School District’s Risk Management issues. Note: The workshop was set for June 21, 2011.

XI. SCHOOL BOARD MEMBER MATTERS – Chairman McCain

Mrs. Disney-Brombach reported on student recognition by Congressman Posey. She also talked about KAPPS Upward Bound Partnership sponsored by Indian River State College and the Economic Summit at Point West.

Ms. Jiménez announced an upcoming Connected4Kids Discipline without Arguing, training that is free for parents and for anyone who works with children at Majestic Theatre. She also talked about the Safety Reports, District budget deficit, Poverty meeting, need to work together, and the concert at Vero Beach High School.

Mr. Pegler talked about the Inclusion Dance Show.

XII. INFORMATION AGENDA

A. Financial Report for Month Ending March 2011 – Mr. Morrison

Attached was the Financial Report for month ending March 31, 2010.

XIII. SUPERINTENDENT’S CLOSING

Dr. La Cava reported on the Treasure Coast Business Summit at the Port St. Lucie Civic Center, at which he was a panelist on the Educational Leaders’ Forum. He also congratulated the District for getting back the “High Performing District” status, being 1 of 13 in the State.

XIV. ADJOURNMENT – Chairman McCain

With no further business, the meeting adjourned at approximately 6:43 p.m.

The Indian River County District School Board met on Tuesday, June 14, 2011, at 1:00 p.m. The discussion was held in the Teacher Education Center located at the Central Administrative Offices, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Matthew McCain, Vice Chairman Carol Johnson, and Board Members: Karen Disney-Brombach, Claudia Jiménez, and Jeffrey Pegler. Superintendent Harry J. La Cava, Ed.D., was also present. School Board Attorney Usher "Larry" Brown was not present.

Round Table Discussion

- I. Discussion was opened by Chairman McCain.
- II. Items Placed on Agenda by Board Members – Chairman McCain
 - A. Mrs. Disney-Brombach**
 1. Mrs. Disney-Brombach talked about the School Wellness Policy in regarding to the most recent Bill that bans smoking on school property. Board Members agreed and talked about considering extending the ban to include parking lots, all tobacco products, and all ancillary facilities. The Board agreed to hold a Board Workshop to include School Wellness and to invite outside advisors. Mrs. Disney-Brombach said that Mr. Brown would help write the policy. The goal was to have the policy in place for the first of the year (January 2012).
 2. Mrs. Disney-Brombach requested that the Truth in Millage (TRIM) date be changed because the September 6, 2011, date conflicted with Florida School Board Association meetings for her and Ms. Jiménez.
 3. Mrs. Disney-Brombach reported on Bills passed by Legislature this year. She said that Mr. Crawford could do a mini conference for the Board, from the practical aspect, and from Mr. Brown, from the legal position.
 - B. Ms. Jiménez**
 1. Ms Jiménez presented a list of workshops to discuss:
 - CMAR – Mr. Pegler would meet with Mr. Chuma first before deciding of the entire Board would benefit from a workshop.
 - Bullying – Mr. Pegler requested a workshop/discussion August 9 in the morning. It was requested that the workshop include an SRO from one of the schools; the Sheriff's Department on how student arrests are determined, especially for 12 year olds; updated information on the gang situation in Indian River County; and a presentation on how staff handles bullying and arrests.
 - Moving District Facilities – Add one hour to the June 28 5-Year Plan Workshop to discuss the Administrative Building Lease.
 - Tobacco – Discussed under Mrs. Disney-Brombach's item.
 - Sick and Vacation Workshop –Board Members would take the lead with information from other Districts' policies, at the next Round Table on August 23.
 - Legal Fees – Hold off until the new person in Personnel was hired.

- Grading Practices Update – Dr. La Cava gave an update. He said that maybe by the end of the next school year, the District would be ready to set a policy to include grading points.
 - Redistricting – Discussed under Chairman McCain’s item.
2. Audit Concerns with Charter Schools – Mr. Morrison said that the items would be addressed. He said that the process would be the same as all other audit concerns within the District.

C. Mr. Pegler

1. Administration Building – Mr. Pegler reported on his meeting with Mrs. Olson, Mr. Chuma, and Mr. Morrison. He mentioned several options. Chairman McCain noted that before February 2012, a decision had to be made on the building lease. Dr. La Cava cautioned the Board about having space that could accommodate the office space required and the wiring that would work for computers, etc. He said that you only want to move Information Services once. Board Member agreed to extend the 5-Year Workshop on June 28 by one hour to discuss the Administrative Building lease options and to schedule a workshop with the County Commission and Administrator to discuss the lease agreement sooner rather than later.
2. Mr. Pegler talked about the idea of an Employee Wellness Clinic. He said that he would like to schedule a workshop to explore what other Districts have done such as Charlotte County, which was very successful. Dr. La Cava said that it would be a good idea to invite other Districts to speak on their clinics. Board Members agreed to a workshop.
3. Mr. Pegler said that he spoke to Mr. Brown regarding SCERMP. He handed out a copy of an email from Mr. Truesdell regarding a SCERMP analysis. More information would be addressed at the workshop on SCERMP on Tuesday, June 21.

D. Chairman McCain

1. Chairman McCain read an email from Mrs. Falardeau, Director of Education Foundation, regarding Vision Screening initiative presentation to the Board. Board Members agreed that the presentation should be made to staff through the Superintendent’s Office.
2. Chairman McCain brought up Redistricting. He said that he would speak to Mr. Brown to find out how switching numbers would affect Board Member Districts.

E. Mrs. Johnson –under Board Reports

III. Items Place on Agenda by Superintendent – Dr. La Cava
No items.

IV. Board Reports – Chairman McCain
Mrs. Johnson reported on the Elected Officials Oversight Committee for School Planning that she attended for Chairman McCain. Mrs. Johnson mentioned that the Interlocal Agreement was no longer required. However, she would

like to keep it going. Mrs. Johnson talked about P & Z meetings regarding Vero Beach Elementary construction. She said that the County had asked for an 8-foot sidewalk, when the beginning and ending of the neighboring sidewalks were only 6 foot. Mrs. Johnson said that she was successful in keeping it to 6 foot. She also mentioned the successful agreement with the County regarding re-purposing Thompson and the “safe walk to schools” grant at Fellsmere.

Mrs. Disney-Brombach reported on the Joint Florida School Board Association she attended with Ms. Jiménez. Topics mentioned were: Several Bills including #736 and Voucher Bill; Religious Freedom; Class Size Amendment; Conforming Bill; and information on redistricting House and Senate Districts. Mrs. Disney Brombach said that she would schedule Vern Crawford to come here to give a report on the Legislative Session.

Ms. Jiménez talked about the Joint Florida School Board Association Conference, the Treasure Coast Council of Local Governments meeting, and the Connected4kids meeting.

V. ADJOURNMENT – Chairman McCain

With no further business, the meeting adjourned at approximately 2:31 p.m.

The Indian River County District School Board met on Tuesday, June 14, 2011, at 6:00 p.m. The business meeting was held in the Teacher Education Center located at the Central Administrative Offices, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Matthew McCain, Vice Chairman Carol Johnson, and Board Members: Karen Disney-Brombach, Claudia Jiménez, and Jeffrey Pegler. Superintendent Harry J. La Cava, Ed.D., was also present. School Board Attorney Usher "Larry" Brown was not present. Suzanne D'Agresta from Brown's Office attended in his absence.

- I. Meeting was called to order by Chairman Matthew McCain.
- II. Invocation was given by Vice Chairman Carol Johnson.
- III. PLEDGE OF ALLEGIANCE TO THE FLAG – Chairman McCain
- IV. ADOPTION OF AGENDA
Ms. Jiménez moved approval of the Orders of the Day as presented. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.
- V. PRESENTATIONS
A. Award from Indian River County Baccalaureate Committee – Mrs. McKinney
Mrs. McKinney presented to Dr. Harry J. La Cava, Superintendent of Schools, a plaque on behalf of the Indian River County Baccalaureate Committee to honor him for his continuous support and to congratulate him on his retirement.
- VI. CITIZEN INPUT
No requests were received.
- VII. CONSENT AGENDA
Mrs. Disney-Brombach moved approval of the Consent Agenda as presented. Mr. Pegler seconded the motion and it carried unanimously, with a 5-0 vote.
 - A. Approval of Minutes – Dr. La Cava**
 1. Budget Workshop Session #4 held 4/14/2011
 2. Budget Workshop Session #5 held 4/19/2011
 3. District Health Insurance Workshop held 4/21/2011
 4. Budget Workshop Session #6 held 4/26/2011
 5. Round Table Discussion held 4/26/2011
 6. Regular Business Meeting held 4/26/2011Superintendent recommended approval.
 - B. Approval of Personnel Recommendations – Ms. Roberts**
Attached was a list of personnel recommendations, which included personnel additions, terminations, and/or changes. Also included were job descriptions

for Elementary Grade Level Chairman, Secondary Department Chairman, School Based Science Coordinator, Executive Director of Instructional I.T. Technology, Director of Secondary Education/Staff Development, and Assistant Superintendent of Human Resources/Risk Management. Superintendent recommended approval.

C. Approval of Request to Write-off Uncollectible Checks to Schools – Mr. Morrison

The Superintendent recommended approval to write-off as uncollectible checks received that were dishonored by the maker's bank and returned as unpaid. The attached list revealed items that were payable to the schools and remained uncollected for the calendar year ended December 31, 2010. All attempts made to collect the money to date by Staff and Payliance were unsuccessful. Superintendent recommended approval.

D. Approval of Donations – Mr. Morrison

1. Fellsmere Elementary School received a donation in the amount of \$3,000 from Fellsmere Frog Leg Festival, Inc. The funds were to be used for Art, Music, and PE at Fellsmere Elementary School.
2. Wabasso School received a donation in the amount of \$1,900 from Knights of Columbus # 5629. The funds were to be used for student needs as approved by the Principal.
3. Sebastian River High School received a donation in the amount of \$1,000 from Fellsmere Azteca, Inc. The funds were to be used for the graduating Class of 2011 fireworks display. A donation in the amount of \$1,000 was received from Charles Johnson. The funds were to be used for graduating baseball players pursuing their college education. A donation in the amount of \$1,457 was received from Fellsmere Frog Leg Festival. The funds were to be utilized for the girls' softball team travel, equipment, and supplies. A donation in the amount of \$1,200 was received from the Fellsmere Frog Leg Festival. The funds were to be used for the girls and boys tennis team travel, equipment, and supplies. A donation in the amount of \$3,000 was received from Scholastic Sports, Inc. The funds were to be used for the Sebastian River High School Athletic Department's on-going needs.
4. Beachland Elementary School received a donation in the amount of \$11,627 from the Beachland Elementary PTA. The funds were to purchase *Foundations* curriculum materials for kindergarten and first grade.

Superintendent recommended approval.

E. Approval of Budget Amendment – Mr. Morrison

This request was for approval of the following budget amendment for fiscal year ending June 30, 2011:

Amendment #3 – Special Revenue

Superintendent recommended approval.

F. Approval to Delete Fixed Assets – Mr. Morrison

This was a request for approval to delete fixed assets in accordance with Florida Statutes 274.07. Pursuant to Chapter 274.02 F.S., inventories were performed at each school/department for the fiscal year ending June 30, 2011. Attached was a list by school/department of property not reconciled. This was a request that the property be deleted from the Fixed Asset Ledger. Superintendent recommended approval.

G. Approval of the 2011-12 Adult Education Tuition and Fees - Dr. Adams

According to Section 1009.22(3)(e), Florida Statutes, each School District must establish a fee schedule for students enrolled in Adult and Community Education programs. Effective July 1, 2011, the 2011-2012 tuitions for Adult Education were \$2.66 per hour (standard fee rate) for career programs for Florida residents that included student financial aid, capital improvement fee, technology fee, and \$30 per term for adult general education and ELL programs. No cost to the District. Superintendent recommended approval.

H. Approval of Renewed Contracted Services with Economic Opportunity Council/Head Start of Indian River County - Dr. Adams

Economic Opportunity Council/Head Start of Indian River County provided services for children with disabilities ages 3 to 5 in the local Head Start Programs. Referral services for these students were provided by the School District. Renewal Contract was for the 2011-2012 school year. No additional cost to District. Superintendent recommended approval.

I. Approval of Renewed Contracted Services with Redlands Christian Migrant Association (RCMA) – Dr. Adams

Redlands Christian Migrant Head Start provided appropriate services for identified handicapped children ages 3 to 5, who meet the Head Start eligibility criteria. It was recommended that the Board approve the renewal contract for the 2011-2012 school year. No additional cost to District. Superintendent recommended approval.

J. Approval of Renewed Contracted Services with Physical Therapy Services of Indian River, Inc. - Dr. Adams

Physical Therapy Services of Indian River, Inc., supplied the School District with licensed physical therapists on a contractual basis. This renewal contract was for the 2011-2012 school year, including Extended School Year. Estimated cost: \$35,000.00. Superintendent recommended approval.

K. Approval of Extended Day Program Fee Schedule – Dr. Adams

The District would provide families with the tools needed to support all elementary children in the development of educational excellence pursuant to state statutes and federal regulations. The Extended Day Program had offered before and after school daycare services to all families regardless of economic status. Students must be able to participate in a large group. Adult and Community Education collaborated with the elementary schools to offer such care. The Fee Schedule was attached. Superintendent recommended approval.

L. Approval of Early Learning Coalition Contract with Extended Day Program – Dr. Adams

This was an Extended Day Program request for the renewal contract with the Early Learning Coalition to provide services for the before and after school care. This contract was effective from July 1, 2011, through June 30, 2012, with no cost to the District. Superintendent recommended approval.

M. Approval to Continue Carl D. Perkins Postsecondary Grant - Dr. Adams

The 2011-2012 Continuation Grant of Carl D. Perkins Postsecondary would allow Adult and Community Education to enhance the educational services in the health science programs. The funds received from this continuation grant, \$52,951, would pay the salary for the part-time medical assistant, pharmacy technician, and nursing clinical teachers, and equipment and supplies for these programs. No cost to the District. Superintendent recommended approval.

N. Approval to Continue Carl D. Perkins, Secondary, Section 131—Dr. Adams

The Local Plan for Career and Technical Education Programs was for five years (2008-2013) that placed emphasis on preparation for postsecondary education and employment. The 2011-12 Carl D. Perkins grant, \$152,872, would provide funds for salaries of personnel whose responsibilities included: implement career and technical education activities that were aimed at developing technical skills, provide career guidance for students, organize work-based learning, and establish liaisons between education and business partners. No cost to the District. Superintendent recommended approval.

O. Approval of Agreement to Exchange Use of Facilities and Equipment with City of Vero Beach – Ms. Roberts

Approval was recommended for a renewal of an agreement between the Vero Beach Recreation Department and the School District for the Exchange of Use of Facilities and Equipment. This long-standing agreement allowed the use of the Leisure Square swimming pool for the Vero Beach High School swim team, facilities for other special events, Riverside Tennis Complex for the Vero Beach High School tennis team, portable bleachers, grandstands, and City rental facilities, in exchange for the Vero Beach Recreation Department's use of school buses during the summer and use of a theatre during December. Superintendent recommended approval.

P. Approval of 2011-2012 Instructional Calendar Amendment - Ms. Roberts

In order to provide teachers with extra time to enter grades into e-Sembler, the first quarter report card distribution date is being changed from November 1, 2011, to November 3, 2011. Due to this change, the first day of site-based conferences was changed from November 2, 2011, to November 4, 2011. Superintendent recommended approval.

Q. Approval of 2011-2012 Negotiating Teams for Indian River County Education Association (IRCEA) and Communication Workers of America (CWA) – Ms. Roberts

The 2011-2012 Core Team would consist of the Superintendent, Assistant Superintendent of Human Resources/Risk Management, Assistant Superintendent of Curriculum and Instruction, Executive Director of Human Resources, Director of Secondary Education and Staff Development, and the Assistant Superintendent of Business/CFO. The Core Team would be augmented with a secondary school Principal and an elementary Assistant Principal, when negotiating with the IRCEA; and with the Director of Maintenance when negotiating with the CWA. Additionally, the Executive Director of Human Resources would be named the Chief Negotiator of the IRCEA Team and of the CWA Team. A copy of the new Negotiating Team Structure was attached to the agenda as supporting documentation. Superintendent recommended approval.

R. Approval of the 2011-2012 Charter School Transportation Agreements - Mr. Degutis

Attached were the 2011-2012 Transportation Agreements with Imagine Charter School, Indian River Charter High School, North County Charter School, St. Peter's Academy, and Sebastian Charter Junior High to provide transportation, substitute bus drivers, and spare buses for students of the charter schools. These agreements were for one year. The charter schools agreed to reimburse the District for the actual costs associated with transporting students. Superintendent recommended approval.

Dr. La Cava introduced the new Principal of Liberty Magnet, Kelly Baysura.

VIII. ACTION AGENDA

A. Approval of 2011-2012 Florida School Board Association Membership – Dr. La Cava

The Association provided invaluable Board leadership training, research, and lobbying of legislative issues. A list of their accomplishments was included in the attached memorandum. The dues would remain the same as for the previous four years at \$15,391.00. Superintendent recommended approval.

Mrs. Disney-Brombach moved approval of the 2011-2012 Florida School Boards Association members. Ms Jiménez seconded the motion. Board Members talked about the motion. The Board voted unanimously in favor of the motion, with a 5-0 vote.

B. Approval of 2011-2012 Schoolhouse Consulting Group, Inc., Contract Renewal – Dr. La Cava

This renewal was for the 2011-2012 fiscal year for legislative services for the Treasure Coast Regional Planning Council, representing issues common to the Treasure Coast Region. School Districts participating in the Treasure Coast Regional Planning Council were: Indian River County, Martin County, Okeechobee County, and St. Lucie County. The pro-rata cost for Indian River was \$6,731. A copy of the cover letter and invoice was attached. Superintendent recommended approval.

Mrs. Johnson moved approval of the 2011-2012 Schoolhouse Consulting Group, Inc., Contract for 2011-2012. Mrs. Disney-Brombach seconded the motion and it carried unanimously, with a 5-0 vote.

C. Approval of 2004-2005 Hurricane Insurance Claims Overpayment – Mr. Morrison

During the 2004-2005 hurricane season, District facilities sustained substantial damage as a result of hurricanes Frances, Jeanne, and Wilma. The amount of damage was initially too extensive and wide in scope to have an insurance adjuster quantify with specificity; however, payments were distributed to the District in advance based on general initial assessments approved by SCERMP in order for the District to commence repairing damages as soon as practical. Based on provisions included in our policy, the actual damages were assessed, and it was determined that the District received an overpayment of \$3,420,680.27. Amounts received were \$17,059,798.29; actual amount due was \$13,639,118.02 after the application of deductibles and self insured retentions. Upon further review, it was agreed that \$3.4 million was overpaid to the District and should be returned to the carrier. The funds would be repaid from the Capital Projects Fund subject to any reimbursements that may be obtained from the Federal Emergency Management Agency (FEMA) as we proceed through the project closeout process. Superintendent recommended approval.

Mr. Pegler moved to postpone Action C until June 28, 2011, business meeting. Mrs. Disney-Brombach seconded the motion. Board Members discussed the issue. The Board voted unanimously in favor of the motion, with a 5-0 vote.

D. Approval of Contract Extension Requested by Sebastian Charter Junior High School – Mr. Morrison

The Sebastian Charter Junior High School was attempting to secure financing in the amount of approximately \$2.5 million. In order to successfully complete the loan and meet requirements, the school needed a charter contract amendment for fifteen (15) years. The attached amendment to the current

charter contract would extend the current contract from its original June 30, 2015 expiration to June 30, 2026. In addition, in the event that the loan does not come to fruition within ninety (90) days, this contract amendment would be null and void and the current contract would be replaced in full force. Superintendent recommended approval.

Mrs. Johnson moved approval of the extension requested by Sebastian Charter Junior High School as presented; in the event that the loan does not come to fruition within ninety (90) days, this contract amendment would be null and void and the current contract would be replaced in full force. Mrs. Disney-Brombach seconded the motion and it carried unanimously, with a 5-0 vote.

E. Approval to Award Contracts for Grounds Maintenance Services, RFP 2011-12 - Mr. Morrison

An RFP was promulgated for grounds maintenance at six (6) elementary schools. Project scope included mowing, weeding, edging, and trimming. Each site receives a maximum of 24 cuts per year. The net financial impact was \$26,874. Primary award was recommended to Decorative Concrete for Items 1, 2, 3, and 5; and A-1 Lawn Maintenance for Item 6, as best and lowest proposals meeting specifications, terms, and conditions. Item 4, Vero Beach Elementary, was deleted by addendum due to site construction. The District Maintenance Department would maintain this campus until construction was completed. In the event of default or termination, the secondary awards were recommended to A-1 Lawn Maintenance for Items 1, 3, and 5; Sunrise Lawn for Item 2; and Beautiful Lawns for Item 6. Superintendent recommended approval.

Mr. Pegler moved approval to award contracts for grounds maintenance services, RFP 2011-12. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

F. Approval of Hosting Services Agreement with Performance Matters – Dr. Adams

Renewal of Performance Matters Contract for the School District's three-year software application and hosting agreement with Performance Matters would expire on 06/30/11. Performance Matters agreed to honor the current pricing, if the District entered into another three-year contract from 07/01/11 through 06/30/14 at \$60,000 per year. PM² was a data management system used by the District for student assessment. Superintendent recommended approval.

Mrs. Johnson moved approval of Hosting Services Agreement with Performance Matters. Mrs. Disney-Brombach seconded the motion and it carried unanimously, with a 5-0 vote.

G. Approval of PD 360 Professional Development Contract – Dr. Adams

PD 360 Professional Development On-Demand was a web-based, on-demand professional learning resource that supported the District in the establishment of a systemic, job-embedded program that emphasized classroom implementation. This proposal included an assurance of pricing for at least three years and reflected a significant discount to promote proper implementation and maximum return on investment. School Improvement Network owns the copyrights to, and was the sole source provider for, the professional development online service, PD 360-Professional Development On Demand. As per the approved Race to The Top Grant, RTTT funds would be used to acquire PD 360 Professional Development at a yearly cost of \$58,890. This pricing was locked and would not go up in price for the next 3 years as the School District chooses to renew annually. Superintendent recommended approval.

Mr. Pegler moved approval of the PD 360 Professional Development Contract as presented. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

H. Approval of 21st Century Community Learning Center 2011-12 – Dr. Adams

The *School District of Indian River County's* 21st Community Learning Centers (CCLC) proposal was submitted in partnership with the Mardy Fish Foundation and other community agencies. The purpose of the project was to establish two additional 21st CCLC centers that would provide at-risk students with opportunities for academic enrichment, personal enrichment, and other activities designed to complement the students' regular academic program at Sebastian Elementary and Treasure Coast Elementary Schools. The project would also engage adult family members of actively participating students, through educational and personal development opportunities. The project would enhance the District's efforts to provide quality educational programs to our students. CCLC Programs were funded for a maximum of five years. 21st CCLC funding request: \$ 582,956.25 per year. Superintendent recommended approval.

Ms. Jiménez moved approval of the 2011-2012 21st Century Community Learning Center Proposal. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

I. Approval of Utility Easement for Florida Power and Light for Support Services Complex – Mr. Degutis

Approval was recommended for the attached assignment of an Easement for Service granted to Florida Power & Light located on the new Support Services Complex property as per attached sketch and description. This easement was necessary for the construction, operation, and maintenance of

overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage; as well as, the size of and removal of such facilities or any of them within an easement 10 feet in width as described in the "Sketch and Description". This documentation should have been included with the FP&L Easement for the Support Services Complex that was Board approved on April 12, 2011, but was inadvertently omitted by the Engineering Firm. Superintendent recommended approval.

Mrs. Disney-Brombach moved approval of the Utility Easement for Florida Power and Light for Support Services Complex. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

J. Approval to Award Contracts for Rehabilitation and Service of Existing Thermal Energy Storage Plants, SDIRC 2011-13 - Mr. Degutis

The purpose and intent of this RFP was to obtain firm pricing and to establish a term contract to rehabilitate and service all equipment associated with the District's ten existing thermal energy storage plants. This contract would be for a one-year period with the option to renew the service only for two additional years. Rehabilitation and service was necessary to continue with the District's Energy Savings Program. The overall performance and administration of the contract would be evaluated within the first six (6) months to ascertain the level of service being provided and to offer suggestions for improvement. The majority of schools required some form of remedial work in and around the TES plant. The total financial impact as estimated by the Facilities Department was \$732,170; of that, (\$687,570) was for the rehabilitation and (\$44,600) was for the annual service. The recommended awards were as follows: Roth Southeast for Pelican Island, Thompson, Liberty Magnet, and Treasure Coast; Florida Mechanical LLC for Sebastian Elementary, Storm Grove Middle, and Citrus; PPI for Glendale, Highlands, and Fellsmere as best responsive and responsible bidders meeting specifications, terms, and conditions. Superintendent recommended approval.

Mrs. Disney-Brombach moved approval to award contracts for rehabilitation and service of existing Thermal Energy Storage Plants, SDIRC 2011-13. Mr. Pegler seconded the motion and it carried unanimously, with a 5-0 vote.

K. Approval of 2010-2011 School Safety and Security Self-Assessment Report – Ms. Roberts

The 2010-2011 School Safety and Security Self-Assessment Report was attached. The assessment was submitted annually and was required by the Safe Passage Act enacted in 2001 with the objective to have a clearly-directed safety and security plan. Superintendent recommended approval.

Mr. Pegler moved approval of the 2010-2011 School Safety and Security Self-Assessment Report. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

L. Approval of Contract with Learning Sciences International – Ms. Roberts

A contract with i-Observation, a division of Learning Sciences International, would provide year-long professional development through on-site and web-based opportunities for the implementation of the new teacher evaluation framework. This training would be provided for administrators and site-based teacher leaders to ensure fidelity in the implementation of this process. The cost to the District would be \$60,500 which would be paid with Race to the Top Grant funds. Superintendent recommended approval.

Ms. Jiménez moved approval of the contract with Learning Sciences International. Mr. Pegler seconded the motion and it carried unanimously, with a 5-0 vote.

IX. SUPERINTENDENT'S REPORT

Dr. La Cava thanked the Baccalaureate Committee for supporting students. He said that it was a pleasure working with the Committee.

X. DISCUSSION

A. Proposed Policy Changes to #2.29 Pediculosis Capitis (head lice), #5.21 Assisting Students with Medication, and #5.40 Teen Dating Violence or Abuse Prohibited (new) – Dr. La Cava

Dr. La Cava stated that the changes requested were due to changes in State Statutes. Mrs. Gielow stated that there were ten dating components included in the policy. She said that there would be staff training over the summer. Dr. La Cava said that the next step would be to set the public hearing date at the next business meeting.

XI. SCHOOL BOARD MEMBER MATTERS – Chairman McCain

Mr. Pegler congratulated Mrs. Disney-Brombach on her new position at Florida School Boards Association. He also congratulated the new Principal of Liberty Magnet, Kelly Baysura.

Ms. Jiménez congratulated all of the 2011 graduates. She reported on the speaker who talked about No child Left Behind mandate. Ms. Jiménez told

parents that Legislators were making these demands. She also talked about unfunded mandates. Ms. Jiménez stated that FCAT was not designed to evaluate teachers; it was developed to test students.

Mrs. Disney-Brombach congratulated all of the schools for educating our students with all of their diversities. She said it was time to celebrate their successes. Mrs. Disney-Brombach stated that even with the low FTE funding, our community was up to the challenge to make a lot with less.

XII. INFORMATION AGENDA
No information items.

XIII. SUPERINTENDENT'S CLOSING

Dr. La Cava talked about all of the students' academic success stories, include Wabasso's nine graduates. He said that summer school was about to begin and reminded everyone that the school zones were in effect. He thanked Suzanne D'Agresta for filling in for Mr. Brown while he was out due to surgery.

Mrs. Johnson called for a motion to set a Special Called Meeting this Thursday, June 16, 2011, to possibly end Superintendent La Cava's contract, without cause, effective June 20, 2011. Mr. Pegler seconded the motion. Board Members discussed the purpose and the date/time. Mr. Pegler moved to amend the motion changing the date to June 21, 2011, at 3 p.m. in the TEC. Mrs. Johnson seconded the amendment. For clarification, the meeting items would be to end the Superintendent's contract early, without cause, and to begin Dr. Adams contract at the same time. The Board unanimously moved approval of the amendment, with a 5-0 vote. The Board voted unanimously, in favor of the amended main motion, with a 5-0 vote.

XIV. ADJOURNMENT – Chairman McCain

With no further business, the meeting adjourned at approximately 6:54p.m.

The Indian River County District School Board met on Tuesday, June 21, 2011, at 9:00 a.m. The workshop was held in the Teacher Education Center located at the Central Administrative Offices, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Matthew McCain, Vice Chairman Carol Johnson, and Board Members: Karen Disney-Brombach, Claudia Jiménez, and Jeffrey Pegler. Superintendent Harry J. La Cava, Ed.D., and School Board Attorney Usher "Larry" Brown were not present. Dr. Frances J. Adams, Superintendent Elect, attended the workshop.

- I. Workshop was called to order by Chairman Matthew McCain.
- II. Presentation – Ms. Roberts/Mr. McCreary, President EMI
Ms. Roberts introduced Mr. McCreary, who gave a PowerPoint presentation on SCERMP (South Central Educational Risk Management Program). He explained the advantages of pooling services, how long they have been in business, the number of School Districts they represented, quality control, etc. EMI representatives also noted their solvency ratios, with an \$18 million surplus. They talked at length about the actions taken in preparation of any future hurricane event.
- III. Questions – Chairman McCain
Board Members were given an opportunity to ask questions on surplus funds, workers' compensation claims, requirement for the advertisement of claims, option of defense council list/panel, Board's level of accountability, and the flow of communication to the Board regarding settlement of claims. Mr. Pegler asked about the \$3 million owed by the School District six years after the hurricanes. It was stated that it was a carrier claims adjuster who was involved but that full amount should be offset by FEMA dollars, with a zero effect to the School District. The next question by the Board was if this were to happen again, what new steps would be taken? It was noted that the District's trending reports were very low when compared to the rest of the State.

Dr. Adams summarized by saying that the information flow needed to be restructured, with feedback from the Board, and with a commitment of regular reports to the Board.

- IV. Adjournment – Chairman McCain

With no further discussion, the workshop adjourned at approximately 11:00 p.m.

The Indian River County District School Board met on Tuesday, June 21, 2011, at 1:00 p.m. The workshop was held in the Teacher Education Center located at the Central Administrative Offices, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Matthew McCain, Vice Chairman Carol Johnson, and Board Members: Karen Disney-Brombach, Claudia Jiménez, and Jeffrey Pegler. Superintendent Harry J. La Cava, Ed.D., and School Board Attorney Usher "Larry" Brown were not present. Dr. Frances J. Adams, Superintendent Elect, attended in the absence of Dr. La Cava. Al Truesdell, Attorney, attended in the absence of Mr. Brown

FSBIT (Florida School Boards Insurance Trust) Workshop

- I. Workshop was called to order by Chairman Matthew McCain.
- II. Purpose of the Workshop
The purpose of the workshop was to have a presentation by Florida School Boards Insurance Trust (FSBIT) regarding the School District's liability insurance coverage options. Mr. Truesdell started with an answer to Ms. Jiménez's question from the morning workshop regarding the requirement to "notice" settlements in the newspaper. Mr. Truesdell stated that under Florida Statute 69.081 there was a provision whereby government entities that had settlements for more than \$5,000 must provide notice of the settlement, unless it was approved in the court system. He said that the "notice" requirement meant that it must be recorded in the newspaper of greatest circulation in the County where the government entity resides.
- III. Presentation – Mr. Pegler
Mr. Pegler introduced Mr. Mark McKinney of Florida School Boards Insurance Trust (FSBIT), Mr. James Woodside of Willis Pooling Practice, and Dr. Wayne Blanton, Executive Director of Florida School Boards Association. Dr. Blanton explained that the Florida School Boards Insurance Trust was governed by the Florida School Boards Association as a 501C and had been in business since about 1980. Dr. Blanton explained that last year their reserve was healthy enough to give refunds to participants. All claims were done in house. Dr. Blanton said that they strive to provide excellent coverage, excellent service, and to save you dollars. Mr. McKinney stated that the Trust was created as an arm of the Florida School Boards Association to help School Districts with their insurance needs. The Trust was member owned and member governed. Every School Board participating in the Trust had a Board Member assigned as a trustee on the Insurance Trust Board. Mr. McKinney explained that it was a loss sensitive pool. He said that if you controlled loss, you controlled costs. Mr. McKinney said that the Trust currently had \$25 million in surplus. He said that they were proud of the fact that they could control cost increases. Mr. McKinney said that all claims were handled in house. He said that the entire Trust was all Florida. Mr. McKinney said that they would work with you to create a plan that would work for you. FSBIT's goal was to create a long-term relationship. Mr.

McKinney mentioned that they believed in using local attorneys and would be interested in having input on the attorney selection. Monthly reports would be instantly available. All clients had access to online claims files. Adjusters for major loss situations were contracted with Crawford and Company, a nationwide company.

Mr. James Woodside explained the pooling practice end of the Insurance Trust. He reviewed coverage limits and deductibles. He also talked about property layered risk management. Comparisons were shown via PowerPoint presentation. Mr. Woodside explained what they would need in order to give the District a quote for insurance coverage. He explained the timeframe that would be involved. In closing, Dr. Blanton said that he believed that the Insurance Trust could provide you with essential coverage, save you money, and provide you with exceptional customer service.

IV. Questions – Chairman McCain

Board Members were given an opportunity to ask questions. The areas of concern included security, training, transition, and timeline. Mr. Woodside said that with the spread of risk, they believe that the pricing would come in the same or lower. They reviewed the process in the case of a catastrophic event.

The next step was for Board Members to respond back to Dr. Adams. The Board also needed clarification on the timeline from the School Board Attorney. Mr. McKinney stated that they would need five years of loss information to prepare a quote.

With no further discussion, the workshop adjourned at approximately 2:28 p.m.

The Indian River County District School Board met on Tuesday, June 21, 2011, at 3:00 p.m. The special meeting was held in the Teacher Education Center located at the Central Administrative Offices, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Matthew McCain, Vice Chairman Carol Johnson, and Board Members: Karen Disney-Brombach, Claudia Jiménez, and Jeffrey Pegler. Superintendent Harry J. La Cava, Ed.D., and School Board Attorney Usher "Larry" Brown were not present. Dr. Frances J. Adams, Superintendent Elect, attended as Superintendent of Schools. Mr. Al Truesdell, Esquire, attended in place of School Board Attorney Usher Brown.

Special Meeting

- I. Special meeting was called to order by Chairman Matthew McCain.
- II. Accept Early Retirement Date of Superintendent La Cava – Chairman McCain
Ms. Jiménez moved approval to accept the early retirement date of midnight on Monday, June 27, 2011, for Superintendent Harry J. La Cava. Mr. Pegler seconded the motion. The Board voted unanimously in favor of the motion, with a 5-0 vote.
- III. Approve Leave Dates of Superintendent La Cava – Chairman McCain
Chairman McCain called for a motion. Mr. Pegler moved approval of Dr. La Cava's request for leave on June 20-24, 2011, and June 27, 2011. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.
- IV. Approval of Revised Employment Commencement Date of Superintendent Elect, Dr. Frances J. Adams – Chairman McCain
Mrs. Johnson moved approval of the revised employment commencement date of June 28, 2011, for Superintendent, Dr. Frances J. Adams. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

With no further business, the meeting adjourned at approximately 3:04 p.m.

The Indian River County District School Board met on Tuesday, June 28, 2011, at 9:00 a.m. The workshop was held in the Teacher Education Center located at the Central Administrative Offices, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Matthew McCain, Vice Chairman Carol Johnson, and Board Members: Karen Disney-Brombach, Claudia Jiménez, and Jeffrey Pegler. Dr. Frances J. Adams, Superintendent of Schools, was also present. School Board Attorney Usher "Larry" Brown was not present.

Preliminary 2011-2012 District Budget and Millage Levy

- I. Workshop was called to order by Chairman Matthew McCain. Chairman McCain announced that this was Dr. Adams' first workshop as Superintendent of Schools.
- II. Purpose of the Workshop – Dr. Adams
Dr. Adams said that this was the first blush on the 2011-2012 District Budget and Millage Levy. She said that tax information was still coming in.
- III. Presentation – Mr. Morrison
Mr. Morrison said that this workshop was the kick off for the Truth In Millage season. He said that there was a caveat around all of the information because the District was still settling in with the Superintendent's Budget Reduction Plan changes. Other factors still not settled in were the number of retirements, resignations, and re-assignments throughout the District. Mr. Morrison gave a quick update on events in Tallahassee. He said that the State signed the budget but that it was barely holding on. Recovery was very, very weak. Mr. Morrison said that they would be keeping their eyes on the anticipated FRS Savings. He also said that the Board and public may want to speak to the Local Legislative Delegation regarding the supermajority millage that was withdrawn by Legislation this year.

Tax Roll

Mr. Morrison, using a PowerPoint presentation, reviewed the 10-Year History of the Tax Roll. He said that the State's projections seemed to be off by about \$4 million. Mr. Morrison noted a substantial loss in the tax roll as compared to the prior year. Mr. Morrison reviewed the 10-year history of the Millage Levy. He said that for the first time, we were seeing a decrease in local millage.

Questions

Board Members were given an opportunity to ask questions and to make suggestions. Mr. Morrison said that he would work on verbiage to help the public understand that the School District was not increasing taxes. Each homeowner's individual assessment was the cause of any increases in home taxes last year and this year.

Budget/Funding Sources

Analysis of the 201-2011, 4th Calculation to the Conference Report, Appropriations Bill, 2010-11 vs. 2011-12:

Mr. Morrison reviewed the major FEFP Formula Components. The total FTE (per student) went down from \$6,883 in 2010-11 to \$6,327 for a difference of (\$556.00) or -8.07%. Mr. Morrison stated that the District made modifications to the State's projections by being more conservative in our projections. Mr. Morrison reviewed the program cost factors (weights), the General Operating Fund projected revenue, transfers, and balances.

Dr. Adams noted that starting with the 9th grade, all students must take a virtual class in order to graduate. Board Members were given an opportunity to ask questions and make suggestions.

Mr. Morrison reviewed the Capital Projects revenues and other financing sources as shown on page 15 of the handout. He also went over the Special Revenue Fund, Food Service Fund, Debt Service Fund, and the Revised TRIM Calendar.

IV. Adjournment – Chairman McCain

With no further discussion, the workshop adjourned at approximately 10:56 a.m.

The Indian River County District School Board met on Tuesday, June 28, 2011, at 1:00 p.m. The workshop was held in the Teacher Education Center located at the Central Administrative Offices, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Matthew McCain, Vice Chairman Carol Johnson, and Board Members: Karen Disney-Brombach, Claudia Jiménez, and Jeffrey Pegler. Superintendent Harry J. La Cava, Ed.D., and School Board Attorney Usher "Larry" Brown were not present. Dr. Frances J. Adams, Superintendent Elect, attended as Superintendent of Schools.

Review Five Year Capital Outlay Plan

- I. Workshop was called to order by Chairman Matthew McCain.
- II. Purpose of the Workshop – Dr. Adams
Dr. Adams said that the purpose of the workshop was to review the Five Year Capital Outlay Plan and to present information regarding the Administrative Central Office space.

- III. Presentation – Mr. Morrison/Mrs. Olson

Five Year Capital Outlay Plan

Mr. Morrison stated that the objective of the workshop was to inform the Board of current and projected Five Year Capital Outlay Plan's financial status; discuss and review ongoing projects; discuss and review upcoming projects; and to present information regarding District Administrative Space. Mr. Morrison began with the property tax revenue projections utilizing 1.50 mills set by Legislature. The 2012 property taxes were projected to be \$20,843,735. Mr. Morrison stated that there was no funding for PECO for new construction or for maintenance.

Mrs. Olson gave a summary of the Five Year Capital Outlay Plan expenditures. She said that the District had a balanced plan that was fiscally sound. Mrs. Olson reviewed the two projects that remained to be completed in the five year period: Osceola Magnet replacement school and Beachland Elementary traffic improvements and potential expansion. She said that the Vero Beach Elementary School replacement would be done by spring of 2012. Mrs. Olson noted that the interest rate was 0.111. Mr. Morrison said that the District would never again have an opportunity to borrow at that rate.

It was also noted that the Osceola Magnet School would be rebuilt on the Point West property site. Mrs. Olson stated that the Beachland project included saving the trees on the sight, working with an arborist, oaks coming out that were damaged in the hurricanes, getting feedback from the city of Vero Beach, and working closely with the City and the community. Mrs. Olson gave an update on the Sebastian River High School project with the HV/AC and tennis courts that would be completed by August 2011 and the Freshman Wing that would be built during the next school year. Mrs. Olson also gave an update on the Fellsmere

project. She said they were looking at adjacent property and stated that construction would begin in 2012 and would be completed by 2014.

Administrative Space

Mrs. Olson stated that the current lease expired in February 2012. Options were presented and a recommendation was made by staff to negotiate a short-term lease and to ultimately build a conservative facility at the 66th Avenue site, with approximately 50,000 square feet, at approximately \$135 per square foot, with a construction cost of nearly 50% less than the original estimate.

IV. Questions – Chairman McCain

Board Members were given an opportunity to ask questions and give feedback. It was suggested that the Board's Land Acquisition Committee be put into action for the Fellsmere project, the Administrative Building space, and the Winter Beach property. Board Members agreed to move the District's Information Services to the 66th Ave site. Dr. Adams said that they would bring back to the Board the COP's, Land Acquisition Committee Report, maps for Beachland project, and an aggressive timeline for Osceola Magnet School rebuild. She also said that she would speak to staff about more frequent reports regarding facility construction projects.

V. Adjournment – Chairman McCain

With no further business, the workshop adjourned at approximately 2:44 p.m.

The Indian River County District School Board met on Tuesday, June 28, 2011, at 6:00 p.m. The business meeting was held in the Teacher Education Center located at the Central Administrative Offices, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Matthew McCain, Vice Chairman Carol Johnson, and Board Members: Karen Disney-Brombach, Claudia Jiménez, and Jeffrey Pegler. Dr. Frances J. Adams, Superintendent of Schools, and School Board Attorney Usher "Larry" Brown were also present.

- I. Meeting was called to order by Chairman Matthew McCain.
- II. Invocation was given by Rev. Benny Rhyant of New Mt. Sinai Missionary Baptist Church.

III. PLEDGE OF ALLEGIANCE TO THE FLAG

IV. ADOPTION OF AGENDA

Chairman McCain called for a motion to remove Action C. Approval of 2004-2005 Hurricane Insurance Claims Overpayment from the Table from the June 14 business meeting and to place this item at the end of the Action Agenda.

Mr. Pegler moved Action C. Approval of 2004-2005 Hurricane Insurance Claims overpayment from the Table from the June 14, 2011, business meeting, placing it on this Agenda at the end of the Action Agenda. He also moved to delete Action J from the Agenda. Mrs. Disney-Brombach seconded the motion and it carried unanimously, with a 5-0 vote.

V. PRESENTATIONS

No presentations.

VI. CITIZEN INPUT

Harry Hurst requested to speak on the Board working together.
Matt Mitts requested to speak to the Board regarding Ad Valorem.

VII. CONSENT AGENDA

Mrs. Johnson moved approval of the Consent Agenda as presented. Ms. Jiménez seconded the motion and it carried unanimously, with a 4-0 vote. Note: Mr. Pegler stated his conflict of interest that prevented him from voting on the Consent Agenda. The conflict was in regard to his wife's teaching position.

A. Approval of Hearing Officer's Recommendation – Dr. Adams

It was recommended that the District School Board accept the Hearing Officer's Findings of Fact, Conclusions of Law, and recommendations in regard to Hearing Number 10-86. Superintendent recommended approval.

B. Approval of Minutes – Dr. Adams

1. EPIC and Grading Practices Workshop held 5/3/2011
2. Round Table Discussion held 5/3/2011
3. Budget Work Session #7 held 5/3/2011
4. Health Insurance Workshop held 5/3/2011
5. Annual Health Insurance Report held 5/10/2011
6. Round Table Discussion held 5/10/2011

Superintendent recommended approval.

C. Approval of Personnel Recommendations – Ms. Roberts

Attached was a list of personnel recommendations, which included personnel additions, terminations, and/or changes. Superintendent recommended approval.

D. Approval of Donation – Mr. Morrison

Vero Beach High School received a donation in the amount of \$1,000. The funds would be utilized by AFJROTC. Superintendent recommended approval.

E. Approval of Budget Amendments – Mr. Morrison

This request was for approval of the following budget amendments for fiscal year ending June 30, 2011:

Amendment #3 – Capital Project Funds

Amendment #4– Special Revenue

Superintendent recommended approval.

F. Approval of the Revised Fiscal Year 2011-2012 TRIM Planning Calendar and Budget Adoption Schedule – Mr. Morrison

As per Florida Statute 200.065, the law required School Districts to adopt their budgets within prescribed time schedules. In order to meet those requirements, the attached dates, times, and locations for the Board workshops; and the two public hearings were recommended for approval. Please note the date change for the Public Hearing of the Adoption of Final Budget & Millage Rates from September 8, to September 6, 2011, at 6:00 p.m. Superintendent recommended approval.

G. Approval of Math Team to Travel to Dallas, Texas – Dr. Adams

Vero Beach High School requested permission to travel to Dallas, Texas on July 16-July 22, 2011. The Math Team would participate in the National Mu Alpha Theta convention. Trip would be financed through fundraising efforts. There was no cost to the District. All necessary insurance information had been provided to Risk Management. Superintendent recommended approval.

H. Approval of Contract Renewals with Childcare Providers – Dr. Adams

The contracts outlined the respective responsibilities of the School District and local childcare providers to continue services to children of teen parents participating in the District's Teen Parent Program. According to State mandates, School Districts were required to provide childcare services to the children of teen parents participating in this dropout prevention program. Indian River County utilized several local centers for this purpose. Currently

under this proposal were the following childcare providers: A Kids Academy, Learning Tracks, St. Peter's Child Development Center, Thomas Family Day Care, TLC of Sebastian, Turner's Child Care, and Williams Child Care & Preschool. Cost to the District was offset by the FTE earned by the program. The Superintendent recommended approval.

I. Approval of Florida College Entry-Level Placement Test with Indian River State College – Dr. Adams

The agreement between the School District and Indian River State College provides for the administration of Florida College Entry Level Placement Test to high school students in accordance with the provisions of Rule 6A-10.0315, FAC; and Section 1008.30, F.S. There was no cost to the District. Superintendent recommended approval.

J. Approval of Inter-Institutional Articulation Agreement with Indian River State College for 2011-2012 – Dr. Adams

The Inter-Institutional Articulated Agreement between the School District of Indian River County and Indian River State College allowed the enrollment of high school students in dual enrollment courses for the school year 2011-2012, in accordance with section 1007.271, F.S. This allowed the enrollment of an eligible secondary student in a post-secondary course creditable towards high school completion and a career certificate; or an associate degree. The cost to the District was for textbooks beyond the State allocation which was approximately \$27,683 per year. Superintendent recommended approval.

K. Approval of the Renewal with Florida Virtual School (FLVS) Contract for 2011-2012 – Dr. Adams

In 2008-2009, Legislation required that School Districts provide the option of a full-time, virtual-education program for K-12 students in Indian River County. The District used Florida Virtual School as the provider of the full-time virtual school for 2009-2010. Currently, fifteen students were enrolled. This contract renewed those services effective July 1, 2011, to June 30, 2012. This was FTE driven. Superintendent recommended approval.

L. Approval of the Title I, Part C, Migrant Education Program 2011-12 – Dr. Adams

The purpose of this program was to ensure that the special educational needs of migrant children were identified and addressed. This program supported high quality and comprehensive educational programs for migrant children, in order to help reduce the educational disruptions and other education related problems that resulted from frequent moves. This program also attempted to ensure that migrant students, who move between states, were not put at a disadvantage because of disparities in curriculum, graduation requirements, content, and student academic achievement standards. The program promoted interstate and intrastate coordination of services for migrant children, and included providing educational continuity through the timely transfer of pertinent school records. FY 2011-12 Allocation \$53,778.00. Superintendent recommended approval.

M. Approval of the Title III, Part A, English Language Acquisition, Language Enhancement and Academic Achievement Act 2011-12 – Dr. Adams

Funding purpose and priorities were to improve the education of English language learners (ELLs) by assisting them in learning English and by meeting the challenging and rigorous state academic content and student academic achievement standards. FY 2011-12 Allocation \$196,862.00. Superintendent recommended approval.

N. Approval of Students Leaving Indian River County Schools 2011-2012 – Dr. Adams

Parents resided in Indian River County and were requesting permission for their children to attend schools in Brevard County (11), St. Lucie County (3), Dade (2), and Okeechobee (2). Superintendent recommended approval.

O. Approval of Out of County Student Admissions 2011-2012 – Dr. Adams

Parents requested permission for their children to continue to attend schools in Indian River County. The approved out-of-county requests signed by the Principals of the requested schools and release letters from the students' home counties were attached. Six students were currently attending schools in the District. They were all children of employees. There were four new students. One was a kindergarten student who was a child of an employee. The other three students' parents were building homes in Indian River County. Superintendent recommended approval.

P. Approval of 2011-2012 Individuals with Disabilities Education Act, Part B Grant and Part B Preschool Grant – Mr. Harrah

Each year the School District was given the opportunity to apply for these federal funds. Funding was based upon the number of students with disabilities served during the past year by the Survey 2 Child Count. Monies from these grants must be used for services to students with disabilities only and cannot be used to supplement services provided to all children. Total amount of IDEA Grant was \$3,746,044.00. Superintendent recommended approval.

Q. Approval of Follett Destiny Library Software for 2011-2012 – Dr. Adams

Follett Destiny provided the District with a browser-based library management solution that combined circulation, cataloging, searching, reporting and management in one centrally installed library system. The original contract was signed in 2005. This renewal had a cost impact of \$25, 962.17 with a renewal period beginning on 07/01/2011. Superintendent recommended approval.

Note: Dr. Adams congratulated Mrs. Theresa D'Albora, who was replacing Dr. Adams as Assistant Superintendent of Curriculum and Instruction; Pamela S. Lannon, the new Assistant Superintendent of Human Resources and Risk Management; and Bruce Green, the new Executive Director of Instruction and Information Technology.

VIII. ACTION AGENDA

A. Approval of the Agreement with Environmental Learning Center for 2011-12– Dr. Adams

The Indian River School Board and the Environmental Learning Center Contract agreement would provide environmental educational services to the students during the 2011-2012 school year. The Environmental Learning Center (ELC) would instruct third and fourth grade students during an onsite visit to the ELC. Instruction was guided through the third grades and an environmental education program for the fourth graders entitled *Lagoon Days*. The contract amount would be on a per class basis; \$325.00 for each third grade class that attended and \$508.00 for each fourth grade class.

Ms. Jiménez moved approval of the agreement with Environmental learning Center for 2011-12 as presented. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

B. Approval of 2011-2012 Code of Student Conduct – Mrs. Gielow

Each year the Code of Student Conduct was revised and presented to the School Board. School Board policy 5.10 stated, “the code would be adopted by the School Board on an annual basis to assure compliance with Florida Statutes and applicable rules adopted by the State Board of Education.” This year the Code of Student Conduct Review Committee met five times and it was also reviewed by the Superintendent’s Leadership Council and Principals. Last year’s cost to the District for English and Spanish Code of Student Conduct booklets was \$3,657.80. Superintendent recommended approval.

Mrs. Gielow handed out a piece of Legislation that just came through that she would like included in the Code of Student Conduct. It was in regard to wearing clothing during the school day that exposed underwear or body parts in an indecent or vulgar manner or that disrupted the orderly learning environment. The first, second, and third offenses were outlined in Senate Bill 228 and would be included in the Code.

Mr. Pegler moved approval of 2011-2012 Code of Student Conduct as presented, with the offenses listed in statute for clothing worn during the school day. Mrs. Disney-Brombach seconded the motion and it carried unanimously, with a 5-0 vote.

C. Approval to Set Public Hearing Date for Adoption of Revision to School Board Policy 2.29 Pediculosis Capitis – Mrs. Gielow

On June 14, 2011, the Board discussed the revisions. The purpose of the revisions was to bring the policy into compliance with Florida Statute 1002.20. The Public Hearing would be held during the regular Business meeting on August 9, 2011. Superintendent recommended approval.

Mrs. Disney-Brombach moved approval to set the public hearing date for adoption of revisions to School Board Policy 2.29 Pediculosis Capitis as presented. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

D. Approval to Set Public Hearing Date for Adoption of Revision to School Board Policy 5.21 Assisting Students with Medication – Mrs. Gielow

On June 14, 2011, the Board discussed the revisions. The purpose of the revisions was to bring the policy into compliance with Florida Statute 1006.062 and 1002.20. The Public Hearing would be held during the regular Business meeting on August 9, 2011. Superintendent recommended approval.

Mrs. Disney-Brombach moved approval to set the public hearing date for adoption of revisions to School Board Policy 5.21 Assisting Students with Medication. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

E. Approval to Set Public Hearing Date for Adoption of New School Board Policy 5.40 Teen Dating Violence or Abuse Prohibited – Mrs. Gielow

On June 14, 2011, the Board discussed the new policy. The purpose of the new policy was to comply with Florida Statute 1006.148. The Public Hearing would be held during the regular Business meeting on August 9, 2011. Superintendent recommended approval.

Mrs. Johnson moved approval to set the public hearing date for adoption of new School Board Policy #5.40 as presented. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

F. Approval to Award Contract of Food Service Management Software to MealsPlus, SDIRC 2011-11 - Mr. Morrison

The purpose and intent of this RFP was to secure firm prices and to establish a term contract to provide a turn-key integrated food service management software solution. Food management software was comprised, but not limited to food ordering, receiving, inventory, menu, and nutrition management. The District currently had 22 schools and/or departments that would require this service. All locations must be online and trained on or

before July 22, 2011. Please note that as per 6/27/2011 the District was in receipt of a 72-hour Notice to Protest regarding this recommendation. However, due to the emergency nature of providing meals to students and in accordance of Florida Statutes 120.57(3) (c) circumstances required the continuance of the solicitation to protect health and welfare. The first year impact, as estimated by the Food Service Department, was \$66,738.75 with a reoccurring annual support fee of \$16,635 in subsequent years. In addition, based on satisfactory performance, the awarded vendor may be contracted for two additional fiscal years. The award was recommended to MealsPlus as best responsive and responsible bidder meeting specifications, terms, and conditions. Superintendent recommended approval.

Mr. Pegler moved to award contract of Food Service Management Software to MealsPlus, SDIRC 2011-11 as presented. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

G. Approval of Owner/Contractor Agreements for the Rehabilitation and Service of Existing Thermal Energy Storage Plants (SDIRC 2011-13) – Mr. Morrison

Approval was recommended for the Owner/Contractor Agreements between the School District of Indian River County and the attached referenced contractors for the rehabilitation and service of all equipment associated with the District's ten (10) existing thermal energy storage plants. The Agreements would be for a one (1) year period with the option to renew the Service Only for two (2) additional years. The rehabilitation and service was necessary to continue with the District's energy saving program. In addition, the majority of the schools required some form of remedial work in and around the thermal energy storage plant. The awarded sites and Contractor's bid price for rehabilitation and service for each school site was defined in Article 4-Contract Price of the Agreements. Superintendent recommended approval.

Mrs. Disney-Brombach moved approval of the Owner/Contractor Agreements for the Rehabilitation and Service of Existing Thermal Energy Storage Plants (SDIRC 2011-13) as presented. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

H. Approval for Awards for Custodial Equipment, Bid 2011-15 – Mr. Morrison

The purpose and intent of this bid was for the purchase and delivery of custodial equipment district wide. The estimated financial impact was \$66,800. Award was recommended as follows to the lowest bidders meeting specifications, terms, and conditions: Janitorial Depot of American for Items 2, 3, 5, and 7; South Florida Janitorial and Pool Supply for Item 6 and Zip Zap for Items 1 and 4. Superintendent recommended approval.

Mrs. Disney-Brombach moved approval of awards for Custodial Equipment, Bid 2011-15 as presented. Mr. Pegler seconded the motion and it carried unanimously, with a 5-0 vote.

I. Approval of 2011-2012 Salary Schedules, Pay Date Schedule and Personnel Work Calendars – Ms. Roberts

Attached were the 2011-2012 school year salary schedules, pay date schedule, and personnel work calendars. Superintendent recommended approval.

Mr. Pegler moved approval of 2011-2012 Salary Schedules, pay Date Schedule, and Personnel Work Calendars as presented. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

J. Issue a Broker of Record Letter to Florida School Boards Insurance Trust (FSBIT) and provide Notice of Termination to South Central Educational Risk Management Program (SCERMP) pursuant to Florida Statute. – Mr. Pegler

(Deleted from the Agenda)

Item Tabled at the June 14, 2011, business meeting:

C. Approval of 2004-2005 Hurricane Insurance Claims Overpayment – Mr. Morrison

During the 2004-2005 hurricane season, District facilities sustained substantial damage as a result of hurricanes Frances, Jeanne, and Wilma. The amount of damage was initially too extensive and wide in scope to have an insurance adjuster quantify with specificity; however, payments were distributed to the District in advance based on general initial assessments approved by SCERMP in order for the District to commence repairing damages as soon as practical. Based on provisions included in our policy, the actual damages have been assessed, and it was determined that the District received an overpayment of \$3,420,680.27. Amounts received were \$17,059,798.29; actual amount due was \$13,639,118.02 after the application of deductibles and self insured retentions. Upon further review, it was agreed that \$3.4 million was overpaid to the District and should be returned to the carrier. The funds would be repaid from the Capital Projects Fund subject to any reimbursements that may be obtained from the Federal Emergency Management Agency (FEMA) as we proceed through the project closeout process. Superintendent recommended approval.

Mrs. Johnson moved approval of the 2004-2005 Hurricane Insurance Claims overpayment. Ms. Jiménez seconded the motion. Board Members were given an opportunity to talk about their concerns. The Board voted unanimously in favor of the motion, with a 5-0 vote.

IX. SUPERINTENDENT'S REPORT

Dr. Adams spoke about the summer programs currently underway throughout the District.

X. DISCUSSION

A. Governmental Accounting Standards Board Statement #54 – Fund Balance Reporting. – Mr. Morrison

Mr. Morrison informed the Board about the new standards. The GASB (Governmental Accounting Standards Board) expanded the number of classifications to identify differences in the relative strengths of the constraints placed on how resources can be used. These expanded classifications of fund balance included non-spendable, restricted, committed, assigned, and unassigned. For reporting requirements under Section 1011.051, Florida Statutes, the term “unreserved general fund balance” would mean the sum of the general fund assigned and unassigned fund balances. In order to calculate the financial condition ratio, Florida School Districts should use this sum divided by the general fund total revenues. Mr. Morrison said that he would bring back changes to Board policies to be in compliance with State Statutes.

XI. SCHOOL BOARD MEMBER MATTERS – Chairman McCain

Mrs. Disney-Brombach said that the District was turning over a new page with the new staff.

Ms. Jiménez said that Dr. Adams was putting together a Dream Team. She also talked about the Vero Beach High School play and USDA 5th Grade Lab experience.

Mr. Pegler said that he was very excited about the Fran Adams era.

Chairman McCain was also very excited about moving the District forward in a very positive manner.

XII. INFORMATION AGENDA

A. Financial Report for Month Ending April 2011 – Mr. Morrison

Attached was the Financial Report for month ending April 30, 2011.

XIII. SUPERINTENDENT'S CLOSING

Dr. Adams said that she was humbled to have this opportunity to lead the District. She said that she believed in the organization.

XIV. ADJOURNMENT – Chairman McCain

With no further business, the meeting adjourned at approximately 6:46 p.m.

Minutes of District School Board Information Session
Held 5/24/2011

The Indian River County District School Board met on Thursday, June 30, 2011, at 8:00 a.m. The session was held at the Barefoot Café located at 2036 – 14th Avenue, #100, Vero Beach, Florida. School Board Members attending were: Chairman Matthew McCain, Vice Chairman Carol Johnson, and Board Members: Karen Disney-Brombach, Claudia Jiménez, and Jeffrey Pegler. Dr. Fran Adams, Superintendent, and Peggy Poysell, Executive Assistant to the Superintendent, were also present. Mrs. Poysell took notes for Judy Stang, Executive Assistant to the Board.

Information Session Discussion

- I. Call Discussion to Order – Chairman McCain
- II. Purpose of the Discussion – Dr. Adams
Dr. Adams stated that the purpose of the information session was to discuss the 2010-2011 “A” District status and school grades and other items of immediate importance.
- III. Presentation of Information – Dr. Adams
Dr. Adams presented information on School Grades 2010-2011, IRCEA Impasse, Pointe West real estate closing, school reform, and upcoming workshops.
- IV. Adjournment – Chairman McCain

The meeting adjourned at 10:30 a.m.

Note: The session was not video or audio taped. Minutes were taken.

The Indian River County District School Board met on Thursday, June 30, 2011, at 1:00 p.m. The discussion was held in the Teacher Education Center located at the Central Administrative Offices, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Matthew McCain, Vice Chairman Carol Johnson, and Board Members: Karen Disney-Brombach, Claudia Jiménez, and Jeffrey Pegler. Dr. Frances J. Adams, Superintendent of Schools, was also present. School Board Attorney Usher "Larry" Brown was not present.

Board Members' Districts Discussion

- I. Discussion was called to order by Chairman Matthew McCain.
- II. Purpose of the Discussion/Introductions – Chairman McCain
Alan S. Polackwich, Sr., County Attorney
Gary Gordon, IT Manager, Election's Office
Tricia Verdugo, Accounting Manager, Election's Office
Will Rice, GIS, Indian River County
- III. Presentation by Indian River County Attorney, Alan Polackwitz
Mr. Polackwich stated that this was an opportunity to look at your Districts to make sure they were equal in population. This was done as prescribed by law during odd number of years, after the United States Census was taken. He said that the County Districts had a wide difference in population between their districts. Mr. Polackwich said that the County Commissioners directed the General Counsel to put forth a Redistricting Plan. At the July 12, 2011, the draft Redistricting Plan would be presented to the Commissioners for approval and the first public hearing would be held.

Mr. Polackwich said that the County was informed by Board Attorney, Mr. Brown, who stated in a letter that the Board wanted to move forward to make the School Board's districts the same as the Commissioners, with the same district numbers. He read the redistricting criteria and asked if the Board had additional criterion to consider. Board Members all agreed that number 9, "School boundaries shall be included within a single district, rather than split among two or more districts" should be deleted from the list. The Board's thoughts were that voting for School Board Members was done at large.

Board Members wanted to know who would be following up with the required notice to the State of Florida. Mr. Polackwich said that the County only had jurisdiction over the Commissioners' districts. He said that once the County adopted their new districts, the Board had the option to adopt the same districts by Resolution. Mr. Polackwich said that Mr. Brown would give direction as to proper notification to the State.

IV. Questions – Chairman McCain

Board Member asked if the cycle would be the same for elections. Mr. Gordon said, “Yes”; just make sure you put the new number when you apply to run for election. Mr. Gordon explained how it would help the Elections Office and the public to have the same district numbers for Commissioners and Board Members.

Mr. Polackwitz said that after the first public hearing in July, staff would start to work on the district lines/maps. He reviewed the rest of the proposed timeline that would result in the County’s districts being adopted on October 18, 2011. He said that the Board would have time to adopt the districts before the end of the 2011 year.

Board Members wanted to know if they would be given a map that would show a layover to compare what the district lines were to what it the lines would be if adopted. Mr. Rice said, “Yes”. Mr. Gordon pointed out that there were 6,000 blocks behind the map. He said that they must keep the blocks intact. He said that this could result in an unusual line/shape.

Mr. Polackwitz said that he wanted to ensure that what the County was doing would work for the School Board. He asked, again, if there were any issues that the Board wanted to include. It was noted by a Board Member that the only district that would be affected was District 1. Chairman McCain stated that he did not think there would be any problems.

V. Adjournment – Chairman McCain

With no further discussion, the session adjourned at approximately 1:35 p.m.

CONSENT AGENDA 7/21/11

Personnel Recommendations

1. Instructional Changes
Adamski, Mary – from non-renew to Rosewood, .4 Art Teacher
8/16/11
Leveton, Elizabeth – Adult Education, reassigned to Purchasing
Department 7/14/11
2. Instructional Leaves
Taylor, Erin – VBHS, 5/28/11-8/31/11
3. Instructional Promotions
Conley, Kristy – from Substitute Teacher to Fellsmere 3rd Grade
Teacher 8/16/11
Ogle, Cynthia – from Substitute Teacher to Highlands 5th Grade
Teacher 8/16/11
Rosier, Brittany – from Substitute Teacher to Dodgertown 5th Grade
Teacher 8/16/11
4. Instructional Transfers
Bech, Elizabeth – from Beachland Art Teacher to SRMS Art
Teacher 8/16/11
Bethel, Robyn – from VBE Title 1 Teacher to Sebastian Elementary
Reading Coach 8/16/11
Collier, Catherine – from Storm Grove Middle Teacher Coach to
Staff Development Teacher on Assignment 8/16/11
Day, Marianne – from Treasure Coast P.E. Teacher to VBE
Teacher 8/16/11
Freeland, Jennifer – from VBE 1st Grade Teacher to Treasure
Coast 3rd Grade Teacher 8/16/11
Gold, Nanci – from VBE P.E. Teacher to Treasure Coast P.E.
Teacher 8/16/11
Rahal, Bryan – from SRHS ESE VE Teacher to VBHS ESE
Teacher 8/16/11
**Rawley, Linzey – from Sebastian Elementary 3rd Grade Teacher
to Citrus 4th Grade Teacher 8/16/11**
5. Instructional Separations
Bartholomew, Blake – Substitute Teacher, resignation 6/28/11
Bradley, Stacy – Oslo Middle, deceased 6/28/11
Hansen, Frank – Osceola Magnet, retirement, entering DROP
6/1/11
Harrigan, Christopher – Glendale, retirement, 6/9/11
Hunsecker, Patricia – Treasure Coast, resignation 6/9/11
Jones, Todd – Liberty Magnet, retirement, exiting DROP 6/9/11
McAuliff, Michael – Substitute Teacher, resignation 6/28/11
Ring, Christina – Substitute Teacher, termination, never worked
7/1/11
Rymer, Jeffrey – Substitute Teacher, termination, never worked
7/1/11

- Sam, Julie - Citrus, resignation 6/9/11
 Sammons, James – VBHS, retirement, entering DROP 6/1/11
 Sheets, Susan – Substitute Teacher, resignation 8/1/11
 Spencer, Loma – Thompson Learning Center, retirement, entering
 DROP 6/1/11
 VanDeVeire, Tracey – Citrus, resignation 8/16/11
6. Instructional Employment
 Wright, Jennifer – Pelican Island, Speech and Language
 Pathologist 8/8/11
7. Support Staff Changes
**Condron, Michele – Pelican Island, from Teacher Assistant to
 Food Service Worker 8/22/11**
**Fernandez, Fernando – reinstated to SRMS Teacher Assistant
 8/22/11**
Harden, Willie – reinstated to Treasure Coast Custodian 7/1/11
 Hawkins, Carole – reinstated to SRMS Senior Secretary 1 7/25/11
 Herrera, Gonzalo – reinstated and transferred to SRMS Custodian
 7/14/11
 Jenkins, Barry – reinstated to Purchasing Warehouse Worker
 7/1/11
**Johnson, Debbie – reinstated to Storm Grove Middle Food
 Service Worker 8/22/11**
**Mitchell, Beverly – reinstated to Fellsmere Head Custodian
 7/18/11**
**Pressley, Natarsha – reinstated to Osceola Magnet Food
 Service Worker 8/22/11**
**Sharder, Cindy – reinstated to Storm Grove Middle Food
 Service Worker 8/22/11**
Sidles, Vicki – reinstated to Purchasing Buyer 7/1/11
 Verderber, Dawn – reinstated to Storm Grove Middle Senior
 Secretary 1 7/25/11
8. Support Staff Leaves
 Francois, Francoise – VBHS, 6/29/11-7/11/11
 Myrick, Ebony – SRHS, extend to 7/1/11-7/8/11
 Tomoser, Jean – VBHS, 6/28/11-9/18/11
9. Support Staff Promotions
 Klein, Sharon – from Glendale Teacher to Oslo Middle Student
 Support Specialist 8/16/11
10. Support Staff Transfers
 Alderson, Maribell – from SRHS to SRMS Custodian 7/6/11
 Autullo, Margaret – from Wabasso Teacher Assistant to Osceola
 Magnet School Computer Lab Assistant 8/22/11
**Brunicardi, Cathy – from Wabasso Teacher Assistant to
 Treasure Coast School Computer Lab Assistant 8/22/11**
 Bucknor, Carlton – from SRMS Custodian to Osceola Magnet
 Custodian 7/14/11

Chatfield, Jenna – from Sebastian Elementary Teacher Assistant to Pelican Island School Computer Lab Assistant 8/22/11

Delacruz, Richard – from SRMS Custodian to Osceola Magnet Custodian 7/6/11

Dowling, Rachel – from Wabasso Teacher Assistant to Thompson Learning Center Teacher Assistant 8/22/11

Folsom, Virginia – from FLC Teacher Assistant to VBHS Switchboard Operator 8/16/11

Herman, Angela – from Thompson Learning Center Teacher Assistant to Gifford Middle Teacher Assistant 8/16/11

Kahn, Leona – from Treasure Coast Teacher Assistant to Fellsmere School Computer Lab Assistant 8/22/11

Smith, Rickey – from Rosewood Teacher Assistant to Glendale School Computer Lab Assistant 8/22/11

Tarpley, Valecia – from FLC Teacher Assistant to Highlands School Computer Lab Assistant 8/22/11

11. Support Staff Separations

Brown, Johnnie M. – Purchasing, retirement, exiting DROP 8/31/11

Del Grosso, Mildred – Oslo Middle, retirement, 6/9/11, pending FRS attestation

Gabbert, Karen – Substitute Teacher Assistant, resignation 6/27/11

Myrick, Ebony Rosa – SRHS, retirement, exiting DROP 7/8/11

Parks, John – Maintenance, retirement 6/30/11, pending FRS attestation

Parrish, Brenda – Substitute Health Assistant, resignation 5/13/11

Strate, Stacie – SRHS, resignation 8/22/11

Thornton, Frank R. – Maintenance, retirement, entering DROP 11/1/11

~~**Williams, Robert – Substitute Custodian, resignation 7/6/11**~~

12. Support Staff Employment

Davenport, Colleen – Beachland, Student Support Specialist 8/16/11

Titus, Susanne – Business and Finance, Budget Analyst 7/25/11

13. Administrative Promotions

Del Tufo, Susan – from Citrus Reading Coach to Fellsmere, Assistant Principal 7/25/11

14. Administrative Employment

15. Approval is recommended for changes to the following job descriptions: Assistant Superintendent for Finance/Operations; Director of Facilities Planning and Construction; Director of Maintenance; Director of Purchasing and Warehousing; Director of Secondary Education/Staff Development; Director of Transportation; Supervisor of Print Shop and Records Management; Director of Food and Nutrition Services.

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
ASSISTANT SUPERINTENDENT FOR FINANCE-~~CEO~~/OPERATIONS

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Master's degree with major course work in administration, accounting, business management, or related field from an accredited educational institution and five (5) years supervisory experience in business, budget, finance, accounting, or educational administration. A CPA Certificate will be considered equivalent to a Master's Degree and will be paid at the supplement value of a Master's Degree.

or

Bachelor's degree in finance, business administration, or related field from an accredited educational institution and seven (7) years successful experience in business, budget, finance, or accounting including (5) five years in a supervisory or administrative position.

- (2) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to establish and maintain a financial investment program. Ability to prepare and administer the district budget. Knowledge of auditing procedures and practices. Ability to communicate effectively, both orally and in writing. Ability to use computer hardware and software. Problem-solving skills. Ability to formulate and implement new business methods and procedures. Ability to prepare concise and comprehensive reports and written correspondence. Skill in financial planning. Ability to select, train, motivate and evaluate staff. Ability to plan, organize and direct the work of subordinates. Analytical, organizational, and managerial skills. Leadership ability. Ability to plan and present information to the public. Ability to use effective public relations skills. Ability to work with diverse groups. Knowledge of group dynamics. Skill in consensus building. Ability to read, interpret and implement the State Board of Education rules, School Board policies and appropriate federal and state statutes. Knowledge of effective practices pertaining to business, maintenance, transportation, operations, and food service. Knowledge of the Florida Education Finance Program, federal and state statutes, and rules related to school finance. Knowledge of the state and federal legislative processes.

REPORTS TO:

Superintendent

JOB GOAL

~~To provide administrative leadership and supervision for business management that result in efficient and effective operations to support educational excellence through the use of modern business practices and technologies.~~

To provide administrative leadership, supervision for business management and operations, that result in efficient and effective operations in support of the educational

ASSISTANT SUPERINTENDENT FINANCE/OPERATIONS (Continued)

program by administering the functions of planning, maintenance, construction management and finance.

SUPERVISES:

Administrative and Support Personnel

PERFORMANCE RESPONSIBILITIES:**Service Delivery**

- * (1) Coordinate all business functions of the district.
- * (2) Supervise the management and financial accounting functions of the district.
- * (3) Monitor the financial condition of the district and individual school and department budgets.
- * (4) Seek new revenue sources to enhance the district's overall operations, instructional programs, and capital acquisitions.
- * (5) Develop and implement budgetary controls to ensure that adequate resources are available for planned programs and that expenditures are within budget.
- * (6) Oversee the development, adoption, and implementation of the district budget.
- * (7) Plan, coordinate and oversee the school-based budgeting system for the district.
- * (8) Review departmental and district program budget proposals and advise managers of budget feasibility and availability of funds.
- * (9) Monitor district and school FTE results in relation to the district revenue forecasts.
- * (10) Respond to FTE audit reports jointly with the Assistant Superintendent for Curriculum and Instruction.
- * (11) Provide student projections and cost analysis for the district.
- * (12) Supervise the maintenance of district financial records and the preparation of the annual financial report and program cost reports.
- * (13) Ensure that financial and grant reporting is in compliance with statements issued by the Governmental Accounting Standards Board.
- * (14) Coordinate the audit activities of the district with federal, state and independent auditors and oversee responses to external audit reports.
- * (15) Ensure that audits of internal funds are completed as scheduled and that corrective measures are taken when necessary.
- * (16) Assist in the district's long-term capital outlay planning process and the presentation of the capital improvement plan to the School Board.
- * (17) Assist in the preparation for collective bargaining and participate in the bargaining process.
- * (18) Direct the district's cash management program and supervise the control of cash flow to ensure that adequate funds are available for daily operations and to receive maximum returns on investments.
- * (19) Oversee business services department, data processing services, school food service program, purchasing, operation of the warehouse and acquisition and disposition of real property for the School Board.
- * (20) Administer professional service contracts with engineers, architects and attorneys.
- * (21) Supervise the administration of the facilities and construction department.
- * (22) Supervise the administration of the maintenance and operations department.

ASSISTANT SUPERINTENDENT FINANCE/OPERATIONS (Continued)

- * (23) Supervise the administration of the building department.
- * (24) Administer and provide for a comprehensive facilities study on a five, ten and fifteen-year basis, updated annually, including cost estimates and long-range financial planning.

Inter/Intra-Agency Communication and Delivery

- * (25) Serve as the district's representative in legislative activities.
- * (26) Convey to the School Board the financial impact of the budget as it relates to district goals and priorities.
- * (27) Ensure that the Superintendent is informed of all matters related to the functions of the business services division.
- * (28) Provide information to the Superintendent and Board on the financial status of the district and the use of resources through sound management practices.
- * (29) Maintain communication with legislators, the Florida Department of Education, and other appropriate organizations and associations regarding the financial impact of proposed legislation on the district.
- * (30) Monitor legislation and inform the Superintendent and staff regarding fiscal impact.
- * (31) Maintain communication with department heads.
- * (32) Interpret the philosophy, programs, and policies of the district to staff and the community.
- * (33) Maintain communication with schools.
- * (34) Maintain liaison with federal, state and local agencies regarding operations of the department.
- * (35) Build working relationships with various community leaders and organizations.
- * (36) Maintain effective community relations and interpret financial matters to the community.
- * (37) Provide oversight and direction for cooperative planning with other agencies.
- * (38) Establish and maintain intergovernmental relations with municipalities and county personnel.

Professional Growth and Improvement

- * (39) Keep abreast of statutory and regulatory requirements and proposed changes in areas of responsibility and advise the Superintendent regarding their impact on the district.
- * (40) Keep informed about current trends in education through attendance at conferences and related training activities.
- * (41) Assist in the development, implementation, and evaluation of staff development activities.
- * (42) Develop and implement a cross-training program for finance department employees.
- * (43) Participate in training activities which will improve knowledge and skills.

Systemic Functions

- * (44) Facilitate changes which will improve services to schools.
- * (45) Participate in district-wide planning to relate the use of financial and human resources to the district goals and objectives.
- * (46) Assist the Superintendent in organizational analysis and development.
- * (47) Serve as the district's OPPAGA coordinator.
- * (48) Serve as the district's class size coordinator.
- * (49) Help establish policies to be implemented in the event of a hurricane or other disaster.

ASSISTANT SUPERINTENDENT FINANCE/OPERATIONS (Continued)

- *(50) Review, recommend and initiate improved methods, policies and procedures for budget preparation, implementation and analysis.
- *(51) Prepare or supervise the preparation of all required reports and the maintenance of all appropriate records.
- *(52) Initiate and maintain a system of internal controls to safeguard the assets of the district and provide for accountability for public funds.
- *(53) Coordinate the preparation of the district's legislative priorities and program.
- *(54) Attend Board meetings and provide accurate information as requested.
- *(55) Prepare agenda items for School Board meetings.
- *(56) Assist assigned departments to focus on the mission and goals of the district.
- *(57) Participate in the development of the district compensation plans.
- *(58) Participate in various advisory committees.
- *(59) Assist in the development of School Board policies and administrative guidelines.

Leadership and Strategic Orientation

- *(60) Serve on the Superintendent's Leadership Team.
- *(61) Provide leadership for the planning, implementation, and evaluation of business services necessary to support instructional programs for educational excellence.
- *(62) Utilize collaborative planning and shared decision-making with school centers and departments.
- *(63) Coach and mentor subordinates.
Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

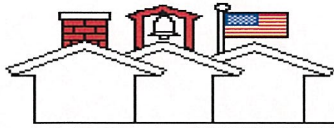
Job Description Supplement 11

TERMS OF EMPLOYMENT:

Administrative Pay Grade ADM I 244 days worked per year (12 months)
Index 2.59

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.



School District of Indian River County

"A CommUNITY Partnership Toward Educational Excellence"

I. TITLE: Director of Facilities Planning & Construction

II. QUALIFICATIONS:

1. Bachelor's degree in any of the following: School Administration, Education Leadership, Construction Facility Planning, or Architecture.
2. Experience in School Building Administration, Facility Planning and Construction, Architecture or related areas.
3. Working knowledge of interrelationship of school system divisions.
4. Such alternatives to the above qualifications as the Board may find appropriate and acceptable, i.e., experience and training with a state or local agency in the field of management or construction may be substituted for the educational qualifications.
5. Clearance of background check and drug screening.

III. REPORTS TO: ~~Executive Director of Planning & Operations~~ Assistant Superintendent for Finance/Operations

IV. SPECIFIC DUTIES AND RESPONSIBILITIES:

(Please see back of page)

V. EVALUATION: Performance will be evaluated by Assistant Superintendent for Planning & Operations ~~Assistant Superintendent for Finance/Operations~~ on the appropriate personnel evaluation form.

To be completed by Department of Human Resources. Do not write below this line.

Pay Grade ADM IV

Job Code _____

TERMS OF EMPLOYMENT: 250 DAYS WORKED PER YEAR (12 MONTHS)

244

Contract Code:

Administrative X

Support Personnel _____

Professional/Technical _____

Instructional _____

Date Approved: 10/26/04

Revised: 03/11/08

Revised: 07/26/11

Director of Facilities Planning & Construction (Continued)

SPECIFIC DUTIES AND RESPONSIBILITIES

1. Coordinates the planning and implementation of the District's new construction, renovation, and remodeling projects.
2. Continually reviews and collects data pertinent to construction.
3. Coordinates and assists in the acquisition of property and facilities.
4. Coordinates the selection and hiring of architects, engineers, and other consultants.
5. Supervises and evaluates subordinates as assigned
6. Processes files of all construction plans, contracts and related documents that pertain to buildings and facilities. Maintains administrative records and files to reflect logical continuity and complete project history.
7. Maintains and monitors budgets as per district guidelines. Reviews all pay requests, change orders, and other construction documents.
8. Serves as a liaison between architects and finance division.
9. Serves as the State Department of Education contact person for all facility related matters and coordinates school construction projects with other governmental agencies, i.e., Indian River County, Cities of Sebastian, Fellsmere, and Vero Beach.
10. Ensures that construction plans and documents are prepared in accordance with educational specifications, district guideline, and Florida Department of Education rules.
11. Prepares and maintains all documents and records as required by Board policy and State law.
12. Works with the Director of Maintenance to ensure coordination in meeting the facility needs of the district.
13. Works as a liaison with school site building committees and architects.
14. Works as a liaison between the district and construction management firm or individual.
15. Works with principals to make sure facilities are properly equipped.
16. Performs other tasks and duties assigned.

Date Approved: 10/26/04

Revised: 03/11/08

Revised: 07/26/11

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

DIRECTOR OF MAINTENANCE

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Bachelor's degree from an accredited educational institution in a related field.
- (2) Five (5) years of supervisory experience in construction, facility maintenance or associated functions may be substituted for Bachelor's degree.
- (3) Experience in construction and/or maintenance.
- (4) Experience in school building administration, facility planning, plant management, architecture or related area.
- (5) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

1. Bachelor's degree desired or 5 years of relative experience may substitute for a college degree.
2. A minimum of five (5) years of supervisory/administrative or related experience preferred.
3. High school diploma or equivalent.
4. Knowledge of the construction trades.
5. Ability to read and interpret architectural drawings and specifications.
6. Certification as a sanitation, casualty and safety inspector preferred.
7. Basic computer skills required. Ability to enhance computer skills as required.
8. Such alternatives to the above qualifications as the Superintendent may find appropriate and acceptable.
9. Clearance of background check and drug screening.

REPORTS TO:

Executive Director of Planning and Operations
Assistant Superintendent for Finance/Operations

JOB GOAL

To provide a safe, clean, well maintained environment to support the teaching/learning process.

SUPERVISES:

Assigned Personnel

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Direct and supervise maintenance department staff.
- *(2) Supervise and coordinate a comprehensive program of school plant maintenance that will ensure a safe, clean, attractive and pleasant school atmosphere.
- *(3) Implement a program that provides for regular preventive maintenance.
- *(4) Implement an efficient system for dealing with emergency repair problems.
- *(5) Organize the assignment and supervision for all maintenance coordinators.
- *(6) Develop cost estimates and recommend priorities on repair projects.

DIRECTOR OF MAINTENANCE (Continued)

- * (7) Recommend the hiring of contractors to perform maintenance or repair services when appropriate.
- * (8) Recommend outside firms for maintenance of specialized projects and/or equipment.
- * (9) Develop and oversee an annual budget for maintenance and environmental compliance.
- * (10) Develop and coordinate short- and long-range plans for the maintenance of School Board facilities.
- * (11) Ensure compliance with state statutes, rules, regulations and School Board policy relating to maintenance and construction.

Inter/Intra-Agency Communication and Delivery

- * (12) Interact with parents, outside agencies, businesses and the community to enhance the understanding of district initiatives and priorities and to elicit support and assistance.
- * (13) Respond to inquiries and concerns in a timely manner.
- * (14) Keep supervisor informed of potential problems or unusual events.
- * (15) Serve on district, state or community councils or committees as assigned or appropriate.
- * (16) Assist in providing oversight and direction for cooperative planning with other agencies.
- * (17) Assist in the interpretation of programs, philosophy and policies of the district to staff, students, parents and the community.
- * (18) Work closely with district and school staffs to support school improvement initiatives and processes.

Professional Growth and Improvement

- * (19) Maintain a network of peer contacts through professional organizations.
- * (20) Keep informed and disseminate information about current research, trends and best practices in area of responsibility.
- * (21) Maintain expertise in assigned areas to fulfill project goals and objectives.
- * (22) Facilitate the development, implementation and evaluation of staff development activities in assigned areas.
- * (23) Attend training sessions, conferences and workshops as assigned or appropriate to keep abreast of current practices, programs and legal issues.

Systemic Functions

- * (24) Assist in developing and maintaining safety standards consistent with state and insurance regulations.
- * (25) Assist in developing a program of preventive safety for buildings and grounds personnel.
- * (26) Participate with principals and others on matters related to contract procedures, disputes or disciplinary problems involving union support personnel.
- * (27) Plan for general and specialized training to enhance the ability of employees and departments to serve the district.
- * (28) Represent the district in a positive and professional manner.
- * (29) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions.
- * (30) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- * (31) Develop annual goals and objectives consistent with and in support of district goals and priorities.

Leadership and Strategic Orientation

- * (32) Provide leadership and direction for assigned areas of responsibility.

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

DIRECTOR OF PURCHASING AND WAREHOUSING

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Bachelor's degree in Business Administration or related field from an accredited educational institution.
- (2) Four (4) years successful experience in business management.
- (3) Experience in purchasing activity for a governmental or state agency.
- (4) Experience in writing product specifications, bid invitations and requests for proposals.
- (5) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of Florida Statutes, budgeting, cost accounting, contract management, contract negotiations, cost avoidance programs, and current industry procurement standards. Skill in employee supervision, group dynamics and leadership. Ability to communicate orally and in writing.

REPORTS TO:

Executive Director of Finance

Assistant Superintendent for Finance/Operations

JOB GOAL

To provide professional, effective, and efficient procurement, warehousing, and property service to students, district staff, vendors, and the public while safeguarding the district's financial interests, ensuring an adequate level of internal control and consistently striving to improve the value of those services.

SUPERVISES:

Assigned Personnel

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- * (1) Manage and administer all aspects of assessing, developing, and implementing effective purchasing, property management and warehousing programs for the district in accordance with applicable law, rules and procedures.
- * (2) Write specifications and prepare bid invitations for all purchases requiring bids with the exception of insurance.
- * (3) Assist as necessary in the preparation of bid invitations for construction projects.
- * (4) Assist schools and departments with technology purchases.
- * (5) Evaluate bids received, make recommendations for School Board action, and issue purchase orders or contracts as applicable after bid approval.
- * (6) Assist with the management of personal property, including record keeping, auditing and disposition.

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Board Approved: 04/25/06

Revised 03/11/08

Revised 07/26/11

DIRECTOR OF PURCHASING AND WAREHOUSING (Continued)

- * (7) Provide access to current state purchasing contracts for use with School Board purchases.
- * (8) Maintain and provide access to a reference library of awarded suppliers for expediting purchases of supplies and equipment.
- * (9) Evaluate and make recommendations for major purchases that are in the best interests of the school district.
- * (10) Assist in the development of administrative guidelines, bid specifications, and procedures for reviewing/tabulating bids.
- * (11) Maintain and provide public access to all bid, award, and contract utilization records.

Inter/Intra-Agency Communication and Delivery

- * (12) Interact with outside agencies, businesses and the community to enhance the understanding of district initiatives and priorities and to elicit support and assistance.
- * (13) Issue vendor 1099's.
- * (14) Respond to inquiries and concerns in a timely manner.
- * (15) Keep supervisor informed of potential problems or unusual events.
- * (16) Serve on district, state or community councils or committees as assigned or appropriate.
- * (17) Provide oversight and direction for cooperative purchasing with other agencies.
- * (18) Assist in the interpretation of programs, philosophy and policies of the district to staff and the community.
- * (19) Advise staff regarding regulations, procedures, prices, quality of merchandise and potential vendors.
- * (20) Work closely with district and school staffs to support school improvement initiatives and processes.

Professional Growth and Improvement

- * (21) Develop and implement ongoing training programs in the effective use of purchasing, property management and warehousing programs.
- * (22) Maintain a network of peer contacts through professional organizations.
- * (23) Keep informed and disseminate information about current research, trends and best practices in areas of responsibility.
- * (24) Maintain expertise in assigned areas to fulfill project goals and objectives.
- * (25) Facilitate the development, implementation and evaluation of staff development activities in assigned areas.
- * (26) Attend training sessions, conferences and workshops as assigned or appropriate to keep abreast of current practices, programs and legal issues.

Systemic Functions

- * (27) Assist in the development of School Board policies.
- * (28) Represent the district in a positive and professional manner.
- * (29) Develop or assist in developing the department budget and monitor its implementation as required.
- * (30) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions.
- * (31) Prepare all required reports including a periodic review of compliance with purchasing procedures relating to district purchases made without prior purchasing approval.
- * (32) Develop annual goals and objectives consistent with and in support of district goals and priorities.

Leadership and Strategic Orientation

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Board Approved: 04/25/06
 Revised 03/11/08
 Revised 07/26/11

DIRECTOR OF PURCHASING AND WAREHOUSING (Continued)

- *(33) Provide leadership and direction for assigned areas of responsibility.
- *(34) Provide leadership and guidance in the development of annual goals and objectives for assigned department or program.
- *(35) Assist in implementing the district's goals and strategic commitment.
- *(36) Exercise proactive leadership in promoting the vision and mission of the district.
- *(37) Set high standards and expectations and promote professional growth for self and others.
- *(38) Utilize appropriate strategies and problem-solving tools to make decisions regarding planning, utilization of funds, delivery of services and evaluation of services provided.
- *(39) Collaborate with Finance Department and contribute to the planning and operation of the district.
- *(40) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
- *(41) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.

Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

Job Description Supplement 11

TERMS OF EMPLOYMENT:

Administrative Pay Grade ADM IV 250 days worked per year (12 months)
244

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
DIRECTOR OF SECONDARY EDUCATION/STAFF DEVELOPMENT
JOB DESCRIPTION

QUALIFICATIONS:

- (1) Master's degree from an accredited educational institution.
- (2) Valid Florida certification in Educational Leadership, Administration and Supervision, School Principal or Professional School Principal.
- (3) Five (5) years experience in education.
- (4) Experience in personnel and human resources development management preferred.
- (5) Training and/or experience in staff development instructional design preferred.
- (6) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of federal and state laws regarding personnel services. Knowledge of the Florida Administrative Code. Knowledge of federal rules and regulations governing the employment process. Knowledge of Florida funding and budgeting. Ability to communicate orally and in writing. Ability to use high-level interpersonal skills to maintain effective relationships. Ability to plan, supervise, organize, schedule and solve problems. Ability to handle highly sensitive personnel matters in a timely and professional manner. Ability to make presentations to a wide variety of audiences.

REPORTS TO:

Assistant Superintendent for Curriculum and Instruction
Executive Director of Core Curriculum

JOB GOAL

To provide leadership, coordination, and support for learning programs and activities to provide high quality programs to secondary school students throughout the district. To provide a comprehensive, high quality staff development program to ensure the district will realize maximum value from each of its employees through training and other developmental activities.

SUPERVISES:

Assigned Personnel

PERFORMANCE RESPONSIBILITIES:**Service Delivery**

- * (1) Coordinate the development and implementation of performance standards for secondary programs.
- * (1) Coordinate the development, implementation and evaluation of curriculum for secondary programs.
- * (2) Coordinate, monitor, and evaluate secondary programs.

Board Approved: 06/14/2011
 Revised: 07/26/2011

DIRECTOR OF SECONDARY EDUCATION AND STAFF DEVELOPMENT (Continued)

- * (3) Monitor test results and provide assistance to improve student performance.
- * (4) Assist in the development, utilization, revision and distribution of instructional program materials.
- * (5) Assist with the annual update and implementation of the Student Progression Plan.
- * (6) Assist in the development of administrative guidelines for secondary programs.
- * (7) Direct and coordinate the planning, implementation and evaluation of the staff development program.
- * (8) Direct and manage all staff development activities, including the district's management training program.
- * (9) Oversee the development and maintenance of a master calendar for all staff development activities throughout the district.
- * (10) Oversee the maintenance of staff development records.
- * (11) Assist with the program for inservice incentive bonuses.
- * (12) Coordinate the development of the Master Inservice Plan.
- * (13) Develop programs to meet identified training needs.
- * (14) Assist with the coordination of district efforts to ensure that teachers, administrators, and paraprofessionals meet the highly qualified requirements.
- * (15) Assist teachers to meet English for Speakers of Other Languages (ESOL) and out of field requirements.
- * (16) Coordinate the activities of the Professional Development Council.
- * (17) Coordinate the district's professional orientation program.
- * (18) Coordinate programs for future and current administrators.
- * (19) Develop appropriate manuals as needed to implement School Board policies, state statutes, and State Board of Education rules.
- * (20) Prepare and present oral and written reports to the public and the school district.
- * (21) Direct the planning, implementation and evaluation of the district's staff development program.
- * (22) Develop and monitor appropriate grants.

Inter/Intra-Agency Communication and Delivery

- * (23) Maintain contact with other school districts, colleges and universities, governmental agencies and professional management associations in the area of personnel management.
- * (24) Collaborate with Instructional Services to conduct periodic assessments of training needs for administrative, instructional, noninstructional and support personnel throughout the district.
- * (25) Serve as contact for the Management Training Institute.
- * (26) Serve as a resource person to personnel concerning professional growth and development and related staff development activities.
- * (27) Interact with parents, outside agencies, businesses and the community to enhance the understanding of district initiatives and priorities and to elicit support and assistance.
- * (28) Respond to inquiries and concerns in a timely manner.
- * (29) Keep supervisor informed of potential problems or unusual events.
- * (30) Serve on district, state or community councils or committees as assigned or appropriate.
- * (31) Provide oversight and direction for cooperative planning with other agencies.
- * (32) Assist in the interpretation of programs, philosophy and policies of the district to staff, parents and the community.

Board Approved: 06/14/2011

Revised: 07/26/2011

DIRECTOR OF SECONDARY EDUCATION AND STAFF DEVELOPMENT (Continued)

- * (33) Work closely with district and school staffs to support school improvement initiatives and processes.

Professional Growth and Improvement

- * (34) Coordinate placement of student interns from colleges and universities.
- * (35) Keep informed and disseminate information about current research, trends and best practices in secondary education.
- * (36) Maintain a network of peer contacts through professional organizations.
- * (37) Keep informed and disseminate information about current research, trends and best practices in areas of responsibility.
- * (38) Maintain expertise in assigned areas to fulfill project goals and objectives.
- * (39) Facilitate the development, implementation and evaluation of staff development activities in assigned areas.
- * (40) Attend training sessions, conferences and workshops as assigned or appropriate to keep abreast of current practices, programs and legal issues.

Systemic Functions

- * (41) Ensure that school improvement initiatives are consistent with the district vision and mission.
- * (42) Represent secondary schools at district functions.
- * (43) Assist principals, as needed, in the recruitment, selection, and placement of personnel.
- * (44) Assist in the preparation of the School Board meeting agenda and prepare appropriate reports.
- * (45) Assist in the development of administrative guidelines.
- * (46) Assist in the development of School Board policies.
- * (47) Represent the district in a positive and professional manner.
- * (48) Develop the department budget and monitor its implementation.
- * (49) Assist in developing the district budget.
- * (50) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions.
- * (51) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- * (52) Develop annual goals and objectives consistent with and in support of district goals and priorities.

Leadership and Strategic Orientation

- * (53) Review internal personnel procedures and develop new procedures when required or when new procedures will aid in a more efficient operation.
- * (54) Provide leadership and direction for assigned areas of responsibility.
- * (55) Assist in implementing the district's goals and strategic commitment.
- * (56) Exercise proactive leadership in promoting the vision and mission of the district.
- * (57) Set high standards and expectations and promote professional growth for self and others.
- * (58) Utilize appropriate strategies and problem-solving tools to make decisions regarding planning, utilization of funds, delivery of services and evaluation of services provided.
- * (59) Collaborate with schools and departments and contribute to the planning and operation of the district.
- * (60) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.

Board Approved: 06/14/2011
Revised: 07/26/2011

DIRECTOR OF SECONDARY EDUCATION AND STAFF DEVELOPMENT (Continued)

*(61) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.

Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

Job Description Supplement 11

TERMS OF EMPLOYMENT:

Administrative Pay Grade ADM IV 244 days worked per year (12 months)

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board Approved: 06/14/2011
Revised: 07/26/2011

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

DIRECTOR OF TRANSPORTATION

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Bachelor's degree from an accredited educational institution.
- (2) Major course of study in management, public administration, or allied field preferred.
- (3) Three (3) years experience in education or transportation.
- (4) Five (5) years experience in transportation, management, planning or associated functions that include supervision of people, processes and budgets.
- (5) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of transportation operations, including county, state and federal transportation regulations. Knowledge of computer systems in relation to transportation services. Knowledge of current industry trends. Ability to communicate orally and in writing. Skill in personnel supervision. Leadership and management skills. Ability to conduct accident investigations. Ability to manage departmental budget and finances. Knowledge of geography of the area.

REPORTS TO: Executive Director of Finance

Assistant Superintendent for Human Resources and Risk Management

JOB GOAL

To enable each student to take full advantage of the complete range of curricular and extracurricular activities offered by the district by providing safe, efficient and professional transportation services.

SUPERVISES:

Assigned Personnel

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- * (1) Plan, organize and direct pupil transportation, vehicle maintenance and inspection for the District.
- * (2) Maintain cost records on all vehicles, including gasoline, parts, labor, and inspections.
- * (3) Oversee the driver training program for all employees driving school vehicles and other training programs to enhance the level of transportation services.
- * (4) Administer the department in accordance with all relevant statutes, state regulations, applicable School Board policy and administrative directives.
- * (5) Conduct accident investigations.
- * (6) Ensure bus operators maintain all required qualifications.
- * (7) Verify and authorize department payrolls.
- * (8) Develop student transportation schedules and driver assignments.

DIRECTOR OF TRANSPORTATION (Continued)

- * (9) Oversee the acquisition, use and accounting of equipment, parts, supplies, and fuel used in the transportation department.
- * (10) Oversee transportation Florida Education Finance Program (FEFP) reporting to ensure accuracy and timeliness.
- * (11) Oversee the acquisition and disposal of buses and other vehicles.
- * (12) Direct routing and scheduling of buses and review bus stop locations for safety and efficiency.
- * (13) Provide continuous programs to recruit and train bus operators and assistants.

Inter/Intra-Agency Communication and Delivery

- * (14) Serve as the management representative in union-related matters impacting transportation services personnel.
- * (15) Interact with parents, outside agencies, businesses and the community to enhance the understanding of district initiatives and priorities and to elicit support and assistance.
- * (16) Respond to inquiries and concerns in a timely manner.
- * (17) Keep supervisor informed of potential problems or unusual events.
- * (18) Serve on district, state or community councils or committees as assigned or appropriate.
- * (19) Provide oversight and direction for cooperative planning with other agencies.
- * (20) Assist in the interpretation of programs, philosophy and policies of the district to staff, students, parents and the community.

Professional Growth and Improvement

- * (21) Maintain a network of peer contacts through professional organizations.
- * (22) Keep informed and disseminate information about current research, trends and best practices in area of responsibility.
- * (23) Maintain expertise in assigned areas to fulfill project goals and objectives.
- * (24) Facilitate the development, implementation and evaluation of staff development activities in assigned areas.
- * (25) Participate in state training programs and courses to increase the level of transportation services.

Systemic Functions

- * (26) Represent the district in a positive and professional manner.
- * (27) Prepare the annual transportation budget and monitor its implementation as required.
- * (28) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions.
- * (29) Prepare or oversee the preparation of all required reports and maintain all appropriate records.
- * (30) Develop annual goals and objectives consistent with and in support of district goals and priorities.
- * (31) Conduct periodic studies for the purpose of improving the delivery of transportation services.
- * (32) Assist in the development of policies and procedures for transportation services.
- * (33) Assist in the determination of locations for instructional programs and school centers.

Leadership and Strategic Orientation

- * (34) Provide leadership and direction for assigned areas of responsibility.
- * (35) Provide leadership and guidance in the development of annual goals and objectives for assigned department or program.

DIRECTOR OF TRANSPORTATION (Continued)

- *(36) Assist in implementing the district's goals and strategic commitment.
- *(37) Exercise proactive leadership in promoting the vision and mission of the district.
- *(38) Set high standards and expectations and promote professional growth for self and others.
- *(39) Utilize appropriate strategies and problem-solving tools to make decisions regarding planning, utilization of funds, delivery of services and evaluation of services provided.
- *(40) Collaborate with executive director, other departments and agencies, and contribute to the planning and operation of the district.
- *(41) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
- *(42) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.
Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

Job Description Supplement 11

TERMS OF EMPLOYMENT:

Administrative	Pay Grade	ADM IV	250 days worked per year (12 months)
			244

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
SUPERVISOR OF PRINT SHOP AND RECORDS MANAGEMENT
JOB DESCRIPTION

QUALIFICATIONS:

- (1) High school diploma or equivalent.
- (2) Postsecondary training preferred.
- (3) Five (5) years of successful experience in the printing field, including management.
- (4) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of desktop publishing, pre-press, offset and digital printing. Ability to determine the quality of materials and supplies needed and determine the source of quality service. Ability to interpret and follow oral and written instructions. Knowledge of Occupational Safety and Health Administration (OSHA) regulations. Ability to communicate orally and in writing and establish good working relationships. Ability to manage departmental budget and finances.

REPORTS TO:

Public Information Officer/Community Regulations
Director Purchasing & Warehousing

JOB GOAL

To coordinate, plan and direct the printing operation and production necessary to generate quality products and to assure that vital records are securely stored on the proper media.

SUPERVISES:

Assigned Personnel

PERFORMANCE RESPONSIBILITIES:**Service Delivery**

- * (1) Plan the work schedule and job priorities on a regular basis.
- * (2) Determine and prescribe materials and equipment to be used.
- * (3) Provide material and information needed for all phases of the operation to complete the desired product, both economically and efficiently.
- * (4) Maintain adequate stock and supplies to meet the needs of the students.
- * (5) Manage an exceptional increase of production during peak demand times.

Inter/Intra-Agency Communication and Delivery

- * (6) Communicate effectively with the public, staff members, administrators and other contact persons using tact and good judgment.
- * (7) Respond to inquiries and concerns in a timely manner.
- * (8) Keep supervisor informed of potential problems or unusual events.
- * (9) Serve on district, state or community councils or committees as assigned or appropriate.
- * (10) Provide oversight and direction for cooperative planning with other agencies.

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Board Approved: 4/25/06

Revised: 07/28/09

Revised: 07/26/11

SUPERVISOR OF PRINT SHOP AND RECORDS MANAGEMENT (Continued)**Professional Growth and Improvement**

- *(11) Maintain a network of peer contacts through professional organizations.
- *(12) Keep informed and disseminate information about current research, trends and best practices in area of responsibility.
- *(13) Maintain expertise in assigned areas to fulfill project goals and objectives.
- *(14) Facilitate the development, implementation and evaluation of staff development activities in assigned areas.
- *(15) Participate in state training programs and courses to increase the level of transportation services.

Systemic Functions

- *(16) Represent the district in a positive and professional manner.
- *(17) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions.
- *(18) Prepare or oversee the preparation of all required reports and maintain all appropriate records.
- *(19) Develop annual goals and objectives consistent with and in support of district goals and priorities.

Leadership and Strategic Orientation

- *(20) Provide leadership and direction for assigned areas of responsibility.
 - *(21) Provide leadership and guidance in the development of annual goals and objectives for assigned department or program.
 - *(22) Exercise proactive leadership in promoting the vision and mission of the district.
 - *(23) Set high standards and expectations and promote professional growth for self and others.
 - *(24) Utilize appropriate strategies and problem-solving tools to make decisions regarding planning, utilization of funds, delivery of services and evaluation of services provided.
 - *(25) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
 - *(26) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.
- Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects.

Job Description Supplement 10

TERMS OF EMPLOYMENT:

Professional Technical Pay Grade P4 244 days worked per year (12 months)

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

©EMCS

Board Approved: 4/25/06

Revised: 07/28/09

Revised: 07/26/11

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

DIRECTOR OF FOOD AND NUTRITION SERVICES

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Bachelor's degree with specialization in food and nutrition, business management, or other acceptable field.
- (2) Certification in School Food Service.
- (3) Five (5) years of responsible food service management and administrative experience.
- (4) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of current trends and standards in the preparation and distribution of institutional foods and dietetics. Knowledge of USDA regulations, State Board of Education rules, centralized purchasing, standards of health, safety and cleanliness. Knowledge of specification writing for food service equipment and architectural design. Knowledge of public relations. Knowledge of nutrition and quantity food production. Skill in administrative and financial management operations. Knowledge of computer systems and applications. Ability to communicate orally and in writing.

REPORTS TO:

~~Executive Director of Finance~~

Assistant Superintendent for Human Resources and Risk Management

JOB GOAL

To provide an outstanding, fiscally sound nutrition program of food services which meets local, state and federal requirements and the needs of students throughout the District.

SUPERVISES:

Assigned Personnel

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Direct and coordinate the implementation of a school food service plan in accordance with program requirements, regulations, and policies of the federal government (USDA), Florida Department of Education and the school district.
- *(2) Standardize food service policies, level of cleanliness, health and safety.
- *(3) Operate a program of centralized purchasing.
- *(4) Prepare specifications and bid conditions for all items that require such bids by law or School Board policy.
- *(5) Supervise cafeteria accounting procedures and food service accounting procedures at the district level.
- *(6) Make all applications for federal and state subsidies.

©EMCS

Revised 03/11/08
Board Approved: 04/25/06

DIRECTOR OF FOOD AND NUTRITION SERVICES (Continued)

- * (7) Review and evaluate all requests and recommendations for purchases of new and replacement equipment.
- * (8) Coordinate the maintenance and repair of food service equipment.
- * (9) Plan the district-wide menus and promote quality food preparation and service.
- * (10) Inspect school lunch facilities and operations to ensure that standards of cleanliness, health and safety are being maintained.
- * (11) Recommend standardized prices charged for various types of meals.
- * (12) Serve as a resource person for the instructional phases of the food service program and in the classroom instructional units pertaining to lunch.
- * (13) Consult with school planners and architects on plans and specifications for new or renovated food preparation centers.
- * (14) Oversee fiscal management and provide for periodic financial analysis of program operations.
- * (15) Administer state/federal reimbursement and supervise the preparation of all records and reports as required.
- * (16) Conduct administrative reviews and surveys as required by the Florida Department of Education.
- * (17) Request and allocate federally donated commodities to school cafeterias in accordance with prescribed inventory procedures.
- * (18) Prepare and submit requests for grants for federal programs and equipment.
- * (19) Visit schools on a regular basis.
- * (20) Interface with principal concerning the operation of the food service program.

Inter/Intra-Agency Communication and Delivery

- * (21) Facilitate contracted food service agreements.
- * (22) Keep the public informed of the menus and services offered by the school cafeterias and of the health and educational benefits gained by children through participation in the school food service program.
- * (23) Interact with parents, outside agencies, businesses and the community to enhance the understanding of district initiatives and priorities and to elicit support and assistance.
- * (24) Respond to inquiries and concerns in a timely manner.
- * (25) Keep supervisor informed of potential problems or unusual events.
- * (26) Serve on district, state or community councils or committees as assigned or appropriate.
- * (27) Provide oversight and direction for cooperative planning with other agencies.
- * (28) Assist in the interpretation of programs, philosophy and policies of the district to staff, students, parents and the community.
- * (29) Work closely with district and school staffs to support school improvement initiatives and processes.

Professional Growth and Improvement

- * (30) Maintain a network of peer contacts through professional organizations.
- * (31) Keep informed and disseminate information about current research, trends and best practices in area of responsibility.
- * (32) Maintain expertise in assigned areas to fulfill project goals and objectives.
- * (33) Facilitate the development, implementation and evaluation of staff development activities in assigned areas.
- * (34) Attend training sessions, conferences and workshops as assigned or appropriate to keep abreast of current practices, programs and legal issues.

DIRECTOR OF FOOD AND NUTRITION SERVICES (Continued)**Systemic Functions**

- *(35) Assist in the development of School Board policies.
- *(36) Prepare school and district level school food service budgets.
- *(37) Represent the district in a positive and professional manner.
- *(38) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions.
- *(39) Prepare or oversee the preparation of all required reports and maintain all appropriate records.
- *(40) Develop annual goals and objectives consistent with and in support of district goals and priorities.

Leadership and Strategic Orientation

- *(41) Provide leadership and direction for assigned areas of responsibility.
- *(42) Provide leadership and guidance in the development of annual goals and objectives for assigned department or program.
- *(43) Assist in implementing the district's goals and strategic commitment.
- *(44) Exercise proactive leadership in promoting the vision and mission of the district.
- *(45) Set high standards and expectations and promote professional growth for self and others.
- *(46) Utilize appropriate strategies and problem-solving tools to make decisions regarding planning, utilization of funds, delivery of services and evaluation of services provided.
- *(47) Collaborate with other departments and agencies and contribute to the planning and operation of the district.
- *(48) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
- *(49) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.
Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

Job Description Supplement 11

TERMS OF EMPLOYMENT:

Administrative Pay Grade ADM IV*

244

~~250~~ days worked per year (12 months)

* Position is authorized an annual supplement in the amount of \$5000 when qualified as a registered dietician

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

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The School District of Indian River County

The Superintendent recommends Board approval for the following Budget Amendment for the fiscal year ending June 30, 2011

Debt Service- Amendment # 2

Estimated Revenue:

Increase Estimated Revenue for SBE/COBI State of Florida	
Bonds	\$ 6,477.54
Decrease budget for interest revenue	(2,000.00)
Decrease in Revenue Budget	<u>\$ 4,477.54</u>

Expenditure Budget

Increase in budgeted principal payments	\$ (5,000.00)
Increase in budgeted interest payments	\$ (1,477.04)
Increase in Expenditure Budget	<u>\$ (6,477.04)</u>

Fund Balance:

Net change (decrease) in fund balance for Debt service funds	<u>\$ (1,999.50)</u>
--	----------------------

C/S

FLORIDA DEPARTMENT OF EDUCATION
 FINANCIAL MANAGEMENT SECTION
 AMENDMENT TO DISTRICT SCHOOL BUDGET

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 2010-2011 AMENDMENT No. 2
 DEBT SERVICE

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
Totals		17,151,954.53	6,477.54	2,000.00	17,156,432.07
Federal Interest Subsidy	3199	693,873.98	0.00	0.00	693,873.98
SBE / COBI Bond	3322	587,737.50	6,477.54	0.00	594,215.04
GOB Tax Levy	3412	4,751,374.24	0.00	0.00	4,751,374.24
Interest on Investments	3431	7,000.00	0.00	2,000.00	5,000.00
Transfer from Capital Projects	3630	9,975,527.32	0.00	0.00	9,975,527.32
Fund Balance	2750	1,136,441.49	0.00	0.00	1,136,441.49
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Redemption of Principal	9200-710	9,423,567.21	5,000.00	0.00	9,428,567.21
Interest Expense	9200-720	6,712,519.59	1,477.54	0.50	6,713,996.63
Dues & Fees	9200-730	240,000.00	0.00	0.00	240,000.00
Fund Balance	9700-970	775,867.73	0.00	1,999.50	773,868.23
Totals		17,151,954.53	6,477.54	2,000.00	17,156,432.07

Adopted By Board: July 21, 2011

 District Superintendent's Signature



Beachland Elementary School

3350 Indian River Drive East
Vero Beach, Florida 32963-1799

Telephone: (772) 564-3300

FAX: (772) 564-3350

lf
7/21

Carol Wilson
Principal

Caroline Barker
Assistant Principal

June 23, 2011

{To}: School Board Members

{From}: Carol Wilson, Principal

Regarding: Donation – Radio purchase

A donation of seven (7) radios (Motorola BPR-40 Radios) valued at \$1,470.00 was received from Beachland PTA. These radios will be used to support our grade levels in daily communication needs.

Carol P. Wilson

Carol Wilson, Principal

CW/br



U
7/21

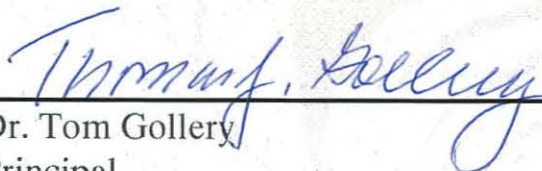
Wabasso School

8895 U. S. 1 • Sebastian, Florida 32958
Telephone: (772) 978-8000 • Fax: (772) 978-8028
Dr. Tom Gollery, Principal

Date: May 23, 2011
To: School Board Members
From: Dr. Tom Gollery
Regarding: Request for Approval of Donation

A donation of \$1,700.00 was received from the Fraternal Order of Eagles, Aerie & Auxiliary # 4374. The funds are to be used for student need as approved by principal.

These funds were deposited into Wabasso School internal funds account entitled donations.



Dr. Tom Gollery
Principal

RECEIVED
JUN 28 2011
By 

SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

Telephone: (772) 564-4170 • Fax: (772) 564-4182

6/27/21

June 23, 2011

To: School Board Members
From: Daniel Gilbertson, Sebastian River High School
Regarding: Request for Approval of Donation

A donation of \$1000.00 was received from Florida Law Enforcement Games. The funds will be used for the boys and girls track and field team's travel, entry fees, team meals, supplies and equipment for the upcoming 2012 track and field season.

These funds were deposited into the boys and girls track and field internal account.

Daniel Gilbertson



"You Can't Hide That Shark Pride"

Daniel Gilbertson Principal	Jessica Keaton Assistant Principal	Craig Kinsley Assistant Principal	Kelly Ward Assistant Principal	William Wilson III Assistant Principal
Stephanie Cleveland Guidance Counselor	Kim O'Keefe Guidance Counselor	Wendy Palmer Guidance Counselor	Lynn Phillips Guidance Counselor	Enrique Valencia Guidance Counselor

School District of Indian River County



SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

Telephone: (772) 564-4170 • Fax: (772) 564-4182

4
7/21

May 31, 2011

To: School Board Members
From: Daniel Gilbertson, Sebastian River High School
Regarding: Request for Approval of Donation

A donation of \$1500.00 was received from The Lions Foundation of Fellsmere, Inc... The funds are to be used for the Sebastian River High School Rugby team travel, equipment, entry fees, out of state travel to National.

These funds were deposited into Sebastian River High School Girls Rugby internal account.


Daniel Gilbertson



"You Can't Hide That Shark Pride"

Daniel Gilbertson Principal	Jessica Keaton Assistant Principal	Craig Kinsley Assistant Principal	Kelly Ward Assistant Principal	William Wilson III Assistant Principal
Stephanie Cleveland Guidance Counselor	Kim O'Keefe Guidance Counselor	Wendy Palmer Guidance Counselor	Lynn Phillips Guidance Counselor	Enrique Valencia Guidance Counselor

School District of Indian River County



'FY 12

CONTRACT FOR PURCHASE OF CHILDCARE SERVICES TEEN PARENT PROGRAM

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

This contract is entered into between the School District of Indian River County, by and through its governing body the Indian River County School Board, hereinafter referred to as the "SCHOOL DISTRICT" and the childcare center, hereinafter referred to as the "PROVIDER" *identified as:*

BRIGHT BEGINNINGS

The purpose of this agreement is to identify the respective responsibilities of the parties involved to provide childcare services to children of teen parents participating in the Teen Parent Program, as outlined in the district's Comprehensive Dropout Prevention Plan and as mandated by state statute.

GENERAL CONTRACT PROVISIONS

RESPONSIBILITIES OF THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY

1. Basis of Payment for Services Rendered:
 - a. The provider shall be paid by the SCHOOL DISTRICT for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the provider by the District, during such period of time as the child continues to be eligible and placed in the provider's care.
 - b. The SCHOOL DISTRICT agrees to pay for only those days when school is in session. Scheduled holidays, teacher workdays and summer vacation days will not be paid.
 - c. Funds will be remitted bi-monthly to the provider after receipt of the required documentation of services.
2. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week. No pay will be garnered for children who are absent the full week.
3. Transportation: The SCHOOL DISTRICT agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.
4. Eligibility for Services: The SCHOOL DISTRICT has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the provider, subject to the provider's right to limit the number of children which it can accommodate.

5. Termination of Child From Provider's Care: The SCHOOL DISTRICT may remove a child from the provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by The SCHOOL DISTRICT that there is a good-faith reason to do so. If The SCHOOL DISTRICT determines that a child should be removed from a provider's care or terminated from the program, it has the right to do so immediately.
6. The PROVIDER'S Right to Terminate a Child From Services: Upon written request from the PROVIDER, the SCHOOL DISTRICT shall allow the PROVIDER to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL DISTRICT shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
7. The SCHOOL DISTRICT agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

RESPONSIBILITIES OF PROVIDER

8. The PROVIDER agrees to provide developmentally appropriate childcare to children assigned to the center.
9. The PROVIDER agrees to cooperate fully with the staff of the School District of Indian River County in providing the most appropriate learning environment for the students assigned to the program.
10. The PROVIDER agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum Standards for Childcare Programs, the Rules of the Indian River County School Board, current state standards for licensing of childcare providers or all applicable federal requirements, whichever is more stringent, and to continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.
11. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL DISTRICT shall have the right to terminate this contract for breach.
12. The PROVIDER agrees to maintain accurate and timely records, as required by the SCHOOL DISTRICT of Indian River County and the Department of Education.
13. The PROVIDER agrees that its records are subject to Ch. 119 to the fullest extent required by law, that the party creates and maintains the records related to its performance of the contract on behalf of the School District.
14. The PROVIDER agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.
15. The PROVIDER agrees to accommodate the teen parents' school schedule.
16. The PROVIDER agrees to provide staff who will be sensitive to the special needs of the teen parents.
17. The PROVIDER agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
18. The PROVIDER shall not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with Federal and State requirements except on written consent of the recipient's parent or guardian when authorized by law.

The PROVIDER shall comply with Family Educational Rights and Privacy Act (FERPA) and 1002.22, Florida Statutes, and require compliance by the PROVIDER and all of its employees and agents. Persons employed by the PROVIDER with access to student identifying information must be on a "need to know" basis.

19. During the term of this agreement, The PROVIDER agrees to maintain Commercial General Liability coverage in the amount of **\$1,000,000** per each occurrence and **\$2,000,000** aggregate. As evidence of such coverage, The PROVIDER shall furnish the SCHOOL DISTRICT with a Certificate of Insurance naming the SCHOOL DISTRICT "additional insured". This certificate shall be provided prior to commencing service under this agreement. Nothing in this Agreement shall be construed to waive the District's limits pursuant to Ch. 768.28, Florida Statutes.
20. The PROVIDER shall indemnify and hold harmless the SCHOOL DISTRICT, its officers, agents, and employees from any and all claims and causes of action against the SCHOOL DISTRICT arising out of the performance of this Contract by the PROVIDER.

GENERAL TERMS

21. Venue shall be in Indian River County.
22. This Agreement shall be conceived for purposes under the laws of the State of Florida and may not be changed, modified, altered or amended, except by an instrument in writing signed by the parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed so that all remaining terms and provision of the Agreement shall otherwise remain in full force and effect.
23. Each party shall bear their own costs should litigation arise from this Agreement.

This agreement will be in effect from August 1, 2011 to June 1, 2012

This contractual agreement may be terminated by either party upon breach of any of the covenants or conditions, provided, however, not less than ten (10) days written notice is given of the breach. The other party shall have five (5) days whereafter in which to correct the breach. Either party may terminate this contract without cause upon thirty (30) days written notice to the other party. If this contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under this contract. The SCHOOL DISTRICT shall only be required to pay to the PROVIDER that amount of the contract actually performed to the date of termination.

School Board Chairman
School District of Indian River County

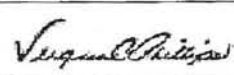


Director Childcare Center

Date



Date

CERTIFICATE OF INSURANCE				ISSUE DATE	4/11/2011	
PRODUCER United Insurance Agency 720 Delaware Ave. Suite G. Ft. Pierce, FL 34950		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED Bright Beginnings Child Care Center Inc c/o Willie & Bonita Ricahardson 4700 32nd Ave Vero Beach, FL 32960		COMPANIES AFFORDING COVERAGE				
		COMPANY LETTER	A	Scottsdale Insurance Company		
		COMPANY LETTER	B	N/A		
		COMPANY LETTER	C	N/A		
		COMPANY LETTER	D	N/A		
COMPANY LETTER	E	Scottsdale Insurance Company				
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	CPS1246985	8/17/2010	8/17/2011	GENERAL AGGREGATE	2,000,000
					PRODUCTS-COM/CP AGG.	1,000,000
					PERSONAL & ADV. INJURY	1,000,000
					EACH OCCURRENCE	1,000,000
					DAMAGE PREM RENTED TO YOU	50,000
					MED EXPENSE (Any one person)	5,000
B	PERSONAL LIABILITY				COMBINED SINGLE LIMIT	
					MEDICAL PAYMENTS TO OTHERS	
C	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
D						
E	PROPERTY	CPS1246985	8/17/2010	8/17/2011	BUILDING	115,000
					CONTENTS	30,000
					LOSS OF USE	
DESCRIPTION OF OPERATIONS / VEHICLES / SPECIALTY ITEMS Day Care Center, Day Care Centers Other than Not- For- Profit						
THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER. SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.						
SURPLUS LINES AGENT VIRGINIA C. PHILLIPS LICENSE# A206695 13577 FEATHERSOUND DRIVE PO BOX 17069 CLEARWATER, FLORIDA 33762						
CERTIFICATE HOLDER ADDITIONAL INSURED - E.L.C.I. - R.M.O. 10 SE CENTRAL PKWY SUITE 400 Stuart, FL 34994		Should any of the above described policies be cancelled before the expiration date, the company shall endeavor to mail 30 days written notice to the certificate holder named to the laR, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives.				
		AUTHORIZED SIGNATURE 				

47523

This fax was sent with GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 11 01 96

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective August 17, 2010 12:01 A.M. standard time	Policy No. CPS1246985
Named Insured BRIGHT BEGINNINGS CHILD CARE	Countersigned by

(Authorized Representative)

SCHEDULE

- 1. Designation of Premises (Part Leased to You):
SEE SCHEDULE OF LOCATIONS
- 2. Name of Person or Organization (Additional Insured):
INDIAN RIVER COUNTY SCHOOL DISTRICT
1990 25TH ST
VERO BEACH, FL 32960
- 3. Additional Premium: INCL

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

- This insurance does not apply to:
- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - 2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

'FY 12

CONTRACT FOR PURCHASE OF CHILDCARE SERVICES TEEN PARENT PROGRAM

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

This contract is entered into between the School District of Indian River County, by and through its governing body the Indian River County School Board, hereinafter referred to as the "SCHOOL DISTRICT" and the childcare center, hereinafter referred to as the "PROVIDER" *identified as:*

ROSS SMALL WORLD CHILDCARE

The purpose of this agreement is to identify the respective responsibilities of the parties involved to provide childcare services to children of teen parents participating in the Teen Parent Program, as outlined in the district's Comprehensive Dropout Prevention Plan and as mandated by state statute.

GENERAL CONTRACT PROVISIONS

RESPONSIBILITIES OF THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY

1. Basis of Payment for Services Rendered:
 - a. The provider shall be paid by the SCHOOL DISTRICT for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the provider by the District, during such period of time as the child continues to be eligible and placed in the provider's care.
 - b. The SCHOOL DISTRICT agrees to pay for only those days when school is in session. Scheduled holidays, teacher workdays and summer vacation days will not be paid.
 - c. Funds will be remitted bi-monthly to the provider after receipt of the required documentation of services.
2. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week. No pay will be garnered for children who are absent the full week.
3. Transportation: The SCHOOL DISTRICT agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.
4. Eligibility for Services: The SCHOOL DISTRICT has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the provider, subject to the provider's right to limit the number of children which it can accommodate.

5. Termination of Child From Provider's Care: The SCHOOL DISTRICT may remove a child from the provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by The SCHOOL DISTRICT that there is a good-faith reason to do so. If The SCHOOL DISTRICT determines that a child should be removed from a provider's care or terminated from the program, it has the right to do so immediately.
6. The PROVIDER'S Right to Terminate a Child From Services: Upon written request from the PROVIDER, the SCHOOL DISTRICT shall allow the PROVIDER to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL DISTRICT shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
7. The SCHOOL DISTRICT agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

RESPONSIBILITIES OF PROVIDER

8. The PROVIDER agrees to provide developmentally appropriate childcare to children assigned to the center.
9. The PROVIDER agrees to cooperate fully with the staff of the School District of Indian River County in providing the most appropriate learning environment for the students assigned to the program.
10. The PROVIDER agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum Standards for Childcare Programs, the Rules of the Indian River County School Board, current state standards for licensing of childcare providers or all applicable federal requirements, whichever is more stringent, and to continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.
11. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL DISTRICT shall have the right to terminate this contract for breach.
12. The PROVIDER agrees to maintain accurate and timely records, as required by the SCHOOL DISTRICT of Indian River County and the Department of Education.
13. The PROVIDER agrees that its records are subject to Ch. 119 to the fullest extent required by law, that the party creates and maintains the records related to its performance of the contract on behalf of the School District.
14. The PROVIDER agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.
15. The PROVIDER agrees to accommodate the teen parents' school schedule.
16. The PROVIDER agrees to provide staff who will be sensitive to the special needs of the teen parents.
17. The PROVIDER agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
18. The PROVIDER shall not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with Federal and State requirements except on written consent of the recipient's parent or guardian when authorized by law.

The PROVIDER shall comply with Family Educational Rights and Privacy Act (FERPA) and 1002.22, Florida Statutes, and require compliance by the PROVIDER and all of its employees and agents. Persons employed by the PROVIDER with access to student identifying information must be on a "need to know" basis.

19. During the term of this agreement, The PROVIDER agrees to maintain Commercial General Liability coverage in the amount of **\$1,000,000** per each occurrence and **\$2,000,000** aggregate. As evidence of such coverage, The PROVIDER shall furnish the SCHOOL DISTRICT with a Certificate of Insurance naming the SCHOOL DISTRICT "additional insured". This certificate shall be provided prior to commencing service under this agreement. Nothing in this Agreement shall be construed to waive the District's limits pursuant to Ch. 768.28, Florida Statutes.
20. The PROVIDER shall indemnify and hold harmless the SCHOOL DISTRICT, its officers, agents, and employees from any and all claims and causes of action against the SCHOOL DISTRICT arising out of the performance of this Contract by the PROVIDER.

GENERAL TERMS

21. Venue shall be in Indian River County.
22. This Agreement shall be conceived for purposes under the laws of the State of Florida and may not be changed, modified, altered or amended, except by an instrument in writing signed by the parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed so that all remaining terms and provision of the Agreement shall otherwise remain in full force and effect.
23. Each party shall bear their own costs should litigation arise from this Agreement.

This agreement will be in effect from August 1, 2011 to June 1, 2012

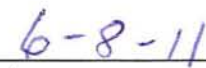
This contractual agreement may be terminated by either party upon breach of any of the covenants or conditions, provided, however, not less than ten (10) days written notice is given of the breach. The other party shall have five (5) days whereafter in which to correct the breach. Either party may terminate this contract without cause upon thirty (30) days written notice to the other party. If this contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under this contract. The SCHOOL DISTRICT shall only be required to pay to the PROVIDER that amount of the contract actually performed to the date of termination.

School Board Chairman
School District of Indian River County



Director Childcare Center

Date



Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Commercial Insurance Agency P.O. Box 295 Cassadaga, FL 32706 Phone (386)775-1781 Fax (386)775-3666		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED Ross Small World Child Care, Mercy Ross DBA 5620 47th Street Vero Beach, FL 32967-		INSURER(S) AFFORDING COVERAGE INSURER A : Northfield Insurance Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC #	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	WS103451	03/08/2011	03/08/2012	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Professional Liability						\$1,000,000 / \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

School Board of Indian River County is named additional insured as regards the general liability policy.

CERTIFICATE HOLDER

CANCELLATION

School Board of Indian River County 1707 16th Street Vero Beach, FL 32960 Fax: 772-564-3077	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**MULTI-DISTRICT PROGRAM AGREEMENT
ST. LUCIE COUNTY / INDIAN RIVER COUNTY
2011-2012 SCHOOL YEAR**

Indian River District (RECEIVING) serves students from St. Lucie District, (RESIDENT) as agreed upon by the two districts, in the following areas in cases where such services are needed: mentally handicapped, physically impaired, speech/language impaired, hearing impaired, deaf, visually impaired, emotionally handicapped, learning disabled, homebound/hospitalized, and those in need of physical therapy or occupational therapy.

Whereas, the RECEIVING District has established facilities and specialized instruction for children with handicaps noted; and

Whereas, the RESIDENT District in cooperation with RECEIVING District finds the facilities and instructional programs to fit the needs of an individual, students may be enrolled in programs in RECEIVING District as agreed by the Districts.

If the RECEIVING District determines that it cannot provide an appropriate placement for an exceptional student, the RESIDENT District shall be responsible for providing such appropriate placement, including all costs associated with implementing such placement, through due process hearings or otherwise.

RECEIVING District shall receive all FTE funds generated by the student(s) who attends the program(s) with his/her exceptionality.

It shall be the responsibility of the RECEIVING District to:

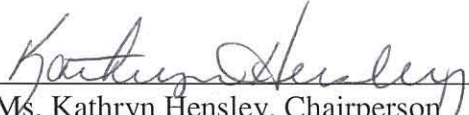
1. Designate responsibilities for the implementation of district procedures, pursuant to Fla. Admin. Code Rule 6A-6.03411;
2. Provide transportation within the county from one school to another as needed during the school day;
3. Provide program and staff supervision; and
4. Provide funding for the program(s) utilizing FTE funds generated by pupils being served through the multi-district agreement.

It shall be the responsibility of the RESIDENT District to provide transportation of the student(s) to and from the program(s) to the home base school in the RECEIVING District.

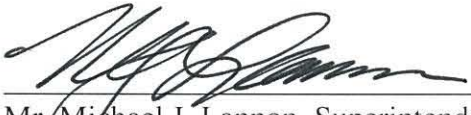
Neither party shall unlawfully discriminate in any way as to race, creed, color, religion, age sex, marital status, disability, or national origin in any respect in carrying out of the terms of this Agreement. All parties agree to comply with the applicable provisions of all state and federal antidiscriminatory laws including, but not limited to, the Civil Rights Acts of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination in Employment Act, as amended; and the Americans with Disabilities Act of 1990.

The School Boards recognize their liability for certain tortious acts of its agents, officers, and employees to the extent and limit provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver any right of defense that the Boards may possess and reserves all such rights as against any and all claims that may be brought under this Agreement.

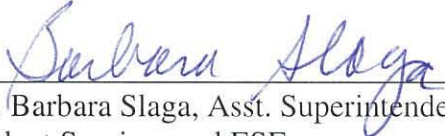
This Agreement will be in effect one year. It will be reviewed at the end of the 2012 school year and, based upon mutual agreement between the Boards, be continued after approval of all Boards. Either agency can terminate the Agreement by providing the other agencies with written notice of intent to dissolve the Agreement effective 90 days from the date of the communiqué.

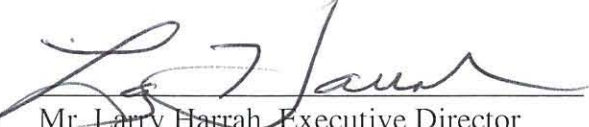

Ms. Kathryn Hensley, Chairperson
School Board of St. Lucie County

Mr. Matthew McCain, Chairman
School Board of Indian River County


Mr. Michael J. Lannon, Superintendent
School Board of St. Lucie County

Dr. Frances J. Adams, Superintendent
School Board of Indian River County


Ms. Barbara Slaga, Asst. Superintendent
Student Services and ESE
School Board of St. Lucie County


Mr. Larry Harrah, Executive Director
ESE and Student Services
School Board of Indian River County

5-24-11
Date

Date

**MULTI-DISTRICT PROGRAM AGREEMENT
ST. LUCIE COUNTY / INDIAN RIVER COUNTY
2011-2012 SCHOOL YEAR**

St. Lucie District (RECEIVING) serves students from Indian River District, (RESIDENT) as agreed upon by the two districts, in the following areas in cases where such services are needed: mentally handicapped, physically impaired, speech/language impaired, hearing impaired, deaf, visually impaired, emotionally handicapped, learning disabled, homebound/hospitalized, and those in need of physical therapy or occupational therapy.

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Whereas, the RESIDENT District in cooperation with RECEIVING District finds the facilities and instructional programs to fit the needs of an individual, students may be enrolled in programs in RECEIVING District as agreed by the Districts.

If the RECEIVING District determines that it cannot provide an appropriate placement for an exceptional student, the RESIDENT District shall be responsible for providing such appropriate placement, including all costs associated with implementing such placement, through due process hearings or otherwise.

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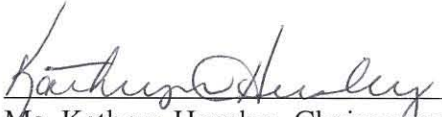
1. Designate responsibilities for the implementation of district procedures, pursuant to Fla. Admin. Code Rule 6A-6.03411;
2. Provide transportation within the county from one school to another as needed during the school day;
3. Provide program and staff supervision; and
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It shall be the responsibility of the RESIDENT District to provide transportation of the student(s) to and from the program(s) to the home base school in the RECEIVING District.

Neither party shall unlawfully discriminate in any way as to race, creed, color, religion, age sex, marital status, disability, or national origin in any respect in carrying out of the terms of this Agreement. All parties agree to comply with the applicable provisions of all state and federal antidiscriminatory laws including, but not limited to, the Civil Rights Acts of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination in Employment Act, as amended; and the Americans with Disabilities Act of 1990.


The School Boards recognize their liability for certain tortious acts of its agents, officers, and employees to the extent and limit provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the Boards may possess and reserves all such rights as against any and all claims that may be brought under this Agreement.

This Agreement will be in effect one year. It will be reviewed at the end of the 2012 school year and, based upon mutual agreement between the Boards, be continued after approval of all Boards. Either agency can terminate the Agreement by providing the other agencies with written notice of intent to dissolve the Agreement effective 90 days from the date of the communiqué.



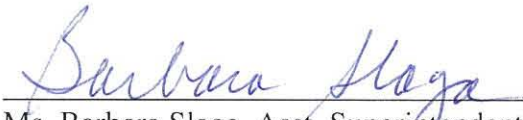
Ms. Kathryn Hensley, Chairperson
School Board of St. Lucie County

Mr. Matthew McCain, Chairman
School Board of Indian River County

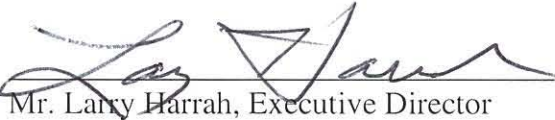


Mr. Michael J. Lannon, Superintendent
School Board of St. Lucie County

Dr. Frances J. Adams, Superintendent
School Board of Indian River County



Ms. Barbara Slaga, Asst. Superintendent
Student Services and ESE
School Board of St. Lucie County



Mr. Larry Harrah, Executive Director
ESE and Student Services
School Board of Indian River County

5-24-11

Date

Date



STATE OF FLORIDA
VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM
STATEWIDE PROVIDER AGREEMENT

I. PARTIES AND TERM OF AGREEMENT

1. **THIS AGREEMENT** is made and entered into this ____ day of _____, 20¹¹, by and between the Early Learning Coalition of Indian River, Martin & Okeechobee Counties, Inc. ("COALITION"), and Indian River School District (hereinafter referred to as "PROVIDER"), with its principal offices located at 1990 25th Street * Vero Beach, FL 32960. If PROVIDER is a school district executing a single Agreement on behalf of multiple public school VPK providers, a list of the public school VPK providers with which the COALITION enters into this Agreement and their physical addresses are included in Attachment _____. If PROVIDER is the owner of multiple private providers or multiple sites executing a single Agreement on behalf of multiple private VPK providers or multiple VPK sites, a list of the VPK providers or VPK sites and their physical addresses are included in Attachment _____.
2. This Agreement applies to the 20¹¹ -20¹² Voluntary Prekindergarten Education (VPK) program year. PROVIDER shall offer a 540 hour school-year program and/or a 300 hour summer program. This Agreement begins on _____, or on the date on which the Agreement is signed by the last party required to sign the Agreement, whichever occurs last, and expires upon completion or termination of all PROVIDER's VPK program year programs eligible to be offered under this Agreement. PROVIDER will not receive payment for VPK services before this Agreement is fully executed by both parties or after expiration of the Agreement.
3. PROVIDER certifies that each location at which PROVIDER offers the VPK program, meets all of the qualifications and requirements for offering the VPK program established by statute, rule, and this Agreement at all times PROVIDER offers the VPK Program. PROVIDER agrees that failure to comply with all of the qualifications and requirements for offering the VPK program at all times at any location at which PROVIDER offers the VPK program may result in ineligibility to offer the VPK program at that location and termination of this Agreement in whole or in part. In the event PROVIDER has executed this Agreement on behalf of multiple public school VPK providers, private VPK providers, or private VPK sites, and fails to ensure compliance with all qualifications and requirements for offering the VPK program at one or more locations listed in Attachment _____, the COALITION may demonstrate termination of this Agreement with respect to that location by striking through the location after following the termination processes outlined in this Agreement. This Agreement will remain in force and effect as to all locations in Attachment _____ which are not stricken.
4. This Agreement binds the successors, assigns, and legal representatives of PROVIDER and of any legal entity that succeeds to the obligations of the State of Florida, Agency for Workforce Innovation (Agency), or COALITION. If the ownership or corporate structure of PROVIDER changes, PROVIDER must notify COALITION 14 calendar days before the change so that COALITION may obtain the appropriate forms and information.

II. PROVIDER ELIGIBILITY

5. PROVIDER certifies that it has registered with COALITION on forms prescribed by the Agency, that any information supplied by PROVIDER is accurate and complete, and that it will notify COALITION within 14 calendar days of any change of the information submitted on those forms. PROVIDER is encouraged to notify COALITION prior to implementing changes as changes may result in PROVIDER's failure to comply with all VPK qualifications and requirements.
6. COALITION has reviewed the documents submitted by PROVIDER and, based on the information submitted, has determined that PROVIDER is currently eligible to deliver the VPK program. COALITION shall return a fully executed copy of this Agreement to PROVIDER as notification that PROVIDER is eligible to begin offering the VPK program. PROVIDER shall not offer the VPK program prior to receiving a fully executed copy of this Agreement from COALITION.
7. PROVIDER certifies and agrees to continually ensure each of its VPK instructor(s) and substitute instructor(s):

- a. Has a current attestation of good moral character on file with PROVIDER and COALITION;
 - b. Has provided documentation to be maintained in the files of PROVIDER and COALITION documenting that the individual has undergone a Level 2 background screening within the previous five (5) years in accordance with section 435.04, Florida Statutes, including a federal (Federal Bureau of Investigation), state (Florida Department of Law Enforcement), and local (county of the instructor's residence) screening which demonstrates that the individual is not ineligible to act as a VPK instructor;
 - c. Is eligible to be employed as a VPK instructor in accordance with section 435.06, Florida Statutes;
 - d. Is not ineligible to teach in a public school because his or her educator certificate is suspended or revoked;
 - e. Is qualified to act as a VPK instructor in accordance with sections 1002.55, 1002.61, and 1002.63, Florida Statutes.
8. PROVIDER certifies that it has a prekindergarten director, if required by section 1002.57, Florida Statutes, who has one of the following credentials at each VPK site for the majority of hours in which VPK instructional hours are being delivered:
- a. A child care facility director credential approved by the Florida Department of Children and Family Services under section 402.305(2)(f), Florida Statutes, if the child care facility director credential was issued before December 31, 2006; or
 - b. A VPK director credential approved by the Florida Department of Education under section 1002.57, Florida Statutes, if the child care facility director credential is issued after December 31, 2006.

III. PROGRAM REQUIREMENTS AND LOW PERFORMING PROVIDERS

9. PROVIDER agrees to deliver the VPK program in accordance with all of the requirements which are set forth in applicable statutes, rules, and this Agreement, including, but not limited to, standards relating to instructional hours; credentials, training, and background screenings of prekindergarten instructors; minimum and maximum VPK class sizes; developmentally appropriate curricula aligned with *Florida's Voluntary Prekindergarten Education Program Standards*; licensing standards established by the Florida Department of Children and Family Services and/or accrediting standards established by PROVIDER's accrediting organization, when applicable; and any statutory requirements which exceed the minimum standards established by the Florida Department of Children and Family Services or the accrediting organization.
10. PROVIDER certifies that it will use curricula to deliver VPK program instruction which:
- a. Are developmentally appropriate;
 - b. Are designed to prepare children for early literacy;
 - c. Enhance the age-appropriate progress of children in attaining each of the performance standards adopted by the Florida Department of Education (*see <http://www.fldoe.org/earlylearning>*); and
 - d. Prepare children to be ready for kindergarten.
11. PROVIDER understands that, in accordance with section 1002.69(5), Florida Statutes, the Florida Department of Education will annually issue kindergarten readiness rates. PROVIDER understands that if it, or any of its public school VPK providers or private VPK providers, receives a kindergarten readiness rate which falls below the minimum readiness rate established by the State Board of Education, in accordance with section 1002.67(3)(c)1., Florida Statutes, PROVIDER must ensure an improvement plan and/or annual progress report is submitted in accordance with rules adopted by the Agency for Workforce Innovation. In the event that PROVIDER fails to meet the minimum readiness rate for a program type (school-year or summer) four consecutive times, PROVIDER may be removed from eligibility to offer the program type.

IV. CHILD ELIGIBILITY, ENROLLMENT, AND ATTENDANCE

12. PROVIDER understands that COALITION has ultimate responsibility for determining the eligibility of students enrolling in the VPK program. PROVIDER shall not admit a student into its VPK program without authorization from COALITION which shall generally be provided through a Certificate of Eligibility.
13. PROVIDER agrees that PROVIDER will notify COALITION upon admitting a student to PROVIDER's VPK program class in accordance with the procedures of COALITION and the rules of the Agency for Workforce Innovation. PROVIDER understands that it may be ineligible to receive payment if PROVIDER does not notify COALITION that the student has been admitted in accordance with the rules of the Agency.

14. PROVIDER certifies that PROVIDER will give a written copy of its attendance policy to the parent or guardian of each student at the time the student is admitted into PROVIDER's VPK program.
15. PROVIDER certifies that, if it chooses to remove a student admitted to PROVIDER's VPK program class(es), PROVIDER will submit to COALITION documentation specifying reasons for removing the student from the class within 14 days of the removal in accordance with COALITION's notification procedures.
16. PROVIDER agrees to document the daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each student admitted to PROVIDER's VPK program class(es) in accordance with rules of the Agency for Workforce Innovation. PROVIDER agrees that, after the annual cumulative attendance has been certified, the certified annual cumulative attendance may not be disputed for payment purposes.
17. PROVIDER agrees to require that the parent or guardian of each child in the VPK program verify, each month, the child's attendance on the prior month's certified child attendance, in accordance with the requirements of section 1002.71(6)(b)2., Florida Statutes. PROVIDER agrees to maintain the Student Attendance and Parental Choice Certificates which have been signed each month by a parent or guardian for each student admitted into PROVIDER's VPK program class(es) in accordance with the rules of the Agency for Workforce Innovation.

V. NONDISCRIMINATION AND PARENT PAYMENT

18. PROVIDER agrees that, in accordance with section 1002.53(6)(c), Florida Statutes, and associated federal and state laws, PROVIDER may not discriminate against any parent or child, including the refusal to admit a child to a VPK program class, on the basis of race, color, or national origin.
19. PROVIDER agrees that, in accordance with section 1002.71(8)(a), Florida Statutes, PROVIDER may not require payment of a fee or charge for services provided for a child in the VPK program during instructional hours reported for funding. PROVIDER may not require a fee or payment as a condition of enrollment or participation in the VPK program.
20. PROVIDER agrees that, in accordance with section 1002.71(8)(b), Florida Statutes, PROVIDER may not require a child to enroll for, or require the payment of any fee or charge for, supplemental services (e.g., "extended-day," "extended-year," "wrap-around," or "full-day" services) as a condition of admitting the child in the VPK program. PROVIDER agrees to schedule all VPK hours offered for any VPK class in a fashion which ensures that parents are not constructively required to enroll students in supplemental services or pay any fee or charge.
21. PROVIDER agrees that, if PROVIDER does not receive payment for offering VPK program instruction to a student, PROVIDER may not require the student's parent or guardian to pay for the services.

VI. COMPENSATION AND FUNDING

22. PROVIDER agrees that PROVIDER may not receive payment for VPK instruction for a student who has not been determined eligible for enrollment in the VPK Program or who has not been issued a Certificate of Eligibility.
23. PROVIDER understands that payments for each student may not exceed the amount of funding for one full-time equivalent (FTE) student, as established by the Florida Legislature, except that a student reenrolled for extreme hardship may receive more than one FTE. The amount of funding for one FTE student is calculated by multiplying the base student allocation provided in the General Appropriations Act by the county's district cost differential. The formula for FTE calculation is subject to revision by the Legislature during the course of the program year.
24. PROVIDER understands that PROVIDER will receive monthly payments in accordance with the rules of the Agency for Workforce Innovation. PROVIDER further understands that PROVIDER may elect to receive monthly advance payments based on the number of students enrolled in the PROVIDER's VPK program class(es) by checking the following box:

PROVIDER understands that payments will be reconciled and adjusted in accordance with the rules of the Agency.

25. PROVIDER understands that COALITION will not issue a final payment to PROVIDER for the VPK program year until PROVIDER certifies the annual cumulative attendance of each child enrolled in PROVIDER's VPK program in accordance with the rules of the Agency.
26. PROVIDER agrees that, if the end-of-year reconciliation of payments reveals that PROVIDER received payments in excess of the amount owed to PROVIDER, COALITION will offset the overpayment against the final payment owed to PROVIDER for the program year and any future payments issued to PROVIDER for early learning programs. If PROVIDER ceases to offer early learning programs before the overpayment is fully offset, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER may be subject to collection efforts.
27. If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance" (Title 42, United States Code, section 9835(c)).
28. If PROVIDER receives federal funds under Title 20, United States Code, sections 6311-6322 (Title I), PROVIDER understands that, in accordance with federal law, PROVIDER may "use [those Title I] Federal funds to supplement, [but] not [to] supplant non-Federal funds" (Title 20, United States Code, section 6314(a)(3)(B)).

VII. NOTIFICATION

29. PROVIDER agrees that it will comply with each of COALITION's notification requirements listed in Attachment _____ for the purpose of:
 - a. Providing notice of class transfers of children at the same provider location;
 - b. Providing notice of changes to information provided on Forms AWI-VPK 10 and AWI-VPK 11;
 - c. Providing notice of changes to class calendars;
 - d. Submitting written documentation demonstrating temporary closure and subsequent reopening; and
 - e. Providing notice and documentation of dismissal of students.
30. PROVIDER understands that failure to follow COALITION's notification requirements is noncompliance with this Agreement and may result in corrective action under Paragraph 41.

VIII. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

31. PROVIDER agrees that, in accordance with section 1002.72, Florida Statutes, records of students enrolled in the VPK program, including personal identifying information, are confidential and exempt from disclosure as public records. PROVIDER certifies that it will keep all VPK records confidential and disclose the records and information found within the records only in accordance with law or this Agreement. PROVIDER agrees that it will release the records of students enrolled in the VPK program to COALITION, COALITION's representative or agent, and/or the Agency upon request. PROVIDER further agrees that a parent of a VPK student has the right to inspect and review the records of his or her child and obtain a copy of his/her child's records.
32. PROVIDER certifies that it will maintain all VPK records, including the VPK records of each VPK student, VPK instructor, substitute instructor, or VPK director for the greater of: five (5) years after the student's last day of attendance or the employee's last day of employment as a VPK instructor, substitute instructor, or VPK director; until all investigations to which the records are pertinent have been resolved; or the time period established under the retention schedules and disposal process adopted under section 119.021(2), Florida Statutes.
33. In the event that PROVIDER permanently ceases to offer the VPK program before the conclusion of the retention period for VPK records as described in paragraph 32., whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the VPK program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all VPK records required to be maintained under paragraph 32. to COALITION, in a manner and form to be determined by COALITION, no later than the close of business on the day PROVIDER ceases to offer the VPK program.

34. PROVIDER shall provide complete and accurate information and data regarding the VPK program and students enrolled in PROVIDER's VPK program class(es) to COALITION and/or the Agency upon request.

IX. COMPLIANCE VERIFICATION

35. If PROVIDER is a public school district, then the public school district may choose to monitor the compliance of its public school(s) with statute, rules, and this Agreement, or to designate COALITION to monitor the school district's public school(s). If the public school district chooses to monitor the compliance of its public school(s), the public school district certifies that it will ensure each public school complies with statute, rules, and this Agreement and certifies that it will require corrective action plans from its public school(s) upon failure to comply with the terms of statute, rule, or this Agreement.
36. PROVIDER is a (check one):
 Public school district which chooses to monitor its public school VPK providers .
 Public school district which designates COALITION to monitor its public school VPK providers.
 Private VPK provider which will be monitored by COALITION.
37. If PROVIDER is monitored by COALITION, PROVIDER must permit COALITION, COALITION's representative or agent, or the Agency, at any reasonable time, to enter PROVIDER's VPK program site(s) to verify PROVIDER's compliance with the requirements of the VPK program. This paragraph does not convey authority to COALITION, COALITION's representative or agent, or the Agency to enforce licensing requirements established by the Department of Children and Family Services, accreditation requirements established by PROVIDER's accrediting organization, or impose any requirement beyond the requirements of statute, rule, and this Agreement.

X. TERMINATION AND NONCOMPLIANCE

38. PROVIDER and COALITION may mutually agree to terminate this Agreement or PROVIDER may unilaterally terminate this Agreement for any reason. PROVIDER must ensure that COALITION is notified at least 14 calendar days before PROVIDER terminates this Agreement so that COALITION can make arrangements for uninterrupted services for children admitted in PROVIDER's VPK program class(es). PROVIDER must, at least 7 calendar days prior to ceasing the VPK program, notify the parent or guardian of each student of the date on which PROVIDER will cease to offer the VPK program and ensure the parent or guardian receives a student reenrollment form.
39. Any obligation for payment under this Agreement is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Agreement are unavailable, COALITION shall terminate this Agreement after providing written notice, delivered in person with proof of delivery or by certified mail with return receipt requested, at least 24 hours before termination of this Agreement. In the event of termination of this Agreement under this paragraph, PROVIDER shall be paid in accordance with rule 60BB-8.204, F.A.C., for the instructional hours completed prior to termination of the Agreement.
40. PROVIDER agrees that COALITION may require corrective action, withhold funds, or terminate this Agreement if PROVIDER fails to comply with the requirements of statute, rule, or this Agreement.
41. COALITION must notify PROVIDER in writing, of the failure to comply with the requirements of statute, rule, or this Agreement prior to requiring corrective action. The notice shall state the manner in which PROVIDER failed to comply with statute, rule, or this Agreement and state a date by which the corrective action must be completed. COALITION may temporarily withhold funds until PROVIDER completes the corrective action. If PROVIDER fails to complete the corrective action, COALITION may permanently withhold funds for the period PROVIDER was not in compliance after notifying PROVIDER in writing, delivered in person with proof of delivery or by certified mail with return receipt requested, at least 14 calendar days before the funds are permanently withheld. Actions taken under this paragraph are subject to dispute resolution as described in this Agreement.
42. COALITION may terminate this Agreement if PROVIDER fails to comply with statute, rule, this Agreement, or corrective action required under this Agreement or if the actions of PROVIDER substantially impair the provision of VPK instruction. COALITION shall notify PROVIDER in writing, delivered in person with proof of delivery or by certified mail with return receipt requested, at least 14 calendar days before terminating this Agreement under this paragraph. PROVIDER shall be entitled to

request dispute resolution, as described in this Agreement, regarding notice of termination, during the time period following receipt of notice and prior to termination of this Agreement. Engaging in the dispute resolution process tolls the termination of this Agreement under this paragraph.

- 43. Notwithstanding any other provision of this Agreement, COALITION may immediately terminate this Agreement upon revocation/termination of PROVIDER's licensure or accreditation. COALITION may also immediately terminate this Agreement upon a determination by the Department of Children and Family Services that the health and safety of students admitted to PROVIDER's VPK class(es) is currently in jeopardy, including, but not limited to, a finding that personnel do not have current level 2 background screenings.

XI. DISPUTE RESOLUTION

- 44. PROVIDER agrees to give COALITION the opportunity to address any disputes or disagreements concerning this Agreement by providing notice of the dispute in writing to COALITION. COALITION agrees to respond to the notice of the dispute or disagreement within 5 business days after receiving the dispute or disagreement, and, where applicable, to present a proposed method for resolution of the dispute or disagreement within 15 business days after receiving the notice. If PROVIDER does not agree to the proposed method for resolution or if COALITION fails to comply with the time requirements above, PROVIDER and COALITION agree to address the dispute or disagreement before a quorum of COALITION's board of directors or a committee of COALITION which is authorized to take final action on behalf of COALITION's board of directors.

XII. INDEMNIFICATION

- 45. PROVIDER is fully liable for the actions of its agents, employees, partners, contractors, and subcontractors and must indemnify, defend, and hold harmless COALITION, the Agency, and their officers, agents, employees, contractors, and subcontractors from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the PROVIDER, its agents, employees, partners, contractors, or subcontractors. If PROVIDER is a public school or school district, this paragraph is limited to the extent required by section 768.28, Florida Statutes.

XIII. SEVERABILITY


- 46. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

XIV. AMENDMENTS

- 47. An amendment, attachment or exhibit may not be made a part of this Agreement unless the amendment, attachment or exhibit is provided in writing, signed by both the COALITION and the PROVIDER, and approved in writing by the Agency for Workforce Innovation. Requests to amend this agreement, including requests to use attachments or exhibits, shall be submitted to the Agency for Workforce Innovation at the email address: OELPOLICY@flaawi.com.

XV. EXECUTION OF AGREEMENT

PROVIDER and COALITION have caused this Agreement to be executed as of the date set forth in Paragraph 1:

<input type="checkbox"/> By Electronic Signature  <hr/> Signature of Authorized Coalition Representative Jacki Jackson / Executive Director <hr/> Print Name and Title	<input type="checkbox"/> By Electronic Signature _____ Signature of Authorized Provider Representative _____ Print Name and Title
Date <u>5/23/11</u>	Date _____



STATE OF FLORIDA
VOLUNTARY PREKINDERGARTEN
EDUCATION PROGRAM
ADDENDUM TO STATEWIDE
PROVIDER AGREEMENT



I. PARTIES

1. THIS ADDENDUM to the Statewide Provider Agreement for the Voluntary Prekindergarten Education Program is made and entered into this 21 day of March, 2011, by and between the Early Learning Coalition of Indian River, Martin, and Okeechobee Counties, with its principal offices located at 10 SE Central Parkway, suite 300, Stuart FL 34994 (hereinafter referred to as "COALITION") and School District of Indian River County, with its principal offices located at 1990 25th Street, Vero Beach, FL 32960 (hereinafter referred to as "PROVIDER").

II. TERM OF ADDENDUM

2. This is an Addendum to the Statewide Provider Agreement executed by the COALITION and the PROVIDER on the 21 day of March, 2011. This Addendum applies to the following program year (initial only one): 2010-2011. X 2007-2008 program year 2008-2009 program year

III. VPK CHILD REGISTRATION PILOT PROJECT

- 3. This Addendum allows the PROVIDER to participate in the VPK Child Registration Pilot Project authorized under Rule 60BB-8.2015, Florida Administrative Code.
4. This Addendum does not replace, but supplements, the terms and conditions of the Statewide Provider Agreement and allows the PROVIDER to perform the following duties of the COALITION for a child who the PROVIDER admits in the VPK program:
a. Registering the child for the VPK program;
b. Accepting the child application (Form AWI-VPK 01P) and supporting documentation from the child's parent; and
c. Conducting a face-to-face parent-orientation session or exhibiting a parent-orientation video for the child's parent.

IV. PROVIDER ELIGIBILITY

- 5. The PROVIDER's VPK site is located in one of the following counties: Baker, Bradford, Clay, Collier, Gadsden, Glades, Hendry, Jefferson, Lee, Leon, Liberty, Madison, Marion, Nassau, Okaloosa, Orange, Osceola, Wakulla, Walton, St. Lucie, or Taylor.
6. The PROVIDER certifies that it has delivered instruction for the VPK program for at least 2 program years.
7. The PROVIDER certifies that, for each month that the PROVIDER participated in the VPK program or school readiness program during the 24 months before this Addendum is executed, the PROVIDER submitted accurate and timely monthly attendance rosters for the VPK program and, if applicable, the school readiness program. If, during this period the COALITION or the COALITION's qualified contractor requested repayment of an overpayment, the PROVIDER certifies that it repaid the overpayment by the required repayment date.

8. The PROVIDER certifies that, if the PROVIDER is licensed by the Department of Children and Family Services (DCF) or a local licensing agency, under Sections 402.301-402.319, Florida Statutes, and the PROVIDER's license is not recorded in DCF's Child Care Information System as "Revocation Action Pending," "Suspension Action Pending/Suspended," or "Closed."
9. The PROVIDER certifies that it records daily child attendance using:
- A paper sign-in or sign-out log that records the date, child's name, and signature of the parent or other person dropping off or picking up the child to or from the VPK site; or
 - Electronic attendance tracking system that records the date, child's name, and electronic signature, card swipe, entry of a personal identification number, or similar daily action taken by the parent or other person dropping off or picking up the child to or from the VPK site.
10. The PROVIDER and the COALITION certify that Kim McCarrison (name of the PROVIDER's prekindergarten director or designee) attended a training session conducted by the COALITION or the COALITION's contractor on the 21 day of March, 2011, which instructed the PROVIDER on the required procedures for registering a child for the VPK program, accepting a child application (Form AWI-VPK 01P) and supporting documentation on behalf of the coalition, and conducting a parent-orientation session. The PROVIDER agrees to comply with these procedures.

V. CHILD REGISTRATION PROCEDURES

11. The PROVIDER acknowledges that it must comply with the child registration procedures in Rule 60BB-8.2015, Florida Administrative Code.
12. The PROVIDER agrees that it may only register a child for the VPK program, accept a child application (Form AWI-VPK 01P) and supporting documentation from a child's parent, or conduct a parent-orientation session for a child's parent if the PROVIDER admits the child in the PROVIDER's VPK program.
13. The PROVIDER agrees to conduct a face-to-face parent-orientation session or exhibit a parent-orientation video in accordance with Rule 60BB-8.201, Florida Administrative Code, for a parent registering his or her child for the VPK program.
14. The PROVIDER agrees to review a child's Form AWI-VPK 01P (Child Application and Provider Admission) to confirm that the child application is complete, signed by the child's parent, and submitted with the required supporting documentation.
15. If the PROVIDER predetermines that a child is eligible for the VPK program, the PROVIDER agrees to submit the child's Form AWI-VPK 01P and supporting documentation to the COALITION within 5 working days after a child's parent registers the child.
16. If the PROVIDER predetermines that a child is not eligible, the PROVIDER agrees to return the child's Form AWI-VPK 01P and supporting documentation to the child's parent within 5 working days after a child's parent registers the child, and, on the blank spaces included on Form AWI-VPK 01P, notify the parent in writing of the following:
- The PROVIDER has predetermined that the child is not eligible for the VPK program;
 - The reason that the child is not eligible and an explanation that the PROVIDER's predetermination is not the COALITION's official determination;
 - If the parent believes that his or her child is eligible, the parent may register the child for the VPK program with the COALITION; and
 - The following telephone number of the COALITION: (877) 220 - 1223.

VI. COMPENSATION

17. The COALITION agrees to allow the PROVIDER to register children for the VPK program, accept child applications (Form AWI-VPK 01P) and supporting documentation, and conduct parent-orientation sessions on behalf of the COALITION.
18. The PROVIDER acknowledges that performing these duties on behalf of the COALITION provides greater convenience for the parents of children that the PROVIDER admits in its VPK program and is therefore a valuable privilege for the PROVIDER.
19. The PROVIDER agrees to participate in the VPK Child Registration Pilot Project and perform these duties without compensation.

VII. TERMINATION

20. The PROVIDER understands that the COALITION may remove the PROVIDER from the VPK Child Registration Pilot Project and terminate this Addendum at any time, with or without prior notice, if the PROVIDER does not continue to meet the eligibility requirements for the pilot project, or comply with the child registration procedures, in Rule 60BB-8.2015, Florida Administrative Code. Termination of this Addendum does not terminate the Statewide Provider Agreement.

VIII. INDEMNIFICATION

21. The PROVIDER is fully liable for the actions of its agents, employees, partners, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the COALITION, the Agency for Workforce Innovation, and their officers, agents, employees, contractors, and subcontractors from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the PROVIDER, its agents, employees, partners, contractors, or subcontractors. If the PROVIDER is a public school or school district, this paragraph is limited to the extent required by section 768.28, Florida Statutes.

IX. EXECUTION OF ADDENDUM

The PROVIDER has caused this Addendum to be executed as of the date set forth in Paragraph 1.

Signature of Director / Operator / Principal
or Authorized Representative

Print Name

Title

Date

OPTIONAL

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING was acknowledged before me this _____ day of _____,
20____, by _____, who is personally known to me/presented
_____ as identification, and who did not take an oath.

WITNESS my hand and official seal in the County and State set forth above.

NOTARY PUBLIC

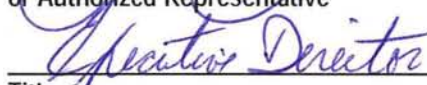
The COALITION has caused this Addendum to be executed as of the date set forth in Paragraph 1.



Signature of Coalition Executive Director
or Authorized Representative



Print Name



Title



Date

OPTIONAL

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING was acknowledged before me this _____ day of _____,
20____, by _____, who is personally known to me/presented
_____ as identification, and who did not take an oath.

WITNESS my hand and official seal in the County and State set forth above.

NOTARY PUBLIC

FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION		TAPS: 1. 12A001	
Please return to: Florida Department of Education Office of Grants Management Room 332, Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	A) Name and Address of Eligible Applicant: Indian River County District School Board 1990 25TH ST VERO BEACH, FL 32960	DOE USE ONLY Date Received	
B) Applicant Contact Information			
Contact Name: Alice Blanco		Telephone Number: 772-564-3093 Ext:	
Mailing Address: 1990 25th Street Vero Beach, FL		Fax Number: 772-564-3077	
E-mail Address: alice.blanco@indianriverschools.org			
Programs			
C) Program Name:	Project Number: (DOE Assigned):	D) Total Funds Requested:	Total Approved Funds (DOE USE ONLY):
1. Title I, Part A: Improving the Academic Achievement of the Disadvantaged 2011-2012	310-2122A-2CB01	\$4,312,746.00	
CERTIFICATION			
I, <u>Frances J. Adams</u> do hereby certify that all facts, figures, and representations made in this application are true, correct, and consistent with the statement of general assurances and specific programmatic assurances for this project. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited. Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.			
E) _____ Signature of Agency Head			

DOE 100



Dr. Eric J. Smith, Commissioner

General Assurances

The Department of Education has developed and implemented a document entitled, General Terms, Assurances and Conditions for Participation in Federal and State Programs, to comply with:

- A. 34 CFR 76.301 of the Education Department General Administration Regulations (EDGAR) which requires local educational agencies to submit a common assurance for participation in federal programs funded by the U.S. Department of Education;
- B. applicable regulations of other Federal agencies; and
- C. State regulations and laws pertaining to the expenditure of state funds. In order to receive funding, applicants must have on file with the Department of Education, Office of the Comptroller, a signed statement by the agency head certifying applicant adherence to these General Assurances for Participation in State or Federal Programs. The complete text may be found at <http://www.fldoe.org/comptroller/gbook.asp>

School Districts, Community Colleges, Universities and State Agencies

The certification of adherence filed with the Department of Education Comptroller's Office shall remain in effect indefinitely unless a change occurs in federal or state law, or there are other changes in circumstances affecting a term, assurance, or condition; and does not need to be resubmitted with this application.

No Child Left Behind Assurances (Applicable to All Funded Programs)

By my signature on this application, I hereby certify that the **Indian River County District School Board** will comply with the following requirements of the Elementary and Secondary Education Act (ESEA) as reauthorized as No Child Left Behind (NCLB) Act of 2001:

- The LEA assures that, under Sec. 9528, it will comply with a request by a military recruiter or an institution of higher education for secondary students' names, addresses, and telephone numbers, unless a parent has "opted out" of providing such information.
- The LEA assures that, under Sec. 9528, it will provide military recruiters the same access to secondary school students as it generally provides to postsecondary institutions or prospective employers.

Persistently Dangerous Schools

- The LEA hereby assures that, under Sec. 9532, if the State of Florida identifies any school within the LEA as "persistently dangerous," it will offer students attending that school, as well as students who are victims of a violent criminal offense while on school property, the opportunity to transfer to a safe school.

*These assurances are in addition to those previously signed by the Local Education Agency (LEA) maintained on file in the Florida Department of Education's Comptroller's Office.

Program Specific Assurances

Title I Part A, Educational Disadvantaged Students (including NCLB Public School Choice)

- Inform eligible schools and parents of schoolwide program authority and the ability of such schools to consolidate funds from federal, state, and local sources.
- Provide technical assistance and support to schoolwide programs.

- ✓ Work in consultation with schools to develop the plans pursuant to Section 1114 and assist schools in implementation of such plans or undertake activities pursuant to Section 1115 so that each school can make adequate yearly progress toward meeting the state student academic achievement standards.
- ✓ Fulfill its school improvement responsibilities under Section 1116, including taking actions under paragraphs (7) and (8) of Section 1116(b).
- ✓ Take into account the experience of model programs for the educationally disadvantaged, and the findings of relevant scientifically based research.
- ✓ In cases where the LEA chooses to use Title I, Part A funds to provide early childhood development services to low-income children below the age of compulsory school attendance, ensure that such services comply with the performance standards established under Section 641A(a) of the Head Start Act.
- ✓ Comply with the requirements of Section 1119 regarding the qualifications of teachers and paraprofessionals and professional development.
- ✓ Coordinate and collaborate, to the extent feasible and necessary as the LEA determines, with the State Educational Agency and other agencies providing services to children, youth, and families with respect to a school in school improvement, corrective action, or restructuring under Section 1116.
- ✓ Ensure, through incentives for voluntary transfers, the provision of professional development, recruitment programs, or other effective strategies, that low-income students and minority students are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers. [ESEA, Section 1112 (c) (1)(L)]
- ✓ Use the results of the student academic assessments required under Section 1111(b)(3), and other measures or indicators available to the agency, to review annually the progress of each school served by the LEA and receiving Title I, Part A funds to determine whether all of the schools are making the progress necessary to ensure that all students will meet the state's proficient level of achievement on the state academic assessments described in Section 1111(b)(3) by the 2013-2014 school year.
- ✓ Ensure that the results from the academic assessments required under Section 1111(b)(3) will be provided to parents and teachers as soon as is practicably possible after the test is taken, in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand.
- ✓ Ensure that the LEA and schools implement the requirements of the "Parents Right-to-Know" Provisions as defined in Section 1111(h)(6)(A). Ensure that timely notice and information regarding the "Parents Right-to-Know" requirements are provided to parents in an understandable and uniform format and, to the extent practicable, in a language that the parents can understand.
- ✓ Participate, if selected, in the National Assessment of Educational Progress (NAEP) in 4th and 8th grade reading and mathematics carried out under Section 411(b)(2) of the National Education Statistics Act of 1994.
- ✓ Reserve such funds as are necessary under Public Law 107-110, Section 1113(c)(3)(A), to provide children and youth experiencing homelessness and who do not attend Title I schools services that are comparable to those provided to children in Title I schools.
- ✓ Reserve such funds as are necessary under Public Law 107-110, Section 1113(c)(3)(B) and (C) to provide services to children in local institutions for neglected and delinquent children and youth that are comparable to those provided to children in Title I schools.
- ✓ Allocate an amount equal to at least twenty percent (20%) of the LEA's Title I, Part A, allocation, unless a lesser amount is needed, to implement Choice with Transportation and Supplemental Education Services (when applicable). Reserve no more than one percent (1%) of the twenty percent (20%) LEA's Title I, Part A, allocation for parent notification and outreach activities. Ensure that all

students enrolled in Schools Identified In Need of Improvement (SINI), Corrective Action, or Restructuring are offered no less than two choice options (if available).

☑ Allocate not less than five percent (5%) of the LEA's Title I, Part A, allocation to ensure that all teachers in Title I schools meet the NCLB and FDOE definition of Highly Qualified personnel, unless data warrant that less funding is needed.

☑ The LEA must reserve funds to provide: equitable services for private school students, parents, and teachers, if applicable. These reservations must be allocated from the LEA's set-aside amounts for professional development (only if the LEA reserves funds to assist Title I teachers in meeting the "highly qualified" requirement or to provide the professional development to Title I teachers). Note: Funds that an LEA is required to reserve because it has been identified for improvement are not subject to equitable services.

☑ Reserve no less than one percent (1%) of the LEA's Title I, Part A allocation for parental involvement activities. The LEA must calculate the equitable portion for services to families of private school students and then ninety-five percent (95%) of the remainder of the one percent (1%) shall be distributed to schools to provide for parental involvement. Exemption: LEAs receiving \$500,000 or less are not required to set-aside 1% of their allocation for parental involvement; however, all activities outlined in ESEA Section 1118 must be implemented by the LEA and the schools receiving Title I, Part A funds; and

☑ Allocate, unless a waiver has been granted by the Florida Department of Education, not less than 10 percent (10%) of the funds made available to the school under Section 1113 for each fiscal year that the school is identified as in need of improvement for the purpose of providing to the school's teachers and principal(s) high-quality professional development that:

- A. Directly addresses the academic achievement problem that caused the school to be identified for school improvement;
- B. Meets the requirements for professional development activities under Section 1119; and
- C. Is provided in a manner that affords increased opportunity for participating in that professional development [Section 1116 (b)(3)(A)(iii)&(I-III)].

**FLORIDA DEPARTMENT OF EDUCATION
BUDGET DESCRIPTION FORM -
Title I, Part A: Improving the Academic Achievement of the Disadvantaged 2011-2012**

A) NAME OF ELIGIBLE RECIPIENT: **Indian River County District School Board**
B) Project Number (DOE USE ONLY): **310-2122A-2CB01**

E) TAPS Number 12A001

count		Activity	Function	Object	Account Title and Description	FTE	Amount
1	N/A	Salaries - supplemental pay for teachers (20) and teacher (10) assistants working beyond contracted hours; after-school and summer programs	5100	101	Salaries - supplemental pay for teachers (30) and teacher (10) assistants working beyond contracted hours; after-school and summer programs	40.000	\$150,000.00
2	N/A	Salaries - supplemental pay for teachers and teacher assistants working beyond contracted hours - after school Super Star Camps	5100	101	Salaries - supplemental pay for teachers (20) and teacher assistants (10) working beyond contracted hours - after school Super Star Camps	30.000	\$81,000.00
3	A-8	Differentiated Pay - Incentive and retention bonus to maintain HQ teachers at Title I schools	5100	102	Differentiated Pay - Incentive and retention bonus to maintain HQ teachers at Title I schools	0.000	\$97,000.00
4	N/A	Salaries - Intervention Teachers @ Title I schools	5100	130	<u>Other Certified Instructional Personnel</u> Salaries - Intervention Teachers @ Title I schools	6.000	\$301,039.00
5	N/A	Salaries - Bilingual Specialists - Certified teachers to provide additional support and intervention to English language learners at three Title I schools with the highest concentration of ELL students.	5100	130	<u>Other Certified Instructional Personnel</u> Salaries - Bilingual Specialists - Certified teachers to provide additional support and intervention to English language learners at three Title I schools with the highest concentration of ELL students.	3.000	\$150,000.00
6	A-5	Salaries for homeless transition teacher	5100	130	<u>Other Certified Instructional Personnel</u> Salaries for homeless transition teacher	1.000	\$50,000.00
7	N/A	Salaries - Writing Intervention Teacher (1.0)	5100	130	<u>Other Certified Instructional Personnel</u> Salaries - Writing Intervention Teacher (1.0)	1.000	\$65,000.00
8	A-5	Salaries for homeless transition teacher assistant	5100	150	<u>Aides</u> Salaries for homeless transition teacher assistant	1.000	\$25,000.00
9	N/A	Salaries - ESOL teacher assistants. These positions are in addition to the state mandated ESOL program support required for schools with language groups of 15 or more students	5100	150	<u>Aides</u> Salaries - ESOL teacher assistants. These positions are in addition to the state mandated ESOL program support required for schools with language groups of 15 or more students	7.000	\$175,000.00
10	N/A	FRS @ 4.91 - ESOL teacher	5100	210	<u>Retirement</u> FRS @ 4.91 - ESOL	0.000	\$8,593.00

		assistants			teacher assistants		
11	A-5	FRS @ 4.91 for homeless transition teacher assistant	5100	210	<u>Retirement</u> FRS @ 4.91 for homeless transition teacher assistant	0.000	\$1,230.00
12	A-5	FRS @ 4.91 for homeless transition teacher	5100	210	<u>Retirement</u> FRS @ 4.91 for homeless transition teacher	0.000	\$2,455.00
13	N/A	FRS @ 4.91 - Bilingual Specialists	5100	210	<u>Retirement</u> FRS @ 4.91 - Bilingual Specialists	0.000	\$7,365.00
14	N/A	FRS @ 4.91 for Writing Intervention Teacher (1.0)	5100	210	<u>Retirement</u> FRS @ 4.91 for Writing Intervention Teacher (1.0)	0.000	\$3,192.00
15	N/A	FRS @ 4.91 for Intervention Teachers @ Title I schools	5100	210	<u>Retirement</u> FRS @ 4.91 Intervention Teachers @ Title I schools	0.000	\$14,782.00
16	A-8	FRS @ 4.91 - Differentiated Pay	5100	211	FRS @ 4.91 - Differentiated Pay	0.000	\$4,763.00
17	N/A	FRS @ 4.91 for teachers and teacher assistants working beyond contracted hours - after school Super Star Camps	5100	211	FRS @ 4.91 for teachers (20) and teacher assistants (10) working beyond contracted hours - after school Super Star Camps	0.000	\$4,000.00
18	N/A	FRS @ 4.91 for teachers (20) and teacher (10) assistants working beyond contracted hours; after-school and summer programs	5100	211	FRS @ 4.91 for teachers (30) and teacher (10) assistants working beyond contracted hours; after-school and summer programs	0.000	\$7,365.00
19	N/A	FICA @ 7.65 for Intervention Teachers @ Title I schools	5100	220	<u>Social Security</u> FICA @ 7.65 Intervention Teachers @ Title I schools	0.000	\$23,030.00
20	N/A	FICA @ 7.65 for Writing Intervention Teacher (1.0)	5100	220	<u>Social Security</u> FICA @ 7.65 for Writing Intervention Teacher (1.0)	0.000	\$4,973.00
21	N/A	FICA @ 7.65 - Bilingual Specialists	5100	220	<u>Social Security</u> FICA @ 7.65 - Bilingual Specialists	0.000	\$11,475.00
22	A-5	FICA @ 7.65 for homeless transition teacher	5100	220	<u>Social Security</u> FICA @ 7.65 for homeless transition teacher	0.000	\$3,825.00
23	A-5	FICA @ 7.65 for homeless transition teacher assistant	5100	220	<u>Social Security</u> FICA @ 7.65 for homeless transition teacher assistant	0.000	\$1,913.00
24	N/A	FICA @ 7.65 - ESOL assistants	5100	220	<u>Social Security</u> FICA @ 7.65 - ESOL assistants	0.000	\$13,390.00
25	N/A	FICA @ 7.65 for teachers and teacher assistants working beyond contracted hours - after school Super Star Camps	5100	221	FICA @ 7.65 for teachers (20) and teacher assistants (10) working beyond contracted hours - after school Super Star Camps	0.000	\$6,200.00
26	A-8	FICA @ 7.65 - Differentiated Pay	5100	221	FRS @ 4.91 - Differentiated Pay	0.000	\$7,420.00
27	N/A	FICA @ for teachers (20) and teacher (10) assistants working beyond contracted hours; after-school and summer programs	5100	221	FICA @ for teachers (30) and teacher (10) assistants working beyond contracted hours; after-school and summer programs	0.000	\$11,475.00
28	N/A	Social Security for substitutes	5100	225	Social Security for substitutes	0.000	\$182.00
29	N/A	Group insurance for Intervention Teachers @ Title I schools	5100	230	<u>Group Insurance</u> Insurance @ \$4,962.00 - Intervention	0.000	\$29,772.00

		\$4,962.00 per teacher			Teachers @ Title I schools		
30	N/A	Insurance @ \$4,962 - ESOL assistants	5100	230	<u>Group Insurance</u> Insurance @ \$4,962 - ESOL assistants	0.000	\$34,734.00
31	A-5	Insurance @ \$4,962 for homeless transition teacher assistant	5100	230	<u>Group Insurance</u> Insurance @ \$4,962 for homeless transition teacher assistant	0.000	\$4,962.00
32	A-5	Insurance @ \$4,962 for homeless transition teacher	5100	230	<u>Group Insurance</u> Insurance @ \$4,962 for homeless transition teacher	0.000	\$4,962.00
33	N/A	Insurance @ \$4,962 - Bilingual Specialists	5100	230	<u>Group Insurance</u> Insurance @ \$4,962 - Bilingual Specialists	0.000	\$14,886.00
34	N/A	Insurance @ \$4,962 Writing Intervention Teacher (1.0)	5100	230	<u>Group Insurance</u> Insurance @ \$4,962 Writing Intervention Teacher (1.0)	0.000	\$4,962.00
35	N/A	Worker's Compensation @ 3.0 for Writing Intervention Teacher (1.0)	5100	240	<u>Workers Compensation</u> Worker's Compensation @ 3.0 for Writing Intervention Teacher (1.0)	0.000	\$1,950.00
36	N/A	Worker's Compensation @ 3.0- Bilingual Specialists	5100	240	<u>Workers Compensation</u> Worker's Compensation @ 3.0- Bilingual Specialists	0.000	\$4,500.00
37	A-5	Worker's Compensation @ 3.0 for homeless transition teacher	5100	240	<u>Workers Compensation</u> Worker's Compensation @ 3.0 for homeless transition teacher	0.000	\$1,500.00
38	A-5	Worker's Compensation @ 3.0 for homeless transition teacher assistant	5100	240	<u>Workers Compensation</u> Worker's Compensation @ 3.0 for homeless transition teacher assistant	0.000	\$750.00
39	N/A	Worker's Compensation @ 3.0 - ESOL assistants	5100	240	<u>Workers Compensation</u> Worker's Compensation @ 3.0 - ESOL assistants	0.000	\$5,250.00
40	N/A	Worker's Compensation @ 3.0 for Intervention Teachers @ Title I schools	5100	240	<u>Workers Compensation</u> Worker's Compensation @ 3.0 - Intervention Teachers @ Title I schools	0.000	\$9,031.00
41	A-8	Worker's Compensation @ 3.0 Differentiated Pay	5100	241	FRS @ 4.91 - Differentiated Pay	0.000	\$2,910.00
42	N/A	Worker's Compensation for teachers and teacher assistants working beyond contracted hours - after school Super Star Camps	5100	241	Worker's Compensation for teachers and teacher assistants working beyond contracted hours - after school Super Star Camps	0.000	\$1,620.00
43	N/A	Worker's Compensation for teachers (20) and teacher (10) assistants working beyond contracted hours; after-school and summer programs	5100	241	Worker's Compensation for teachers (30) and teacher (10) assistants working beyond contracted hours; after-school and summer programs	0.000	\$4,500.00
44	N/A	Reserve - Choice Set-aside - 352,765.00 -Supplemental Educational Service contracts w/state-approved providers	5100	310	<u>Professional and Technical Services</u> Reserve - Choice Set-aside - 352,765.00 - Supplemental Educational Service contracts w/state-approved providers	0.000	\$352,766.00
45	N/A	St Peter's Charter School Allocation	5100	310	<u>Professional and Technical Services</u> St Peter's Charter	0.000	\$53,000.00

					School Allocation		
46	N/A	Professional and Technical Services St. Peter's Academy Charter - reimbursement for Title I services	5100	310	<u>Professional and Technical Services</u> Title I allocation to St. Peter's Academy Charter	0.000	\$53,000.00
47	N/A	Expeditionary Learning Program Fee	5100	312	<u>Subagreements greater than \$25,000</u> Expeditionary Learning Program Fee	0.000	\$46,000.00
48	N/A	Bus rentals for student filed trips to EPCOT, Harbor Branch, Orlando Science Museum, Indian River State College Planetarium, Brevard Zoo	5100	360	<u>Rentals</u> Bus rentals for student filed trips to EPCOT, Harbor Branch, Orlando Science Museum, Indian River State College Planetarium, Brevard Zoo	0.000	\$10,000.00
49	N/A	Instructional software annual renewal - Compass Learning, Accelerated Reader, English language acquisition programs	5100	360	<u>Rentals</u> Instructional software annual renewal - Compass Learning, Accelerated Reader, English language acquisition programs	0.000	\$25,000.00
50	A-5	Supplemental supplies for homeless education program, including but not limited to backpacks, school supplies, school uniforms	5100	510	<u>Supplies</u> Supplemental supplies for homeless education program, including but not limited to backpacks, school supplies, and school uniforms	0.000	\$8,403.00
51	N/A	Supplemental summer school curriculum - Carolina Associates science curriculum	5100	510	<u>Supplies</u> Supplemental summer school curriculum - Carolina Associates science curriculum	0.000	\$9,772.00
52	A-6	Neglected and Delinquent Set-Aside- Supplemental materials and supplies for students re-entering the school setting from a neglected/delinquent facility.	5100	510	<u>Supplies</u> Neglected and Delinquent Set-Aside- Supplemental materials and supplies for students re-entering the school setting from a neglected/delinquent facility.	0.000	\$1,000.00
53	N/A	Supplemental material, supplies and curriculum for Title I schools, i.e. Harcourt Interventions, Great Source, Reader's Theater. Classroom supplies: including but not limited to paper, markers, toner, scissors, staples, clips, chart paper, pens, and pencils.	5100	510	<u>Supplies</u> Supplemental material, supplies and curriculum for Title I schools, i.e. Harcourt Interventions, Great Source, Reader's Theater. Classroom supplies: including but not limited to paper, markers, toner, scissors, staples, clips, chart paper, pens, and pencils.	0.000	\$45,000.00
54	N/A	Wilson Foundations Classroom Kits	5100	510	<u>Supplies</u> Wilson Foundations Classroom Kits	0.000	\$35,000.00
55	N/A	Substitutes - Classroom coverage due to medical or personal leave	5100	750	<u>Other Personal Services</u> Substitutes - Classroom coverage due to medical or personal leave	0.000	\$12,500.00
56	N/A	Salaries Pre-K teachers - 50% of two pre-k teachers serving 4 year old students at Title I schools.	5500	130	<u>Other Certified Instructional Personnel</u> Salaries Pre-K teachers - 50% of two pre-k teachers serving 4 year old students at Title I schools.	1.000	\$55,000.00
57	N/A	Salaries Pre-K teacher assistants - 50% of two pre-k teacher assistants serving 4 year old students at Title I	5500	160	<u>Other Support Personnel</u> Salaries Pre-K teacher assistants - 50% of two pre-k	1.000	\$19,200.00

		schools.			teacher assistants serving 4 year old students at Title I schools.		
58	N/A	FRS @ 4.91 for Pre-K teachers assistants - 50% of two pre-k teacher assistants serving 4 year old students at Title I schools.	5500	210	<u>Retirement</u> FRS @ 4.91 for Pre-K teachers assistants - 50% of two pre-k teacher assistants serving 4 year old students at Title I schools.	0.000	\$1,228.00
59	N/A	FRS @ 4.91 - 50% of two pre-k teachers	5500	210	<u>Retirement</u> FRS @ 4.91 - 50% of two pre-k teachers	0.000	\$2,700.00
60	N/A	FICA @ 7.65 - 50% of two pre-k teachers	5500	220	<u>Social Security</u> FICA @ 7.65 - 50% of two pre-k teachers	0.000	\$4,208.00
61	N/A	FICA @ 7.65 for Pre-K teacher assistants - 50% of two pre-k teacher assistants serving 4 year old students at Title I schools.	5500	220	<u>Social Security</u> FICA @ 7.65 for Pre-K teacher assistants - 50% of two pre-k teacher assistants serving 4 year old students at Title I schools.	0.000	\$1,913.00
62	N/A	Insurance @ \$4962 for Pre-K teacher assistants - 50% of two pre-k teacher assistants serving 4 year old students at Title I schools.s.	5500	230	<u>Group Insurance</u> Worker's Compensation @ 3.0 for Pre-K teacher assistants - 50% of two pre-k teacher assistants serving 4 year old students at Title I schools.	0.000	\$4,962.00
63	N/A	Insurance @ \$4,962 - 50% of two pre-k teachers	5500	230	<u>Group Insurance</u> Insurance @ \$4,962 - 50% of two pre-k teachers	0.000	\$4,962.00
64	N/A	Worker's Compensation @ 3.0 - 50% of two pre-k teachers	5500	240	<u>Workers Compensation</u> Worker's Compensation @ 3.0 - 50% of two pre-k teachers	0.000	\$1,650.00
65	N/A	Worker's Compensation @ 3.0 for Pre-K teacher assistants - 50% of two pre-k teacher assistants serving 4 year old students at Title I schools.	5500	240	<u>Workers Compensation</u> K teacher assistants - 50% of two pre-k teacher assistants serving 4 year old students at Title I schools.	0.000	\$750.00
66	N/A	Curriculum and supplies - PreK program	5500	510	<u>Supplies</u> Supplemental curriculum and supplies - PreK program	0.000	\$5,000.00
67	N/A	Salaries for supplemental social worker's serving Title I schools; two bilingual	6110	160	<u>Other Support Personnel</u> Salaries for supplemental social worker's serving Title I schools; two bilingual	3.000	\$165,000.00
68	N/A	FRS @ 4.91 for supplemental social worker's serving Title I schools; two bilingual	6110	210	<u>Retirement</u> FRS @ 4.91 for supplemental social worker's serving Title I schools; two bilingual	0.000	\$8,102.00
69	N/A	FICA @ 7.65 - for supplemental social worker's serving Title I schools; two bilingual	6110	220	<u>Social Security</u> FICA @ 7.65 - for supplemental social worker's serving Title I schools; two bilingual	0.000	\$12,648.00
70	N/A	Insurance @ \$4,962 - for supplemental social worker's serving Title I schools; two bilingual	6110	230	<u>Group Insurance</u> Insurance @ \$4,962 - for supplemental social worker's serving Title I schools; two bilingual	0.000	\$14,886.00
71	N/A	Worker's Compensation @ 3.0 for supplemental social worker's	6110	240	<u>Workers Compensation</u> Worker's Compensation @ 3.0 for	0.000	\$4,950.00

		servicing Title I schools; two bilingual			supplemental social worker's servicing Title I schools; two bilingual		
72	N/A	Travel - Social Workers; local and out-of-district travel	6110	330	<u>Travel</u> Travel - Social Workers; local and out-of-district travel	0.000	\$5,000.00
73	N/A	Supplemental pay for site-based SES bilingual staff for parent outreach; paid at regular hourly rate @ 2 Title I sites	6150	101	Supplemental pay for site-based SES bilingual staff for parent outreach; paid at regular hourly rate @ 2 Title I sites	0.100	\$5,000.00
74	A-3	Supplemental Pay for staff facilitating Salaries for parent involvement activities at Title I schools	6150	101	Supplemental Pay for staff facilitating parent involvement activities at Title I schools	0.100	\$13,000.00
75	N/A	Salaries for parent outreach specialist servicing Title I schools; 90% Title I Part A, 10% Title I Part C	6150	160	<u>Other Support Personnel</u> Salaries for parent outreach specialist servicing Title I schools; 90% Title I Part A, 10% Title I Part C	0.900	\$46,000.00
76	N/A	FRS @ 4.91 for parent specialist servicing Title I schools	6150	210	<u>Retirement</u> FRS @ 4.91 - 90% of Parent Specialist position	0.000	\$2,260.00
77	N/A	FRS @ 4.91 for Supplemental pay for site-based SES bilingual staff for parent outreach; paid at regular hourly rate @ 2 Title I sites	6150	211	FRS @ 4.91 for Supplemental pay for site-based SES bilingual staff for parent outreach; paid at regular hourly rate @ 2 Title I sites	0.000	\$250.00
78	A-3	FRS @ 4.91 for staff facilitating Salaries for parent involvement activities at Title I schools	6150	211	FRS @ 4.91 for staff facilitating Salaries for parent involvement activities at Title I schools	0.000	\$639.00
79	N/A	FICA @ 7.65 for parent specialist servicing Title I schools	6150	220	<u>Social Security</u> FICA @ 7.65 - 90% of Parent Specialist position	0.000	\$3,519.00
80	N/A	FICA @ 7.65 for Supplemental pay for site-based SES bilingual staff for parent outreach; paid at regular hourly rate @ 2 Title I sites	6150	221	FICA @ 7.65 for Supplemental pay for site-based SES bilingual staff for parent outreach; paid at regular hourly rate @ 2 Title I sites	0.000	\$400.00
81	A-3	FICA @ 7.65 for staff facilitating Salaries for parent involvement activities at Title I schools	6150	221	FICA @ 7.65 for staff facilitating Salaries for parent involvement activities at Title I schools	0.000	\$995.00
82	N/A	Insurance @ \$4,962 for parent specialist servicing Title I schools	6150	230	<u>Group Insurance</u> Insurance @ \$4,962 - 90% of Parent Specialist position	0.000	\$4,466.00
83	N/A	Worker's Compensation @ 3.0 - Parent Specialist	6150	240	<u>Workers Compensation</u> Worker's Compensation @ 3.0 - 90% of Parent Specialist position	0.000	\$1,380.00
84	N/A	Worker's Compensation @ 3.0 for Supplemental pay for site-based SES bilingual staff for parent outreach; paid at regular hourly rate @ 2 Title I sites	6150	241	Worker's Compensation @ 3.0 for Supplemental pay for site-based SES bilingual staff for parent outreach; paid at regular hourly rate @ 2 Title I sites	0.000	\$150.00
85	A-3	Worker's Compensation@ 3.0 for staff facilitating Salaries for parent involvement activities at Title I schools	6150	241	Worker's Compensation @ 3.0 for staff facilitating Salaries for parent involvement activities at Title I schools	0.000	\$260.00

86	A-3	Travel for staff to participate in parent involvement trainings and regional meetings	6150	330	<u>Travel</u> Travel for staff to participate in parent involvement trainings and regional meetings	0.000	\$600.00
87	N/A	Travel for parent involvement specialist - local and out-of-district to participate in parent involvement training, TA regional meetings, conferences, ECTAC committee meetings	6150	330	<u>Travel</u> Travel for parent involvement specialist - local and out-of-district to participate in parent involvement training, TA regional meetings, conferences, ECTAC committee meetings	0.000	\$5,000.00
88	A-3	Materials and supplies - Parent Involvement Activities	6150	510	<u>Supplies</u> Materials and supplies - paper, glue, markers, scissors, folders, laminating film, books, resource manuals, food for parent meetings held during meal times	0.000	\$19,633.46
89	N/A	Supplemental pay for staff working beyond contracted hours during the regular year and during the summer program; parent conferences, meetings, and translations	6300	101	Supplemental pay for staff working beyond contracted hours during the regular year and during the summer program	0.100	\$10,000.00
90	N/A	Reserve for retirement payout of Title I funded personnel	6300	103	Reserve for retirement payout of Title I funded personnel	0.000	\$100,000.00
91	N/A	Salaries for the following staff: Title I director @ 25%	6300	110	<u>Administrators</u> Salaries for the following staff: Title I director @ 25%	0.250	\$25,000.00
92	A-4	Salaries for 6 Math Coaches @ Title I schools. Title I Professional Development set-aside funds will be used to support 50% of the 6 full-time positions at Title I schools. LEA is using non set-aside Title I funds to support the remaining 50% of the positions.	6300	130	<u>Other Certified Instructional Personnel</u> Salaries for 6 Math Coaches @ Title I schools. Title I Professional Development set-aside funds will be used to support 50% of the 6 full-time positions at Title I schools. LEA is using non set-aside Title II funds to support the remaining 50% of the positions.	3.000	\$157,184.00
93	N/A	Salaries for 6 Math Coaches @ Title I schools. Title I Professional Development set-aside funds will be used to support 50% of the 6 full-time positions at Title I schools. LEA is using non set-aside Title II funds to support the remaining 50% of the positions.	6300	130	<u>Other Certified Instructional Personnel</u> Salaries for 6 Math Coaches @ Title I schools. Title I Professional Development set-aside funds will be used to support 50% of the 6 full-time positions at Title I schools. LEA is using non set-aside Title II funds to support the remaining 50% of the positions.	3.000	\$157,184.00
94	N/A	Salaries - .50 SES Supervisor, .60 Project Specialist, .50 Administrative Assistant	6300	160	<u>Other Support Personnel</u> Salaries - .50 SES Supervisor, .60 Project Specialist, .50 Administrative Assistant	1.600	\$135,000.00
95	N/A	FRS @ 4.91 - .50 SES Supervisor, .60 Project Specialist, .50 Administrative Assistant	6300	210	<u>Retirement</u> FRS @ 4.91 - .50 SES Supervisor, .60 Project Specialist, .50 Administrative Assistant	0.000	\$6,630.00
96	N/A	FRS @ 4.91 for the following staff: Title I director @ 25%	6300	210	<u>Retirement</u> FRS @ 4.91 for the following staff: Title I director @ 25%	0.000	\$1,228.00

97	N/A	FRS @ 4.91 - 50% of Math Coaches	6300	210	<u>Retirement</u> FRS @ 4.91 - 50% of Math Coaches	0.000	\$15,435.00
98	A-4	FRS @ 4.91 - 50% of Math Coaches	6300	210	<u>Retirement</u> FRS @ 4.91 - 50% of Math Coaches	0.000	\$15,435.00
99	N/A	FRS @ 4.91 - Supplemental pay for staff working beyond contracted hours during the regular year and during the summer program	6300	211	FRS @ 4.91 - Supplemental pay for staff working beyond contracted hours during the regular year and during the summer program	0.000	\$491.00
100	N/A	FICA @ 7.65 - 50% of Math Coaches	6300	220	<u>Social Security</u> FICA @ 7.65 - 50% of Math Coaches	0.000	\$12,025.00
101	N/A	FICA @ 7.65 for the following staff. Title I director @ 25%	6300	220	<u>Social Security</u> FICA @ 7.65 for the following staff. Title I director @ 25%	0.000	\$1,913.00
102	N/A	FICA @ 7.65 - .50 SES Supervisor, .60 Project Specialist, .50 Administrative Assistant	6300	220	<u>Social Security</u> FICA @ 7.65 - .50 SES Supervisor, .60 Project Specialist, .50 Administrative Assistant	0.000	\$10,328.00
103	A-4	FICA @ 7.65 - 50% of Math Coaches	6300	220	<u>Social Security</u> FICA @ 7.65 - 50% of Math Coaches	0.000	\$12,025.00
104	N/A	FICA @ 7.65 - Supplemental pay for staff working beyond contracted hours during the regular year and during the summer program	6300	221	FICA @ 7.65 - Supplemental pay for staff working beyond contracted hours during the regular year and during the summer program	0.000	\$765.00
105	N/A	Insurance @ \$4,962 - .50 SES Supervisor, .60 Project Specialist, .50 Administrative Assistant	6300	230	<u>Group Insurance</u> Insurance @ \$4,962 - .50 SES Supervisor, .60 Project Specialist, .50 Administrative Assistant	0.000	\$7,940.00
106	N/A	Insurance \$4,962 for the following staff. Title I director @ 25%	6300	230	<u>Group Insurance</u> Insurance \$4,962 for the following staff. Title I director @ 25%	0.000	\$1,241.00
107	N/A	Insurance @ \$4,962 - 50% of Math Coaches	6300	230	<u>Group Insurance</u> Insurance @ \$4,962 - 50% of Math Coaches	0.000	\$14,866.00
108	A-4	Insurance @ \$4,962 - 50% of Math Coaches	6300	230	<u>Group Insurance</u> Insurance @ \$4,962 - 50% of Math Coaches	0.000	\$14,866.00
109	A-4	Worker's Compensation @ 3.0-50% of Math Coaches	6300	240	<u>Workers Compensation</u> Worker's Compensation @ 3.0- 50% of Math Coaches	0.000	\$4,716.00
110	N/A	Worker's Compensation @ 3.0-50% of Math Coaches	6300	240	<u>Workers Compensation</u> Worker's Compensation @ 3.0- 50% of Math Coaches	0.000	\$4,716.00
111	N/A	Worker's Compensation @ 3.0 for the following staff. Title I director @ 25%	6300	240	<u>Workers Compensation</u> Worker's Compensation @ 3.0 for the following staff. Title I director @ 25%	0.000	\$750.00
112	N/A	Worker's Compensation @ 3.0 - .50 SES Supervisor, .60 Project Specialist, .50 Administrative Assistant	6300	240	<u>Workers Compensation</u> Worker's Compensation @ 3.0 - .50 SES Supervisor, .60 Project Specialist, .50 Administrative Assistant	0.000	\$4,050.00
113	N/A	Worker's Compensation @ 3.0 - Supplemental pay for staff working	6300	241	Worker's Compensation @ 3.0 - Supplemental pay for staff	0.000	\$300.00

		beyond contracted hours during the regular year and during the summer program			working beyond contracted hours during the regular year and during the summer program		
114	N/A	Travel - local mileage and out of county travel for Title I staff to attend required regional and state technical assistance meetings, forums and conferences (Director, Prj Spec, resource teachers)	6300	330	<u>Travel</u> Travel - local mileage and out of county travel for Title I staff to attend required regional and state technical assistance meetings, forums and conferences (Director, Prj Spec, resource teachers)	0.000	\$10,000.00
115	N/A	Postage for mailing of program letters, flyers, brochures	6300	370	<u>Communications</u> Postage for mailing of program letters, flyers, brochures	0.000	\$1,000.00
116	N/A	Printing - program letters, flyers, resource manuals	6300	390	<u>Other Purchased Services</u> Printing - program letters, flyers, resource manuals	0.000	\$1,000.00
117	N/A	Supplemental materials and supplies - Curriculum, including but not limited to, copy paper, toner, folders, markers, binders, sheet protectors, tape, scissors, labels, dividers	6300	510	<u>Supplies</u> Supplemental materials and supplies - Curriculum, including but not limited to, copy paper, toner, folders, markers, binders, sheet protectors, tape, scissors, labels, dividers	0.000	\$5,000.00
118	N/A	Furniture, Fixtures, and Equipment: supplemental capitalized furniture, and equipment, coper, desks, chairs, bookcases, storage carts, file cabinets, tables	6300	641	<u>Furniture, Fixtures and Equipment Capitalized</u> Furniture, Fixtures, and Equipment: supplemental capitalized furniture, and equipment, coper, desks, chairs, bookcases, storage carts, file cabinets, tables	0.000	\$10,000.00
119	N/A	Membership fees - FASFEPANAPEPA	6300	730	<u>Dues and Fees</u> Membership fees - FASFEPANAPEPA	0.000	\$1,000.00
120	A-2	Supplemental Pay for teachers to participate in activities, coursework, to become "highly-qualified"	6400	101	Supplemental Pay for teachers to participate in activities, coursework, to become "highly-qualified"	20.000	\$75,000.00
121	A-4	Supplemental pay for staff participating in staff development activities beyond contracted hours	6400	101	Supplemental pay for staff participating in staff development activities beyond contracted hours	20.000	\$40,000.00
122	N/A	Supplemental Pay beyond contract hours for teachers to participate in professional development activities, including but not limited to Ruby Payne, WirteMath, Expeditionary Learning, STEM, Differentiated Learning, single gender	6400	101	Supplemental Pay beyond contract hours for teachers to participate in professional development activities, including but not limited to Ruby Payne, WirteMath, Expeditionary Learning, STEM, Differentiated Learning, single gender, English language learners-best practices	0.000	\$31,000.00
123	N/A	FRS @ 4.91 for teachers working beyond contract hours for teachers to participate in professional development activities, including but not limited to Ruby Payne, WirteMath, Expeditionary Learning, STEM, Differentiated Learning, single gender	6400	211	FRS @ 4.91 for teachers working beyond contract hours for teachers to participate in professional development activities, including but not limited to Ruby Payne, WirteMath, Expeditionary Learning, STEM, Differentiated	0.000	\$1,522.00

					Learning, single gender, English language learners-best practices		
124	A-4	FRS @ 4.91 for staff participating in staff development activities beyond contracted hours	6400	211	FRS @ 4.91 for staff participating in staff development activities beyond contracted hours	0.000	\$1,964.00
125	A-2	FRS @ 4.91 for teachers to participate in activities, coursework, to become "highly-qualified"	6400	211	FRS @ 4.91 for teachers to participate in activities, coursework, to become "highly-qualified"	0.000	\$3,683.00
126	A-2	FICA @ 7.65 for teachers to participate in activities, coursework, to become "highly-qualified"	6400	221	FICA @ 7.65 for teachers to participate in activities, coursework, to become "highly-qualified"	0.000	\$5,738.00
127	A-4	FICA 7.65 for staff participating in staff development activities beyond contracted hours	6400	221	FICA 7.65 for staff participating in staff development activities beyond contracted hours	0.000	\$3,060.00
128	N/A	FICA @ 7.65 for teachers working beyond contract hours for teachers to participate in professional development activities, including but not limited to Ruby Payne, WriteMath, Expeditionary Learning, STEM, Differentiated Learning, single gender	6400	221	FICA @ 7.65 for teachers working beyond contract hours for teachers to participate in professional development activities, including but not limited to Ruby Payne, WriteMath, Expeditionary Learning, STEM, Differentiated Learning, single gender, English language learners-best practices	0.000	\$2,372.00
129	N/A	Social Security for substitutes - professional development	6400	225	Social Security for substitutes - professional development	0.000	\$210.00
130	A-4	Substitutes - substitutes staff development activities	6400	225	Substitutes - substitutes staff development activities	0.000	\$145.00
131	A-4	Worker's Compensation @ 3.0 for staff participating in staff development activities beyond contracted hours	6400	241	Worker's Compensation @ 3.0 for staff participating in staff development activities beyond contracted hours	0.000	\$1,200.00
132	A-2	Worker's Compensation@ 3.0 for teachers to participate in activities, coursework, to become "highly-qualified"	6400	241	Worker's Compensation@ 3.0 for teachers to participate in activities, coursework, to become "highly-qualified"	0.000	\$2,250.00
133	N/A	Worker's Compensation for teachers working beyond contract hours for teachers to participate in professional development activities, including but not limited to Ruby Payne, WriteMath, Expeditionary Learning, STEM, Differentiated Learning, single gender	6400	241	Worker's Compensation for teachers working beyond contract hours for teachers to participate in professional development activities, including but not limited to Ruby Payne, WriteMath, Expeditionary Learning, STEM, Differentiated Learning, single gender, English language learners-best practices	0.000	\$620.00
134	N/A	Compensation for consultants to provide training to Title I staff, including but not limited to, WriteMath-Kathy Robinson, Dr, Sypryka-STEM, Understanding the Framework of Poverty -Ruby Payne	6400	310	<u>Professional and Technical Services</u> Compensation for consultants to provide training to Title I staff, including but not limited to, WriteMath-Kathy Robinson, Dr, Sypryka-STEM, Understanding the Framework of	0.000	\$81,000.00

					Poverty -Ruby Payne		
135	A-2	Compensation for consultants to provide activities and deliver coursework (HQ)	6400	310	<u>Professional and Technical Services</u> Compensation for consultants to provide activities and deliver coursework (HQ)	0.000	\$50,000.00
136	A-4	Compensation for consultants to provide training to Title I staff, including but not limited to, WriteMath-Kathy Robinson, Dr, Sypryka-STEM , Understanding the Framework of Poverty -Ruby Payne, Single Gender, ELL Best Practices, Positive Behavior Support, bullying prevention	6400	310	<u>Professional and Technical Services</u> Compensation for consultants to provide training to Title I staff, including but not limited to, WriteMath-Kathy Robinson, Dr, Sypryka-STEM , Understanding the Framework of Poverty -Ruby Payne, Single Gender, ELL Best Practices, Positive Behavior Support, bullying prevention	0.000	\$50,000.00
137	N/A	Contractual agreement with East Coast Technical Assistance Center to provide technical assistant and support in the areas of federal programs, parent involvement, monitoring, and best practices	6400	310	<u>Professional and Technical Services</u> Contractual agreement with East Coast Technical Assistance Center to provide technical assistant and support in the areas of federal programs, parent involvement, monitoring, and best practices	0.000	\$25,000.00
138	A-4	Travel for staff to attend staff development activities	6400	330	<u>Travel</u> Travel for staff to attend staff development activities	0.000	\$25,000.00
139	A-2	Travel - reimbursement for travel associated with HQ, attendance at workshops, trainings, college courses (Fort Pierce, Orlando, Tampa, Jacksonville)	6400	330	<u>Travel</u> Travel - reimbursement for travel associated with HQ, attendance at workshops, trainings, college courses (Fort Pierce, Orlando, Tampa, Jacksonville)	0.000	\$3,966.30
140	N/A	Travel for school level staff to professional development workshops and conferences	6400	330	<u>Travel</u> Travel for school level staff to professional development workshops and conferences	0.000	\$16,600.00
141	A-4	Materials and resources for staff development - including but not limited to, books, manuals, reference materials, chart paper, pencils, markers, folders, labels	6400	510	<u>Supplies</u> Materials and resources for staff development - including but not limited to, books, manuals, reference materials, chart paper, pencils, markers, folders, labels	0.000	\$15,659.60
142	A-2	Books, manuals, reference materials for teachers taking coursework to become (HQ)	6400	510	<u>Supplies</u> Books, manuals, reference materials for teachers taking coursework to become (HQ)	0.000	\$15,000.00
143	N/A	Furniture, Fixtures, and Equipment supplemental non- capitalized furniture, and equipment, coper, desks, chairs, bookcases, storage carts, file cabinets, tables	6400	642	<u>Furniture, Fixtures and Equipment Non-Capitalized</u> Furniture, Fixtures, and Equipment: supplemental capitalized furniture, and equipment, coper, desks, chairs, bookcases, storage carts, file cabinets, tables	0.000	\$10,000.00
144	A-2	Reimbursement of fees for teachers taking coursework to become HQ (subject area exams and endorsements)	6400	730	<u>Dues and Fees</u> Reimbursement of fees for teachers taking coursework to become HQ (subject area exams and	0.000	\$20,000.00

					endorsements)		
145	A-4	Social Security - substitutes staff development activities	6400	750	<u>Other Personal Services</u> Social Security - substitutes staff development activities	0.000	\$10,000.00
146	N/A	Substitutes for teachers participating in professional development activities	6400	750	<u>Other Personal Services</u> Substitutes for teachers participating in professional development activities	0.000	\$14,500.00
147	N/A	Restricted Indirect Cost due to agency's AYP Corrective Action Plan	7200	790	<u>Miscellaneous Expenses</u> Indirect Cost @ 5%	0.000	\$167,273.62
148	N/A	Student Transportation - After School and and Super Star Camps	7800	790	<u>Miscellaneous Expenses</u> Student Transportation - After School and summer programs, and Super Star Camps	0.000	\$60,000.00
149	N/A	Student Transportation - Summer programs (June 2012)	7800	790	<u>Miscellaneous Expenses</u> Student Transportation - Summer programs (June 2012)	0.000	\$60,000.00
150	N/A	Reserve - Choice with Transportation set-aside	7800	7900	Choice with Transportation set-aside	0.000	\$352,766.00
Totals:						143.050	\$4,312,745.98

Totals:

Code	Description	Total
A-2	5% Highly Qualified Teachers	\$175,637.30
A-3	1% Parental Involvement	\$35,127.46
A-4	10% Professional Development	\$351,274.60
A-5	Homeless Education	\$105,000.00
A-6	Neglected and Delinquent	\$1,000.00
A-8	Financial and Rewards Incentive Reservation	\$112,093.00
	Total	\$780,132.36

DOE 101



Dr. Eric J. Smith, Commissioner

Need Statements and Activities

For Title I, Part A: Improving the Academic Achievement of the Disadvantaged. Provide evidence of the need for activities that will be funded through this application. Include information on the identified need/required focus and target population, the strategic imperatives and performance goals to which each is tied, the data source, actual outcomes, and performance targets for 2011-2012.

Need 1

<p>1. Need to be addressed: Strengthening Foundation Skills</p> <p>2. Provide the baseline data, the source of data, and the basis for the identified need (i.e. subgroup performance may be used to identify needs). Please access the following link http://schoolgrades.fldoe.org/ and click on "Search School Accountability Reports" - (includes School Grades, Adequate Yearly Progress (AYP), and School Report Card)". Once accessed, choose "Type of Report→AYP"; "Level of Report→District (School Grades and AYP only);" and select the district. Select continue. On the accessed page, select the "Detailed Report" to review the AYP data.</p> <p>Response: <i>Most recent FCAT disaggregated data (2009-10) indicates that Black, Hispanic, ED, ELL and SWD subgroups have failed to make AYP in math for at least one of the last two consecutive years.</i></p> <p><i>Percent of students below grade level in math:</i></p> <p><i>2009-10 AYP S Report</i></p> <p><i>TOTAL 32</i></p> <p><i>WHITE 24</i></p> <p><i>BLACK 55</i></p> <p><i>HISPANIC 39</i></p> <p><i>ASIAN 22</i></p> <p><i>American Indian 34</i></p> <p><i>ED 42</i></p> <p><i>ELL 52</i></p> <p><i>SWD 63</i></p> <p><i>Percent of students below grade level in Reading:</i></p> <p><i>2009-2010 Florida AYP REPORT</i></p> <p><i>TOTAL 35</i></p> <p><i>WHITE 28</i></p> <p><i>BLACK 57</i></p> <p><i>HISPANIC 45</i></p> <p><i>ASIAN 32</i></p> <p><i>AMERICAN INDIAN 34</i></p>

ED 45

ELL 55

SWD 68

3. Provide the anticipated goal/objective the LEA plans to accomplish to address this need. Each goal should be specific, measurable, achievable, realistic, and time limited (SMART). For example: By the end of 2011-2012 school year, all students in each subgroup will increase proficiency by at least 5% on the 2010 FCAT.

Response:

By the end of 2011-2012 school year, students in the Black, Hispanic, ED, ELL, and SWD subgroups will increase proficiency by at least 10% or will meet Safe Harbor criteria. All students in each subgroup will increase proficiency by at least 5% on the 2012 FCAT.

4. Identify the Next Generation Areas of Focus and Race to the Top (RTTT) Goals that this Need will address. (Check all that apply.)

A. Next Generation Six Areas of Focus

- Strengthen foundation skills
- Improve quality of teaching in the education system
- Improve college and career readiness
- Expand opportunities for postsecondary degrees and certificates
- Improve K-12 educational choice options
- Align resources to strategic goals

B. Race-To-The-Top Goals

- Double the percentage of incoming high school freshmen who ultimately graduate from high school, go on to college, and achieve at least a year's worth of college credit.
- Increase the percentage of students scoring at or above proficient on National Assessment of Educational Progress (NAEP) by 2015, to or beyond the performance levels of the highest-performing states (Massachusetts/Connecticut).
- Cut the achievement gap in half by 2015 on NAEP.

5. Describe the Activity(ies) that will be implemented to address the identified need(s). Include the following information for each activity listed:

- A. Describe each specific activity that the LEA will implement based on data analysis of the student subgroups on the FCAT and/or other benchmark assessments.

Response:

All SDIRC Title I Programs are school-wide and therefore all students benefit from the Title I funded activities. Targeted students, receive additional intensive instruction.

1. Math coaches & Reading Coaches will be provided for Title I schools. This activity is a reading initiative that will impact all core-content areas, including math and reading. The target

population is below-grade-level (BGL) math and/or reading students in Title I schools.

2. The Response to Intervention (RtI) model will be implemented in all Title I schools. This is a reading initiative that will impact other core content areas, including math and reading. Training for RtI implementation began in 2009 and will continue throughout the school year. The target population for this activity is BGL math and/or reading students in Title I schools.

3. After-school tutoring will be provided in all Title I elementary schools. This activity is a math and reading initiative. After-school tutoring is provided at least two days per week in all Title I elementary schools. Schools eligible for SES offer an additional two or more days of SES tutoring to students who qualify. The target population for after-school tutoring are BGL students in reading, math and writing.

Describe how the activities are consistent with the LEA Assistance and Improvement Plan.

Response:

The strategies/activities identified in the Title I Part A application are directly aligned with the LEA Intervention and Assistance Plan. All strategies/activities are designed to improve student achievement. Examples of alignment include, but are not limited to the following areas identified in the LEA Plan:

- *Professional Development*
- *Progress Monitoring*
- *Interventions aligned to specific needs*
- *Response to Intervention (RtI)*
- *Continuous Improvement Model*
- *Instructional focus calendars*
- *Curriculum maps*
- *Differentiated instruction*
- *Manipulatives and models*
- *Small group learning*
- *Peer teaching*

District monitoring, technical assistance and oversight: Title I director, project specialist, district resource teachers, parent specialist - travel, materials and supplies, furniture & equipment, communication, printing.

Provide the frequency and duration of each activity.

Response:

- 1. Math Coaches and Reading Coaches: Coaching activities*

begin during pre-planning and continue throughout the school year. The frequency of a coach's interaction with an individual teacher or group of teachers will be determined by student and staff needs.

2. Rtl: Training for Rtl implementation began in 2009 and will continue throughout the 2010-11 school year. Rtl will be implemented daily with team meetings occurring a minimum of every two weeks.

3. After-school tutoring is provided at least two days per week in all Title I elementary schools. The frequency and duration varies by school, based on the specific needs. Schools eligible for SES offer an additional two or more days of SES tutoring to students who qualify.

4) Media Specialists, Art, Music, and PE teachers service (whole group) students via specific schedules as established by the school. The special area teachers also work with Rtl (small groups) of students to deliver differentiated instruction. The duration and frequency of the small group instruction varies according the the unique needs of each school.

Describe the recent evidence-based research that supports the activities to be implemented.

Response:

1. Math Coaches and Reading Coaches: Research supporting the use of this strategy includes Showers` (1984) "Peer Coaching: A Strategy for Facilitating Transfer of Training," and Knight's (2004) University of Kansas study, "Coaching as a Valid Component of an Aligned, Standards-Based System."

2. Rtl: Research supporting the use of this model is cited in the DOE Technical Assistance Paper "The Response to Intervention Model," 2006-2008. Additional research base includes the NASDE 2006 publication "Response to Intervention: Policy Considerations," and Coleman, et al, 2006) "Recognition Response: An early intervening system for young children at risk for learning disabilities."

3. After school program is supported by research including the NEA policy brief (2006) "Closing the Gap through Extended Learning Opportunities" and Durlak and Weissberg's 2007 "The Impact of After-school Programs that Promote Personal and Social Skills."

Art/Music Teachers

- B. Describe how the activities are consistent with the LEA Assistance and Improvement Plan.

Response:

he strategies/activities identified in the Title I Part A application are directly aligned with the LEA Intervention and Assistance Plan. All strategies/activities and are designed to improve

student achievement. Examples of alignment include, but are not limited to the following areas identified in the LEA Plan:

- *Professional Development*
- *Progress Monitoring*
- *Interventions aligned to specific needs*
- *Response to Intervention (Rtl)*
- *Continuous Improvement Model*
- *Instructional focus calendars*
- *Curriculum maps*
- *Differentiated instruction*
- *Manipulatives and models*
- *Small group learning*
- *Peer teaching*

District monitoring, technical assistance and oversight: Title I director, project specialist, district resource teachers, parent specialist - travel, materials and supplies, furniture & equipment, communication, printing.

C. Provide the frequency and duration of each activity.

Response:

All Title I funded activities are implemented from August - June, daily, Grades K-5

1. Math Coaches and Reading Coaches: Coaching activities begin during pre-planning and continue throughout the school year. The frequency of a coach`s interaction with an individual teacher or group of teachers will be determined by student and staff needs.

2. Rtl: Training for Rtl implementation began in 2009 and will continue throughout the 2011-12 school year. Rtl will be implemented daily with team meetings occurring a minimum of every two weeks.

3. After-school tutoring is provided at least two days per week in all Title I elementary schools. The frequency and duration varies by school, based on the specific needs. Schools eligible for SES offer an additional two or more days of SES tutoring to students who qualify.

4) Bilingual Specialists service (whole group) students via specific schedules as established by the school. The special area teachers also work with Rtl (small groups) of students to deliver differentiated instruction. The duration and frequency of the small group instruction varies according the the unique

needs of each school.

- D. Describe the recent evidence-based research that supports the activities to be implemented.

Response:

1. *Math Coaches and Reading Coaches: Research supporting the use of this strategy includes Showers` (1984) "Peer Coaching: A Strategy for Facilitating Transfer of Training," and Knight's (2004) University of Kansas study, "Coaching as a Valid Component of an Aligned, Standards-Based System."*

2. *Rtl: Research supporting the use of this model is cited in the DOE Technical Assistance Paper "The Response to Intervention Model," 2006-2008. Additional research base includes the NASDE 2006 publication "Response to Intervention: Policy Considerations," and Coleman, et al, 2006) "Recognition Response: An early intervening system for young children at risk for learning disabilities."*

3. *After school program is supported by research including the NEA policy brief (2006) "Closing the Gap through Extended Learning Opportunities" and Durlak and Weissberg's 2007 "The Impact of After-school Programs that Promote Personal and Social Skills."*

6. Describe how the LEA will monitor the implementation of these activities and provide follow-up to ensure fidelity.

Response:

Implementation of these activities will be monitored by principals and district staff who conduct regular classroom walk-throughs, as well as feedback from teachers and parents. District Title I staff will conduct periodic observations of SES provider services.

The district's Curriculum and Instruction department and the Title I office monitor implementation of activities to ensure that programs are research based and are delivered with fidelity. Title I program staff collaborate with the district's ESE department to ensure that SWD students are receiving appropriate services and accommodations. The Title I district staff meet on a regular basis with site-based leadership teams to discuss the implementation of activities, areas of concern or unmet students needs. The Title I program provides technical assistance to Title I schools on a daily basis via telephone and e-mail to ensure program compliance.

7. If other federal sources, besides Title I, Part A are being used to fund these strategies, describe the resources and how they will be coordinated.

Response:

Title II Part A provides funding to support a district Reading and Math Specialists. Race to the Top dollars cover the cost of a Science Specialist. The specialists provide an additional level of support to Title I schools, in addition to the site-based coaches. The specialists participate in the district` Title I Leadership meetings. The staff facilitate training and model best practices, assist with data analysis.

Title I Part A funds personnel - Resource teachers, social workers, bilingual specialists and assistants, and math and intervention teachers, homeless transition teacher and assistant and

teachers and teacher assistants at the district level and at the school level. These supplemental positions enhance the district's efforts to provide interventions that are demonstrated to promote increased student achievement. Supplemental personnel also work in the after school and summer programs. Title I purchases supplemental curriculum and classroom supplies for use in the extended learning programs. Title I staff work cooperatively with Title III program personnel to ensure that the needs of ELL students are being fully addressed. The Title III program purchases supplemental research based English language and academic software such as Rosetta Stone Zip Zoom English. RM Sonica that is also used by ELL students attending the after school and summer programs. Title II Part A supports staff development for teachers and administrators of Title I schools. IDEA funds support the implementation of the RtI.

8. Describe the process the LEA will use to evaluate the effectiveness of the activities implemented to address this need.

Response:

The district will monitor the effectiveness of the activities through a variety of methods, including but not limited to:

Local Benchmark Assessments

FAIR DATA

FCAT Reports

CELLA REPORTS

Report Cards

Need 2

1. Need to be addressed: **Improving Quality of Teaching in the Educational System**

2. Provide the baseline data, the source of data, and the basis for the identified need.

Response:

SY 2010-11 district data indicates that all teachers at Title I schools are highly qualified. Each year the Title I office coordinates with the Human Resource department to ensure that only teachers who meet the NCLB and FDOE definitions of "highly qualified" are hired to work in Title I schools.

3. Provide the anticipated goal/objective the LEA plans to accomplish to address this need. Each goal should be specific, measurable, achievable, realistic, and time limited (SMART). For example: By the end of 2011-2012 school year, there will be a 5% increase in the percentage of courses taught by highly qualified teachers in Title I schools.

Response:

By June 30, 2012, 100% of teachers in Title I schools will be highly qualified.

4. Identify the Next Generation Areas of Focus and Race to the Top (RTTT) Goals that this Need will address. (Check all that apply.)

A. Next Generation Six Areas of Focus

- Strengthen foundation skills
- Improve quality of teaching in the education system

- Improve college and career readiness
- Expand opportunities for postsecondary degrees and certificates
- Improve K-12 educational choice options
- Align resources to strategic goals

B. Race-To-The-Top Goals

- Double the percentage of incoming high school freshmen who ultimately graduate from high school, go on to college, and achieve at least a year's worth of college credit.
- Increase the percentage of students scoring at or above proficient on National Assessment of Educational Progress (NAEP) by 2015, to or beyond the performance levels of the highest-performing states (Massachusetts/Connecticut).
- Cut the achievement gap in half by 2015 on NAEP.

5. Describe the Activity(ies) that will be implemented to address the identified need(s). Provide an answer to each field below.

- A. Describe each specific activity funded by Title I that the LEA will implement based on data analysis of Survey 3 data about highly qualified teachers to increase the number of highly qualified teachers in Title I schools.

Response:

All teachers at Title I schools are highly qualified. Activities funded by Title I are designed to ensure that all teachers at Title I schools are high qualified.

- B. Describe the activities that will ensure that teachers acquire the necessary knowledge and skills, consistent with the LEA Assistance and Improvement Plan, K12 Reading Plan and LEA Professional Development Plan.

Response:

To ensure that teachers acquire the necessary knowledge and skills, consistent with the LEA Assistance and Improvement Plan, K12 Reading Plan and LEA Professional Development Plan, the following activities will be provided to teachers during the 2011-2012 school year:

- Collaboration with Reading, ESOL, Rtl, Math, and Science Coordinators to prioritize professional development activities

- Fund 2 writing coaches, four math and 2 bilingual specialists

- Providing release time for teachers to observe other teachers

-Compass Learning and Earobics professional development will be designed with each company that will address analyzing academic language acquisition for administrators and teachers.

-SDE consultants will provide differentiated instruction

-Two consultants will provide PD to

_ PD 360

Title I teachers and administrators that addresses inquiry based learning and new math/science standards.

C. Provide the frequency and duration of each activity.

Response:

Frequency and duration will vary based on the specific need and schedule of each Title I school. Frequency and duration will vary based on the specific need and schedule of each Title I school

- Reading, Rtl, Writing, and Math coaches will provide professional development in differentiated instruction from August 2011-June 2012

- Teachers and administrators will attend the following conferences to increase knowledge of best practices:

--NCTM, FCTM and FDOE math workshops

-- Model Schools

--IRA, FRA, NCTE

The following consultants will provide professional development in reading, writing and math in 2011-2012:

Kathy Robinson - Reading/Writing Connections

School Improvement/Reform

Staff Development for Educators (SDE)- differentiated instruction

Contracts for all PD have not been finalized but will occur throughout the 11-12 school year.

- Reading, Rtl, Writing, and Math coaches will provide professional development in differentiated instruction from August 2011-June 2012

- Teachers and administrators will attend the following conferences to increase knowledge of best practices:

--NCTM, FCTM and FDOE math workshops

-- Model Schools

--IRA, FRA, NCTE

The following consultants will provide professional development in reading, writing and math in 2011-2012:

Kathy Robinson - Reading/Writing Connections

Dr. Donna Spryka - Science

Learning Alliance - Wilson Foundations

Staff Development for Educators (SDE)- differentiated instruction

Contracts for all PD have not been finalized but will occur throughout the 11-12 school year.

- D. Describe the evidence-based research that supports the activities to be implemented.

Response:

Differentiated Instruction: This method of instruction adopts the concept of "readiness" meaning that the difficulty of skills taught should be slightly in advance of the child's current level of mastery. This is grounded in the work of Lev Vygotsky (1978), and the zone of proximal development (ZPD), the range at which learning takes place. The classroom research by Fisher et al. (1980), strongly supports the ZPD concept. The researchers found that in classrooms where individuals were performing at a level of about 80% accuracy, students learned more and felt better about themselves and the subject area under study (Fisher, 1980 in Tomlinson, 2000).

Reading/Writing Connection – The foundation of this approach lies in the understanding that writing is a life-long process during which we continually lift the level of our writing skills and outgrow ourselves as writers. Students learn that all writing has essential traits to which they must attend when developing a piece (Spandel, 2001). Writers learn multiple ways to find topics they wish to write about. They learn to make purposeful decisions about the structure and organization of a piece. They learn a repertoire of methods for elaborating. They learn to craft their pieces using literary language and devices, and to employ the conventions of written language (Anderson, 2005; Calkins, 1994; Elbow, 1989; Graves, 1994; Wood Ray, 1999). Integrated reading-writing instruction is based on the understanding of how the reading and writing

processes are connected and how the roles of the reader and writer are interrelated. Student

participation in activities that simultaneously promote the development of both reading and writing

skills provides effective instruction and enhanced learning. For many years, reading and writing researchers (Trosky & Wood, 1982; Tierney, Soter, O'Flahavan, & McGinley, 1989; McGinley, 1992) have acknowledged the importance of the connection between the reading and writing processes.

Teaching for Meaning: Studies conducted in high poverty areas show that teaching for meaning or inquiry based learning has positive effects on student learning including better initial learning, greater retention, and an increased likelihood that the ideas will be used in new situations (Grouws & Cebulla, 2000, p.13). "Students who develop conceptual understanding early perform best on procedural knowledge later." (Grouws & Cebulla, 2000, p. 15)

Professional Development (Conferences): The study of teaching

is greatly enhanced by informed and knowledgeable teachers who bring to the table new insights about teaching and learning and the way that others implement innovations. A broad perspective enhances their ability to interpret instructional scenarios and to make informed decisions about teaching modifications. Research shows that "a necessary condition for teacher change" is for them to be empowered with opportunities for responsibility, choice and authority (Placier & Hamilton, 1994). Teachers who attend conferences will have the responsibility and authority to provide their colleagues with insights gleaned from conference participation.

Observation of Other Teachers: Observation of best practice of other teachers creates opportunities for teachers to engage in context-specific study of practice. This observation helps teachers to refine lessons and to spread best practices throughout the school (Barber & Mourshed, 2007).

- E. Describe the specific professional development to be provided to improve the effectiveness of teachers and highly qualified paraprofessionals.

Response:

Frequency and duration will vary based on the specific need and schedule of each Title I school

- Reading, Rtl, Writing, and Math coaches will provide professional development in differentiated instruction from August 2010-June 2011

- Teachers and administrators will attend the following conferences to increase knowledge of best practices:

--NCTM, FCTM and FDOE math workshops

-- Model Schools

--IRA, FRA, NCTE

The following consultants will provide professional development in reading, writing and math in 2011-2012:

Kathy Robinson - Reading/Writing Connections

Learning Alliance - Foundations & Soliday Training

Staff Development for Educators (SDE)- differentiated instruction

Contracts for all PD have not been finalized but will occur throughout the 11-12 school year.

- F. Describe how the professional development activities to be funded will assist teachers to attain and retain highly qualified status. Note: Title I, Part A funds may not be used to assist paraprofessionals to meet the highly qualified requirements.

Response:

Title I Part A funds are specifically targeted for activities that will assist individual teachers attain and retain HQ status. For example, Title I funds may be used to pay for coursework or subject area exams, or consultants to deliver the instruction.

- G. Describe how the LEA will ensure that a larger portion of non-highly qualified teachers are not assigned to high poverty schools.

Response:

The LEA's Human Resources Department works with the NCLB certification specialist to ensure that all teachers are highly qualified and that high poverty schools are not assigned to high poverty schools.

- H. Describe how the LEA will utilize incentives to attract and retain high quality teachers to schools in need of improvement, corrective action, or restructuring, if applicable.

Response:

The School District of Indian River County initiated a differentiated pay program beginning in the 2007-2008 school year. During the 2011-12 school year teachers at Title I schools currently receive an annual differentiated pay bonus to encourage teachers remain at Title I schools and also to attract new teachers.

6. Describe how the LEA will provide opportunities for job-embedded professional development for teachers, such as Lesson Study or Professional Learning Communities.

Response:

The district's staff development department collaborates with the Title I Office to ensure that appropriate job-embedded professional development occurs on an on-going basis. Teachers in IRSD have the opportunity to observe best practices in their own district through organized visitations to schools where teachers have had extensive professional development. Port Salerno, a Title I school, is a model school for literacy instruction. Teachers travel to Fellsmere Elementary and to observe ELL strategies in action. This successful capacity building professional development activity will be expanded in 2010-2011 through a collaboration with Title I, Title II, Title III, ESE, ESOL, and RtI departments.

-Lesson study is being reviewed to determine appropriateness for all elementary schools by the Title II department.

-LLI (Literacy Learning Intervention) is a district wide differentiated instruction intervention initiative supported by Title I, Title II, and School Improvement funds. This research based intervention system was piloted in 2009-2010 and will be expanded in 2010-2011. An LLI consultant will be hired to provide professional development to reading coaches and teachers using the system.

Site-based Math Coaches provide professional development on a daily basis. District Math, Reading and Science coaches and Title I Resource teacher meet on a regular basis with Title I school staff to provide training. The district's gifted coordinator also meets on a regular basis with teachers at Title I schools to provide teachers with research-based strategies and model

best practices.

7. Describe how the LEA will monitor the implementation of these activities and provide follow-up to ensure fidelity.

Response:

The LEA will review professional development evaluations following each PD activity.

8. Describe the process the LEA will use to evaluate the effectiveness of the activities implemented to address this need.

Response:

Site-based administrators evaluate the effectiveness of the activities based on teacher observation and the appraisal process. performance Math Coaches provide professional development on a daily basis. District Math, Reading and Science coaches and Title I Resource teacher meet on a regular basis with Title I school staff to provide training. The district's gifted coordinator also meets on a regular basis with teachers at Title I schools to provide teachers with research-based strategies and model best practices.

Need 3

1. Need to be addressed: **Increase Parental Involvement**

2. Provide the Data Source(s) and the basis for the identified Need.

Response:

Parent Involvement Activity Calendar

Parent Involvement Participation Logs

Parent Surveys

3. Provide the anticipated goal/objective the LEA plans to accomplish to address this need.

Response:

By the end of 2011-2012 school year, there will be at least ten parent activities held and there will be an increase of at least 5% of the number of parents involved in the education of their child.

4. Identify the Next Generation Areas of Focus and Race to the Top (RTTT) Goals that this Need will address. (Check all that apply.)

A. Next Generation Six Areas of Focus

- Strengthen foundation skills
- Improve quality of teaching in the education system
- Improve college and career readiness
- Expand opportunities for postsecondary degrees and certificates
- Improve K-12 educational choice options
- Align resources to strategic goals

B. Race-To-The-Top Goals

- Double the percentage of incoming high school freshmen who ultimately graduate from high school, go on to college, and achieve at least a year's worth of college credit.
- Increase the percentage of students scoring at or above proficient on National Assessment of Educational Progress (NAEP) by 2015, to or beyond the performance levels of the highest-performing states (Massachusetts/Connecticut).
- Cut the achievement gap in half by 2015 on NAEP.

5. Describe the Activity(ies) that will be implemented to address the identified need(s). Provide an answer to each field below.

- A. Describe how the parental involvement set-aside will be used to support the activities outlined in the LEA parental involvement policy/plan. Include any activities that the LEA plans to implement LEA-wide for parental involvement, such as a parental involvement center, if applicable.

Response:

SDIRC believes that parent involvement is essential to maximizing student achievement in Title I schools. Therefore the LEA's parent involvement allocation far exceeds the required 1% required set-aside. More than Ninety-five percent (95%) of the one percent set-aside is distributed to schools. These funds are used to fund a bilingual parent specialist that serves all Title I schools. The parent specialist position is essential for increasing communication with parents. The Title I resource teachers works with teachers and collaborates with the parent specialist to provide professional development for teachers in the area of parent involvement. All initiatives are addressed and determined through the District PAC and School SAC committees. •Making telephone calls – teacher requests, school issue, etc. •Assisting with school activities – White Doves, 4 Cs, etc. ?•Preparing for and coordinating parent involvement activities – “Partners in Print”, Reading Nights, etc. ?•Preparing and conducting small group parent training meetings in collaboration with school and district staff ?•Calling parents to attend parent events ?•Making Connect-Ed telephone messaging system Spanish translations ? •Deliver instructional materials to parents with a school devised plan ?•Taking parents to Parent Resource Rooms at each school to obtain materials for use with his/her child at home ?•Preparing an area in the school (parent specialist's office) with materials for parent information or use and/or a meeting area for parents ? •Assist with adult classes (district) and ESOL classes.

The LEA-wide reservation is used to fund the Title I Parent Specialist position. The reservation is also used to support supplemental Title I district-wide parent involvement activities. take home books, and travel to parent involvement conferences and workshops.

- B. Describe how the parental involvement allocations to schools will be used to support the activities outlined in the school's parental involvement policy/plans.

Response:

Title I schools are in the process of finalizing the development their 2011-2012 parent involvement policies. Title I schools have far exceeded 1% of their Title I allocations for parent involvement. All Title I schools are served by a bilingual Title I Parent Specialist. The responsibilities of the parent specialist are listed below. Title I schools conduct meetings for parents, provide transportation, childcare, and/or home visits as necessary, and provide parents with timely and comprehensible information, where feasible, in a language that they can understand. Title I schools involve parents as a part of the SAC in the process of reviewing parent surveys, developing the School Parental Involvement Plan and school-parent compacts. Further, they conduct activities to build capacity for parental involvement in school activities, literacy and parenting based on parent and teacher input. Title I coordinates with the district's Adult and Community Education Department to ensure that parents are aware of the many opportunities available. The parent involvement specialist also serves as a liaison between the classroom teacher and the parent to provide academic history and complete a survey regarding their child's learning style at home. Using this information, the parent and teacher develop an action plan. Teachers and district staff plan parent workshops and inform parents of choices for purchasing additional materials/ programs for parents to use with their children.

- C. Describe the evidence-based research that supports the activities to be implemented using the parental involvement set-aside.

Response:

The parent specialist responsibilities include: •Conduct home visits - AIP signatures, discuss dress code, obtain signatures, give teacher assignments, etc. ?•Taking parents or students to – school, home, doctor, etc. ?•Translating – parent conferences, telephone calls, ESE meetings, psychologist's testing, notes to parents, etc. ?•Documenting – parental contact, parent involvement, Title I monitoring boxes ?•Making telephone calls – teacher requests, school issue, etc. ?•Assisting with school activities – White Doves, 4 Cs, etc. ?•Preparing for and coordinating parent involvement activities – "Partners in Print", Reading Nights, etc. ?•Preparing and conducting small group parent training meetings in collaboration with school and district staff ?•Calling parents to attend parent events ?•Making ConnectEd telephone messaging system Spanish translations ? •Deliver instructional materials to parents with a school devised plan ?• Providing parents materials for use with his/her child at home ?•Preparing an area in the parent specialist's office with materials for parent information or use and/or a meeting area for parents ?•Assist with adult classes (district) ?

6. Describe how the LEA will monitor the implementation of parental involvement activities and provide follow-up to schools to ensure fidelity.

Response:

**Parent Specialist meeting notes.*

**Parent agendas and sign in sheets, and minutes*

7. If other federal sources, besides Title I, Part A are being used to fund these strategies, describe the resources and how they will be coordinated.

Response:

Title I collaborates with Title I Part C and Title III when appropriate to coordinate parent involvement activities whenever feasible.

8. Describe the process the LEA will use to evaluate the effectiveness of the activities implemented to address this need.

Response:

Effectiveness will be measured by parent participation in the activities. Parent surveys, rosters, sign-in sheets will be collected and analyzed to evaluate attendance and determine parent evaluation of the activities. Results will be used to adjust activities as needed.

Need 4

1. Need to be addressed:

To provide comparable services to serve homeless children in non-Title I schools.

2. Provide the baseline data, the source of data, and the basis for the identified need.

[Homeless Education Trend Data](#)
[Homeless section of 2009-2010 CSPR 1](#)

Response:

FLDOE 2009-2010 FINAL SURVEY 5 HOMELESS COUNTS AS OF 09-21-09 indicates that the LEA reported 347 students that met the definition of homeless.

3. Provide the anticipated goal/objective the LEA plans to accomplish to address this need. Each goal should be specific, measurable, achievable, realistic, and time limited (SMART). For example: By the end of 2011-2012 school year, services will be provided to 100% of the homeless students based upon their specific needs.

Response:

By the end of the 2011-12 school year, at least 90% of the homeless students in the LEA will be identified and receive services as their needs dictate.

4. Identify the Next Generation Areas of Focus and Race to the Top (RTTT) Goals that this Need will address. (Check all that apply.)

A. Next Generation Six Areas of Focus

- Strengthen foundation skills
- Improve quality of teaching in the education system
- Improve college and career readiness

- Expand opportunities for postsecondary degrees and certificates
- Improve K-12 educational choice options
- Align resources to strategic goals

B. Race-To-The-Top Goals

- Double the percentage of incoming high school freshmen who ultimately graduate from high school, go on to college, and achieve at least a year's worth of college credit.
- Increase the percentage of students scoring at or above proficient on National Assessment of Educational Progress (NAEP) by 2015, to or beyond the performance levels of the highest-performing states (Massachusetts/Connecticut).
- Cut the achievement gap in half by 2015 on NAEP.

5. Describe the Activity(ies) that will be implemented to address the identified need(s).

Response:

Title I supports a teacher/social worker and teacher assistant to provide supplemental transitional services at a Title elementary school that has experienced significant increase in the number of homeless students from a local shelter. The homeless students are not in any way segregated from their non-homeless peers. T-I funds the purchase of educational materials & supplies for children identified as homeless as a supplement to the district's program. The T-I office works collaboratively with the Curriculum, Student Services, homeless liaison, Attendance & the Ed Found. Of IRC to assist schools in identifying homeless students & determining their needs. Title I also works with the local shelters for homeless mothers & children to provide academic support services for children housed there. The district homeless liaison & the Title I resource teacher who is responsible for Title I homeless services work together to identify homeless students by distributing information to schools on how to recognize & determine homeless status of students, & by reviewing monthly printouts to stay in touch with the placement of homeless students. Title I supplements the district's efforts by providing school supplies, backpacks, shoes/clothing if needed for homeless students. Services to homeless children in non-Title I schools are provided jointly by the Education Foundation of Indian River County, the district & Title I through the cooperative efforts of the Foundation staff & the district & Title I resource teachers who share this responsibility. Services include but are not limited to transportation, school supplies, clothing, & referrals for medical/dental needs. The district monitors & reports the academic progress of homeless students using the assessments used for their peers. The district, in the event of a dispute, will allow homeless students to enroll in the school of parental choice & transportation will be provided, if necessary. The district liaison for homeless children works in collaboration with other school district officials to expedite the resolution of the dispute.

Title I supports a teacher/social worker and teacher assistant to provide supplemental transitional services at a Title elementary school that has experienced significant increase in the number of homeless students from a local shelter. The homeless students are not in any way segregated from their non-homeless peers. T-I funds the purchase of educational materials & supplies for children identified as homeless as a supplement to the district's program. The T-I office works collaboratively with the Curriculum, Student Services, homeless liaison, Attendance & the Ed Found. Of IRC to assist schools in identifying homeless students & determining their needs. Title I also works with the local shelters for homeless mothers & children to provide academic support services for children housed there. The district homeless liaison & the Title I resource teacher who is responsible for Title I homeless services work together to identify homeless students by distributing information to schools on how to recognize & determine homeless status of students, & by reviewing monthly printouts to stay in touch with the placement of homeless students. Title I supplements the district's efforts by providing school supplies, backpacks, shoes/clothing if needed for homeless students. Services to homeless children in non-Title I schools are provided jointly by the Education Foundation of Indian River County, the district & Title I through the cooperative efforts of the Foundation staff & the district & Title I resource teachers who share this responsibility. Services include but are not limited to transportation, school supplies, clothing,

& referrals for medical/dental needs. The district monitors & reports the academic progress of homeless students using the assessments used for their peers. The district, in the event of a dispute, will allow homeless students to enroll in the school of parental choice & transportation will be provided, if necessary. The district liaison for homeless children works in collaboration with other school district officials to expedite the resolution of the dispute.

6. Describe each specific activity that will be implemented based on data analysis of the Federal CSPR Report.

Response:

Title I supports a teacher/social worker and teacher assistant to provide supplemental transitional services at a Title elementary school that has experienced significant increase in the number of homeless students from a local shelter. The homeless students are not in any way segregated from their non-homeless peers. T-I funds the purchase of educational materials & supplies for children identified as homeless as a supplement to the district's program. The T-I office works collaboratively with the Curriculum, Student Services, homeless liaison, Attendance & the Ed Found. Of IRC to assist schools in identifying homeless students & determining their needs. Title I also works with the local shelters for homeless mothers & children to provide academic support services for children housed there. The district homeless liaison & the Title I resource teacher who is responsible for Title I homeless services work together to identify homeless students by distributing information to schools on how to recognize & determine homeless status of students, & by reviewing monthly printouts to stay in touch with the placement of homeless students. Title I supplements the district's efforts by providing school supplies, backpacks, shoes/clothing if needed for homeless students. Services to homeless children in non-Title I schools are provided jointly by the Education Foundation of Indian River County, the district & Title I through the cooperative efforts of the Foundation staff & the district & Title I resource teachers who share this responsibility. Services include but are not limited to transportation, school supplies, clothing, & referrals for medical/dental needs. The district monitors & reports the academic progress of homeless students using the assessments used for their peers. The district, in the event of a dispute, will allow homeless students to enroll in the school of parental choice & transportation will be provided, if necessary. The district liaison for homeless children works in collaboration with other school district officials to expedite the resolution of the dispute.

Title I supports a teacher/social worker and teacher assistant to provide supplemental transitional services at a Title elementary school that has experienced significant increase in the number of homeless students from a local shelter. The homeless students are not in any way segregated from their non-homeless peers. T-I funds the purchase of educational materials & supplies for children identified as homeless as a supplement to the district's program. The T-I office works collaboratively with the Curriculum, Student Services, homeless liaison, Attendance & the Ed Found. Of IRC to assist schools in identifying homeless students & determining their needs. Title I also works with the local shelters for homeless mothers & children to provide academic support services for children housed there. The district homeless liaison & the Title I resource teacher who is responsible for Title I homeless services work together to identify homeless students by distributing information to schools on how to recognize & determine homeless status of students, & by reviewing monthly printouts to stay in touch with the placement of homeless students. Title I supplements the district's efforts by providing school supplies, backpacks, shoes/clothing if needed for homeless students. Services to homeless children in non-Title I schools are provided jointly by the Education Foundation of Indian River County, the district & Title I through the cooperative efforts of the Foundation staff & the district & Title I resource teachers who share this responsibility. Services include but are not limited to transportation, school supplies, clothing, & referrals for medical/dental needs. The district monitors & reports the academic progress of homeless students using the assessments used for their peers. The district, in the event of a dispute, will allow homeless students to enroll in the school of parental choice & transportation will be provided, if necessary. The district liaison for homeless children works in collaboration with other school district officials to expedite the resolution of the dispute.

7. Describe the method of identifying and distributing funds to benefit homeless students.

Response:

The following methods were used to determine identification and distributing of homeless set-aside. 1) Historical local Homeless student data. 2) FLDOE Homeless Student Survey data. Salary projections for targeted staff. The district's homeless liaison collaborates with Title I to ensure that homeless students are identified and have access to all appropriate services. The homeless liaison works as an advocate between homeless parents, schools, other LEAs, community agencies. The homeless liaison also works with district personnel to ensure that homeless students receive free meals and transportation to either their home school or the school the student previously attended, which ever is in the best interest of the student. The amount is determined based on past history & anticipated costs of services. Homeless children attending SW programs have access to all services available to other children in the school based on need. Title I supports a teacher/social worker and teacher assistant to provide supplemental transitional services at a Title elementary school that has experienced significant increase in the number of homeless students from a local shelter. The homeless students are not in any way segregated from their non-homeless peers. T-I funds the purchase of educational materials & supplies for children identified as homeless as a supplement to the district's program. The T-I office works collaboratively with the Curriculum, Student Services, homeless liaison, Attendance & the Ed Found. Of IRC to assist schools in identifying homeless students & determining their needs. Title I also works with the local shelters for homeless mothers & children to provide academic support services for children housed there. The district homeless liaison & the Title I resource teacher who is responsible for Title I homeless services work together to identify homeless students by distributing information to schools on how to recognize & determine homeless status of students, & by reviewing monthly printouts to stay in touch with the placement of homeless students. Title I supplements the district's efforts by providing school supplies, backpacks, shoes/clothing if needed for homeless students. Services to homeless children in non-Title I schools are provided jointly by the Education Foundation of Indian River County, the district & Title I through the cooperative efforts of the Foundation staff & the district & Title I resource teachers who share this responsibility. Services include but are not limited to transportation, school supplies, clothing, & referrals for medical/dental needs. The district monitors & reports the academic progress of homeless students using the assessments used for their peers. The district, in the event of a dispute, will allow homeless students to enroll in the school of parental choice & transportation will be provided, if necessary. The district liaison for homeless children works in collaboration with other school district officials to expedite the resolution of the dispute.

8. Describe how you calculated the amount of the set-aside for the LEA.

Response:

The amount is determined based on past history and anticipated cost of services.

9. Describe collaboration activities between the Title I office and the homeless liaison.

Response:

The district's homeless liaison collaborates with Title I to ensure that homeless students are identified and have access to all appropriate services. The homeless liaison works as an advocate between homeless parents, schools, other LEAs, community agencies. The homeless liaison also works with district personnel to ensure that homeless students receive free meals and transportation to either their home school or the school the student previously attended, which ever is in the best interest of the student.

10. Describe the duties of the homeless liaison.

Response:

*The district homeless liaison’s primary responsibility is to ensure timely identification to minimize the educational disruption for students. The district homeless liaison is responsibilities include:?
 *Facilitating timely registration and enrollment?*Assisting with arranging transportation to/from school of origin?* Arrange for continued attendance at the school of origin?* Ensure students are receiving free and reduced price meals?*Facilitate services for English language learners?
 *Refer to appropriate services available through Indian River County Public Schools?*Facilitate obtainment of immunizations and physicals for enrollment?*Refer homeless students and families for mental health services?*Assist in obtaining school supplies and uniforms?*Refer to community services, as needed.*

11. Describe how the LEA will monitor the implementation of these activities.

Response:

The district’s project specialist serves as the district’s homeless liaison and meets on a daily basis with the Title I director. The site-based principal directly supervises the homeless transition program staff. T he homeless liaison communicates on a regular basis with the Director of Students Services who oversees the district’s attendance office to ensure that homeless students are immediately enrolled in the district schools. The liaison monitors the status of homeless students in district schools and communicates with school principals to ensure they are aware of who their homeless students are and that their academic and social needs are met.

If other federal sources, besides Title I, Part A are being used to fund these strategies, describe the resources and how they will be coordinated.

Response:

McKinney-Vento ARRA dollars (through 9/30/2011) will provide supplemental funds, which are used to purchase supplemental academic supplies, school, uniforms, supplemental pay for staff to facilitate services for students.

12. Describe the process the LEA will use to evaluate the effectiveness of the activities implemented to address this need.

Response:

The LEA will measure the effectiveness of the activities through formal and informal processes, including but not limited to the analysis of the number of homeless students identified in the LEA and the level of services provided to homeless students.

Need 5

1. Need to be addressed:

To provide services comparable to those provided to children in schools funded under Title I, Part A to serve children in local institutions for neglected children; and, if appropriate, children in local institutions for delinquent children, and neglected or delinquent children in community day school programs.

2. Provide the baseline data, the source of data, and the basis for the identified need.

Response:

N/A The LEA does not have neglected/delinquent children in local institutions.

3. Provide the anticipated goal/objective the LEA plans to accomplish to address this need. Each goal should be specific, measurable, achievable, realistic, and time limited (SMART). For example: By the end of 2011-2012 school year, services will be provided to 100% of the students identified as neglected and delinquent based upon their specific needs.

Response:

N/A The LEA does not have neglected/delinquent children in local institutions.

4. Identify the Next Generation Areas of Focus and Race to the Top (RTTT) Goals that this Need will address. (Check all that apply.)

A. Next Generation Six Areas of Focus

- Strengthen foundation skills
- Improve quality of teaching in the education system
- Improve college and career readiness
- Expand opportunities for postsecondary degrees and certificates
- Improve K-12 educational choice options
- Align resources to strategic goals

B. Race-To-The-Top Goals

- Double the percentage of incoming high school freshmen who ultimately graduate from high school, go on to college, and achieve at least a year's worth of college credit.
- Increase the percentage of students scoring at or above proficient on National Assessment of Educational Progress (NAEP) by 2015, to or beyond the performance levels of the highest-performing states (Massachusetts/Connecticut).
- Cut the achievement gap in half by 2015 on NAEP.

5. Describe the Activity(ies) that will be implemented to address the identified need(s). Include the following information for each activity listed:

A. Describe each specific activity that will be implemented based on data analysis of neglected/delinquent children in local institutions.

Response:

N/A The LEA does not have neglected/delinquent children in local institutions.

B. Describe the method of identifying and distributing funds to benefit neglected/delinquent children.

Response:

The LEA does not have N & D institutions located in the county. However a nominal amount will be set-aside in the event that eligible N&D students transfer into a district non-Title I school. The set-aside will be used to meet the specific needs of those

students.

C. Describe how you calculated the amount of the set-aside for the LEA.

Response:

Prior year, historical trend of amount set-aside for N & D.

D. Describe how the LEA will monitor the implementation of these activities.

Response:

N/A

6. If other federal sources, besides Title I, Part A are being used to fund these strategies, describe the resources and how they will be coordinated.

Response:

N/A

7. Describe the process the LEA will use to evaluate the effectiveness of the activities implemented to address this need.

Response:

N/A

Need 6

1. Need to be addressed: **Support for Schools in Need of Improvement**

2. Provide the baseline data, the source of data, and the basis for the identified need.

Response:

2010-11 AYP data indicates that four of the district's five Title I schools are identified as schools in need of improvement.

3. Provide the anticipated goal/objective the LEA plans to accomplish to address this need. Each goal should be specific, measurable, achievable, realistic, and time limited (SMART). For example: By the end of 2011-2012 school year, there will be a decrease in the number of schools identified as in need of improvement.

Response:

By the end of 2011-2012 school year, there will be a decrease in the number of schools identified as in need of improvement.

4. Identify the Next Generation Areas of Focus and Race to the Top (RTTT) Goals that this Need will address. (Check all that apply.)

A. Next Generation Six Areas of Focus

- Strengthen foundation skills

- Improve quality of teaching in the education system
- Improve college and career readiness
- Expand opportunities for postsecondary degrees and certificates
- Improve K-12 educational choice options
- Align resources to strategic goals

B. Race-To-The-Top Goals

- Double the percentage of incoming high school freshmen who ultimately graduate from high school, go on to college, and achieve at least a year’s worth of college credit.
- Increase the percentage of students scoring at or above proficient on National Assessment of Educational Progress (NAEP) by 2015, to or beyond the performance levels of the highest-performing states (Massachusetts/Connecticut).
- Cut the achievement gap in half by 2015 on NAEP.

5. Describe the Activity (ies) that will be implemented to address the identified need(s).

- A. Describe the current capacity the LEA has in place to support schools in need of improvement, corrective action, or restructuring.

Response:

The LEA allocates additional resources to Title I schools identified as in need of improvement or corrective action. The LEA does not have any schools in restructuring.

- B. Describe the specific and differentiated support the LEA will provide for schools in need of improvement, corrective action, or restructuring using Title I, Part A funds.

Response:

Due to limited Title I Part A funding the LEA does not differentiated the level of support to "schools in need of improvement" but rather utilizes School Improvement 1003(a) funds to fund differentiated pay for teachers at the schools, after school and summer programs, staff development.

- C. If the LEA is in need of improvement or corrective action, describe the specific professional development activities to be provided that directly addresses the academic achievement problem(s) that caused the LEA to be identified.

Response:

Title I schools develop professional development activities specifically aligned with the content/subgroup that caused the school to enter school improvement therefore the activities and the frequency of the activities vary from site to site. However, all activities are based on best practices/research and are delivered on an ongoing basis. Frequency and duration will vary based on the specific need and schedule of each Title I school - Reading, Rtl, Writing, and Math coaches will provide professional

development in differentiated instruction from August 2010-June 2011 ?- Teachers and administrators will attend the following conferences to increase knowledge of best practices: ?--NCTM, FCTM and FDOE math workshops ?-- Model Schools ?--IRA, FRA, NCTE ?The following consultants will provide professional development in reading, writing and math in 2011-2012: ?Kathy Robinson - Reading/Writing Connections, School Improvement/Reform?Staff Development for Educators (SDE)- differentiated instruction ?Contracts for all PD have not been finalized but will occur throughout the 11-12 school year. ?

- D. Describe the specific professional development activities provided to teachers and principals supported with Title I, Part A in schools identified as in need of improvement, corrective action, or restructuring that directly address the academic achievement problem(s) that caused the school(s) to be identified.

Response:

Title I schools develop professional development activities specifically aligned with the content/subgroup that caused the school to enter school improvement therefore the activities and the frequency of the activities vary from site to site. However, all activities are based on best practices/research and are delivered on an ongoing basis.

- E. Provide a summary of the evidence-based research (including the citation) that supports the implementation of each activity.

Response:

The LEA Assistance and Improvement Plan is compiled based upon district and school common areas of need as identified by district data, needs assessments, and information from School Improvement Plans. Each school is required to address each subgroup of students focusing on subgroups that did not meet AYP proficiency targets in reading, mathematics, and/or writing in their School Improvement Plan. Each school must implement a process for monitoring student progress toward each goal. District data is reviewed by AYP subgroup, grade levels, and achievement level. This information is used to look for patterns of success/failure over time, identify specific areas of strengths/weaknesses, develop strategies to address needs, adjust instructional practices to provide appropriate intervention, determine staff development needs, and explore new instructional strategies and programs. All activities listed above are consistent with the LEA Assistance and Improvement Plan. Reading/Writing Connection – The foundation of this approach lies in the understanding that writing is a life-long process during which we continually lift the level of our writing skills and outgrow ourselves as writers. Students learn that all writing has essential traits to which they must attend when developing a piece (Spandel, 2001). Writers learn multiple ways to find topics they wish to write about. They learn to make purposeful decisions about the structure and organization of a piece. They learn a repertoire of methods for elaborating. They

learn to craft their pieces using literary language and devices, and to employ the conventions of written language (Anderson, 2005; Calkins, 1994; Elbow, 1989; Graves, 1994; Wood Ray, 1999). Integrated reading-writing instruction is based on the understanding of how the reading and writing processes are connected and how the roles of the reader and writer are interrelated. Student participation in activities that simultaneously promote the development of both reading and writing skills provides effective instruction and enhanced learning. For many years, reading and writing researchers (Trosky & Wood, 1982; Tierney, Soter, O'Flahavan, & McGinley, 1989; McGinley, 1992) have acknowledged the importance of the connection between the reading and writing processes. Teaching for Meaning: Studies conducted in high poverty areas show that teaching for meaning or inquiry based learning has positive effects on student learning including better initial learning, greater retention, and an increased likelihood that the ideas will be used in new situations (Grouws & Cebulla, 2000, p.13). "Students who develop conceptual understanding early perform best on procedural knowledge later." (Grouws & Cebulla, 2000, p. 15) Professional Development (Conferences): The study of teaching is greatly enhanced by informed and knowledgeable teachers who bring to the table new insights about teaching and learning and the way that others implement innovations. A broad perspective enhances their ability to interpret instructional scenarios and to make informed decisions about teaching modifications. Research shows that "a necessary condition for teacher change" is for them to be empowered with opportunities for responsibility, choice and authority (Placier & Hamilton, 1994). Teachers who attend conferences will have the responsibility and authority to provide their colleagues with insights gleaned from conference participation. Observation of Other Teachers: Observation of best practice of other teachers creates opportunities for teachers to engage in context-specific study of practice. This observation helps teachers to refine lessons and to spread best practices throughout the school (Barber & Mourshed, 2007).

F. Provide the frequency and duration of each activity.

Response:

Title I schools develop professional development activities specifically aligned with the content/subgroup that caused the school to enter school improvement therefore the activities and the Frequency of the activities vary from site to site. However, all activities are based on best practices/research and are delivered on an ongoing basis. For example, WriteMath staff development throughout the school year, typically October - May. Approximately 20 days of training per year. Dr. Syryka - Science consultant, provides targeted science and math PD to schools, throughout the year, approximately 10 days per year and during the summer.

6. Describe how the LEA will monitor the implementation of these activities.

Response:

The LEA will review professional development evaluations following each PD activity.

The LEA requires staff development activities to be reviewed and approved in advance. Each activity is reviewed by district staff to ensure alignment with each schools` SIP/DA Plan.

7. If other federal sources, besides Title I, Part A are being used to fund these strategies, describe the resources and how they will be coordinated.

Response:

District General Funds, School Improvement, Title II and Title III funds will be used for the professional development activities described above.

8. Describe the process the LEA will use to evaluate the effectiveness of the activities implemented to address this need.

Response:

Title I school administrators are responsible for monitoring the implementation of their Title I activities.

•A Title I Program administrator and other district staff (may include school improvement director, reading/math/science coordinator, data coordinator) meet at a minimum quarterly with each Title I School Principal during which implementation of Title I activities is reviewed and student achievement progress monitoring is considered.

• Reports will be generated using Performance Matters, the district's data software tool. Data will be reviewed, disaggregated and distributed to all school administrators.

Need 7

1. Need to be addressed: **Increase Graduation Rates**

Note: If the LEA only serves elementary and middle schools then the LEA should describe strategies that will be implemented to ensure students' preparation for transition to the next grade level (i.e. elementary to middle, middle to high, high to post-high school)

2. Provide the baseline data, the source of data, and the basis for the identified need.

Response:

NGA 2008-09 Indian River County Graduation Rate of 82.1% for all students, 86.9% for White students, 70.3% for Black students, 70.1% for Hispanic students, 88.2% for Asian students, 66.7% for American Indian and 72.7% for Multiracial students.

Provide the anticipated goal and objective the LEA plans to accomplish to address this need. Each goal should be specific, measurable, achievable, realistic, and time limited (SMART). For example: By the end of 2011-2012 school year, there will be a 5% increase in the percent of students that graduate with their cohort.

Response:

By the end of 2011-11, there will be a 5% increase in the percent of students that graduate with their cohort.

4. Describe the Activity (ies) that will be implemented to address the identified need(s)

- A. Describe the specific activities that will be implemented to address the identified need.

Response:

1) *Supplemental after school tutorial program that addresses reading and math and serves students in grades K-5. - Provide supplemental scientifically-based math and reading software for FCAT preparation for students in grades K-12. - Facilitate access to the after school programs for students in grades K-5 Supplemental Educational Services (SES) for eligible students attending Title I schools in need of improvement.* 2) *Supplemental Pre-K programs are provided to students residing in the Fellsmere Elementary school attendance zone. Fellsmere is the highest ranked poverty traditional school in the district. Research indicates that children who attend high quality early childhood programs are more likely to graduate and less likely to dropout.*

- B. Evidence based research that this strategy will be effective in addressing the identified need.

Response:

Tutorials and extend school year - Increased instructional time is supported in the research as an effective strategy that affords opportunity for intensive interventions for increased academic success (Brophy, 1988). - Scientifically-based supplemental reading software - Test Tools FCAT Simulation Software - School/ Parent Action/ Communication Plans - The research is overwhelming that when parents are involved in their children's education, student achievement increases (Bennett, 2004). REFERENCES: Bennett, E. (2004). Connecting families to schools: Why parents and community engagement improves school and student performance. The National Center for School and Communities, New York: Fordham University. Brophy, J.E. (1988). Educating teachers about managing classrooms and students. Teaching and Teacher Education, 4(1)3. Beane, J. & Brodhagen, B. (2001). Teaching in middle schools. In V. Richardson (Ed.), Handbook of Research on Teaching (pp. 1157-1174). Washington, D.C.: American Educational Research Association.

- C. Provide the frequency and duration of the activity.

Response:

After school tutoring one - two times weekly Sept. - May. Frequency and duration of SES varies by provider.

D. Identify the population each activity will target to address the identified need.

Response:

Targeted students attending Title I schools. Students who score Level 1 or 2 on the FCAT Reading/Math, students who have been retained, and students performing below grade level.

5. Describe how the LEA will monitor the implementation of these activities.

Response:

Title I site based administrators monitor academic progress at their schools. Title I District leadership staff review benchmark assessments via PM2 to ensure that targeted students are receiving appropriate interventions. School-based staff conduct weekly data analysis of Reading, Math and Science Benchmark assessment data, monitor progress, and distribute data to classroom teachers to provide activities that enhance student achievement. In addition, teachers inform parents of their students` academic performance reviews. Attendance records from tutoring. Pre/ Post assessments using Test Tools in after school tutorial program.

6. If other federal sources, besides Title I, Part A are being used to fund these strategies, describe the resources and how they will be coordinated.

Response:

Contingent upon availability, School Improvement funds 1000(a) funds will be used to support the after school tutorial programs.

7. Describe the process the LEA will use to evaluate the effectiveness of the activities implemented to address this need.

Response:

Academic progress monitoring occurs minimally three times per year. The Coordinator accesses FCAT Reading Benchmark assessment data, monitors progress, and distributes data to Migrant Teacher Advocates and tutors. Advocates work in concert with classroom teachers to provide activities that enhance student achievement. In addition, the secondary advocate monitors GPA and credit accural status to help inform academic performance reviews. Attendance records from tutoring. Pre/ Post assessments using Test Tools in after school tutorial program.

Need 8

1. Need to be addressed: **To purchase, upgrade, and/or replace technology**

The LEA does not intend to purchase, upgrade and/or replace technology.

Consultation with Private School Officials

To ensure timely and meaningful consultation, the local education agency shall consult with appropriate private school officials for the design and development of equitable services [NCLB: section 9501] for 2012-2013. Include the timeline and frequency of activities that outline the detailed plan of action for providing timely and meaningful

consultation, and equitable services to eligible children, teachers, and parents in private schools within the local education agency (ies') service area.

For details, refer to the US Department of Education's Non-Regulatory Guidance for Private Schools:

Title I, Part A: <http://www.ed.gov/programs/titleiparta/psguidance.doc>

Title IX – General Provisions: <http://www.ed.gov/policy/elsec/guid/equitableserguidance.doc>

Response:

A form letter and Non-Public School Intent to Participate in Selected Federal Programs (Title I Part A & C, Title II Part A & D, Title III, Title IV 21st, CCLC, ESE) survey are sent each year to all private schools, return receipt requested, notifying each school of the availability of federally funded programs for the upcoming year. The initial notification to private schools for the 2012-2013 school year, was mailed on February 8, 2011. All correspondence with private schools is sent return receipt requested to ensure that the private school officials are aware of the federal services available to non-public schools. A self-addressed envelope is included with the letter for the convenience of the private schools. A letter inviting the representatives of private schools to attend an informational meeting was mailed to private school representatives in March 11, 2011. A meeting was held on May 25, 2011 for private schools that indicated an interest in participating in federal programs. Federal program administrators or their representatives provided specific information on the federal programs, including:

- Determination of low-income families
- Identification of students needs
- Delivery of services
- Decisions regarding the services
- Conditions of the services
- Assessment of services
- Size/Scope of services
- Funding of the services
- Professional development services
- Parental involvement services
- Complaint Policy/Procedures

In addition to the topics listed above, private school officials are given an opportunity to ask questions and request additional information regarding services, and other benefits, supported through federal programs. Subsequent to the meeting, private school providers signed a written affirmation that they engaged in meaningful consultation and indicated their choice to either participate or decline participation in any of the federal programs. District representatives meet with appropriate private school officials throughout the school year. In addition, all required elements of Section 1120 are addressed during the consultation. District representatives meet with private school officials once a semester or upon request of the private school or the district, as needed.

The following topics are discussed during the ongoing consultation process:

How the LEA will identify the needs of eligible private school children;

What services the LEA will offer to eligible private school children;

How and when the LEA will make decisions about the delivery of services;

How, where and by whom the LEA will provide services to eligible private school children, including a thorough consideration and analysis of the views of the private school officials on the provision of services through a contract with a third-party provider;

How the LEA will assess academically the services to eligible private school children in accordance with Sec. 200.10 of the Title I regulations and how the LEA will use the results of that assessment to improve Title I instructional services.

The size and scope of the equitable services that the LEA will provide to eligible private school children and, consistent with Section 200.64, the proportion of funds that will be allocated to provide these services;

The method or sources of data that the LEA will use under Section 200.78 to determine the number of private school children from low-income families residing in participating public school attendance areas, including whether the LEA will extrapolate data, if a survey is used;

The equitable services the LEA will provide to teachers and families of participating private school children; and

If the LEA disagrees with the views of the private school officials on the provisions of services through a contract, the LEA must provide the private schools the reasons in writing why the LEA chooses not to use a contractor.

Policy of Title I equipment/property/materials purchased for use by eligible private school students.

We agree that timely and meaningful consultation occurred before the LEA made any decision that affected the participation of eligible private school children in all Title programs.

No private schools chose to participate in SDIRC federal programs. However, as required by FLDOE, attached is a sample "Services To Be Provided" contract/template for the 2012-2013 school year.

Uploaded File: [Click here to view the file](#)

Uploaded File: [Click here to view the file](#)

Uploaded File: [Click here to view the file](#)

Uploaded File: [Click here to view the file](#)

Uploaded File: [Click here to view the file](#)

Coordination of Federal Programs & Participation/Collaborative Partners

Programs:

If applicable, address coordination, integration, and collaboration with programs that are not identified in the Needs Assessment and Activities Section of this application.

Response:

Collaboration occurs between district, federal, ie. Title I Part C, Title II, Title III, Title IV, and IDEA, state, and local programs and services, including Head Start, Early Learning Coalition of Indian River County, and the Educational Foundation of Indian River County. Through regular meetings between district and federal program staff, including SAC, PTP-PTA, and MPAC meetings, services are integrated to target the identified areas of need for students, including migrant students as well as coordinate parental involvement activities across programs. School-based Title I staff work closely with all programs to eliminate duplication or fragmentation of services and enhance delivery of services. Numerous methods are used to ensure that coordination and integration of services occur between federal programs and other state and local educational programs at both the district and individual school levels. For example: District staff are represented on the Board of the Indian River Early Learning Coalition, the Substance Abuse Council of Indian River County, and the Health and Wellness Advisory Committee among others. LEA staff partner with the Substance Abuse Council to coordinate the implementation of Substance Abuse Council funded prevention programs(i.e PBS, ATOD) and activities at district schools. The district has a strong partnership with the Educational Foundation of Indian River County. The Educational Foundation collaborates with the district to support initiatives including teacher mini-grants, science fairs, town hall meetings, Title I Recognition Ceremony (Title I schools) shoe drives, health/wellness walks, and provide backpacks and school supplies for needy students.

Federal program administrators focus on needs identified through a needs assessment process and direct resources to best meet the needs and priorities of students. The overarching priority is increasing student achievement. All program activities are reviewed to ensure that all funded programs and training activities meet the NCLB guidelines for scientifically-based research. Federal program administrators and district review teams will meet on an ongoing basis to monitor program effectiveness and review implementation and planning. This collaboration has resulted in enhanced strategies for program planning, consistent program design, and fully aligned services. This collaboration provides the added benefit of maximizing funds without duplicating effort among programs. The primary goal of all federally funded programs is to enhance student achievement in the specific ways appropriate to each program. This will be accomplished through alignment of services to focus on academic improvement, effective professional development, improved communication and increased parental involvement. Whenever possible, these services are designed collaboratively to avoid placing additional burdens on school staff and to eliminate the possibility of presenting conflicting information or services. District and school staff meet regularly throughout the year to review program design and implementation and to assess the need for change. The district does not have any N & D facilities in the county.

Participation:

Describe how the LEA consulted with stakeholders in developing this application and how the LEA will provide ongoing consultation with the application participants throughout the project period.

Response:

Schools and district offices stay in regular touch with the agencies and business partners that support their programs. Business partners are represented on School Advisory Councils and various district planning committees. The Education Foundation of Indian River County and District Communications Office are instrumental in putting schools and district offices in touch with agencies and companies that can provide expertise and support. The Education Foundation of IRC, in particular, works to maintain ongoing relationships with local agencies, businesses and organizations and to connect them with appropriate district staff. The frequency of meetings with these support entities depends on the role they wish to play. Input from local agencies and organizations is sought whenever plans are being made that will benefit from their support and expertise or impact their stakeholders, as well as during implementation and evaluation of programs. The district communicates and receives technical assistance from the Florida Department of Education with the development of this application.

Collaborative Partners:

If applicable, identify federal(non-NCLB)/state/local collaborative partners; describe in a narrative, the type and benefit of the collaborative activities; include the type of program(s) and the primary target group(s); and how LEA ensures that all home-school communication is in the parents home language.

Collaborative Partners:

If applicable, identify federal (non-NCLB)/state/local collaborative partners and/or community organizations; describe the benefit of the collaborative activities, the type of program(s), and the primary target group(s).

Response:

The district receives support from a variety of governmental agencies, educational institutions, nonprofit groups, and community businesses. These collaborative partnerships are vital in planning, promoting and funding instructional activities and extracurricular opportunities. In addition, partners provide a wide range of research information, relevant field knowledge, and mentoring services which assist teachers and students in all educational aspects. Mentoring services are especially crucial for students in high-risk subgroups, such as racial minorities, migrants, SWD, homeless and ELL's.

For access to current information about government funding, program regulations and guidance, district staff relies on federal agencies, including the US Education Department, the Office of Management and Budget, and the Department of Agriculture, and their state counterparts. At the local and regional levels support is provided by entities such as the East Coast Technical Assistance Center, FASFEP, and FASA. These organizations assist by providing consultants, up-to-date information, coordination of multi-district initiatives, and assistance with implementation of specific activities such as leadership training. The FL Atlantic University and Indian River State College assist with professional development for district and school staff. And when appropriate, mentoring programs for at-risk students, meeting highly qualified teacher requirements, teacher recruitment, grant writing, and other activities upon request. Collaborative partners are also essential to the support of specific academic initiatives. For example, the district provides intensive, hands-on science experiences for students by grade level; sponsors include the St. Johns River Water Management District, Kennedy Space Center, FAU/Harbor Branch

Oceanographic Institution, NASA, Educational Foundation of Indian River County, Environmental Learning Center, Riverside Children's Theater. These research hands-on activities are especially beneficial to at-risk subgroups such as economically disadvantaged students, migrants, homeless students SWD and ELL's because it provides these students with rich learning opportunities that may not otherwise be available for them.

At both district and school levels local businesses such as Macy's, Scotts Sporting Goods, Space Coast Credit Union, Valic, Vero Beach Book Center, Sun Ag Inc., various printing companies, and retail stores provide support for mentoring programs for at-risk students, make financial contributions both directly and through in-kind services, and help promote school programs through direct participation by employees, marketing and providing incentives. For example, stores have provided door prizes for parent involvement meetings, prizes for student academic competitions, shoes for needy students, discount printing for school materials, and funds for purchasing instructional support materials in Title I schools. With these collaborative efforts it is hoped it will bring about an increase of student achievement. The district's ESOL program ensures that all home-school communication is in the parents home language. ESOL program staff provide technical assistance and training regarding the requirements of providing home-school information is in the parents home language prior to start of school. The ESOL department monitors the dissemination of home-school communication including newsletters, parent letters, parent guides, SPAR reports, FCAT information verifying that all home-school communication is in the parents home language, whenever feasible. In addition, district bilingual personnel are available to facilitate the home-school communication.

REPORTING REQUIREMENTS/ INFORMATION DISSEMINATION

NOTE: All reporting and information dissemination should be in an understandable and uniform format and, to the extent practicable, in a language the parents can understand. This requirement applies to each of the items listed in this section.

1. Reporting Student and Program Outcomes/Dissemination

A. Describe the methods and timelines the LEA utilizes to disseminate information about this application to the appropriate populations, and to report student and program outcomes to school staff, parents, and the community.

Response:

District offices and schools sites will coordinate strategies to keep parents apprised of their children's progress as well as programmatic changes and outcomes. Information, including but not limited to the Title I application, AYP, District Report Card and Differentiated Accountability status, SIIN school status, and School Improvement initiatives will be disseminated to public and private school parents and the community as appropriate through regular progress reports (at least twice per grading period, and more frequently if indicated by students' needs); school newsletters; district, school and student report cards; parent meetings; SAC meetings; electronic media; Press Journal newspaper; La Voz Spanish Newspaper and other forms of communication as appropriate. Parents of students receiving special services such as SES will receive reports of their children's progress in that area. All communications will be in a language and form parents can understand, including parents of ELL students. Information is also distributed through the district web site and television station. The means of communication listed ensure that stakeholders other than parents can keep up-to-date with outcomes and other information related to the program. The frequency of communication varies according to the urgency of the information being communicated, the intended audience, and the means of communication. For example, student progress reports go home twice each grading period or more frequently if needed, while FCAT scores are reported annually, the district web site is updated daily, and newspaper reports can be run on short notice at any time that information needs to be disseminated to the entire community. When information requires significant explanation, such as state budget cuts, the district schedules meetings for all stakeholders in all parts of the district. Face-to-face communication, with translation assistance if needed, helps ensure understanding among parents who are not fully literate in any language.

B. Describe the process the LEA will use to ensure the accuracy of the data reported via the student and/or staff data reporting system. Include the process for reporting services provided for students attending private schools and N&D facilities; highly qualified teachers and paraprofessionals; and any program that coordinates and integrates services with Title I, Part A (homeless, migrant, and targeted assistance programs).

Response:

The LEA's Curriculum and Instruction Department, Human Resources and Staff Development Offices collaborate with the district's IS department to review all student/staff data to ensure accuracy. The district has multiple safe guards and quality control systems in place to facilitate the collection and transmission of accurate and reliable data. No private schools elected to participate in federal programs this year. The LEA does not have N&D facilities located within the county. Federal program staff meet on a regular basis to coordinate services for targeted students, maximize delivery of services, and prevent duplication of services.

2. Parents Notification Requirements

The "[Parents Right-To-Know](#)" provisions under Section 1111(h)(6)(A) of NCLB state that at the start of each school year (in a timely manner), an LEA that receives Title I, Part A funds must inform/notify parents of each student attending a Title I school that they have the right to request info about their child's classroom teacher and, if applicable, the services provided by their paraprofessionals, as well as the paraprofessionals' qualifications. The LEA should include the method for which this information will be provided. A. Describe the process and method used to ensure LEA and schools compliance with the "Parents Right-To-Know" requirements. Include date of dissemination.

Response:

Procedure for: Parents "Right to Know" notifications under section 1111 of NCLB Timeline: HQT/Parapro notification - within first 45 school days & four-week letter - ASAP Staff involved: Title I director, Project Specialist, Parent Specialist, Title I Resource Teacher, principal and other School Staff & District Human Resources Staff • The Title I director, Project Specialist, Parent Specialist Resource Teacher provides school staff with information regarding procedures, requirements and sample "Right to Know" notifications/letters annually through meetings and/or email. • Schools send a letter to families at the beginning of the school year and/or print a letter/notice in school newsletters (if they use that as a main vehicle to communicate with parents) to inform them of their right to request information about the professional qualifications of their child's teacher(s) and paraprofessional(s). The information is also included in the district's Parent Guide that is provided to every parent upon enrollment. • Teacher and paraprofessional information sheets (provided by the Office of Title I) are to be completed by every member of the staff and kept on file in a notebook in the front office, available for review upon request. • The information that schools must provide upon request, at a minimum, includes the following: Whether the teacher is certified in the grade levels and subject areas he teaches; Whether the teacher is teaching under an emergency or provisional certificate through which licensing criteria have been waived; The bachelor's degree major of the teacher, and any other graduate degree or certification the teacher may hold, and the field of discipline of that degree or certification; Whether the student is provided services by professionals and, if so, their qualifications. • Principals of each Title I school sign an annual Attestation stating the percentage of teachers and paraprofessionals that are highly qualified and send it

to the Office of Title I to be kept on file. • Schools must also provide information to each parent on student's level of achievement on state academic assessments. Since the individual student score reports often arrive over summer break, parents are notified by our ConnectED (automatic parent phone notification) system and may pick them up at the school. Those that have not been picked up over the summer are distributed at the beginning of the new school year. • In addition, schools must provide timely notice if students have been assigned or are taught for four or more consecutive weeks by a teacher of a core academic subject who is not highly qualified. The Office of Title I provide sample letters and phrases in multiple languages that can be adapted to meet the specific needs of a situation. • Schools send the four-week letters home to parents of as soon as they are aware that a class will be taught by a non highly qualified teacher for four or more consecutive weeks and copies are kept on file at the school as well as sent to the Office of Title I. • It is not the policy of School District of Indian River County to hire teachers who are not highly qualified. However in the event that a teacher must teach a class for which he is not HQ, he must complete an Individual Teacher Assistance Plan (ITAP) which provides a specific timeline for them to become highly qualified. The district also provides reimbursement for fees if teachers pass exams and offers other assistance to ensure that necessary coursework or certification requirements are completed as quickly as possible. • The "Right to Know" procedures are also monitored by the Title I director, Project Specialist, Parent Specialist, and Resource Teacher on the District Family Involvement Checklist, updated and submitted three times a year by schools. The LEA will ensure that the results from the academic assessments required under section 1111(b)(3) will be provided to parents and teachers as soon as is practicably possible after the test is taken, in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand. Disseminating information may be done via U.S. mail, e-mail, staff meetings, data meetings with teachers, during meetings with parents, or may be sent via backpack.

Section 1111(h)(6) (B) of NCLB further requires that, when a child is taught for 4 or more consecutive weeks by a teacher who is not highly qualified, LEAs must provide written notification to each parent in a timely manner. This notification should be timely and in letter form on LEA or school letterhead. Newsletters are not always timely and bring about providing information about a teacher's qualification for a specific classroom or grade that does not affect all parents. Notification may be disseminated via student backpack, U.S. mail, and meeting with parents.

Uploaded Files:

"Parent's Right to Know" notifications:	Previously Uploaded Sample Copies
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Uploaded Sample Copy of 4-week Notification Letter:	Previously Uploaded Sample Copies
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Support for Eligible Students in Private Schools -

Not Applicable

Explain: All private schools in the LEA opted not to participate in Title I Part A.
--

DESCRIPTION OF LEA ACTIVITIES TO SUPPORT REQUIRED SET-ASIDES

A. Highly Qualified Teachers:

Purpose: To ensure all teachers in Title I schools are highly qualified.

Check here if all teachers of “core academic subjects” in non-Title I and Title I schools in the district meet the highly-qualified requirements in accordance with NCLB and FDOE requirements. If checked, FDOE will verify numbers submitted via the FDOE Automated Teacher Database.

Required Set-Aside: Five percent (5%) of the LEA’s Title I Allocation unless lesser amount is needed. **\$ 175,637.30**

Minimum Amount for Equitable Services to Private School Teachers **\$ 0.00**

B. Parental Involvement Calculation:

Purpose: To ensure that parental involvement activities are implemented as required in Section 1118 of ESES.

REQUIRED set-side* - 1% of the LEA's Title I Allocation:	\$ 35,127.46
Additional set-aside over and above the required 1%	\$0.00
Total Amount LEA Will Set-aside for Parental Involvement Activities	\$ 35,127.46
Minimum Amount for Equitable Services to Private School Parents	\$ 0.00
Balance after reservation of funds for Private School Parents	\$ 35,127.46
Indicate the amount to be allocated (dollar amount) to public schools for parent involvement (minimum of 95% is required)	\$ 35,127.46
If applicable, Balance to be used for LEA-level Parental Involvement Activities	\$ 0.00

C. Homeless Set-Aside:

An LEA shall reserve such funds as are necessary under this part to provide services comparable to those provided to children in schools funded under this part to serve homeless children who do not attend participating schools, including providing educationally related support services to children in shelters and other locations where children may live. [Section 1113(c)(3)(A) of NCLB]

Required Set-Aside: **\$ 105,000.00**

D. Neglected and Delinquent Set-Aside:

An LEA shall reserve such funds as are necessary under this part to provide services comparable to those provided to children in schools funded under this part to serve children in local institutions for neglected children; and if appropriate, children in local institutions for

delinquent children, and neglected or delinquent children in community day school programs. Section 1113(c)(3)(B)(C)

Required Set-Aside: \$ 1,000.00

E. LEA-Wide Activities:

Please provide the amount that your LEA will use for LEA-wide instructional activities. (Note: Do not include expenditures for preschool programs)

Set-Aside Amount, If Applicable: \$ 0.00

Minimum Amount for Equitable Services to Private Schools: \$ 0.00

Set-Aside Total \$ 0.00

F. Ten percent (10%) Set-Aside for Professional Development

High-Quality Professional Development for LEAs Identified as “In Need of Improvement.” Note: Each school receiving Title I, Part A funds that has been designated as “in need of improvement” is required to spend an amount equal to ten-percent (10%) to provide high-quality professional development activities in accordance with P.L. 107-110, Section 1116 and 9101(34).

Ten percent (10%) set-aside for Professional Development: \$ 351,274.60

Amount LEA will set-aside for Professional Development: \$ 351,274.60

EARLY CHILDHOOD COMPONENT

1. Describe the early childhood education services to be provided under this application.

Response:

Title I Part A funds provide supplemental support two pre-k units at the district's highest-need elementary school. Certified teachers and bilingual assistants provide supplemental services during the extended afternoon hours. Many of the students come from homes where English is not the first language. The goal of the Title I Pre-k program is to provide students with the readiness skills they will need when they enter kindergarten. The students participate in the district's VPK program during the morning hours. In addition, Title I Part A funds a portion of the salary and benefits of the Early Readiness Coordinator who oversees the Title I and VPK Pre-k programs.

2. Describe how the LEA will coordinate Title I preschool with other preschool programs providing educational services in the LEA.

Response:

The School District has a Early Childhood Coordinator who administers VPK (state funded) programs throughout the county. These programs serve three and four year olds and are offered to both disadvantaged and non-disadvantaged children. The Early Childhood Coordinator's responsibilities include the direct oversight of all pre-k programs, including the Title I funded program. The coordinator visits the pre-k sites on a regular basis to conduct classroom walk-throughs and ensure that programs are being implemented according to state requirements, including the administration of appropriate assessments. The site-based administrator ensures that the instructional strategies are reflected in the teachers' lesson plans.

3. Describe how the LEA will ensure on-going progress monitoring measures will align with VPK Education Standards, are administered multiple times throughout the program, and provide data to inform instructional focus and strategies for use by the classroom teacher.

Response:

The School District has a Early Childhood Coordinator who administers VPK (state funded) programs throughout the county. These programs serve three and four year olds and are offered to both disadvantaged and non-disadvantaged children. The Early Childhood Coordinator's responsibilities include the direct oversight of all pre-k programs, including the Title I funded program. The coordinator visits the pre-k sites on a regular basis to conduct classroom walk-throughs and ensure that programs are being implemented according to state requirements, including the administration of appropriate assessments. The site-based administrator ensures that the instructional strategies are reflected in the teachers' lesson plans.

4. Describe how the LEA will assist parents in effectively transitioning their preschool children to kindergarten.

Response:

All district schools provide Pre-k to K transition programs. Preschool school-based program students are familiarized with elementary school by being immersed in the educational environment. Pre-school students participate in many of the same activities as those students in K - 5th Grade. They play on the same playgrounds, eat in the same cafeteria, parents attend parent/teacher conferences and any other activity throughout the school year. Students who are enrolled in our Pre-K program experience a smooth and successful transition into Kindergarten. In addition, district elementary schools participate in a Kindergarten Round-Up Parent night where parents and students come to talk with teachers and administrators prior to the beginning of the school year on policies and procedures in the Kindergarten Classes.

Title I Preschool Blended with:	Number of Site/s	Full-Day (if yes, how many hours per day are funded with Title I?)		Number of children served with Title I		Curriculum Used Note: List All Samples from http://www.fldoe.org/earlylearning/curric.Asp	Qualifications of Instructors Note: List All		Funding LEA anticipates to set aside
		Yes	No	Age 3	Age 4		teachers	paras	
Voluntary PreKindergarten (VPK)	1	3.00		0.00	36.00	High Scope & Creative	Must meet NCLB Highly Qualified requirements	Must meet NCLB Highly Qualified requirements	100000.00
Describe the formative and summative assessments that will be used Brigance ECHOS™: FAIR: Probability of Reading Success:									
Professional Development to be provided Teachers and paraprofessionals receive on-going professional development through district and site-based professional development activities.									
Parental Involvement Activities Fellsmere Elementary School operates as a school-wide program and therefore parents of pre-k students participate in the regular and on-going parent involvement activities.									
Totals				0	36				

SECTION 2141

Pursuant to section 2141 of Public Law 107-110, LEAs that have failed to make AYP for three consecutive years and have failed for three years to make progress toward meeting annual measurable objectives (please refer to <http://www.fldoe.org/profdev/pdf/Sanctions2010-11.pdf> for those affected LEAs) of all teachers being highly qualified must not use funds received under Part A of Title I to hire any paraprofessional unless the new paraprofessional is highly qualified and at least one (1) of the following conditions exists:

- the LEA can demonstrate that the hiring is to fill a vacancy created by the departure of another paraprofessional funded under Title I;
- the LEA can demonstrate that a significant influx of population has substantially increased student enrollment;
- the LEA can demonstrate that there is an increased need for translators; or
- the LEA can demonstrate that there is an increased need for assistance with parental involvement activities.

Will the LEA be using Title I funds to hire new paraprofessionals for the 2011-2012 school year?

Response: No

Complete this section only if you answered YES to the above question.

If the LEA will be using Title I funds to hire new paraprofessionals for the 2011-2012 school year, please provide the justification(s), pursuant to section 2141, from the following:

- The LEA can demonstrate that the hiring is to fill a vacancy created by the departure of another paraprofessional funded under Title I;
- The LEA can demonstrate that a significant influx of population has substantially increased student enrollment;
- The LEA can demonstrate that there is an increased need for translators; or
- The LEA can demonstrate that there is an increased need for assistance with parental involvement activities.

General Education Provisions Act

In accordance with the requirements of Section 427 of the General Education Provisions Act (GEPA) Public Law 103-382, each applicant must ensure equitable access to, and participation in, its program for students, teachers, and other program beneficiaries with special needs. For details refer to URL:

<http://www.ed.gov/fund/grant/apply/appforms/gepa427.pdf>

FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION		TAPS: 1. 12A048	
Please return to: Florida Department of Education Office of Grants Management Room 332, Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	A) Name and Address of Eligible Applicant: Indian River County District School Board 1990 25TH ST VERO BEACH, FL 32960	DOE USE ONLY Date Received	
B) Applicant Contact Information			
Contact Name: Alice Blanco		Telephone Number: 772-564-3093 Ext:	
Mailing Address: 1990 25th Street Vero Beach, FL		Fax Number: 772-564-3077	
E-mail Address: alice.blanco@indianriverschools.org			
Programs			
C) Program Name:	Project Number: (DOE Assigned):	D) Total Funds Requested:	Total Approved Funds (DOE USE ONLY):
1. Title I, Part A: School Choice with Transportation & SES 2011-2012	310-2222A-2CB01	\$701,562.00	
CERTIFICATION			
I, <u>Frances J. Adams</u> do hereby certify that all facts, figures, and representations made in this application are true, correct, and consistent with the statement of general assurances and specific programmatic assurances for this project. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited. Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.			
E) _____ Signature of Agency Head			

DOE 100



Dr. Eric J. Smith, Commissioner

Indian River County District School Board

NCLB Public School Choice Options - Section 1

20% of the Total LEA Title I, Part A Allocation: \$ 702,549.00

NCLB Public School Choice funding option your district is using:

Only Title I Funds

NCLB Public School Choice Options Funded Only by Title I Funds

Total combined funds allocated via (3), (7) and (9) must be equal to (5). Please fill in the amounts that the LEA will use to provide public school choice (PSC/SES).

	(1) 20% of Total LEA Title I Allocation	(2) Maximum Amount Available for Outreach 1% of (1)	(3) LEA Input for Outreach (n<=1%)	(4) LEA Input for Estimated Roll Forward (See DOE100A section C)	(5) Total Amount used for SES/PSC (1)+(4)	(6) Required Amount for PSC (5%)	(7) LEA Input for PSC	(8) Required Amount for SES (5%)	(9) LEA Input for SES
Title I Funds	702,549	7,025	7,016.00	0.00	702,549	175,637	350,782.00	175,637	343,764.00

NCLB Public School Choice Options - Section 2

Notification to Parents Regarding Supplemental Educational Services (SES), Public School Choice (PSC), and the School Status

Application Regarding Parent Notification

- Regular Post-AYP Parent Notification of NCLB School Choice Options (for LEAs not participating in Early Parent Notification)

1. Outline the specific process that the LEA will use to notify the parents of all eligible students, in an understandable language, of the availability of SES and how the LEA will ensure that the SES notification is clearly distinguishable from other information regarding school improvement. (Clearly distinguishable does not mean separate notice.)

Response: *1. In June of each year, the LEA mails pre-AYP letters to parents of students attending Title I schools identified as in need of improvement. The pre-AYP letter informs notifies parents of the availability of Choice with Transportation and Supplemental Educational Services. By mid-July (after AYP results are announced) the LEA will mail, via the U.S. postal service, the notification to parents of each student enrolled. Notification will occur at least 14 days prior to the start of the 2011-12 school year. The notification will include the following: • the school's status and what the identification means • how the school compares in terms of academic achievement to other public schools in the surrounding area • the distance from the zone school to the Choice school•the reason(s) for the identification • what the LEA is doing to address the academic problem(s) and how parents can help • options for public school choice, including transferring back to their zoned school and supplemental educational services (SES), as applicable. Parent notification letters will be in a uniform format and in a language the parents can understand. The LEA will include phone numbers, fax numbers, and alternate options for communicating with the LEA in the parent notification letter. Initial letters will be sent to homes via US mail within ten school days upon the district's receipt of the AYP status. Parents will have sufficient time, as per NCLB requirements, to consider transfer to a public school not in need of improvement. Information regarding NCLB choice options will be available on the district's web page and will also be posted at each school in the form of a flyer. Public announcements will also be publicized in the local newspaper. The LEA's Web site www.indianriverschools.org lists the following: Beginning with data from 2007-2008 school year and each subsequent year thereafter: Number of LEA students eligible for CWT Beginning with data from 2007-2008 school year and each subsequent year thereafter: Number of LEA students participating in CWT and provide a listing of the available receiver schools*

2. Include timelines for notifying all eligible families, in a clear and concise manner, of SES both prior to and after the start of the school year.

Response: *Prior to and after the start of school, parents of students eligible for free or reduced lunch will receive written notification via US mail of the opportunity to receive free tutoring from a state-approved SES provider. As shown in the attachments to the CWT section of this application, parents receive preliminary information about the availability of SES at the same time they receive CWT information, beginning in late June or upon the release of AYP. In late July, after the release of AYP results, the district mails a copy of the entire SES packet to the parents of every eligible student. This packet contains an explanation of the service and of student eligibility, a list of all SES providers, the complete information about each provider furnished by DOE (one page for each provider), additional information about provider fairs, and the application form for SES. Packets are also available at each SES school before during and after school registration. Each school conducts their own provider fairs for parents. Parents who did not attend one of the district fairs are contacted via letters and telephone. Information about SES is also available to parents through the district web site and local media, or by calling the school office or district Title I office. Parent letters will include: • a list of state-approved providers serving the LEA with the contact information • a brief description of services and staff qualifications • an offer to assist parents in choosing a provider • the procedures and timelines for selection that parents must follow in selecting a provider with the enrollment forms • timelines for the commencement of services. Parents will also be notified through school newsletters, announcements, provider fairs, parent meetings, and School Advisory Council meetings. Parents are given multiple opportunities to select an SES provider and have a minimum of 30 days to select a provider during the first enrollment period. Enrollment forms may be returned to school staff at the provider fairs, faxed or emailed directly to the Title I office or*

delivered by parents or students to classroom teachers. The directory of available SES providers will be maintained in the office and each classroom. The directory will also be distributed to parents during the SES fairs. The initial due date for returning the completed form indicating whether or not the parent wishes to participate is September 2011. Each school has a site based SES facilitator who assists each school monitor the return of provider selection forms and works to ensure that every eligible student has been offered the opportunity to register for SES, that all forms have been returned indicating acceptance or rejection of the services, and that parents have received assistance as needed in the process of selecting a provider. Enrollment remains open throughout the school year until funds are exhausted or providers have reached capacity. By the time the selection forms are returned, the district has already met with providers (August) to provide information, answer questions, and facilitate the process of finalizing contracts so that services can begin as early as possible but no later than October 15th. Enrollment will continue until a majority of eligible students have either selected or rejected services or the LEA has expended all available funds. Should the demand for services exceed the available funds, which has never occurred, the district would prioritize student applicants using the same priorities described in the CWT portion of this application. If the State reopens the application window for SES providers, the district distributes information about new providers to all SES schools, and it is included in the SES packets from that point forward. Should the SES participation rate be below projection based on the amount of the set-aside, the district will collaborate with local community agencies to recruit additional students for the SES program. The LEA's Web site www.indianriverschools.org lists the following: Beginning with data from 2007-2008 school year and each subsequent year thereafter: Number of LEA students eligible for SES. Beginning with data from 2007-2008 school year and each subsequent year thereafter: Number of LEA students participating in SES. The Web site will also list the 2011-12 SES providers approved to serve the LEA and location where services are provided.

3. Include a clear description of the process and procedure established to enable parents to communicate their choice (at least two weeks).

Response: *Choice notification letters are sent to parents via the US Mail immediately upon the release of AYP. Parents are provided multiple ways to communicate their choice including mail, fax, personal delivery to either the school site or the district office. Choice Transfer Forms are also available at the Title I Schools "in need of improvement" and at the LEAs central registration office. Parents are given at least two weeks to communicate their choice. In addition, parents new to the district who live in an attendance zone of a Title I school "in need of improvement", are informed of the opportunity to select Choice. Parents of students who enroll after the start of the school year, (living in a Title I school attendance zone) will be offered the opportunity to choose Choice with Transportation. Notification occurs in a timely fashion as described in response to question number 1. The Choice with Transportation window will remain open (for students new to the district) through the end of the first semester.*

4. Describe how the LEA will streamline the parent enrollment and provider selection process for SES to enable students to begin receiving services by October 15.

Response: *4. During the first week of school, a flyer is sent home with all eligible students. Provider Fairs are advertised and held during the first weeks of school so parents can meet with providers before making their selection. For the first round of services, selection forms are due by the deadline stated on the form (2-4 weeks after notification) to ensure that tutoring begins October 15, 2011. On-site SES facilitators are located at each school to assist parents with this process. In addition, bilingual staff are available to assist families who are English language learners.*

5. Describe how the LEA will make SES enrollment forms/applications widely available to the parents of eligible students and providers.

Response: *Parents can pick up an application at any participating school, attendance office or the Title I office. The SES enrollment forms are prominently displaced at these sites. If a parent has access to the Internet, they are able to download an application from the district's website.*

6. Describe the process for notifying parents of any subsequent enrollment periods, in case funds remain after the first enrollment period.

Response: *As funding permits, flyers are sent home with those eligible students that have not participated up*

until that point, with those most at-risk prioritized.

7. Provide a clear description of the process and procedure established to prioritize SES if demand exceeds funds.

Response: *If demand exceeds funds the district will prioritize students that will be eligible for the services. Students who are on free/reduced lunch and meet the following criteria in the order listed below: Grades 3–6 FCAT Reading/Math Level 1, Grade 3 Mandatory retentions, Grades 3–6 FCAT Reading/Math Level 2, Grades K – 2 Retained.*

8. Address any additional communications to parents related to SES.

Response: *In an effort to maximize SES participation, site-based SES facilitators communicate with parents both directly (face-to-face) or via telephone. SES facilitators are available to explain the SES program and to ensure parents are fully informed of how SES can assist their child(ren).*

9. Outline a specific process that the LEA will use to notify parents at an appropriate and reasonable time of their options pursuant to NCLB Public School Choice Options (Parents must be notified no later than 14 calendar days prior to the start of school).

Response: *PTA meetings, SAC/PAC meetings, District website, Title I school newsletters, and the district's notification system ConnectEd.*

10. Provide a clear description of the process and procedure established to enable parents to communicate their options for public school choice (at least two weeks).

Response: *The No Child Left Behind Act (NCLB) requires that all schools meet Adequate Yearly Progress (AYP) based on the academic performance of all students. A Title I school that does not meet AYP for two years in a row is identified as a "School In Need of Improvement" (SINI). Once a school is designated as a school in need of improvement and has not met AYP for four years in a row, parents are given the option to transfer their child to another school in the district. Once AYP results are available, the District sends letters via US mail a minimum of two weeks prior to the start of school (July 20, 2011) to each parent of a student in a SINI school explaining the school's status, the various options that are available, and the procedure for transferring to a school. A Public School Choice letter is generated for every parent that chooses the PSC option that includes the following information: Current School/Transfer School, Verification of address, date of a follow up call from the Title I office, date approval form is vetted and sent to parent, date email is sent to transportation and principals of both schools involved and a date that the transfer was verified.*

11. Provide a clear description of the process and procedure established to prioritize public school choice if demand exceeds funds.

Response: *The demand for public school choice has never exceeded the funds available. However, if demand should exceed the funds available, the LEA will follow the the same prioritization plan for PSC as SES which is: If demand exceeds funds the district will prioritize students that will be eligible for the services. Students who are on free/reduced lunch and meet the following criteria in the order listed below: Grades 3–6 FCAT Reading/Math Level 1, Grade 3 Mandatory retentions, Grades 3–6 FCAT Reading/Math Level 2, Grades K – 2 Retained.*

12. Provide the direct link to the LEA's website listing the number of students eligible for and participating in SES beginning with the 2007-2008 school year.

Response: *www.indianriverschools.org*

13. Provide the direct link to the LEA's website listing the number of students eligible for and participating in PSC beginning with the 2007-2008 school year.

Response: *www.indianriverschools.org*

14. Provide the direct link to the LEAs website listing of the 2011-2012 SES Providers approved to serve the LEA and location where services are provided.

Response: www.indianriverschools.org

15. Provide the direct link to the LEA's website listing the eligible receiver schools for the 2011-2012 school year.

Response: www.indianriverschools.org

LEAs are required to upload documents listed below

SINI Status (Please check all that apply):

- SINI 1 School(s) in LEA
- SINI 2+ School(s) in the LEA

LEAs are required to upload documents listed below

2011-2012 SES Parent Notification Letter (required)

File 1: [SchoolChoice_File1.doc](#)

2011-2012 SES Provider Directory (required)

File 2: [SchoolChoice_File2.doc](#)

2011-2012 SES Enrollment Form (required)

File 3: [SchoolChoice_File3.doc](#)

Samples of Other Communications Related to SES (optional)

File 4:

2011-2012 Post-AYP Parent Notification Letter (required)

File 5: [SchoolChoice_File5.doc](#)

2011-2012 Choice Enrollment Form (required)

File 6: [SchoolChoice_File6.doc](#)

LEA/Provider Contract and SLP - Section 3

1. Describe the process for the development and implementation of the contract.

Response: *The agreement (contract) between the Indian River County Schools and each state-approved SES has been developed by the Director of Title I and reviewed by the Human Resources/District's Risk Management Department. In June, the agreement is presented to the school board for approval. By mid-July, each State-approved provider is invited to submit a letter of intent to indicate their intention of providing services in the District if selected by the parents. Each provider who submits a letter of intent is given the agreement and asked to submit the completed and signed document within 15 days. The signed agreements are then presented to the School Board for their approval and signatures of the Board Chair and the Superintendent. The contract follows the sample template provided by the FDOE in the SES Toolkit provided to LEAs, and addresses the following:*

- address the development and implementation of the Student Learning Plan (SLP) that includes specific student achievement goals, how each student's progress will be measured, timetable for improving achievement, and for students with disabilities, consistency with individualized education program. As per F.S. Sec. 1008.3331(2)(a), the contract specifies that SES providers are required to provide services by October 15th.*
- describe how provider will regularly inform each student's parent(s) and teacher(s) of student's progress*
- provide for termination of agreement if provider is unable to meet goals and timetables*
- contain provisions for payments to provider by the LEA*
- prohibit provider from disclosing any student identifiable information*
- ensure that services will be provided consistent with applicable health, safety, and civil rights laws.*

Progress Reporting: Providers must notify parents of their child's progress a minimum of once per month and submit documentation to the Title I Coordinator and classroom teacher as part of the invoicing procedures that this notification has occurred. Monitoring: The SES Coordinator or Title I Coordinator will monitor each Provider on a monthly basis or as needed to ensure that all providers are meeting the requirements as stated in the contract. The LEA will work with the SES Provider to ensure compliance with all contractual obligations. The LEA will report the inadequacies to the SEA if determined there are any present. Providers will receive written reminders if they fail to inform parents and teachers of attendance issues or fail to inform parents and teachers of student progress. Confidentiality: Providers are subject to all School District obligations relating to compliance with student records and confidentiality laws. The provider will agree to comply with FERPA and all State and Federal laws relating to the confidentiality of student records. Student records are to be kept in a secure location preventing access by unauthorized individuals. Providers must maintain an access log to be completed by anyone who views these records. Use of Facilities: Providers can utilize the school facilities on the same basis as other community organizations, agencies, or institutions already utilizing school facilities and in accordance with fees established by School Board policy. A provider who desires to use the school facilities must be a "not for profit" organization and must make a separate application for use of facilities through the Facilities Usage Procedures, which outlines a facilities user fee, which is the sole responsibility of the Provider, and is at the discretion of the site-based administrator. Payment and termination clauses are also included in the contract. This provision is discussed with all SES providers at the first provider meeting and included with the contract materials. Background Checks: Background checks and fingerprints for all provider employees are monitored by the LEA. Providers are notified regarding the Jessica Lunsford Act provisions. They are instructed to contact the LEA and make an appointment to be fingerprinted. If an employee has been screened by another county in Florida that has a Memorandum of Understanding with the School Board, the School Board will accept screening and clearance. After fingerprints have been cleared, photo identification will be required at before being allowed on school grounds. (The 2011-12 SES contract is undergoing revision at this time and is therefore not attached in this application)

2. Describe timelines and the process of the development and implementation of the SLP (including the development of specific and measurable goals).

Response: *The procedure for completing SLP's is as follows. Immediately after AYP standing has been determined for the LEA by FDOE, schools are notified of their requirement to provide SES at their schools. Each SINI school that is required to offer SES services posts a position for an SES facilitator who is responsible for addressing SES issues and responsibilities at the school site. Bilingual parent liaisons assist the SES facilitator by communicating with Spanish speaking parents. After the last provider fair is held, school facilitators are given the names of the students and the providers they have chosen. Facilitators provide*

timeframes for the providers to schedule meetings with parents to develop the SLP's. SLP meetings are arranged from September 12th to October 14th. The School District of Indian River County SES contract requires that the provider, school facilitator and a parent/s or guardian attend the meeting for developing the contract. In the event that a parent, provider, and/or district representative is unable to attend a meeting; another meeting will be rescheduled. All meetings are completed by the end of the first week in October to ensure that tutoring begins by October 15th. Students' skill gaps are identified using LEA student achievement data and PROVIDER pretest data . The PROVIDER receives the student achievement data with the list of students that have chosen them to provide services via email. Progress monitoring and SLP's are reviewed monthly when the LEA receives attendance and progress monitoring forms with the PROVIDER's invoice. The SLP agreement includes: A statement of specific achievement goals and objectives for the student that address specific skill gaps, A statement of how the student's progress will be measured, A timetable for improving achievement, A statement of how the student's parents will be regularly informed of progress, An indication of the number of sessions to be provided, A statement of where the services will be provided, and a total cost of the services to be provided.

3. Provide the LEA's timelines, due dates, and procedures for ensuring students will begin receiving SES by October 15th.

Response: *Prior to the start of school (August 23), parents are sent a letter that describes SES services that includes timelines and provider fair dates. A guide with SES provider information, and a selection form is included in that mailing. During the first week of school (August 23), another SES letter is sent to parents of students that are on free and/or reduced lunch that again explains SES services and how they can access them. During this first round, parents are asked to choose a provider by September 14, 2011, however, enrollment is open all year. After the last provider fair is held, school facilitators are given the names of the students and the providers they have chosen and they provide timeframes for the providers to schedule meetings with parents to develop the SLP's. SLP meetings are arranged from September 14th to October 12th.*

4. Describe the contractual requirements that ensure SES providers inform each student's parent(s) and teacher(s) of the student's progress.

Response: *A provision is included in the contract that states that providers will inform parents and the district of the student's progress on a monthly basis using the district progress monitoring form. These forms are submitted with the monthly invoices that are sent to the district.*

5. Describe the process for implementing a fair and uniform policy for prioritizing the use of school facilities, allowing SES providers access to school facilities in the same manner as other organizations, and for charging reasonable facility rental fees.

Response: *School Board policy only allows not for profit companies to utilize district facilities. Information regarding renting facilities is included in the mandatory meeting agenda. Information regarding district facilities policy may be found on the district's website .*

6. Describe how the contract will contain a provision that prohibits a provider from disclosing any student identifiable information.

Response: *Confidentiality of student records is explicitly described in the current contract. The contract contains a provision that prohibits a provider from disclosing any student identifiable information.*

7. Describe the process for making student performance data available to providers.

Response: *Students' skill gaps are identified using LEA student achievement data and PROVIDER pretest data. The PROVIDER receives the student achievement data with the list of students that have chosen them to provide services via email from each school facilitator. Additional student achievement data is available for review at the SLP meeting.*

8. Describe the process for documenting consultation between the LEA, SES provider, and parent if all three parties can not meet face to face to develop and sign the SLPs. (Note: An LEA's requirement to obtain a parent's signature on the SLP may not delay services to eligible students.)

Response: *n the event that a parent, provider, and/or district representative is unable to attend a meeting;*

another meeting is rescheduled. Services may not begin until the documentation of consultation with the parent has been received. Every effort is made to accommodate parents and providers so that a face to face meeting can occur that include flexible hours and locations for meeting. In the rare instance where this is not possible the provider and the facilitator may meet to develop the SLP and the provider is required to get documentation of parent consultation.

Upload the following 2011-2012 Contract and SLP requirements:

District/Provider Contract (required)

File 1: [LeaContractFile1.doc](#)

Student Learning Plan (SLP) (required)

File 2: [LeaContractFile2.doc](#)

Resources:

See Office of Public School Options' website at: <http://www.fldoe.org/flbpso/>

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FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION		TAPS: 1. 12A052	
Please return to: Florida Department of Education Office of Grants Management Room 332, Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	A) Name and Address of Eligible Applicant: Indian River County District School Board 1990 25TH ST VERO BEACH, FL 32960	DOE USE ONLY Date Received	
B) Applicant Contact Information			
Contact Name: Alice Blanco		Telephone Number: 772-564-3093 Ext:	
Mailing Address: 1990 25th Street Vero Beach, FL		Fax Number: 772-564-3077	
E-mail Address: alice.blanco@indianriverschools.org			
Programs			
C) Program Name:	Project Number: (DOE Assigned):	D) Total Funds Requested:	Total Approved Funds (DOE USE ONLY):
1. Title II, Part A, Teacher and Principal Training and Recruiting Fund 2011-2012	310-2242A-2CT01	\$731,285.00	
CERTIFICATION			
I, <u>Frances J. Adams</u> do hereby certify that all facts, figures, and representations made in this application are true, correct, and consistent with the statement of general assurances and specific programmatic assurances for this project. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited. Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.			
E) _____ Signature of Agency Head			

DOE 100



Dr. Eric J. Smith, Commissioner

**FLORIDA DEPARTMENT OF EDUCATION
BUDGET DESCRIPTION FORM -
Title II, Part A, Teacher and Principal Training and Recruiting Fund 2011-2012**

A) NAME OF ELIGIBLE RECIPIENT: **Indian River County District School Board**
B) Project Number (DOE USE ONLY): **310-2242A-2CT01**

E) TAPS
Number
12A052

count	Activity	Function	Object	Account Title and Description	FTE	Amount
1	Salaries: Supplemental Support - District Teacher on Assignment Math @ (1); District Teachers on Assignment Reading @ 1.0; (3) Mentor/teachers @ 1.0, .6 and .4	6400	100	Salaries District Teacher on Assignment Math @ 1.0; District Teachers on Assignment Reading @ 1.0; (3) Mentor/teachers @ 1.0, .6 and .4	4.000	\$178,238.00
2	Salaries: Director of Staff Development @ .40; Staff Development Specialist @ 1.0; Personnel Records Specialist @ .5	6400	100	Salaries Director of Staff Development @ .40; Staff Development Specialist @ 1.0; Personnel Records Specialist @ .5	1.900	\$100,378.00
3	Salaries Extra Earnings – teacher stipends, supplemental pay for staff development activities, beyond contract and summer activities; ESOL: Methods, Applied Linguistics, Cross cultural Communications, Testing/Evaluation; Clinical Educator Training, Coaching Endorsement, INTEL, Technology Integration, Content Area: Science, Social Studies, Professional Learning Communities, Thinking Maps, Under Resourced Learners	6400	100	Salaries Extra Earnings – teacher stipends, supplemental pay for staff development activities, beyond contract and summer activities; ESOL: Methods, Applied Linguistics, Cross cultural Communications, Testing/Evaluation; Clinical Educator Training, Coaching Endorsement, INTEL, Technology Integration, Content Area: Science, Social Studies, Professional Learning Communities, Thinking Maps, Under Resourced Learners	0.300	\$50,000.00
4	Professional Learning Communities Mini-Grants @ 625 per school x 24 schools	6400	100	Salaries Supplemental pay for staff participating in PLC mini-grant activities	0.010	\$15,000.00
5	Professional Learning Communities Mini-Grants @ 625 per school	6400	210	Retirement @ 4.91 for staff participating in PLC mini-grant activities	0.000	\$737.00
6	FRS - Director of Staff Development @ .20; Staff Development Specialist @ 1.0; Personnel Records Specialist @ .5	6400	210	Retirement @ 4.91 - Director of Staff Development @ .40; Staff Development Specialist @ 1.0; Personnel Records Specialist @ .5	0.000	\$4,930.00
7	FRS Supplemental Support - District Teacher on Assignment Math @ .1; District Teachers	6400	210	Retirement @ 4.91%- Teachers on Assignment Reading @ 1.0; Math	0.000	\$8,751.00

	on Assignment Reading @ 1.0; (3) Mentor/teachers @ 1.0, .6 and .4			@ 1); (3) Mentor/teachers @ 1.0, .6 and .4		
8	FICA - Supplemental Support - District Teacher on Assignment Math @ .1; District Teachers on Assignment Reading @ 1.0; (3) Mentor/teachers @ 1.0, .6 and .4	6400	220	<u>Social Security</u> @ 7.65 - Teachers on Assignment Reading @ 1.0; (3) Mentor/teachers @ 1.0, .6 and .4	0.000	\$14,000.00
9	FICA - Director of Staff Development @ .20; Staff Development Specialist @ 1.0; Personnel Records Specialist @ .5	6400	220	<u>Social Security</u> @ 7.65 Director of Staff Development @ .40; Staff Development Specialist @ 1.0; Personnel Records Specialist @ .5	0.000	\$8,000.00
10	Professional Learning Communities Mini-Grants @ 625 per school	6400	220	<u>Social Security</u> @ 7.65 for staff participating in PLC mini-grant activities	0.000	\$1,148.00
11	FICA - Substitutes	6400	225	@ 7.65	0.000	\$3,825.00
12	Group Insurance - Supplemental Support - District Teacher on Assignment Math @ .1; District Teachers on Assignment Reading @ 1.0; (3) Mentor/teachers @ 1.0, .6 and .4	6400	230	<u>Group Insurance</u> @ \$4,962 per employee- Teachers on Assignment Reading @ 1.0; (3) Mentor/teachers @ 1.0, .6 and .4	0.000	\$19,848.00
13	Group Insurance Director of Staff Development @ .40; Staff Development Specialist @ 1.0; Personnel Records Specialist @ .5	6400	230	<u>Group Insurance</u> @ \$4,962 per employee - Director of Staff Development @ .40; Staff Development Specialist @ 1.0; Personnel Records Specialist @ .5	0.000	\$9,428.00
14	Worker's Compensation - Supplemental Support - District Teacher on Assignment Math @ .1; District Teachers on Assignment Reading @ 1.0; (3) Mentor/teachers @ 1.0, .6 and .4	6400	240	<u>Workers Compensation</u> @ 2.0 - Teachers on Assignment Reading @ 1.0; (3) Mentor/teachers @ 1.0, .6 and .4	0.000	\$4,000.00
15	Worker's Compensation - Director of Staff Development @ .40; Staff Development Specialist @ 1.0; Personnel Records Specialist @ .5	6400	240	<u>Workers Compensation</u> @ 2.0 - Director of Staff Development @ .40; Staff Development Specialist @ 1.0; Personnel Records Specialist @ .5	0.000	\$2,010.00
16	Professional Learning Communities Mini-Grants @ 625 per school	6400	240	<u>Workers Compensation</u> @ 2.0 for staff participating in PLC mini-grant activities	0.000	\$300.00
17	Professional and Technical Services Professional Technical – Consultants under \$25,000: Science \$6,500; School Improvement \$5,000; BEST \$6,000; Gallup \$10,000; MTI \$9,000, Reading \$10,000; Differentiated Instruction \$5,000; Best Practices \$2,000; Technology \$4,000; ELL \$3,000; Rtl \$5,000; Culture Training \$5,000; Gifted \$4,000; STEM \$7,580literacy strategies \$840; Thinking Maps \$840	6400	310	<u>Professional and Technical Services</u> Professional and Technical Services Professional Technical – Consultants under \$25,000: Science \$6,500; School Improvement \$5,000; BEST \$6,000; Gallup \$10,000; MTI \$9,000, Reading \$10,000; Differentiated Instruction \$5,000; Best Practices \$2,000; Technology \$4,000; ELL \$3,000; Rtl \$5,000; Culture Training \$5,000; Gifted \$4,000; STEM \$7,580literacy strategies \$840; Thinking Maps \$840	0.000	\$83,760.00

18	Travel: regional & state meetings; workshops and conferences \$3,500; Recruitment \$1,500	6400	330	<u>Travel</u> Regional & state meetings; workshops; conferences; Recruitment	0.000	\$35,000.00
19	Rentals License/rental – License fees associated with on-line staff development activities and coursework – Grading Practices, Great Expectations, Harry Wong Classroom Management, ParaPro; LEADS-Gallup Principal Insight, EL360, PD 360; FISH, Seven Habits, PLC training for school-based personnel; VTC online technology training; Copier lease	6400	360	<u>Rentals</u> License fees associated with on-line staff development activities and coursework – Grading Practices, Great Expectations, Harry Wong Classroom Management, ParaPro; LEADS-Gallup Principal Insight, EL360, PD 360; FISH, Seven Habits, PLC training for school-based personnel; VTC online technology training; Copier lease	0.000	\$60,000.00
20	Other Purchased Services Printing – Printing costs for staff development activities, flyers, brochures	6400	390	<u>Other Purchased Services</u> Printing – Printing costs for staff development activities, flyers, brochures, resource manuals	0.000	\$2,500.00
21	Supplies Materials & Supplies – Supplemental materials – PLC's, ESOL, Thinking Maps, Under Resourced Learners, curriculum guides, resource manuals, copy paper, markers, easels, chart paper, laminating film, toner	6400	510	<u>Supplies</u> Supplemental materials – PLC's, ESOL, Thinking Maps, Under Resourced Learners, curriculum guides, resource manuals, copy paper, markers, easels, chart paper, laminating film, toner	0.000	\$14,500.00
22	Professional Learning Communities Mini-Grants - supplemental supplies and resources	6400	510	<u>Supplies</u> Supplemental supplies for implementation of PLC activities	0.000	\$2,105.00
23	Audio Visual Materials Non-Capitalized – Staff development DVD's and videos ; PLC's, ESOL, Thinking Maps, Under Resourced Learners, Classroom Management	6400	622	<u>Audio Visual Materials Non-Capitalized</u> AV Non-Capitalized – Staff development DVD's and videos ; PLC's, ESOL, Thinking Maps, Under Resourced Learners, Classroom Management	0.000	\$4,069.00
24	Reimbursement for Completion of coursework for Gifted, ESOL, Reading, Coaching Endorsement	6400	730	<u>Dues and Fees</u> Reimbursement for Completion of coursework for Gifted, ESOL, Reading, Coaching Endorsement	0.000	\$23,000.00
25	Other Personal Services - Substitutes necessary to provide classroom coverage for teachers participating in staff development activities. Paid at daily rate.	6400	750	<u>Other Personal Services</u> Substitutes necessary to provide classroom coverage for teachers participating in staff development activities. Paid at daily rate.	0.000	\$55,000.00
26	Indirect Cost	7200	790	<u>Miscellaneous Expenses</u> Indirect Cost @5.59	0.000	\$30,758.00
Totals:					6.210	\$731,285.00

Indian River County District School Board

General Assurances

The Department of Education has developed and implemented a document entitled, General Terms, Assurances and Conditions for Participation in Federal and State Programs, to comply with:

- A. 34 CFR 76.301 of the Education Department General Administration Regulations (EDGAR) which requires local educational agencies to submit a common assurance for participation in federal programs funded by the U.S. Department of Education;
- B. applicable regulations of other Federal agencies; and
- C. State regulations and laws pertaining to the expenditure of state funds. In order to receive funding, applicants must have on file with the Department of Education, Office of the Comptroller, a signed statement by the agency head certifying applicant adherence to these General Assurances for Participation in State or Federal Programs. The complete text may be found at <http://www.fldoe.org/comptroller/gbook.asp>

School Districts, Community Colleges, Universities and State Agencies

The certification of adherence filed with the Department of Education Comptroller's Office shall remain in effect indefinitely unless a change occurs in federal or state law, or there are other changes in circumstances affecting a term, assurance, or condition; and does not need to be resubmitted with this application.

No Child Left Behind Assurances (Applicable to All Funded Programs)

By my signature on this application, I hereby certify that the **Indian River County District School Board** will comply with the following requirements of the Elementary and Secondary Education Act (ESEA) as reauthorized as No Child Left Behind (NCLB) Act of 2001:

- The LEA assures that, under Sec. 9528, it will comply with a request by a military recruiter or an institution of higher education for secondary students' names, addresses, and telephone numbers, unless a parent has "opted out" of providing such information.
- The LEA assures that, under Sec. 9528, it will provide military recruiters the same access to secondary school students as it generally provides to postsecondary institutions or prospective employers.

Persistently Dangerous Schools

- The LEA hereby assures that, under Sec. 9532, if the State of Florida identifies any school within the LEA as "persistently dangerous," it will offer students attending that school, as well as students who are victims of a violent criminal offense while on school property, the opportunity to transfer to a safe school.

*These assurances are in addition to those previously signed by the Local Education Agency (LEA) maintained on file in the Florida Department of Education's Comptroller's Office.

Program Specific Assurances

Title II, Part A – Teacher and Principal Training and Recruiting Fund

- The local educational agency (LEA) assures that the program(s) described in this application is based on the need assessment; and the activities are tied to academic content standards, student achievement standards and state assessments [Section 2122(b)(1)(A)].
- The LEA assures that it will target funds to schools within the jurisdiction of the LEA that have the lowest proportion of highly qualified teachers, have the largest average class size, or are identified for school improvement under section 1116(b) [Section 2122(b)(3)(A-C)].
- The LEA assures that the needs assessment will be carried out with the involvement of teachers, including teachers in schools receiving assistance under Part A, Title I, and will take into account what activities need to be conducted in order to give teachers and, where appropriate, administrators the means, including the knowledge and skills, to provide students with the opportunity to meet challenging state or local student performance standards [Section 2122(c)(1-2)].
- The LEA, after timely and meaningful consultation, will provide the opportunity for equitable participation by private school educational personnel in the activities and services funded by this application and those schools have been so notified. Educational services or other benefits, including materials and equipment, provided, shall be secular, neutral, and non-ideological [Section 2122(b) (11) and 9501(a)(1-5)].
- The LEA assures that the professional development activities have been developed with extensive participation of teachers, principals, parents, and administrators of schools to be served [Section 2122(b)(7)].
- The LEA assures that funds received will be used to supplement and, to the extent practical, increase the level of funds that would be made available from nonfederal sources; in no case will such funds be used to supplant funds from nonfederal sources [Section 2123(b)].
- The LEA assures that the control of funds will remain in the public agency and the public agency will administer the funds and property to the extent required by the authorizing law [Section 9501(d)(1)].
- The LEA assures that accurate records will be kept and provide such information to the state, as may be reasonably required for fiscal audit and program evaluation and shall demonstrate compliance with all state, federal, and program requirements.
- The LEA assures that programs will be evaluated annually; the evaluation will be used to make decisions about appropriate changes in programs for the subsequent year; the evaluation will describe how program(s) affected student academic achievement and will include, at a minimum, information and data on the use of funds, the types of services furnished, and the students served; and the evaluation will be submitted to the state annually.

General Education Provisions Act

In accordance with the requirements of Section 427 of the General Education Provisions Act (GEPA) Public Law 103-382, each applicant must ensure equitable access to, and participation in, its program for students, teachers, and other program beneficiaries with special needs. For details refer to URL:

<http://www.ed.gov/fund/grant/apply/appforms/gepa427.pdf>

Needs Assessment

To be eligible for funds, an LEA shall conduct an assessment of local needs for professional development and hiring, as identified by the LEA and school staff. The needs assessment shall be conducted with the involvement of teachers, including teachers participating in programs under part A of Title I, and shall take into account the activities that need to be conducted in order to give teachers the means including subject matter knowledge and teaching skills, and to give principals the instructional leadership skills to help teachers, to provide students with the opportunity to meet challenging state and local student academic achievement standards. The LEA must incorporate into the needs assessment the results of annual performance appraisals for teachers and principals. Data must be presented to show how many teachers do not meet the Highly Qualified requirements of section 1119, the list of schools, and the core courses in which the not highly qualified teachers (NHQTs) are teaching. LEAs must show evidence that an analysis has been conducted for NHQTs who have been reported under code “G” as the reason they are not HQ. [Section 2122 (b)(8)].

Response: For the 2011-12 school year, the SDIRC has conducted and analyzed the following assessments of local needs for professional development/PD and hiring:

395 staff responded to SDIRC PD Needs Assessment (launched 5/17/2011 - closed 6/6/11). The needs assessment indicated that principals, district leaders and teachers were in need of PD to address implementing Effective Instructional Strategies that Engage Students 67.59%, Utilizing Instructional Technology Strategies 50.38%, Utilizing Student Data To Make Instructional Decisions 46.7%, Differentiating Instruction 41.77%, and Setting and Communicating High Expectations 41.12%. Eighty-four percent of respondents reported completion of ESOL requirements. Respondents also revealed the following: Interest in pursuing add-on certification Gifted 39%, Reading Endorsement 59% and ESOL Endorsement 21%.

The most recent disaggregated FCAT reports 2009-10 FCAT [2010-11 FCAT Disaggregated data not yet available] results indicate a need at the secondary level (6-12) for PD in effective reading strategies, as the percentage of students meeting high standards in reading ranges from 48% to 77%. The percentage of students making learning gains in reading ranges from 54% to 67%. The percentage of the lowest 25% making learning gains in reading ranges from 44% to 69%.

FCAT results also indicate a need at the secondary level (6-12) for PD in effective math strategies, as the percentage of students meeting high standards in math ranges from 64% to 89% at this level. The percentage of students making learning gains in math ranges from 66% to 81% at this level. The percentage of the lowest 25% making learning gains in math ranges from 62% to 82% at this level. All middle schools in the LEA received a school grade of “A”. However, all but one of the LEA’s, middle schools are “Correct II” schools for the 2010-11 school year. Based on the

above data, the LEA's middle schools have a need for a math coach to provide on-site PD for teachers in effective math strategies and data driven decision-making.

FCAT results indicate a need at the secondary level (6-12) for PD in effective science strategies, as the percentage of students meeting high standards in science ranges from 38% to 62% at this level. Based on the above data, the LEA's middle schools have a need for a science coach to provide on-site professional development for teachers in effective science strategies, differentiated instruction and data driven decision-making.

FCAT data support the need for an incentive for teachers to become reading endorsed in addition to their primary certification. As teachers become reading endorsed across all subject areas, they will be able to deliver effective reading instructional strategies in all content areas. This is especially important in this rural LEA, as it is often challenging to hire the number of HQ reading teachers to match the needs indicated by the number of students who are not meeting state proficiency standards in reading.

* Disaggregated FCAT data (2009-10 SPARS) shows that specific subgroups that should be the target for teachers' IPDP plans, and should be the target of high quality teacher PD in math are ELL students; @ 48% (26% gap between performance and state objective of 74%), Black 45% (29% gap between performance and state objective of 74%) and students with disabilities @ 37% (37% gap between performance and state objective of 74%)

These data also show that specific subgroups that should be the target for teachers' IPDP plans, and should be the target of high quality teacher professional development in reading are ELL students @ 45% (27% gap between performance and state objective of 72%), Black 43% (29% gap between performance and state objective of 72%) and students with disabilities @ 32% (40% gap between performance and state objective of 72%)

*Out of field/HQT data - HQT Data for 2010-11 SPARs which includes Final Survey 4, 2009-10, Final Surveys 1 and 2, 2010-11, and Preliminary Survey 3, 2010-11 as May 9, 2011 indicates that 2.4% of classes district-wide are being taught by NHQ teachers. The following schools in the LEA show courses being taught by NHQ teachers:

HIGH SCHOOLS:

Sebastian River High & Vero Beach High: Economics, American Government, American History, World History, Biology, English, Algebra, Intensive Math, Integrated Science, Intensive Reading, English, Comp. Science, US History.

Indian River Charter High: Spanish, Earth/Space Science.

MIDDLE SCHOOLS:

Oslo Middle/ Gifford Middle/Sebastian River Middle: Math, Language Arts, Intensive Reading, Science, US History, Advanced Acad., Lang. Arts, Math, Social Studies

ELEMENTARY SCHOOLS: Vero Beach Elementary, Citrus Elementary, Imagine Schools at Vero South.

These classes represent 32 teachers who are not highly qualified for these courses in the LEA.

An analysis of NHQTs who are reported under code "G", has been conducted by the HR department in the LEA. The following are the results of the analysis: One, an uncertified long term sub, teaches 6 social science classes at Gifford Middle School because the district could not find a certified social science teacher to fill the position. That is a true "G" designation. Two SRHS teachers were assigned a code of "G" in error. The mistake was corrected. The teacher were coded correctly as "Y" in the district's override file but when the data was transmitted to DOE for Survey 3, they reverted to a "G." The district HR Department is working with the district's IS Department to determine the cause of this error. Credential checks are conducted by the HR department in October and in February to verify the reason for the coding of "G".

***The results from the annual teacher performance appraisals in the LEA indicate that that 60-70% of teachers received an overall rating of satisfactory. These data indicate that more training is needed for administrators in the area of classroom walkthroughs and matching teacher performance to student performance data, as AYP data indicate that students in the LEA are not meeting state proficiency standards.**

Title II funds will be used to pay fees, classes, and associated expenses for teachers to become highly qualified. Funds from Title II will also be used to provide training to administrators and principals that will assist them in tying teacher performance appraisals to student achievement data.

In the fall of 2011, Principals will meet with the LEAs Superintendent to create an Individual PD Plan to identify leadership skills needed to help teachers to provide students opportunities to meet challenging state and local student academic achievement standards. In the fall of 2011, teachers will meet with principals to review Individual PD Plans from the 2010-11 school year, and compare them to the results achieved by their students as per 2010-11 assessment results. Teachers will create Individual PD Plans that will identify PD needs based on the needs of the students in their classrooms and the performance data of the students in their classrooms. The Superintendent will help principals to identify needs associated with their schools' Differentiated Accountability status, and will add PD related to these needs in their Individual PD Plans. Examples of this type of leadership development will include lesson study leadership, collaborative structures, and response to intervention leadership.

As an evaluation component that measures the extent that training activities accomplished student performance gains, district staff have reviewed PD requests for the 2010-11 school year, and are currently in the process of comparing the PD activities to the student outcomes with the 10-11 FCAT results to identify which PD activities accomplished the student performance gains that were predicted.

Collaboration

1. Describe how the LEA has collaborated with teachers, paraprofessionals, principals, other relevant school personnel, private school officials, and parents in the planning of activities to be carried out and in the preparation of this application [Section 2122 (b)(7)].

Response: The School District of Indian River County's Staff Development Office facilitates and participates in numerous collaborative focus groups to address professional development needs. During the planning process these collaborative groups, which include teachers, paraprofessionals, principals, other relevant school personnel, private school officials, parents, university personnel and other stakeholders meet regularly to review professional development needs and plan programs. These collaborative groups include, but are not limited to:

- Staff Development Advisory Council - Instructional Committees
- Comprehensive Reading Plan Committee - Continuous Improvement Committee
- Eliminating the Achievement Gap Committee - School Advisory Councils
- Subject Area Department Committees -
- Alternative Certification Program Committee - FLDRS Advisory Committee
- Core Area Support Team - Leadership Development Committee
- Wellness/Healthy School Teams Committee - Supervisors Council
- Exceptional Student Education Committee - Career and Technical Education Committee
- Support Personnel Committee - Charter School Committee

Program Plan to Address Strategies and Activities Required under Section 2141

2. Describe the proposed strategies and activities the LEA intends to implement specifically to assist teachers not meeting highly qualified requirements, teaching a core course(s) for which the teacher is not HQ, and how the LEA will continue to keep teachers highly qualified. Strategies must be explicitly detailed with clearly written activities. These plans must be developed through consultation with principals and effected teachers. Describe how the activities will be coordinated with and support other reform efforts at the schools [Section 2141(c)(1) & (d)(1&2)].

Response: The professional development activities will have a substantial, measurable, and positive impact on the improvement of student academic achievement in all sub-groups in all schools, in the areas of reading, writing, mathematics, and science. Teachers and administrators are focusing their energies on reading, best practices, technology integration, differentiated instruction and assessment as accountability. Title II funds are used to support mentor teachers, resource specialists in the areas of technology integration, reading integration, ESOL, Reading, and Mathematics. Title II funds supplement the district's efforts to recruit high-qualified teachers and administrators. Title II funds are targeted to professional development that assist teachers satisfy the definition of Highly Qualified, including tuition waivers, on-line courses, and support to teachers in the Alternative Certification Program. Title II funds are used to supplement the district INTEL technology initiative. Activities include but are not limited to the following:

Provide staff development activities consistent with NCLB requirements, aligned with the Professional Development Protocol & founded on research related to the effectiveness of teacher quality on student achievement. *Provide staff development activities designed to address the learning styles of NCLB subgroups. *Provide staff development activities that increase the knowledge of administrators, teachers & support staff in differentiated instruction, positive behavior management, counseling/mentoring programs, integration of instructional technology & instructional practices aligned with State strategic Imperatives. *Provide staff development aligned with Effective Schools Research. *Provide opportunities for curriculum articulation, development of mini-assessments and instructional focus calendars that address the instructional needs of all subgroups.

To ensure that the continuum for professional growth is accessible and viable in the district, teachers and administrators will attend district and non-district professional development activities that address relevant curricular and instructional topics relative to the Sunshine State Standards.

Administrators, Reading Coaches, Math Coaches and teachers will participate in training on the Next Generation Standards, formerly known as the Sunshine State Standards. This training will include a crosswalk between the old and new

standards in Reading/Language Arts, Mathematics, and Science.

In an effort to maintain/obtain the status of "Highly Qualified" teachers must continually learn about content and methodologies pertaining to the subject areas that they teach. Additionally, they must be prepared to meet the varied needs of all students in their classroom. The completion of the following ongoing professional development series will allow teachers to earn inservice credit toward certification and Highly Qualified status. Title II will provide professional development that is grounded in scientifically based research in the following core subject areas:

- Enriching Content Classes for Secondary ELL students
- Empowering ELL Teachers
- ELL Assessment and the Use of Technology
- ELL Methods and Curriculum
- Applied Linguistics
- Cross Cultural Communication and Understanding
- ELL for Administrators
- Reading Endorsement K - 12, Competency 1 - 6
- Language and Cognition, Competency 1
- FOR PD, Competency 2
- Assessment, Competency 3
- Differentiated Instruction, Competencies 4/5
- Practicum to the Reading Endorsement, Competency 6
- CAR PD
- Content Area Reading Professional Development
- Math Differentiating Instruction
- Math Vertical Planning
- Science Vertical Planning
- Reading Endorsement
- Gifted Endorsement

These ELL Training activities are in addition to what is being provided by the LEA. Staff providing ELL and Reading Endorsement and Gifted Endorsement training have the required credentials to provide training that will result in

certification and/or endorsement. Reading Coaches are instructors for the Reading Endorsement Competencies. Teachers participating in ELL and Reading Endorsement and Gifted Endorsement are not charged tuition.

The LEA will use funds to provide training that will assist teachers in meeting the qualifications for teachers outlined in Section 1119.

The LEA will work collaboratively with the Director of Title I to identify the need and prioritize the staff development offerings or classes. Additionally the LEA will collaborate with local colleges and universities to negotiate classes that can be offered when it is convenient for staff members to attend.

This will help to ensure that the status of the Highly Qualified Teachers and Paraprofessionals continues to increase.

By providing tuition free courses in ELL and Reading Endorsement Strategies, the School District of Indian River County district will increase the percent of Highly Qualified teachers by 1%.

Alignment of Activities

3. Describe all other activities to be carried out by the LEA and how these activities will be aligned with state academic content standards, student academic achievement standards, and state assessments. Describe how the proposed activities assure priority will be given to teachers not meeting the Highly Qualified requirements. [Section 2122 (b)(1)(A)(i)].

Response: The School District of Indian River County is committed to providing quality professional development opportunities for administrative, instructional and support personnel to achieve the District Mission and Vision. The first strategic objective of SDIRC is identified as District Culture (including recruiting, developing and retaining a highly effective workforce) and the second is Student Achievement including reducing the achievement gap in each of the AYP subgroups. With these objectives as the foundation for the professional development activities provided, the Staff Development Office plans, delivers and evaluates all professional development activities in accordance with Florida Department of Education Professional Development System Protocol and the National Staff Development Council (NSDC) Standards for Staff Development.

All professional development activities, including, but not limited to, those activities in subject area knowledge, pedagogy and leadership are carefully aligned with all state academic content standards and state assessments including but not limited to the Florida Comprehensive Test Specifications. All professional development activities are planned using disaggregated student achievement data analysis, are delivered using research based programs appropriate to the intended goal, and are regularly measured against objectives for effectiveness.

For the 2011-2012 school year, content area supervisors and staff development supervisors will collaborate to implement programs to ensure that all teachers meet the Highly Qualified standards required by state and federal law. Examples of such programs include, but are not limited to, coaching and mentoring on subject matter and curricular topics, workshops based on content area skills and knowledge and certification test preparation courses. The content of the test prep course helps prepare teachers to take subject area exams. Priority will be given to teachers not meeting the High Qualified requirements. HQ teachers receive support in content area training that addresses the Sunshine State standards. The Staff Development Office collaborates with the Curriculum and Instruction division to provide year round training opportunities that will support every teacher with the acquisition or renewal of their Florida Teaching Certificate.

Additionally, intensive mentoring and peer assistance programs will assist new and challenged teachers for the purposes of improved instruction and increased retention rates. All teachers in SDIRC are expected to participate in at least one Professional Learning Community. In these PLCs, teachers will review student

data and explore best practices. SDIRC also offers a Reading Endorsement Program based on the six competencies in order to assist all reading teachers in becoming highly qualified in an accelerated period of time. These courses are offered either face-to-face or online to accommodate the needs of the teachers.

Curricula and Programs

4. Describe how the curricula and programs being implemented, through this application, will be tied to the standards [Section 2122 (b)(1)(A)(ii)].

<http://www.fldoe.org/bii/Curriculum/>

Response: In accordance with Florida Statute 1012.98, professional development activities provided by the School District of Indian River County is aligned with all state standards including, but not limited to, the State of Florida's Professional Development System Protocol, the National Staff Development Council Standards for Staff Development, the Sunshine State Standards and Florida Comprehensive Assessment Test Specifications. Additionally, subject area professional development activities are aligned with the national standards set by each content area professional organization.

To ensure that each professional development activity is aligned with state and national standards, the School District of Indian River County Staff Development Office implements the Staff Development Protocol. During the planning phase of professional development activities, student achievement data is disaggregated and analyzed to determine the need. Collaborators then review a multitude of scientifically-based research programs intended to meet that appropriate need. At this point, standards are reviewed and alignments with standards guaranteed. Activities are systematically reviewed for effectiveness using both formal and informal procedures. All information derived is subsequently incorporated to refine and if need be revise the professional development activities to ensure alignment with state and national standards.

The School District of Indian River County Staff Development Office has been reviewed by the Florida Department of Education. The results of the audit indicate that the Professional Development Programs provided by SDIRC are in accordance with the standards presented by the State of Florida Professional Development System Protocol. In addition, SDIRC's Title II Part A Program was monitored in January 2008 by the State NCLB Monitoring Team and the district was found to be fully in compliance.

All schools participate in Benchmark Testing which are diagnostic assessments aligned to the Standards in Reading, Mathematics, and Science. These assessments are used to inform instruction and to predict student performance on FCAT.

Activities Based on Scientifically Based Research

5. Describe how the activities will be based on a review of scientifically based research and explain why the activities are expected to improve student academic achievement [Section 2122 (b)(1)(B)].

Response: Staff development activities for teachers, teacher assistants, principals and support staff will be offered based on the results of the Professional Development Needs Assessment Survey that was completed by district teachers, teacher assistants, support staff and administrators. This survey was designed to align with the content clusters on FCAT Reading, Mathematics and Science. The most recent data available, from 2009-10 FCAT and 2010-11 Survey Results were used to identify and prioritize areas of weakness/need. As areas of need are prioritized based on the needs assessment results, differentiated staff development that is focused on improving student academic achievement will be offered. To ensure that activities are based on scientifically based research, the Evidence-Based Decision-Making Cycle will be applied. This Cycle has 5 steps: 1) Use data to identify need or understand problem 2) Examine studies and research 3) Use professional wisdom 4) Consider contextual constraints 5) Make a decision or develop a plan.

For the 2011-12 school year, the SDIRC has conducted and analyzed the following assessments of local needs for professional development/PD and hiring:

395 staff responded to SDIRC PD Needs Assessment (launched 5/17/2011 - closed 6/6/11). The needs assessment indicated that principals, district leaders and teachers were in need of PD to address implementing Effective Instructional Strategies that Engage Students 67.59%, Utilizing Instructional Technology Strategies 50.38%, Utilizing Student Data To Make Instructional Decisions 46.7%, Differentiating Instruction 41.77%, and Setting and Communicating High Expectations 41.12%. Eighty-four percent of respondents reported completion of ESOL requirements. Respondents also revealed the following: Interest in pursuing add-on certification Gifted 39%, Reading Endorsement 59% and ESOL Endorsement 21%.

The most recent disaggregated FCAT reports 2009-10 FCAT [2010-11 FCAT Disaggregated data not yet available] results indicate a need at the secondary level (6-12) for PD in effective reading strategies, as the percentage of students meeting high standards in reading ranges from 48% to 77%. The percentage of students making learning gains in reading ranges from 54% to 67%. The percentage of the lowest 25% making learning gains in reading ranges from 44% to 69%.

In addition to the staff development needs assessment, the Strategy Review Protocol will be used to review proposed activities and to begin the process for

making a decision about which activities/strategies have potential to be beneficial to educators and students. This protocol asks the following questions: 1) Desired Outcomes 2) Core Strategy Features 3) Challenge(s) in the Use of this Strategy 4) Extent of Evidence (strong research) 5) Extent of Alignment with District Values.

Professional development activities provided by SDIRC are planned and delivered using scientific research-based programs. These programs have proven positive effects on student achievement gains. Content area professional development activities are based on regular research reviews done by the Director of Staff Development, District Content Area Supervisors, Professional Development Specialist, Alternative Certification Program Supervisor and Principal Training Supervisor. The supervisors engage in collaborative effort to participate in focus groups during which research is reviewed for the purpose of planning professional development programs. The content-specific, pedagogical and instructional leadership programs in which SDIRC implements scientific-based research programs include, but are not limited to, the following sample:

Pedagogy:

_____. Mentoring Educators Helping Educators. Florida Literacy and Reading Excellence Professional Paper. Orlando, FL: FLARE Center.(2007).

National Education Commission on Time and Learning National Research Council (1999). How people learn: Brain, mind, experience, and school.(J.D. Bransford, A.L. Brown, and R.R. Cocking, Eds.) Washington, D.C.: National Academy Press.

U.S. Department of Education. (1986). What Works: Research About Teaching and Learning. Washington, D.C.: Government Printing Office.

Math:

Kloosterman, Peter and Gainey, Patricia Haynes. Students' Thinking: Middle Grades Mathematics. Research Ideas for the Classroom: Middle Grades Mathematics. Reston, VA: National Council of Teachers of Mathematics. 2000

Assessment Standards for School Mathematics. Reston, VA: National Council of Teachers of Mathematics.

Practices Worthy of Attention: Improving Secondary Mathematics Teaching and Learning. Pamela L Paek, Charles A. Dana Center University of Texas, NCSM Journal of Mathematics Education Leadership, Spring 2008.

Senk, Sharon and Beckman, Charlene and Thompson, Denise. "Assessment and Grading in High School Mathematics Classrooms." Journal for Research in Mathematics Education. 1997, Vol. 28, No. 2, 187-215.

Wagner, Sigrid and Parker, Sheila. "Advancing Algebra." Research Ideas for the Classroom. Chapter 7, 119-139.

Reading:

Alexander, P. *The Path to Competence: A Lifespan Developmental Perspective On Reading*. Paper Commissioned by the National Reading Conference. Baltimore, MD: University of Maryland Press. (2007).

Armbruster, B., Lehr, F., and Osborn, J. *Put Reading First, The Research Building blocks for Teaching Children to Read* (2nd edition). Jessup, MD: National Institute for Literacy. (2003).

Golden, N.; Gersten, R.; and Woodward, J. (1990). Effectiveness of guided practice during remedial reading instruction: an application of computer managed instruction. *The Elementary School Journal*, 90(3): 291-304.

Haynes, M. *From State Policy to Classroom Practice: Improving Literacy Instruction for All Students*. Reston, VA.: The National Association of State Boards of Education (2007).

Langenbert, Donald N., et al. *Report of the National Reading Panel: Teaching Children to Read*. NIH Pub. 00-4754, December, 2000.

Santa, C. *Project CRISS: Evidence of Effectiveness*. www.projectcriss.com. 2004.

Instructional Leadership:

Day, C., et al. *Leading Schools in Times of Change*. Washington, D.C.: Institute for Educational Leadership (2005).

DuFour, R., DuFour, R. and Eaker, R. (Eds.). *On Common Ground*. Bloomington, IN: National Education Service (2005).

Haberman, M. (2005). *Star Teachers – the Ideology and Best Practices of Effective Teachers of Diverse Children and Youth in Poverty*. Kappa Delta Pi.

Hargreaves, A. and Find, D. (2004). The seven principles of sustainable leadership. *Educational Leadership*, 61(7), pp. 8-13. Alexandria, VA: Association for Supervision and Educational Leadership.

Annual Measurable Objectives

6. Provide realistic annual measurable outcome objectives for all activities described in this application, include how the activities will increase highly qualified teachers and will have a positive impact on student academic achievement [Section 2122 (b)(2)].

Response: The overall goal of Title II is to reduce the number of students in each subgroup (district-wide) as evidenced by annual state AYP reports, that are not making Adequate Yearly Progress (AYP), by increasing the number of teachers who are highly qualified and providing high quality staff development.

Objective 1: Upon completion of 2010-2011 FTE survey 3, district highly qualified data will show that 96.3% of core classes in the LEA are taught by highly qualified teachers, thus increasing the rate from the previous school year by 1%.

Strategy: During the 2011-2012 school year, LEA, teachers at Title I schools, will receive a retention bonus that will be paid from Title I Part A funds (not to exceed the allowable 5% of the district's Title I Part A allocation)

Objective 2: By the end of the 2011-2012 school year, district data will show that the number of classes that are assigned to returning teachers at high poverty schools who are not highly qualified will be reduced by 10%, thus lowering the rate from the previous year from 12.5% to 2.5%.

Objective 3: After analysis of 2010-2010 FCAT data, the number of indicators in the LEA that are contributing to the district's inability to attain AYP will be documented and upon completion of the 2011-2012 school year will be reduced by 5%, as evidenced by district AYP reports generated by the state.

Strategy: Funds from Title II will be used to provide high quality staff development that will be implemented with rigor and relevance. Staff development needs will be identified using district-wide and school-based needs, assessment results and each school's FCAT data.

Strategy: Funds from Title II will be used to hire highly qualified reading, and math teachers to provide supplemental support to each school within the LEA, thereby increasing the classroom teachers' ability to provide increased individualized differentiated instruction to students in subgroups that are not making AYP.

Strategy: Funds from Title II will be used to provide professional development to all teachers in the highest poverty schools within the LEA for ELL students in the areas of reading, math and writing, which are subgroups in LEA schools that have failed to make AYP.

Strategy: Funds from Title II will be used to hire mentor/coaches to provide direct support to newly-hired, second career teachers, and/or struggling

teachers. The support provided by the mentor/coaches will result in more effective delivery of instruction and resulting in increased student performance as indicated by each school's FCAT data. Salaries and benefits for two reading and one math coach will be funded through Title II dollars. The coaches will provide on-going direct support in the content area to all schools but will focus their efforts on high-poverty, schools that did not meet AYP, and schools with a significant number of classes not being taught by highly qualified teachers.

Objective 4: By the end of the 2011-2012 school year, the percentage of teachers acquiring reading endorsement will increase by 5%.

Strategy: Funds from Title II will be used to provide professional development that will assist teachers that are not highly qualified in achieving highly qualified status, including the acquisition of the reading endorsement by secondary content area teachers.

Activities to Eliminate the Achievement Gap

7. Describe how the activities will be used as part of a broader strategy to eliminate the achievement gap that separates low-income and minority students from other students [Section 2122 (b)(2)].

Response: The School District of Indian River County provides professional development activities which are directly aligned with the District Equity Plan. The district assures the quality of education provided to any student in any school in the district is comparable to the quality of any other school in the district. Professional development activities work toward assuring that all children in the district receive equitable instruction. The district's focus is on eliminating the achievement gap that separates low-income and minority students from others. Additionally, professional development activities are based on scientifically based research programs in the content areas, pedagogy and leadership to address specific strategies for closing the gap.

In addition to professional development activities which directly address the issue of closing the gap, the School District of Indian River County offers a salary differential package to teachers who work in high poverty schools. Because research shows that exceptional teachers have greater positive impact on student achievement gains, SDIRC encourages the placement of National Board Certified teachers to work in high poverty schools. Additional research shows that high poverty schools are further challenged by poor teacher and administrator retention rates. These measures directly address the goal of eliminating the achievement gap which separates low –income and minority students from others.

Performance Matters (PM2 district data management tool) provides student data by AYP subgroup. Additionally Performance Matters identifies students scoring in the Lower Quartile in Reading and Mathematics on the most recent FCAT. Information from Performance Matters along with results from the Staff Development Needs Assessment was used to identify areas of need.

In collaboration with the Title II Director, Title I Director, and the staff development specialist, activities will be prioritized based on AYP subgroups and the most recent AYP status of schools. By reviewing areas where schools did not make AYP, we will be able to focus staff development training in the areas of reading, writing, and mathematics.

Results from district Benchmark Tests (district assessments) aligned with FCAT content focus areas will help schools progress monitor the progress of students and work towards eliminating the achievement gap that separates low-income and minority students from other students.

Professional Development Coordinated through Federal, State, and Local Programs

8. Describe how the LEA will coordinate professional development activities with professional development activities provided through other federal, state, and local programs [Section 2122 (b)(4)].

Response: The School District of Indian River County requires each teacher to develop a Professional Development Plan (PDP) which includes Action Research tied to his/her individual professional development activities. Principals review these PDP's twice annually to ensure they are based on student achievement needs, professional development needs of the teacher, and follow-up/ implementation in the classroom to support the School Improvement Plans. All Indian River County professional development trainers have been trained to embed the National Staff Development Council Standards and the Florida Professional Development Evaluation Protocol standards into their delivery of professional development training. Relevant, sustained training using current technologies where appropriate and providing modeling, practice, and coaching / follow up at the school site will be achieved by an application / approval process for training and by monitoring of inservice records for fidelity to the standards. Follow-up is required for all sustained training, either through coaching / mentoring activities or through web-based resources and assistance. Evaluation of training activities will be required by linkage with student changes through action research implementation projects and/or professional learning community study of results. Schools provide needs assessments/evaluation of student success to teachers via our desktop data system and reports, so that the results of the IPDP action research projects and the student achievement data are used both as evaluation for the current year and as need assessments for the following year. The planning, delivery, follow up, and evaluation components of the Professional Development Evaluation Protocol serve as the guidelines for our continuous improvement professional development model.

A district's Staff Development Office oversees the professional development needs as identified through the individual annual school improvement plans. From these plans the district identifies common or hot topic trainings and develops workshop or inservices to meet the professional development needs. The Staff Development Office also identifies district qualified personnel to deliver the training and disseminates information to all schools regarding the types of training and the dates offered.

District-led "training of trainers," with implementation through follow-up training and coaching at the school sites, has enabled the district to achieve a high level of effective teaching focused on student achievement. Inservice courses which meet the Professional Development Evaluation Protocol standards for extended professional development, modeling by instructors, practice by participants during training, and competency demonstration with feedback by coaches on site have also been successful in our Add-on Programs for Reading, ESOL, and

Gifted certification. These programs have played a strong role in enabling us to achieve 96.3% of classes taught by highly qualified teachers.

Professional Development in Accordance with Florida's Professional Development System

9. Describe how the LEA will ensure that the professional development (which may include teacher mentoring) needs of teachers and principals, provided in accordance with Florida's Professional Development System, will be assisted using these funds [Section 2122 (b)(5) and FS 1012.98].

The final version of the protocol standards can be found at <http://www.fldoe.org/profdev/pdf/pdsprotocol.pdf> and the revised rule https://www.flrules.org/gateway/notice_Files.asp?ID=8567251

Response: The School District of Indian River County requires each teacher to develop a Professional Development Plan (PDP) which includes Action Research tied to his/her individual professional development activities. Principals review these PDP's twice annually to ensure they are based on student achievement needs, professional development needs of the teacher, and follow-up/ implementation in the classroom to support the School Improvement Plans. All Indian River County professional development trainers have been trained to embed the National Staff Development Council Standards and the Florida Professional Development Evaluation Protocol standards into their delivery of professional development training. Relevant, sustained training using current technologies where appropriate and providing modeling, practice, and coaching / follow up at the school site will be achieved by an application / approval process for training and by monitoring of inservice records for fidelity to the standards. Follow-up is required for all sustained training, either through coaching / mentoring activities or through web-based resources and assistance. Evaluation of training activities will be required by linkage with student changes through action research implementation projects and/or professional learning community study of results. Schools provide needs assessments/evaluation of student success to teachers via our desktop data system and reports, so that the results of the IPDP action research projects and the student achievement data are used both as evaluation for the current year and as need assessments for the following year. The planning, delivery, follow up, and evaluation components of the Professional Development Evaluation Protocol serve as the guidelines for our continuous improvement professional development model.

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Technology Purchase Evaluation

10. Describe how the effectiveness of the delivery of professional development utilizing equipment and technology purchased with Title II-A funds will be determined. The evaluation must be based on the Professional Development System Evaluation Protocol standards: 1.3.3; 2.2.4; 2.3.3; 3.2.4; 3.3.3; 3.3.4 and include measurable objectives.

Response: Title II-A funds will not be utilized to purchase equipment or technology.

Integrate Technology Activities from Title II-D with Title II-A

11. Describe how the LEA will integrate Title II, Part A funds with funds received under Title II, Part D (entitlement) that are used for professional development to train teachers to integrate technology into curricula and instruction to improve teaching, learning, and technology literacy. [Section 2122 (b)(6)].

Response: The LEA will not receive Title II-D Funds in 2011-12.

Professional Development to Address the Needs of Students with Different Learning Styles

12. Describe how the LEA will provide training to enable teachers to teach and address the needs of students with different learning styles, particularly students with disabilities, students with special learning needs (including students who are gifted and talented), and students with limited English proficiency [Section 2122 (b)(9)(A)].

Response: In accordance with state and federal law, teachers in the School District of Indian River County teach and address the needs of all students, including those with disabilities and special learning needs and students with limited English proficiency. The Staff Development Office works in close conjunction with the English Language Learners Office, the Office of Exceptional Student Education, the Title I Office, and the Gifted Education Coordinator to ensure a high quality program of professional development. Activities for teachers, which are provided through this collaboration, incorporate best practices research regarding learning styles, brain-based learning, differentiated instruction, cultural and economic differences and motivational strategies for reluctant learners. Training activities provide models of instruction to target need of various learning styles. Professional development activities emphasize the importance of using data to inform instruction in order to identify and meet the needs of all students. Teachers are equipped with multiple instructional delivery techniques which help diverse learners including, but not limited to, flexible grouping strategies, appropriate accommodations, reasonable modifications and various classroom assessment techniques. Professional development activities are provided which enable teachers to teach and address the needs of all children.

Professional Development to Improve Student Behavior in the Classroom

13. Describe how the LEA will provide training to enable teachers to improve student behavior in the classroom and identify early and appropriate interventions to help students learn [Section 2122 (b)(9)(B)].

Response: Classroom management training in the School District of Indian River County provides instruction in the organization and implementation of classroom rules and procedures that reduce the likelihood of inappropriate student behavior. The arrangement of the classroom and its impact on student behavior is emphasized. Classroom Management Systems that focus on preventative strategies and incorporate incentives for compliance are presented. Consequences that employ corrective and supportive discipline techniques are taught to deal with those student behaviors which do occur. New Teacher Orientation and Induction programs enable new teachers and teachers new to SDIRC to internalize district procedures regarding classroom management. Because Safety is one of the District's Strategic Objectives, the Staff Development Office emphasizes the importance of effective classroom management in the professional development activities. Title II Part A funds two mentor teachers to provide on-going support to new and struggling teachers that will result in improved classroom management and improved student academic achievement.

Professional Development to Assist Teachers with Parent Involvement

14. Describe how the LEA will provide training to enable teachers to involve parents in their child's education [Section 2122 (b)(9)(C)].

Response: Research indicates that parent involvement is a key factor in student achievement; therefore, the School District of Indian River County emphasizes parent involvement during the professional development activities. School sites host numerous parent involvement workshops to encourage parental participation. In addition, programs are designed and implemented to provide coaching and support to teachers in this area. The Staff Development Office, The Office of School Improvement, and the Title I and Title III office provide training on parent involvement which includes but is not limited to: Improving Parent Involvement; A Framework for Understanding Poverty; Courtesy under Pressure and New Teacher Induction. Techniques to involve parents in their child's school experience include: encouraging parents to participate in school improvement programs, publishing of parent newsletters, establishing effective patterns of communication, strategies for strengthening home to school connections, developing a common school language for technical terms, sharing and explaining assessment data, and developing support systems for parents. The professional development activities enable teachers to effectively involve parents in their child's education for the purpose of improved student achievement.

Professional Development to Assist Teachers to Understand and Use Data and Assessments

15. Describe how the LEA will provide training to enable teachers to understand and use data and assessments to improve classroom practice and student learning as part of teacher Individual Professional Development Plans [Section 2122 (b)(9)(D)].

Response: SDIRC is committed to provide training to enable teachers and leaderships teams to understand and use data and assessments to improve instruction. State Fiscal Stabilization Funds (ARRA) were used to support on-going, targeted "Leadership" activities at all district schools. Leadership teams (comprised of administrators and teacher leaders) attend training during the summer to gain the skills necessary to lead data-driven discussions and to effectively present techniques for disaggregating student data. Then, during the pre-planning week, training on analysis of student achievement data and school-based data is provided to teachers at each school site. Leadership teams and Grade level teams and subject areas review disaggregated student data and identify strengths and weaknesses during regularly scheduled data meetings. Teachers develop their Individual Professional Development Plans (IPDPs) based on the students in their respective classrooms. Additionally, teachers review the goals and objectives on the School Improvement Plan (SIP) and discuss the implementation of professional development activities to meet the goals. These discussions improve the validity and usefulness of the IPDPs as teachers work together to plan for their own professional development, leading to higher student achievement.

Meet the Requirements of Section 1119

16. Describe the activities the LEA will implement to meet the requirements of section 1119. Title I, Part A, Qualifications for Teachers and Paraprofessionals [Section 2122 (b)(10)].

Response: Funds provided ensure that SDIRC instructional personnel, including paraprofessionals, teachers and principals receive high quality professional development opportunities in order to become Highly Qualified according to state and federal standards. Professional development activities provided to meet this demand include, but are not limited to coaching and mentoring on subject matter and curricular topics, workshops based on content area skills and knowledge and certification test preparation courses. Paraprofessional training and teacher training under the Alternative Certification Program are additional programs designed to meet the requirements of section 1119.

Support Reading Initiatives

17. Describe how the activities in this project will support the reading initiative and are consistent with the *Reading Program Specifications for the Just Read, Florida!* Program which can be found at <http://www.justreadflorida.com>.

Response: Student Achievement is the first and foremost priority of the School District of Indian River County. More specifically, SDIRC supports reading as the foundation of student achievement. Therefore, at least 10% of the Title II, Part A allocation will be used to support the reading initiative consistent with the Just Read, Florida Program Specifications. Reading Consultants from within the district facilitate the reading professional development programs. The LEA will focus staff development activities on teachers of secondary students (grades 8-10) that are not achieving at Level 3 or above in Reading. The LEA continuously monitors student achievement(benchmark) data to ensure that staff development activities are focused on the areas in which these students are struggling. Support for the reading initiative will be in the form of professional development programs which meet the following specifications:

1.1 A high-quality reading program has professional development that provides all educational stakeholders with the essential knowledge to teach all students to read proficiently.

1.2 Professional development in the area of reading is both comprehensive in nature and grounded in scientifically based reading research that impacts the quality of practice.

1.3 Professional development in the area of reading is provided for everyone who affects student learning.

1.4 Professional development in the area of reading that is frequent and continuous is provided for everyone who affects student learning; it contains follow-up support that focuses on both expansion of reading knowledge in the latest scientifically based reading research and the delivery of high-quality reading instruction.

1.5 Professional development provides teachers with the knowledge and skills to impact change. Teachers learn to identify, diagnose, and prescribe solutions for the reading challenges and difficulties of individuals or groups of students.

1.6 Professional development includes school-site expertise for ongoing instructional support as part of continuous training.

Dissemination and Marketing

18. Describe how information about the programs in this application will be disseminated and marketed to appropriate populations.

Response: SDIRC district offices and schools will coordinate strategies to keep parents apprised of their child's progress as well as programmatic changes and outcomes. The district will report outcomes to parents, school staff, and the community through a variety of methods, letters, websites, telephone calls, home visits, parent meetings; Student Intervention team meetings, newsletters and electronic media. Each federal program administrator will ensure that all information is communicated to parents who are directly impacted by individual project activities. All communication will be in a language and form parents can understand, unless clearly not feasible, including parents of ELL students. In addition, the district keeps a database of employees who are fluent in other languages and can be accessed for help when needed in communicating with parents. Parents of students receiving special services such as SES will receive additional reports of their children's progress in that area. The district will provide overall program information to the community in a timely manner. Information is also distributed through the district web site and television station. Information on the district web site is translated, unless clearly not feasible. The means of communication listed ensure that stakeholders other than parents can keep up-to-date with outcomes and other information related to NCLB programs. The frequency of communication varies according to the urgency of the information being communicated, the intended audience, and the means of communication. For example, student progress reports go home twice each grading period or more frequently depending on the student's needs, while FCAT results are reported to stakeholders annually. The district's website is updated daily, and newspaper reports can be run on short notice any time information needs to be communicated to the entire community. Methods of reporting outcomes include, but are not limited to the following:

- Program newsletters- Monthly or frequency of communication varies according to the urgency of the information being communicated,
- ConnectEd – Automated calling system (English/Spanish) - The frequency of communication varies according to the urgency of the information being communicated,
- Press releases to local media (newspapers, radio, and television)-The frequency of communication varies according to the urgency of the information being communicated,
- District Newsletter (Community Connection) available in print and on district website. Quarterly
- Articles in district newsletters-The frequency of communication varies


according to the urgency of the information being communicated,

- Flyers, program notifications, brochures-The frequency of communication varies according to the urgency of the information being communicated.
- School newsletters Weekly-The frequency of communication varies according to the urgency of the information being communicated,
- Program announcements distributed to churches, community agencies, and community organizations-The frequency of communication varies according to the urgency of the information being communicated,
- Annual reports (District Report Card, Fiscal Reports) distributed to schools annually
- E-Semler – Student/Parent Portal, a web-based grade book and attendance software designed to replace traditional grade books with software that manages student information and assessment
- District’s websites-The district website is updated daily
- Educational TV and radio programming-The frequency of communication varies according to the urgency of the information being communicated
- SPAR Report Annually
- PTA Newsletter Monthly or The frequency of communication varies according to the urgency of the information being communicated

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FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION

TAPS Number
12B028

Please return to: Florida Department of Education Office of Grants Management Room Turlington Building 325 West Gaines Street Suite 332 Tallahassee, Florida 32399-0400 Telephone: (850) Suncom:	A) Program Name: <p style="text-align: center;">2011-2012 21st Century Community Learning Centers (CCLC) Request For Application (RFA)</p> Program Name: Project SAFE	DOE USE ONLY Date Received
B) Name and Address of Eligible Applicant:		Project Number (DOE Assigned)
C) Total Funds Requested: <p style="text-align: center;">\$ 428,342.00</p> <hr style="width: 50%; margin: auto;"/> <p style="text-align: center;">DOE USE ONLY</p> Total Approved Project: \$	D) Applicant Contact Information	
		Contact Name: Alice Blanco
		Mailing Address: 1990 25th Street, Vero Beach, FL 32960
		Telephone Number: 772-564-3093
		SunCom Number:
		Fax Number: 772-564-3077
		E-mail Address: alice.blanco@indianriverschools.org
CERTIFICATION		
<p>I, Frances J. Adams (<i>Please Type Name</i>) do hereby certify that all facts, figures, and representations made in this application are true, correct, and consistent with the statement of general assurances and specific programmatic assurances for this project. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.</p> <p>Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.</p>		
E)	 Signature of Agency Head	



1. Project Abstract/Summary

The intent of the proposed project, *Student & Family Enrichment- Project SAFE* is to establish, in partnership with the Mardy Fish Foundation, a school-based 21st Century Community Learning Center (21st CCLC) for students and their families at Pelican Island and Glendale Schools. The centers will serve students, many who reside in high poverty neighborhoods. The centers will offer students and their families an easily accessible safe haven where they may participate in activities and events to enhance their knowledge, increase their academic and social skills, and enrich their lives. The centers are a collaborative effort by the school district, the Mardy Fish Foundation and other community agencies.

The school district, as fiscal agent for the project will employ a project coordinator for the 21st CCLC project and a site coordinator for each center. The district will facilitate a 21st CCLC Advisory Board for each center, composed of representatives from collaborating agencies, community members, parents, students and teachers. The committee will work jointly to plan all phases of project implementation and will continually seek new avenues for continued funding. The program will offer enrichment and recreational activities and events for children, youth and adults but will also offer specific activities and events focused on improved student academic performance and attendance, and increased involvement of parents.

Project funds will be used for salaries, services from community agencies, and materials, supplies and transportation for program participants. The 21st CCLC budget request is \$ \$428,342 for the two schools.

The SDIRC partnership with the Mardy Fish Foundation will open doors for families, become cornerstones for communities, and contribute to the academic and social wellbeing of the students; and, thus, improve their potential for future success.

School District of Indian River County

A) Name of Eligible Recipient: _____

TAPS Number

B) _____

Project Number: (DOE USE ONLY)

**FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM**

⁽¹⁾ FUNCTION	⁽²⁾ OBJECT	⁽³⁾ ACCOUNT TITLE AND NARRATIVE	⁽⁴⁾ FTE POSITION	⁽⁵⁾ AMOUNT
9100	110	<p>Salaries: Project Coordinator Oversee the 21st CCLC program at Pelican Island & Glendale Elementary schools, visits 21st CCLC sites, manage 21st CCLC budget and program staff, approves 21st CCLC purchases, coordinate 21st CCLC professional development & field trips, oversee 21st CCLC data collection, analysis and reporting. This is a 12-month position. The salary is based on the approved salary schedule with 5 years experience. The salary will be divided equally among 24 pay periods.</p> <p><i>\$1,528.21 x 24 pay periods x 100% = \$36,677</i></p>	1.0	36,677
9100	130	<p>Salaries: Site Coordinators – 1 at each site Coordinate & oversee daily operation of the 21st CCLC programs at Pelican Island & Glendale: ensures collection of 21st CCLC data, completes reports, monitors instruction of 21st CCLC participants, field trips experiences, snacks, participates in planning meetings and ensures services are delivered with fidelity to families of active 21st CCLC students.</p> <p><i>2 Coordinators x \$20 per hr x 3 hrs/day x 180 days = \$21,600</i></p>		21,600
9100	160	<p>Salaries: Clerical/Data Clerk (2) Assist site coordinator with data collection and clerical. Collect daily attendance and input information during the 21st CCLC after school program, maintain 21st CCLC program and student files, complete all 21st CCLC data and reports, Assist with sign-in/out activities when needed.</p> <p><i>2 clerks x \$15/hr x 1 hr/day x 180 days = \$5,400</i> (20% Administration; 80% Evaluation)</p>		5,400

9100	120	<p>Salaries: Teachers Provides direct instruction & assessment to actively participating 21st CCLC students, maintain 21st CCLC program & student documentation, participate in 21st CCLC planning meetings, and supervise 21st CCLC field trip experiences during 21st CCLC program hrs students <i>Pelican Island: 12 teachers x \$20/hour x 2.5hrs/day x 180 days = \$108,000</i> <i>Glendale: 8 teachers x \$20/hour x 2.5hrs/day x 180 days = \$72,000</i></p>	180,000
7800	1010	<p>Salaries: Transportation Dispatchers Provides safety measure and communication between the bus driver and CCLC staff concerning students/parents during evening bus transportation Two (2) dispatchers, 5 hours per week x 30 weeks (\$25 per hour) The hours worked beyond their regular contract.</p>	7,500
9100	210	<p>Fringe Benefits: Retirement Retirement benefits for the positions of Project Coordinator, Site Coordinators, Data Clerk, and Teachers. Calculated as 9.85% of 21st CCLC portion of salaries: <i>\$180,000 x 4.91% = \$10,904</i></p>	10,904
7800	2110	<p>Fringe Benefits: Retirement Retirement benefits for two (2) transportation dispatchers calculated @ 4.91% of 21st CCLC Portion</p>	368
9100	220	<p>Fringe Benefits: FICA FICA benefits for Project Coordinator, Site Coordinators, Data Clerk, and Teachers calculated @ 7.65% of 21st CCLC portion of salaries. <i>\$288,694 x 7.65% = \$18,085</i></p>	18,085
7800	2210	<p>Fringe Benefits: FICA FICA benefits for two (2) transportation dispatchers calculated @ 7.65% of 21st CCLC portion of salaries</p>	574
9100	230	<p>Fringe Benefits: Insurance Group Insurance for 21st CCLC Project Coordinator calculated as a fixed dollar amount equaling \$4,962 per year.</p>	4,962

9100	240	<p>Fringe Benefits: Worker's Compensation Worker's compensation benefits for Project Coordinator, Site Coordinators, Data Clerk, and Teachers calculated at 3% of 21st CCLC portion of salaries.</p> <p><i>\$243,677 x 3% = \$6,197</i></p>	6,197
7800	2400	<p>Fringe Benefits: Worker's Compensation Worker's compensation benefits for two (2) transportation dispatchers calculated @ 3.0% of 21st CCLC portion of salaries</p>	255
9100	311	<p>Contractual Services – Art & Music Services Riverside Children's Theater will provide acting classes and theater production classes, Vero Beach Museum of the Arts will provide art classes, and Indian River County (IRC) Recreational Department will provide crafts. All services will be delivered solely to actively participating 21st CCLC students during 21st CCLC operational hours.</p> <p><i>+\$25 per group x 14 groups x 36 wks for the 2 sites= \$12,600 (allocated at 75% of \$12,600 = \$9,450</i></p>	9,450
9100	311	<p>Contractual Services – Health and Fitness Boys and Girls Club, IRC Health Department, IRC Recreational Department will provide health and fitness services solely to actively participating 21st CCLC students during 21st CCLC operational hours.</p> <p><i>\$25 per group x 14 groups x 36 wks for the 2 sites= \$12,600 (allocated at 75% of \$12,600 = \$9,450</i></p>	9,450
9100	311	<p>Contractual Services – Drug Prevention Boys & Girls Club, Substance Abuse Council will provide drug awareness and prevention classes solely to actively participating 21st CCLC students during 21st CCLC operational hours.</p> <p><i>\$25 per group x 14 groups x 36 wks for the 2 sites= \$12,600 (allocated at 75% of \$12,600 = \$9,450</i></p>	9,450
9100	311	<p>Contractual Services - Character Education Boys and Girls Club, IRC Health Department, IRC Recreational Department will provide character education classes solely to actively participating 21st CCLC students during 21st CCLC operational hours. ..</p> <p><i>\$25 per group x 14 groups x 36 wks for the 2 sites= \$12,600 (allocated at 75% of \$12,600 = \$9,450)</i></p>	9,450

9100	311	<p>Contractual Services – External Evaluator Payments of services provided by external evaluator with knowledge of evaluation requirements of federal programs. Evaluator will base the evaluation on the Principals of Effectiveness. Evaluator will provide formative and summative evaluations and review and validate 21st CCLC data for the 21st CCLC project. Evaluator will conduct at least two site visits per year per site, meet with program staff to assist with evaluation, and prepare reports as required by the 21st CCLC grant. \$2,500 per site = 5,000 <i>(Evaluation \$5,000)</i></p>	4,500
9100	510	<p>Materials & Supplies –Consumables Purchase of necessary items to be used exclusively by actively participating 21st CCLC students at Pelican Island & Glendale during 21st CCLC programming. Items include: paper, paints, pencils, pens, folders, scissors, arts and crafts materials; reading, math, and science manipulatives, recreational items: balls, jump ropes, heart rate monitors and batteries. Cost estimated @ \$19.85 per student for 277 students = \$5,500</p>	5,500
9100	510	<p>Materials & Supplies –Curriculum Curriculum for the exclusive use of actively participating 21st CCLC students during 21st CCLC programming such as Harcourt Extensions, NSF Science Curriculum, Great Source, Project Learn, Power Hour Curriculum, Project Graduation Curriculum, Partners in Print. Cost estimated @ \$26.38 per student for 277 students = \$7,310</p>	7,310
6400	330	<p>Staff Training: Mandated 21st CCLC Annual Conference Travel expenditures for six (6) active 21st CCLC staff to attend the mandatory 21st CCLC statewide conference. Conferences will provide an opportunity for active 21st CCLC staff to learn effective strategies and best practices to be implemented in the 21st CCLC program.</p> <p><i>Lodging: \$145/night x 3 nights x 6 staff = 2,610</i> <i>Meals/Per Diem: \$31 per day x 3 days x 6 staff = \$558</i> <i>Transportation/Mileage: 0.445 per mile/\$110 per trip x 6 staff = \$660</i> <i>Registration Fees: \$300 per staff x 6 = \$1,800</i></p>	5,628
N/A	N/A	<p>Facility Usage Facility usage at \$25 per classroom per hour x 12.5 hrs per week x 36 weeks x 24 classrooms = \$270,000 (in-kind School District of Indian River County)</p>	In Kind

7800	790	<p>Transportation</p> <p>Transportation provided for actively participating 21st CCLC students from the 21st CCLC after school sites to the student's home on a daily basis. Due to the high poverty rate of these sites it is estimated that the majority of participants will require student transportation. Cost based on district estimation of transportation cost at \$237.84 per student per project year. \$237.84 x 277 students = \$65,882</p>	50,000
7800	790	<p>Field Trip Transportation</p> <p>Transportation of actively participating 21st CCLC students to and from field trips. Program has planned for 11 field trips (5 for Glendale & 6 for Pelican Island) to the following sites: Riverside Children's Theater, Harbor Branch Oceanographic Institute, Vero Beach Museum of the Arts, Environmental Center, Brevard Zoo. Admission fees and other field trip costs solely for actively participating 21st CCLC students. Field trips will clearly support the approved goals and objectives of the 21st CCLC program, and all trips will be based upon established educational curriculum. All field trip expenditures will follow applicable federal, state, and local rules and regulations governing field trips. Tickets will be purchased from educational centers of the field trip locations and will include the available educational components and lesson plans. Cost calculated at the district field trip cost of \$350 per trip x 11 trips.</p>	3,850
7200	790	<p>Indirect Cost</p> <p>Calculated at 5.59%, which is the FLDOE approved rate. There are no expenses in the Object Code 600 series or any contracted services that would impact the base for Indirect Cost calculations. The amount of Indirect Cost has been reduced to allow the program the use of a clerical staff with administrative duties. (<i>Administrative</i>)</p>	22,676
C) TOTAL			428,342

School District of Indian River County

A) Name of Eligible Recipient:

B)

TAPS Number
12B028

Project Number: **(DOE USE ONLY)**

**FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM**

<i>(1)</i> FUNCTION	<i>(2)</i> OBJECT	<i>(3)</i> ACCOUNT TITLE AND NARRATIVE	<i>(4)</i> FTE POSITION	<i>(5)</i> AMOUNT
9100	110	<p>Salaries: Project Coordinator Oversee the 21st CCLC program at Pelican Island & Glendale Elementary schools, visits 21st CCLC sites, manage 21st CCLC budget and program staff, approves 21st CCLC purchases, coordinate 21st CCLC professional development & field trips, oversee 21st CCLC data collection, analysis and reporting. This is a 12-month position. The salary is based on the approved salary schedule with 5 years experience. The salary will be divided equally among 24 pay periods.</p> <p><i>\$1,528.21 x 24 pay periods x 100% = \$36,677</i></p>	1.0	36,677
9100	130	<p>Salaries: Site Coordinators – 1 at each site Coordinate & oversee daily operation of the 21st CCLC programs at Pelican Island & Glendale: ensures collection of f 21st CCLC data, completes reports, monitors instruction of 21st CCLC participants, field trips experiences, snacks, participates in planning meetings and ensures services are delivered with fidelity to families of active 21st CCLC students.</p> <p><i>2 Coordinators x \$20 per hr x 3 hrs/day x 180 days = \$21,600</i></p>		21,600
9100	160	<p>Salaries: Clerical/Data Clerk (2) Assist site coordinator with data collection and clerical. Collect daily attendance and input information during the 21st CCLC after school program, maintain 21st CCLC program and student files, complete all 21st CCLC data and reports, Assist with sign-in/out activities when needed.</p> <p><i>2 clerks x \$15/hr x 1 hr/day x 180 days = \$5,400</i> (20% Administration; 80% Evaluation)</p>		5,400

9100	120	<p>Salaries: Teachers Provides direct instruction & assessment to actively participating 21st CCLC students, maintain 21st CCLC program & student documentation, participate in 21st CCLC planning meetings, and supervise 21st CCLC field trip experiences during 21st CCLC program hrs students <i>Pelican Island: 12 teachers x \$20/hour x 2.5hrs/day x 180 days = \$108,000</i> <i>Glendale: 8 teachers x \$20/hour x 2.5hrs/day x 180 days = \$72,000</i></p>	180,000
7800	1010	<p>Salaries: Transportation Dispatchers Provides safety measure and communication between the bus driver and CCLC staff concerning students/parents during evening bus transportation Two (2) dispatchers, 5 hours per week x 30 weeks (\$25 per hour) The hours worked beyond their regular contract.</p>	7,500
9100	210	<p>Fringe Benefits: Retirement Retirement benefits for the positions of Project Coordinator, Site Coordinators, Data Clerk, and Teachers. Calculated as 9.85% of 21st CCLC portion of salaries: <i>\$180,000 x 4.91% = \$10,904</i></p>	10,904
7800	2110	<p>Fringe Benefits: Retirement Retirement benefits for two (2) transportation dispatchers calculated @ 4.91% of 21st CCLC Portion</p>	368
9100	220	<p>Fringe Benefits: FICA FICA benefits for Project Coordinator, Site Coordinators, Data Clerk, and Teachers calculated @ 7.65% of 21st CCLC portion of salaries. <i>\$288,694 x 7.65% = \$18,085</i></p>	18,085
7800	2210	<p>Fringe Benefits: FICA FICA benefits for two (2) transportation dispatchers calculated @ 7.65% of 21st CCLC portion of salaries</p>	574
9100	230	<p>Fringe Benefits: Insurance Group Insurance for 21st CCLC Project Coordinator calculated as a fixed dollar amount equaling \$4,962 per year.</p>	4,962

9100	240	<p>Fringe Benefits: Worker's Compensation Worker's compensation benefits for Project Coordinator, Site Coordinators, Data Clerk, and Teachers calculated at 3% of 21st CCLC portion of salaries.</p> <p><i>\$243,677 x 3% = \$6,197</i></p>	6,197
7800	2400	<p>Fringe Benefits: Worker's Compensation Worker's compensation benefits for two (2) transportation dispatchers calculated @ 3.0% of 21st CCLC portion of salaries</p>	255
9100	311	<p>Contractual Services – Art & Music Services Riverside Children's Theater will provide acting classes and theater production classes, Vero Beach Museum of the Arts will provide art classes, and Indian River County (IRC) Recreational Department will provide crafts. All services will be delivered solely to actively participating 21st CCLC students during 21st CCLC operational hours.</p> <p><i>+\$25 per group x 14 groups x 36 wks for the 2 sites= \$12,600 (allocated at 75% of \$12,600 = \$9,450</i></p>	9,450
9100	311	<p>Contractual Services – Health and Fitness Boys and Girls Club, IRC Health Department, IRC Recreational Department will provide health and fitness services solely to actively participating 21st CCLC students during 21st CCLC operational hours.</p> <p><i>\$25 per group x 14 groups x 36 wks for the 2 sites= \$12,600 (allocated at 75% of \$12,600 = \$9,450</i></p>	9,450
9100	311	<p>Contractual Services – Drug Prevention Boys & Girls Club, Substance Abuse Council will provide drug awareness and prevention classes solely to actively participating 21st CCLC students during 21st CCLC operational hours.</p> <p><i>\$25 per group x 14 groups x 36 wks for the 2 sites= \$12,600 (allocated at 75% of \$12,600 = \$9,450</i></p>	9,450
9100	311	<p>Contractual Services - Character Education Boys and Girls Club, IRC Health Department, IRC Recreational Department will provide character education classes solely to actively participating 21st CCLC students during 21st CCLC operational hours. ..</p> <p><i>\$25 per group x 14 groups x 36 wks for the 2 sites= \$12,600 (allocated at 75% of \$12,600 = \$9,450)</i></p>	9,450

9100	311	<p>Contractual Services – External Evaluator Payments of services provided by external evaluator with knowledge of evaluation requirements of federal programs. Evaluator will base the evaluation on the Principals of Effectiveness. Evaluator will provide formative and summative evaluations and review and validate 21st CCLC data for the 21st CCLC project. Evaluator will conduct at least two site visits per year per site, meet with program staff to assist with evaluation, and prepare reports as required by the 21st CCLC grant. \$2,500 per site = 5,000 <i>(Evaluation \$5,000)</i></p>	4,500
9100	510	<p>Materials & Supplies –Consumables Purchase of necessary items to be used exclusively by actively participating 21st CCLC students at Pelican Island & Glendale during 21st CCLC programming. Items include: paper, paints, pencils, pens, folders, scissors, arts and crafts materials; reading, math, and science manipulatives, recreational items: balls, jump ropes, heart rate monitors and batteries. Cost estimated @ \$19.85 per student for 277 students = \$5,500</p>	5,500
9100	510	<p>Materials & Supplies –Curriculum Curriculum for the exclusive use of actively participating 21st CCLC students during 21st CCLC programming such as Harcourt Extensions, NSF Science Curriculum, Great Source, Project Learn, Power Hour Curriculum, Project Graduation Curriculum, Partners in Print. Cost estimated @ \$26.38 per student for 277 students = \$7,310</p>	7,310
6400	330	<p>Staff Training: Mandated 21st CCLC Annual Conference Travel expenditures for six (6) active 21st CCLC staff to attend the mandatory 21st CCLC statewide conference. Conferences will provide an opportunity for active 21st CCLC staff to learn effective strategies and best practices to be implemented in the 21st CCLC program.</p> <p><i>Lodging: \$145/night x 3 nights x 6 staff = 2,610</i> <i>Meals/Per Diem: \$31 per day x 3 days x 6 staff = \$558</i> <i>Transportation/Mileage: 0.445 per mile/\$110 per trip x 6 staff = \$660</i> <i>Registration Fees: \$300 per staff x 6 = \$1,800</i></p>	5,628
N/A	N/A	<p>Facility Usage Facility usage at \$25 per classroom per hour x 12.5 hrs per week x 36 weeks x 24 classrooms = \$270,000 (in-kind School District of Indian River County)</p>	In Kind

7800	790	<p>Transportation</p> <p>Transportation provided for actively participating 21st CCLC students from the 21st CCLC after school sites to the student's home on a daily basis. Due to the high poverty rate of these sites it is estimated that the majority of participants will require student transportation. Cost based on district estimation of transportation cost at \$237.84 per student per project year. \$237.84 x 277 students = \$65,882</p>	50,000
7800	790	<p>Field Trip Transportation</p> <p>Transportation of actively participating 21st CCLC students to and from field trips. Program has planned for 11 field trips (5 for Glendale & 6 for Pelican Island) to the following sites: Riverside Children's Theater, Harbor Branch Oceanographic Institute, Vero Beach Museum of the Arts, Environmental Center, Brevard Zoo. Admission fees and other field trip costs solely for actively participating 21st CCLC students. Field trips will clearly support the approved goals and objectives of the 21st CCLC program, and all trips will be based upon established educational curriculum. All field trip expenditures will follow applicable federal, state, and local rules and regulations governing field trips. Tickets will be purchased from educational centers of the field trip locations and will include the available educational components and lesson plans. Cost calculated at the district field trip cost of \$350 per trip x 11 trips.</p>	3,850
7200	790	<p>Indirect Cost</p> <p>Calculated at 5.59%, which is the FLDOE approved rate. There are no expenses in the Object Code 600 series or any contracted services that would impact the base for Indirect Cost calculations. The amount of Indirect Cost has been reduced to allow the program the use of a clerical staff with administrative duties. (<i>Administrative</i>)</p>	22,676
C) TOTAL			428,342

**Florida 21st Century Community Learning Center (21st CCLC)
Statement of Assurance for Evaluation Data**

While the 21st CCLC grant may include five years of subsequent funding, the years following the initial year are dependent upon the evaluation of data supporting successful program implementation aligned with the components of the Request for Proposal (RFP) and Request for Application (RFA) submitted.

I understand that I must submit the Objective and Performance Indicator data to the Florida Dept of Education, Profile and Performance Information Collection System data (PPICS) and Year End Progress Report to the Florida Dept of Education as required and outlined in the RFP/RFA.

I understand that if evaluation data does not support program progress as required, the Florida Dept of Education may reduce and/or terminate future funding.

Frances J. Adams

Print Name


Signature of Authorized Certifying Official Title

School District of Indian River County

Applicant Organization

7/6/11
Date

21st CCLC Program Assurances

Project Deliverables

All sub-grantees (Cash Advanced and Performance-Based) must collect and keep on file all the required deliverables for each performance period.

Academic Focus

All 21st CCLC programs are required to operate in a manner that will maximize the program's impact on the academic performance of participating students. Programs should **provide a breadth of activities and services that offer opportunities** for students to learn new skills, develop creative ways to approach challenges, and achieve academic success. Lesson plans for academic enrichment activities will be required as part of the deliverables.

Supplement, Not Supplant

Any agency receiving 21st CCLC funds will use the funds to supplement, and not supplant, other federal, state, and local public funds expended to provide programs and activities authorized under this part and other similar programs. Documentation of support from partners (21st CCLC Partner's Table) will be required as part of the deliverables.

Facilities

21st CCLC programs are not required to operate in a public school. However, if an alternative facility is proposed, it must be as available and accessible to participants as the students' local school. The facility must have sufficient resources to provide all proposed and required activities, such as a computer lab, library, eating facility, safe recreational area, and study area. The program must maintain equipment, security, resources, and a clear strategy for the safe transportation of students to and from the center and home. The program will take place in a safe and easily accessible facility.

Supplemental Meals

The program must offer nutritious snacks and/or meals that meet the requirements of the United States Department of Agriculture (USDA) guidelines for afterschool snacks and summer meal supplements. Depending on when the 21st CCLC program operates, a supplemental snack and/or meal must be offered to each student, each day. Funding for snacks and meals cannot be drawn from 21st CCLC funds and must come from other resources. Students shall **not** be charged for costs associated with supplemental snacks and meals. Documentation of meeting supplemental snack/meal requirements will be required as part of the deliverables.

The program must provide supplemental meals when program is open as follows:

- Afterschool (daily, nutritious snack)
- Before school (daily, nutritious breakfast)
- Non-school days (daily, nutritious breakfast, lunch and/or snack, depending on operation)
- *Food Research and Action Center:*
<http://frac.org/afterschool/snacks.html>

Students with Special Needs

In accordance with state and federal laws, children with special needs must be afforded the same opportunities as children in the general population. Students with special needs include those who may be identified as limited English proficient (LEP); homeless; migrant; or with physical, developmental, psychological, sensory or learning disabilities that result in significant difficulties in communication, self-care, attention or behavior, and are in need of more structured, intense supervision. Children with special needs **shall not** be excluded from the 21st CCLC program, regardless of the level or severity of need, provided that they can be safely accommodated. Description of services to students with special needs will be required as part of the deliverables.

- *Title X, Part C: Homeless Education Program:* <http://www.fl DOE.org/bsa/title1/titlex.asp>
- *Council for Exceptional Children:* <http://www.cec.sped.org>
- *Bureau of Exceptional Education and Student Services:* <http://www.fl DOE.org/ese>

Professional Development

Each program must have a professional development plan that is responsive to the needs of its staff, and identifies the program plans for professional development for staff delivering program activities. Conferences and trainings must be linked to the 21st CCLC funding purpose as outlined in the application. 21st CCLC orientation/professional development and evidence of staff training will be required as part of the deliverables.

Equitable Services for Private School Participation

In accordance with P.L. 107-110, No Child Left Behind (NCLB) Title IX, Part E Uniform Provisions, Subpart 1, Section 9501, the applicant must complete the *Private School Assurance* form indicating how they have and will continue to ensure timely and meaningful consultation for equitable services to private school children and teachers within the local education agency(ies) (LEA) service areas. Documentation supporting private school consultation will be requested as part of the deliverables.

- *For details, refer to:* <http://www.ed.gov/policy/elsec/leg/esea02/pg111.html>

Collaboration with Schools

Adequate communication between the 21st CCLC program staff and the students' regular-day teachers, school administrators, and family members is critical to ensure student needs are addressed in the 21st CCLC program. Each program must develop a written communication plan to identify how these groups will share information about the needs and performance of 21st CCLC students. Communication plans must include how the regular school lessons will be identified and reinforced during the 21st CCLC program. The program must be developed and carried out in active collaboration with the schools attended by participating students. Letters of program support from target school principals, and documentation of communication plan and implementation will be required as part of the deliverables.

21st CCLC Advisory Board

21st CCLC grantees are required to establish a local 21st CCLC Advisory Board comprised of students, teachers, parents, and members of community agencies and businesses. Sub-grantees are required to retain documentation of board meetings, such as minutes and attendance lists. Advisory meetings should consider such topics as: program needs and

concerns, operations, and sustainability. It is suggested that the approximate size should be 10 to 15 members, which must include **at least two parents and two students**. Documentation supporting 21st CCLC advisory board meetings will be required as part of the deliverables.

Notice of intent to submit an application

The community was given notice of intent to submit an application, and that the application and waiver request(s), will be available for public review after submission of the application.

State, local, and/or other non-federal funds

Funds under this part will be used to increase the level of State, local, and/or other non-federal funds that would, in the absence of funds under this part, be made available for programs and activities authorized under this part, and in no case supplant Federal, State, local, or non-Federal funds.

Property under the 21st CCLC

Property acquired (e.g., computers, classroom desks and tables) under the 21st Century Community Learning Centers program will remain within the appropriate facility for continued use in the 21st CCLC program after the funding period has expired. If the 21st CCLC program at the facility(ies) is not maintained after federal funding expires, all equipment will be used and/or distributed in accordance with 34 CFR, Parts 74 & 80;

The fiscal agent will adopt and use proper methods of administering each program, including:

- The enforcement of any obligations imposed on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and
- The correction of deficiencies in program operations that are identified through audits, monitoring, evaluation and/or technical assistance.

Funding Request

The program will provide services to the proposed number of students on a daily basis, as proposed on the Funding Request Guide, the Site Budget Worksheet, the Title I School Table, and/or the Grant Narrative Text (whichever is greater);

The program understands and agrees that the Florida Dept of Education, regardless of the originally approved amount, has the authority to equitably reduce the amount of funding for failing to meet daily student attendance numbers, amount of operation, and/or activities;

The grantee understands that the FLDOE has established risk thresholds based upon proposed levels of operation and daily student attendance, and that failure to operate at the proposed levels will result in a reduction of 21st CCLC funding for subsequent years of operation based upon the established funding equation under which this grant is funded;

The new 21st CCLC program will be operational within **30 calendar days** of receiving the DOE 200 award notification or within **3 weeks** from the first day of school, whichever is later;

The continuation 21st CCLC program will be operational within **21 calendar days** from the first day of school.

Monitoring and Evaluation Activities

The grantee agrees to fully cooperate with all monitoring, audit, evaluation, and reporting requirements established by the FDOE and/or authorized representatives;

The grantee agrees to participate in all statewide evaluation activities (e.g., cooperate with site-visits, responding to data requests, submitting accurate data);

The program will submit all required data and reports, as required and/or requested, to the State of Florida and U.S. Department of Education;

The program understands that the summative evaluation report is required of all 21st CCLC programs, that this report will be compared to all data submitted to the Florida Department of Education (FDOE) and United States Department of Education, that this report may be used to determine continuation of funding, and that adequate progress has been defined as achieving 85% of approved objectives.

Suspension of the Grant

The Florida Dept of Education may suspense or terminate the grant with 30 days notice, in whole or in part, if federal funds supporting the grant are reduced or withdrawn, or for nonperformance by the grantee at any time during the term of the grant; and;

The Florida Dept of Education and the grantee may suspense or terminate the agreement, in whole or in part, upon mutual agreement.

The undersigned hereby assures and agrees that, in accordance with statues and regulations, the funded proposal shall comply with the program assurances listed above. In addition, we have read, understand, and fully accept the rules, requirements, and expectations contained in the Request for Proposal (RFP) / Request for Application (RFA) and the RFP/RFA Supplement.

Frances J. Adams
Print Name



Signature of Authorized Certifying Official Title

School District of Indian River County
Applicant Organization

7/6/11
Date

**Section D - General Assurances, Terms, and Conditions
for Participation in Federal and State Programs**

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General Assurances, Terms, and Conditions for Participation in Federal and State Programs

The Department of Education has developed a "General Assurances" document that must be signed by all agencies and organizations that receive federal or state funds. This is required by:

- 34 CFR 76.301 of the Education Department General Administrative Regulations (EDGAR), which requires a general application of Sub-grantees/Recipients for participation in federal programs funded by the U.S. Department of Education.
- Applicable regulations of other federal agencies.
- State laws and regulations pertaining to the expenditure of state funds.

**General Assurances for Participation
in Federal and State Programs**

**Implemented by the Florida Department of Education under the Provisions of the Education Department
General Administrative Regulations (EDGAR)
of the United States Department of Education**

Return to:

Florida Department of Education
Comptroller's Office
325 West Gaines Street
914 Turlington Building
Tallahassee, Florida 32399-0400

**Florida Department of Education
General Assurances for Participation in Federal and State Programs**

Authority for Data Collection: 20 USC 1232(e).

Planned Use of Data: The requirements established in United States Code Annotated, Title 20, Education, Chapter 31; Subchapter III, Section 1232(e), stipulate that “[e]ach local education agency which participates in an applicable program under which federal funds are made available to such agency through a state agency shall submit, to such an agency, a general application containing the assurances set forth in subsection (b).” The application shall cover the participation by the local education agency in all federal programs administered by the U.S. Department of Education.

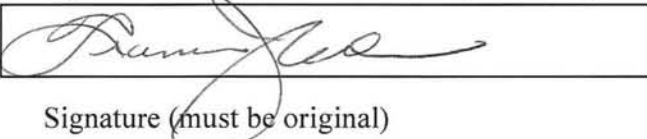
Instructions: These general assurances will be in effect for the duration of participation in federal and state programs or until such time as the requirements change. The Superintendent or other authorized officer must sign the certification and return it to the address below. Payment for project awards and contracts cannot be made by this agency until the general application is received. For further information, contact the Florida Department of Education, Comptroller’s Office, at (850) 245-0401, Suncom 205-0401.

Certification:

I, the undersigned authorized official for the named agency of the State of Florida, hereby apply for participation in federally funded and state funded education programs.

School District of Indian River County	31	Frances J. Adams
Typed Agency Name	Agency Number	Typed Name and Title of Authorized Official (Agency Head)

I certify that the agency will adhere to each of the assurances contained in this set of General Assurances for Participation in Federal and State Programs as applicable to the project(s) for which this agency is responsible..

	7/6/11	772-564-3150
Signature (must be original)	Date	Area Code / Telephone Number

Return original to:

Florida Department of Education
Comptroller’s Office
Room 914
Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400

July 2005

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General Assurances

Assurance is hereby given that to the extent applicable:

- The recipient will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications.
- The control of funds provided to the recipient under each program and title to property acquired with those funds will be in a public agency and a public agency will administer those funds and property.
- The recipient will use fiscal control and fund accounting procedures that will ensure proper disbursement of and accounting for federal and state funds paid to that agency under each program.
- The recipient will make reports to the Florida Department of Education and to the U.S. Department of Education as may reasonably be required, and the recipient will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
- The recipient will provide reasonable opportunities for systematic consultation with and participation of teachers, parents, and other interested agencies, organizations, and individuals, including education-related community groups and non-profit organizations in the planning for and operation of each program.
- Any application, evaluation, periodic program plan, or report relating to each program will be made readily available to parents and other members of the general public.
- In the case of any project involving construction:
 - The project may not be inconsistent with overall state plans for the construction of school facilities.
 - In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the U.S. Secretary of Education under Section 794 of Title 29 in order to ensure that facilities constructed with the use of federal funds are accessible to and usable by individuals with disabilities.
- The recipient has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects and for adopting, where appropriate, promising educational practices developed through such projects, and such procedures shall ensure compliance with the requirements of the No Child Left Behind Act.
- None of the funds expended under the applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
- The recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- The recipient will initiate and complete the work within the applicable time frame after receipt of approval from the awarding agency.

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- The recipient will comply with all federal statutes relating to nondiscrimination. (These include but are not

limited to Title VI of the Civil Rights Act of 1964 [P.L. 88-352] which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C 1681-1683 and 1685-1686], which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended [29 U.S.C 794], which prohibits discrimination on the basis of handicaps; and the Age Discrimination Act of 1975, as amended [42 U.S.C 6101-6107], which prohibits discrimination on the basis of age.)

- The recipient will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- The recipient will comply with the requirements of the Gun-Free Schools Act of 1994.
- The recipient will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and /or Section 215.97, Florida Statutes, "Florida Single Audit Act," as applicable.
- No federal appropriated funds have been paid or will be paid by or on behalf of the recipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- The recipient certifies that neither it nor its officers is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- The recipient certifies that it will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988.
- The recipient will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing each of these programs.
- The recipient will conduct assessments that are consistent with Section 1111 (b)(3) of the No Child Left Behind Act.
- The recipient will annually assess in English children who have been in the United States for three or more consecutive years and the recipient will annually assess the English proficiency of all limited English proficient children participating in a federally funded program, consistent with Section 1111 (b)(7) of the No Child Left Behind Act.
- After timely and meaningful consultation, the recipient will provide the opportunity for children enrolled in private, nonprofit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)

Terms

Applicant—A school district or other entity seeking a project award from the Florida Department of Education.

Budget—The applicant's financial plan, in terms of accounts and amounts, showing use of funds for carrying out project objectives, services, or activities as found on the budget narrative form (DOE 101) and on other budget documents required by the Florida Department of Education.

Budget Period —The interval of time into which a project period is divided for budgetary purposes.

Capital Outlay—Equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is one year or more (Sections 216.011 and 273.02, Florida Statutes).

Disbursement—Payment made in cash, by check, or via other electronic means.

Equipment—A material item of a nonexpendable nature, such as a built-in facility, a movable or fixed unit of furniture or furnishings, an instrument or apparatus, a machine (including attachments), instructional skill-training device, or a set of small articles whose parts are replaceable or repairable, the whole retaining its identity and utility over a period of time which is characteristic for items of its class.

Monitoring—Florida Department of Education activities to determine that funds are used and programs are operated in accordance with applicable federal and state statutes, rules, and regulations.

More Restrictive Conditions—Special requirements or restrictions imposed on a project recipient as a condition of project approval by the Florida Department of Education.

Obligations—The amounts for orders placed, contracts awarded, services received, or for similar transactions during the stipulated project period, which will require payment during the same or a future period.

Private, Nonprofit Organization—An agency, organization, or institution not under federal or public supervision or control, which is owned by one or more corporations or associations whose net earnings do not benefit and cannot lawfully benefit any private shareholder or entity.

Private, For Profit Organization—An agency, organization, or institution not under federal or public supervision or control, which is owned by one or more individuals, partnerships, corporations, or associations whose net earnings do or can benefit any private shareholder or entity.

Project—The services or activities that an entity agrees to provide for a specified period of time using state or federal funds awarded to a project recipient.

Project Application—An entity's request for a project award under state or federal education programs administered by the Florida Department of Education.

Project Award—The approval of a project and of funding as stated in the project award notification sent to project recipients that specifies the amount of funds awarded, the project period, and any special requirements or restrictions to be imposed by the Florida Department of Education.

Project Period—The length of time for which a project has been authorized.

Project Recipient—The school district, a local education agency (LEA), public agency [including faith-based organizations (FBOs) and community based organizations (CBOs)], or non-public agency that has been awarded a project to provide services or activities described in a project application approved by the Florida Department of Education.

Roll-Forward—Unobligated balances of an award or project that are allowed to be continued in subsequent funding periods.

Supplies—Items of expendable nature that are consumed, worn out, or deteriorated in use or that lose their identity through fabrication or incorporation into a different or more complex unit or substance

Explanation of Grants Management Requirements

The following section elaborates on certain requirements contained in legislation or regulations referred to in the "General Assurances" section. This section also explains the broad requirements that apply to federal program funds.

Accounts and Records

The recipient shall maintain all accounts, records, and other supporting documentation pertaining to all costs incurred and revenues or other applicable credits acquired under each approved project for five years.

Allowable Costs

Expenditures of the recipient may be charged to the project only if they are in payment of an obligation incurred during the project period, conform to the approved project, and comply with minimum requirements of federal and state statutes, rules, and regulations.

Amendments

Unless otherwise stated, all project recipients shall use the project amendment requirements and procedures described in the Project Application and Amendment Procedure for Federal and State Programs Administered by the Florida Department of Education (Green Book), Section B.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented in 34 CFR Part 85, for prospective participants in primary covered transactions, as defined in 34 CFR Part 85, Sections 85.105 and 85.110:

- The applicant certifies that it and its principals

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification.
 - have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Drug-Free Workplace (Grantees Other Than Individual)

As required by the Drug-Free Workplace Act of 1988 and implemented in 34 CFR Part 85, Sections 85.605 and 85.610:

- The applicant certifies that it will continue to provide a drug-free workplace by:
 - Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - Establishing an ongoing drug-free awareness program to inform employees about
 - The dangers of drug abuse in the workplace.
 - The grantee's policy of maintaining a drug-free workplace.
 - Any available drug counseling, rehabilitation, and employee assistance programs.
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - Making it a requirement that each employee engaged in the performance of the project be given a copy of the required statement mentioned above.
 - Notifying the employee in the required statement mentioned above that, as a condition of employment under the project, the employee will
 - abide by the terms of the statement.
 - notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

- Notifying the agency in writing within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. (Employers of convicted employees must provide notice, including position title to:

Director, Grants and Contracts Service
U.S. Department of Education
400 Maryland Avenue, S.W. [Room 3124, GSA – Regional Office Building No. 3]
Washington, D.C. 20202-4571

Notice shall include the identification number[s] of each affected grant.)

- Taking one of the following actions within 30 calendar days of receiving the required notice with respect to any employee who is so convicted.
 - Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- Making a good faith effort to maintain a drug-free workplace through implementation of requirements stated above.

Single Audit Act

- If a recipient expends **state** financial assistance equal to or in excess of \$500,000 in a fiscal year, that recipient is subject to the requirements of the Florida Single Audit Act. (See Appendix.)
- If the recipient expends **federal** financial assistance equal to or in excess of \$500,000 in a fiscal year, the recipient is subject to the requirements of the Federal Single Audit Act.

Gun Possession

As required by Title XIV, Part F, Sec 14601-3 (Gun-Free Schools Act of 1994), of the Improving America's Schools Act:

- the applicant certifies that in compliance with Section 1006.13(2)(a), Florida Statutes, any student who is determined to have brought a firearm, as defined in 18 U.S.C. s. 921, to school, any school function, or on any school-sponsored transportation will be expelled, with or without continuing educational services, from the student's regular school for a period of no less than one full year, and referred for criminal prosecution.
- school boards may assign the student to a disciplinary program or second chance school for the purpose of continuing educational services during the period of expulsion.
- Superintendents may consider the one-year expulsion requirement on a case-by-case basis and request that the school board modify the requirement if determined to be in the best interest of the student and the school system.

Indirect Cost

School District - The Florida Department of Education has been given authority by the U. S. Department of Education to negotiate indirect cost proposals and to approve indirect cost rates for school districts. School districts are not required to develop an indirect cost proposal and, if they fail to do so, they will not be allowed to recover any indirect costs. Amounts from zero to the maximum negotiated rate may be approved for a program or project by the Department of Education Florida. Indirect costs shall only apply to federal projects.

Other Agency - To be allowed to recover indirect costs, agencies other than school districts must furnish to the Florida Department of Education a copy of their current negotiated indirect cost plan that has been approved by the appropriate cognizant agency. Amounts from zero to the maximum negotiated rate may be approved for a program or project by the Department of Education. Indirect costs shall only apply to federal projects.

State Agencies, Universities and Community Colleges - State agencies, state universities, and state community colleges must comply with Section 216.346, Florida Statutes, which states, ". . . in any contract between state agencies, including any contract involving the State University System or the Florida Community College System, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect costs or any other costs not required for the payment of direct costs." If overhead or indirect costs are allowed, it shall only apply to Federal projects.

Restrictions on Indirect Cost—Restrictions to the amount or percentage that can be charged to a project's administration (which includes indirect cost) will be reflected in the approved Project Award notification or amendment where applicable.

Prohibition on Expenditure of Funds for Lobbying

In accordance with Florida Statute 216.347, the disbursement of grants and aids appropriations for lobbying is prohibited. The Florida Department of Education may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The provisions of this section are supplemental to the provisions of s. 11.062, Florida Statute, and any other law prohibiting the use of state funds for lobbying purposes.

As required by Section 1352, Title 31, of the U.S. Code, and implemented in 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined in 34 CFR Parts 82.105 and 82.110, the applicant certifies that:

- no federally appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

General Education Provisions Act (GEPA) Requirements - Section 427

Section 427 of GEPA is intended to ensure that, in designing their projects, grant applicants address equity concerns that might affect the ability of students, teachers, and other program beneficiaries with special needs to participate fully in the proposed project.

Program staff within the granting institution must ensure that information required by Section 427 of GEPA is included in each application that the Department funds. *(There may be a few cases, such as research grants, in which Section 427 may not be applicable because the projects do not have individual project beneficiaries. Contact GPOS staff should you believe a situation of this kind exists.)* In addition, all application packages for discretionary grants and cooperative agreements must include the "Notice To All Applicants"(attached) that explains the requirements of Section 427.

The statute highlights **six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age**. Based on local circumstances, the applicant can determine whether these or other barriers may prevent participants from such access and participation in the federally assisted project, and how the applicant would overcome these barriers.

These descriptions may be provided in a single narrative or, if appropriate, may be described in connection with other related topics in the application. Applicants should be asked to state in the table of contents where this requirement is met.

DOE program staff members are responsible for screening each application to ensure that the requirements of this section are met before making an award. If this condition is not met, after the application has been selected for funding, the program staff should contact the applicant to find out why this information is missing. Documentation should be in the project file indicating that this review was completed before the award was made. See the Education Department General Administrative Regulations (EDGAR), 34 CFR Section 75.231. If an oversight occurred, the program staff may give the applicant another opportunity to satisfy this requirement, but must receive the missing information before making the award.

All applicants for new awards must satisfy this provision to receive funding. Those seeking *continuation* awards do not need to submit information beyond the descriptions included in their original applications. For more information see <http://www.ed.gov/policy/fund/guid/gposbul/gpos10.html> .

More Restrictive Conditions

Project recipients found to be in noncompliance with fund source requirements shall be subject to the imposition of more restrictive conditions.

Obligations by Project Recipients

Obligations will be considered to have been incurred by project recipients on the basis of documentary evidence of binding commitments for the acquisition of goods or property or for the performance of work, except that funds for personal services, for services performed by public utilities, for travel, and for the rental of facilities shall be considered to have been obligated as of the time such services were rendered, such travel was performed, and/or facilities were rented, respectively.

Ownership of Products—Intellectual Property

The ownership of products resulting from a project, which are subject to intellectual property rights, shall remain with the Department unless such ownership is explicitly waived. The following terms and conditions apply to all grants and project recipients, unless explicitly waived:

- With respect to all products created by the grantee for this project, said materials will be the property of the Department.
- To the extent that any product constitutes a “work” within the meaning of U.S. copyright laws, 17 U.S.C.S. 101, et seq., it shall be a “work for hire.” In the event that a court of competent jurisdiction determines that a product or material is not a work for hire as a matter of law, the contractor shall assign and convey to the Department all right, title, and interest in the product or material and require its employees and subcontractors to do the same.
- The grantee agrees that its employees will not assert any ownership of the product produced under the project. The grantee shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure the Department’s rights.
- Any claim by the grantee of ownership of pre-existing copyrights should be explicitly stated in the project documentation.
- The grantee agrees that if it hires any third party to perform any work on the project, the work shall be on a “work for hire” basis and shall not in any way infringe upon the Department’s ownership of the product.
- The grantee agrees not to convey any rights in the product to a third party.
- If the grantee hires a third party to perform any work that involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the grantee and the Department the non-exclusive license to use the product.
- A licensing agreement or other agreement regarding the use of intellectual property developed under the project may be developed between the Department and grantee in order to further the use of the products in the educational community.

Participation of Private School Students and Staff in Federal Grants

Students and staff of nonpublic schools shall be given an opportunity for equitable participation in activities or services conducted by school districts using federal funds. Check for program specific guidelines.

Personnel Costs – Time Distribution

The U.S. Department of Education has approved for use in Florida a substitute system for allocating salaries to federal projects. This substitute system, the Personnel Activity Reporting System (PARS), may be implemented by school districts so long as it is implemented as described in the June, 1996, *Implementation Memorandum and the Personnel Activity Reporting Handbook*. This document is available upon request

from the Comptroller's Office. When school districts choose to use the substitute system (PARS), no variations are allowable without specific authorization from the Florida Department of Education. School districts choosing not to use the approved substitute system must implement a system that meets all of the OMB Circular A-87 standards. School districts choosing to use the DOE substitute system must inform the DOE Florida Comptroller's Office and specify the reporting months.

Protected Prayer in Public Elementary and Secondary Schools

As required in Section 9524 of the Elementary and Secondary Education Act (ESEA) of 1965, as amended by the No Child Left Behind Act of 2001, school districts and other local education agencies must certify annually that they have no policy that prevents or otherwise denies participation in constitutionally protected prayer in public elementary and secondary schools.

Project Effective Dates

For federal programs, funds shall be obligated no earlier than the date the project application was received by the Department in substantially approvable form or the effective date of the federal grant award, whichever is later.

For state programs, funds shall be obligated no earlier than the effective date of the legislative appropriation.

All project award notifications reflect the beginning and ending date of the project period and the date for submission of the final expenditure report. All conditions stated in the award notification are considered binding on the project recipient.

Property

Property purchased, in whole or in part, with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules, and regulations, as follows.

Disposition of Equipment

EDGAR 80.32(e) states that when original or replacement equipment acquired under a grant or sub-grant is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:

- Items of equipment with a current per unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency. Income received from these sales will not be reported to the Florida Department of Education.
- Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- In cases where a grantee or sub-grantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or sub-grantee to take excess and disposition actions.

The Florida Department of Education's policy concerning proceeds received from the sale of property with a current per unit fair market value over \$5,000 is that the net amount received from such sales will remain at the

sub-grantee level to be used in the same ongoing program. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income should be amended into a current year's project in which the sale occurred. It should then be reported on line 11 of the Project Disbursement Report (form DOE-399, 499 or 599) as a total for the fiscal year in which the sale(s) occurred. This identification of income is necessary to meet reporting requirements of the United States Department of Education. Complete documentation for this type of income and expenditures should be maintained for monitoring and auditing purposes. Income from the sale of this type property should be recorded in the agency's special revenue account as other income and identified as such for the federal cash advance reconciliation at the end of each fiscal year. If the agency is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the Florida Department of Education to be forwarded to the United States Department of Education.

Disposition of Real Property

Disposition of real property will be handled on an individual basis in accordance with EDGAR 80.31(c)(1)(2)(3). The local educational agency will also coordinate real property dispositions with the Program Coordinator responsible for the particular project or program from which the real property was purchased. Property purchased entirely with state funds shall meet the minimum requirements of the Auditor General as defined in the County and District Tangible Personal Property publication in addition to local procedures.

Purchasing

Recipients may use their own procurement policies provided that they meet the minimum requirements of federal and state statutes, rules, and regulations.

Reporting Requirements—Financial Disbursements

Federal project recipients on cash advance are required to report disbursements using the On-Line Disbursement Reporting Application and by submitting a Project Budget Summary and Disbursement Report (DOE-399, 499 or 599) annually for each active project. These reports are to be received in the DOE Comptroller's Office by the 20th of the month succeeding the final month in which the disbursements were made. Failure to submit these reports in a timely manner may result in a decrease or possible delay in the monthly cash advance or possible loss of funds. Other federal project recipients are required to report in accordance with instructions stated in the project award notification. State project recipients shall submit reports as required by the Florida Department of Education.

Audit reports shall be sent in accordance with s. 215.97, F. S., to:

The Florida Department of Education
Comptroller's Office
325 W. Gaines Street, Suite 914
Tallahassee, Florida 32399-0400

Supplement, Not Supplant

In accordance with program-specific authorizing laws and regulations implementing those laws, federal funds must generally be used to increase to the extent practical the level of nonfederal funds that would be available in the absence of federal funds, and in no case to replace these nonfederal funds.

The Stevens' Amendment

All federally funded projects must comply with The Stevens' Amendment of the Department of Defense Appropriation Act, found in Section 8136, which provides:

When issuing statements, press releases, request for proposals, bid solicitations, and other documents describing this project, the recipient shall clearly state: (1) the dollar amount of federal funds for the project; (2) the percentages of the total cost of the project that will be financed with federal funds, and (3) the percentage and dollar amount of the total cost of the project that will be financed by nongovernmental sources.

Travel

All travel performed in connection with approved project activities must be in compliance with Section 112.061, Florida Statutes, which covers per diem and travel expenses, and the procedures for sub-grantees (see Section H on Travel).

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AFFILIATION AGREEMENT

This affiliation agreement ("Agreement") is made and entered into between School Board of Indian River County ("School"), and Indian River Memorial Hospital Inc. ("Hospital")

RECITALS:

- A. School offers degree and certificate programs to students enrolled in the Allied Health Professions Program as described in Exhibit A.
- B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of Florida.
- C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.
- D. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

In consideration of mutual promises contained herein, the parties hereby agree as follows:

1) RESPONSIBILITIES OF SCHOOL

- a) **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program") which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not limited to, the following (i) orientation of students to the clinical experiences at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital's Quality Assurance and related programs; and (vii) performance of such other duties as may time to time be agreed to between School and Hospital. All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

- b) **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit B, and a Statement of Confidentiality in the form attached hereto as Exhibit C.
- c) **Health of Program Participants.** School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). School and/or Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. However Hospital shall provide emergency outpatient treatment in case of accident or illness. Hospital is not financially responsible for said medical treatment.
- d) **Dress Code; Meals.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participant shall pay for their own meals at Hospital.
- e) **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operations of Hospital or the performance of services therein.
- f) **OSHA compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should

participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

- g) **Background Verifications.** School acknowledges each Program Participant shall be required to submit to a complete background check as a condition of participation in the Program. School shall provide Hospital with a description of its background investigation processes, shall attest to Hospital School has completed a background check for each Program Participant in the form attached hereto as Exhibit D, and disclosed to Hospital any positive findings for a Program participant to the extent permitted by law and shall require students to provide the Hospital or its designee access to their background screening results upon reasonable notice. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable background.
- h) **Drug Screens.** Drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

2) Responsibilities of Hospital

- a) Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all time retain ultimate control of the Hospital and responsibility for patient care.
- b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3) Mutual Responsibilities. The parties shall cooperate to fulfill the following mutual responsibilities:

- a) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.
- b) Any courtesy appointments to faculty or staff by School to Hospital employees, independent contractors, or agents, however, shall be without entitlement of the individual to compensation or benefits for the appointed party. Clinical instructor, clinical faculty, preceptor, adjunct faculty, or any similar designation (collectively referred to as "Clinical Instructor") by the School for Hospital employees, independent contractors, or agents are merely honorary designations for those individuals voluntarily teaching students in the clinical practicums. Clinical Instructors are not School faculty members, which mean that Clinical Instructors

are not entitled to any benefits received by School faculty members, including, but not limited to salary or benefits, tenure, insurance coverage as a faculty member under the School's professional liability insurance (or any other insurances), retirement benefits, or any other compensations. Clinical Instructors are not employees of the School, but are volunteers willing to assist the School in the development of high quality medical professionals.

4) Withdrawal of Program Participants.

- a) Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medial services or for unprofessional behavior.
 - b) Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.
- 5) The parties hereby acknowledge that they act independently of each other, and neither the School nor any of its agents, representatives, students, or employees, or Program Participants shall be considered agents, representatives, or employees of the Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationships between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
- 6) **Non-Discrimination.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that ^{with} respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7) Confidentiality

- a) **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program. Participant will at any time, (either during or subsequent to the term of this Agreement) disclose to others, use,

copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatments methods developed by Hospital, and which is not otherwise available to the public.

- b) **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulation, and bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient records, 42 C.F.R. Part 2, as amended time to time.
- c) **Privacy of Health Information.**
- i) School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplifications section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 132 through d-8 ("HIPAA"), and the requirements of any regulations promulgated there under, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. parts 160 and 164, and the federal security standards as contained in 45 C.F.R. parts 160, 162, 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R. § 164.514 (e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R § 164.514(a) – (c) to School or its

faculty, employees, agents or representatives for School's use in evaluating the student.

- ii) School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participant will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report Hospital any uses or disclosures, of which School or Program Participants become aware, of protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.
- iii) In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.
- iv) If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosure and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, the School and Program Participant shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

v) No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

(1) **Survival.** The provision set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8) **Insurance.** At all times during the term of this Agreement (including any renewal), School will maintain professional liability insurance ("Insurance") covering School and students for any and all liability for claims, damages, or injuries to persons arising out of the activities of the School and/or Participants carried out under this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. School shall submit certificates of insurance to the Hospital evidencing such Insurance at the time of the execution of this Agreement, and at any renewals thereafter. School will also submit to the Hospital within twenty (20) business days of receipt any notices by the carrier terminating, canceling, or modifying the Insurance; failure to provide notification to Hospital will be considered a material breach of this Agreement by the School entitling the Hospital to recover any damages suffered as a result of this breach. School agrees that Hospital will receive no less than thirty (30) days written notice prior to School's cancellation, modification, or non-renewal of the Insurance.

9) **Term.** The term of this Agreement shall be two (2) years from the execution of the Agreement by both parties. This agreement shall be subject to review and renewal upon expiration of the term of the Agreement. Renewal may be accomplished by a Letter of Agreement signed by both parties.

10) **Termination.** Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

11) **Agreement and its Accompanying Exhibits** contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12) **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.



13) Arbitration. Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration (“rules”) of the Judicial Arbitration and Mediation Services (“JAMS”) before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court of having jurisdiction thereof. The costs shall be borne equally by both parties. The provision shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

14) General Provisions.

- a) This Agreement may not be amended or modified except by mutual written agreement.
- b) This Agreement shall be construed in accordance with the laws of the State of Florida and shall survive the expiration or other termination of this Agreement.
- c) This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.
- d) All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed at the place identified on the signature page below with a copy to School administrators.
- e) A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
- f) School shall not assign or transfer, in whole or in part, this Agreement or any of School’s rights, duties, or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by School without such consent shall be null and void.

EXHIBIT A

STUDENTS COURSE OBJECTIVES/SYLLABUS FOR INTERNSHIP

Certified Nursing Assistants

Florida Department of Education
Student Performance Standards

July 2009

Program Title: Nursing Assistant (Acute and Long Term Care)

	<u>Secondary</u>
Program Numbers:	8417210
CIP Number:	0317.060201
Grade Level:	10-12, 30, 31 (The courses Health Science 1 and Health Science 2 are 9-12)
Standard Length	3 credits
Certification:	
8417100 Health Science 1	ANY HEALTH OCCUP ED G
8417110 Health Science 2	ANY HEALTH OCCUP ED G
8417211 Nursing Assistant 3	PRAC NURSE @7 G
	NURSING ED @5
	REG NURSE G
Facility Code:	252

Major Concepts/Content: The three courses in this program are:

- 8417100 Health Science 1 (one credit)
- 8417110 Health Science 2 (one credit)
- 8417211 Nursing Assistant 3 (one credit)

This course is designed to prepare students for employment as nursing assistants SOC-31-1012(nursing aides, orderlies, and attendants) in nursing homes, hospitals, or other health care facilities.

Successful completion of this program from an approved school prepares the student for certification for employment as a Nursing Assistant in a nursing home, in accordance with Chapter 464.203, Florida Statutes. To be approved, the course must be taught by a registered nurse. Those students who satisfactorily complete an approved course are eligible to take the national nursing assistant examination being utilized in Florida, in accordance with Chapter 464.203, F.S. Nursing assistants do not need to be certified except to work in nursing homes unless it is a condition for employment in other institutions. This program includes both Acute and Long Term Care.

Students will perform nursing skills in the clinical and/or simulated laboratory settings under the supervision of a qualified registered nurse instructor. The recommended teacher/student ratio in the clinical area is 1 to 12, but the maximum is 1 to 15. Clinical and simulated laboratory learning experiences must correlate with didactic instruction. For nursing assistant certification a minimum of 40 hours clinical and/or cooperative education learning experiences must be obtained. Twenty hours of this clinical experience must be in a licensed nursing home. **Persons Who Are Enrolled In A State Approved Nursing Assistant Training Program, Approved By The Department Of Education, May Be Employed By A Licensed Nursing Home For A Period Of Four Months. The Certification Requirements Must Be Met Within Four Months Of Such Initial Employment, However.**

New programs must be approved by the Board of Nursing, Department of Health prior to enrolling students.

Students must have a minimum of 16 hours of training in communication and interpersonal skills, infection control, safety/emergency procedures, promoting residents' independence, and respecting residents' rights prior to any direct contact with a resident.

The core of basic knowledge consists of two courses. Students must complete or be concurrently enrolled in the core courses before enrolling in a course leading to an occupational completion point. Students completing the Health Science Core will not be required to repeat the core in secondary or postsecondary. To achieve an occupational completion point the student must complete at least one program in this cluster. The two courses in the core are:

- 8417100 - Health Science 1 (one credit)
- 8417110 - Health Science 2 (one credit)

This program meets the Department of Health HIV/AIDS education requirements. Upon completion of this program, the instructor will provide a certificate to the student verifying that the HIV/AIDS requirements have been met.

Students completing this program and the course Home Health Aide 3 have met the requirements for and may be known as a Patient Care Assistant.

Intended Outcomes:

Occupational Completion Point - Data Code B

Nursing Assistant -Soc- 31-1012(Nursing Aides, Orderlies

After successfully completing this program the student will be able to:

Health Science 1 (01.0 - 05.0)

- 01.0 Discuss and describe an overview of the human body, including organization and chemical processes.
- 02.0 Use correct medical terminology relating to body structure and function.
- 03.0 Identify cells and tissues microscopically and macroscopically and relate their specialized functions.
- 04.0 Identify and discuss the structure and function of the body systems in health and disease.
- 05.0 Identify and explain factors relating to the transmission of disease.

Health Science 2 (06.0 - 16.0)

OCP A-Basic Healthcare Worker SOC Code 31-9099 Healthcare Support Worker, all other

- 06.0 Demonstrate knowledge of the health care delivery system and health occupations.
- 07.0 Demonstrate the ability to communicate and use interpersonal skills effectively.
- 08.0 Demonstrate legal and ethical responsibilities.
- 09.0 Demonstrate an understanding of and apply wellness and disease concepts.
- 10.0 Recognize and practice safety and security procedures.
- 11.0 Recognize and respond to emergency situations.
- 12.0 Recognize and practice infection control procedures.
- 13.0 Demonstrate an understanding of information technology applications in healthcare.
- 14.0 Demonstrate employability skills.
- 15.0 Demonstrate knowledge of blood borne diseases, including AIDS.
- 16.0 Apply basic math and science skills.

Nursing Assistant 3 (17.0 - 30.0)

OCP B-Nursing Assistant SOC Code 31-1012 Nursing Aides, orderlies, and attendants

- 17.0 Use verbal and written communications specific to nurse assisting.
- 18.0 Demonstrate legal and ethical responsibilities specific to nurse assisting.
- 19.0 Perform physical comfort and safety functions specific to nurse assisting.
- 20.0 Provide personal patient care.
- 21.0 Perform patient care procedures.
- 22.0 Apply principles of nutrition.
- 23.0 Provide care for geriatric patients.
- 24.0 Apply the principles of infection control specific to nursing assisting.
- 25.0 Provide biological, psychosocial, and social support.
- 26.0 Perform supervised organizational functions, following the patient plan of care.
- 27.0 Assist with restorative (rehabilitative) activities.
- 28.0 Perform skills related to the hospital setting.
- 29.0 Provide care for the adult patient.

Practical Nursing

July 2009

Florida Department of Education
Curriculum Framework

Program Title: Practical Nursing
Career Cluster: Health Science
Occupational Area: Health Science Education

	Secondary	PSAV
Program Numbers	8418300	H170605
CIP Number	0317.060500	0317.060500
Grade Level	10-12, 30, 31	30, 31
Standard Length	9 credits	1350 hours
Certification		
	REG NURSE G	REG NURSE G
	PRAC NURSE @7 G	PRAC NURSE @7 G
Basic Skills		
	Math 11.0	
	Language 11.0	
	Reading 11.0	

- I. **Major Concepts/Content:** This program is designed to prepare students for employment as licensed practical nurses SOC 29-2061. The program must be approved by the Florida State Board of Nursing so the graduate may take the examination to practice as a Licensed Practical Nurse. They also need to be approved by the BON as a nursing assistant program for students to take the C.N.A. exam at the end of OCP B.

The content includes, but is not limited to, theoretical instruction and clinical experience in medical, surgical, obstetric, pediatric, and geriatric nursing; theoretical instruction and clinical experience in both acute and long term care situations; theoretical instruction and clinical application of vocational role and function; personal, family and community health concepts; nutrition; human growth and development over the life span; body structure and function; interpersonal relationship skills, mental health concepts; pharmacology and administration of medications; legal aspects of practice; Basic Life Support (BLS) course C, CPR for Healthcare provider or equivalent and current issues in nursing. Clinical experience should make up or least 50% of the total program. The Human Patient Simulator may be used in place of a limited number of clinical hours with prior approval by the Florida Board of Nursing. The Health Careers Core must be taken by all students (secondary, postsecondary adult and postsecondary vocational) planning to complete any Health Occupations program.

Once successfully completed, the core does not need to be repeated at any instructional level.

Reinforcement of basic skills in English, mathematics, and science appropriate for the job preparatory programs occurs through vocational classroom instruction and applied laboratory procedures or practice.

Listed below are the courses that this program is comprised of when offered at the **secondary** level:

OCP	Course Number	Course Title	Course Length	SOC Title
A & B	8418310	Practical Nursing 1	150 hours/1 credit	31-9099 31-1012
C	8418320	Practical Nursing 2	150 hours/1 credit	29-2061
C	8418330	Practical Nursing 3	150 hours/1 credit	29-2061
C	8418340	Practical Nursing 4	150 hours/1 credit	29-2061
C	8418350	Practical Nursing 5	150 hours/1 credit	29-2061
C	8418360	Practical Nursing 6	150 hours/1 credit	29-2061
C	8418370	Practical Nursing 7	150 hours/1 credit	29-2061
C	8418380	Practical Nursing 8	150 hours/1 credit	29-2061
C	8418390	Practical Nursing 9	150 hours/1 credit	29-2061

This program focuses on broad, transferable skills and stresses understanding and demonstration of the following elements of the health care industry; planning, management, finance, technical and production skills, underlying principles of technology, labor issues, community issues and health, safety, and environmental issues.

- II. **Laboratory Activities:** Simulated practice and clinical experiences are included as an integral part of this program.

Clinical Experience Rules:

- (1) Each student providing direct care to patients/clients in a health care agency shall be under the supervision of a faculty member. Faculty should be responsible for supervising students on no more than two units during one clinical instruction period.
- (2) No more than twelve students shall be assigned to a faculty member for supervision in providing direct care to patients/clients for any one clinical instruction period.
- (3) Faculty shall be physically present within the health care agency while students are engaged in providing direct care to patients/clients.
- (4) Faculty shall be immediately available by telephone to students engaged in an observational experience or assigned to family-community health experiences.
- (5) Clinical facilities utilized for clinical training by students of approved programs shall provide evidence satisfactory to the Board that they meet the following requirements:
 - (a) Current state licensure certification.
 - (b) The director of nurses or person responsible for nursing services is a registered nurse currently licensed in Florida.
 - (c) The number and variety of patients are sufficient to meet clinical learning objectives of the nursing program.
 - (d) There is nursing personnel, sufficient in number currently licensed and appropriately qualified, to ensure that patients receive safe and effective care at all times.
 - (e) There are written job descriptions for all categories of nursing personnel which are used as a basis for assigning responsibilities.
 - (f) Appropriate references and current practice and procedure manuals are available on the unit where students receive experience.
- (6) Nursing programs shall seek prior approval from the Board for any clinical facility utilized for student clinical instruction.

- (7) It shall be the responsibility of the nursing program to obtain and maintain current contractual agreements with each agency utilized for student clinical training to ensure that the nursing program can provide the appropriate clinical experiences necessary to fulfill the requirements of these rules; and
- (8) When more than one nursing program is using an agency for student clinical experience, there shall be written documentation of cooperative planning among the programs and the agency.

When a student with a disability is enrolled in a secondary vocational class with modifications to the curriculum framework, the particular outcomes and student performance standards which the student must master to earn credit must be specified in the student's individual educational plan (IEP). Additional credits may be earned when outcomes and standards are mastered in accordance with the requirements indicated in subsequent IEPs. The job title for which the student is being trained must be designated in the IEP.

III. **Special Note:** This program meets the Department of Health HIV/AIDS education requirements. Upon completion of this program, the instructor will provide a certificate to the student verifying that the HIV/AIDS requirements have been met.

This program must be taught by a Registered Nurse meeting the qualifications as set forth in 64B9 -2.005, 3.008, & 3.009 F.A.C.

The Health Occupations Students of America, Inc., and a career related professional organization(s) are appropriate for providing leadership training experience and for reinforcing specific career/technical skills. Career/Technical Student Organizations (CSO), when provided, shall be an integral part of the vocational instructional program, and the activities of such organizations are defined as part of the curriculum in accordance with Rule 6A-6.065(8), FAC.

Students must take a state licensing examination. Minimal acceptable performance for each graduating class on the licensing examination shall be determined by the Board. Board requirements shall not exceed the national average as published by the testing service of the National Council of State Boards of Nursing, Inc.

Program must comply with the State Board of Nursing rules, including faculty qualifications, number of students admitted, length of courses, etc. There may be no deviations from an approved plan of instruction without Board of Nursing approval. For questions regarding this process, please contact: Board of Nursing, 4052 Bald Cypress Way, Tallahassee, FL 32399-3752.

The person responsible for the day to day implementation of the classroom and clinical duties shall be given time apart from classroom and clinical responsibilities sufficient to meet the administrative needs of the program.

Students who have successfully completed the program Articulated Nursing Assistant, or the program, Patient Care Technician should be given advanced standing and can enter the program following OCP B or beyond. In accordance with Rule 6A-10.040 FAC, the minimum basic skills grade level required for this program when offered at the postsecondary adult vocational level is: Mathematics 11.0, Language 11.0, and Reading 11.0. This grade level number corresponds to a grade equivalent score obtained on a state designated basic skills examination.

This program may be offered in courses. Vocational credit shall be awarded to the student on a transcript in accordance with Section 1001.44 F.S.

To be transferable statewide between institutions, this program/course must have been reviewed and a "transfer value" assigned the curriculum content by the appropriate Statewide Course Numbering System discipline committee. This does not preclude institutions from developing specific program or course articulation agreements with each other.

An approved licensed practical nurse supervisory education course can only be taken following completion of this program, and after licensure. They must have 6 months clinical experience before supervising as well as meeting all other criteria listed in 64B9-16.002.

SCANS Competencies: Instructional strategies for this program must include methods that require students to identify, organize and use resources appropriately; to work with each other cooperatively and productively; to acquire and use information; to understand social, organizational, and technological systems; and to work with a variety of tools and equipment. Instructional strategies must also incorporate the methods to improve students' personal qualities and higher-order thinking skills.

Federal and state legislation requires the provision of accommodations for students with disabilities to meet individual needs and ensure equal access. Adult students with disabilities must self-identify and request such services. Students with disabilities may need accommodations in such areas as instructional methods and materials, assignments and assessments, time demands and schedules, learning environment, assistive technology and special communication systems. Documentation of the accommodations requested and provided should be maintained in a confidential file.

Equipment List: A generic equipment list is available for the program/cluster and is printed in a supplement to this document.

The standard length of the program is 1350 clock hours which includes 90 clock hours for the Health Careers Core.

A student who completes this program may substitute two required science credits in accordance with the Pupil Progression Plan. Following successful completion of the course “Fundamentals of Nursing”, the student is eligible to take the CNA examination.

A Licensed Practical Nurse working in a nursing home shall qualify to supervise by meeting all of the requirements in 64B9-16.002 (FS) after completing the Practical Nurse program, a thirty hour supervisory course and after no less than six months clinical nursing experience. The supervisory course must be approved by the board of nursing.

The following table indicates the PSAV program structure:

OCP	Course Number	Course Title	Course Length	SOC Title
A	HSC0003	Basic Healthcare Worker	90 hours	31-9099
B	HCP0121	Nurse Aide and Orderly (Articulated)	75 hours	31-1012
C	PRN0091	Practical Nurse (1 of 4)	300 hours	29-2061
C	PRN0092	Practical Nurse (2 of 4)	300 hours	29-2061
C	PRN0093	Practical Nurse (3 of 4)	300 hours	29-2061
C	PRN0095	Practical Nurse (4 of 4)	285 hours	29-2061

IV. Intended Outcomes:

Outcomes 01-11 are referred to as the Health Science Core and do not have to be completed if the student has previously completed the Core in another health occupations program at any level. The Core should be taken first or concurrently with the first course in the program. Following the completion of the core, the student is eligible to take the National Health Care Foundation Skill Standards Assessment with instructor approval and the completion of a portfolio.

After successfully completing this program, the student will be able to:

OCP A-Basic Healthcare Worker-

SOC code 31-9099 Healthcare Support Worker, all others Health Science Core

Course HSC0003:

- 01.0 Demonstrate knowledge of the health care delivery system and health occupations.
- 02.0 Demonstrate the ability to communicate and use interpersonal skills effectively.
- 03.0 Demonstrate legal and ethical responsibilities.
- 04.0 Demonstrate an understanding of and apply wellness and disease concepts.
- 05.0 Recognize and practice safety and security procedures.
- 06.0 Recognize and respond to emergency situations.
- 07.0 Recognize and practice infection control procedures.
- 08.0 Demonstrate an understanding of information technology applications in healthcare.
- 09.0 Demonstrate employability skills.
- 10.0 Demonstrate knowledge of blood borne diseases, including AIDS.
- 11.0 Apply basic math and science skills.

Intended Outcomes for Nursing Assistant Module: (12.0 - 22.0)

Occupational Completion Point - Data Code B

Articulated Nursing Assistant SOC Code 31.1012 Nursing Aides and Orderlies

Intended outcomes 01-11 must be completed previously or concurrently with this module. After completing this module, the student will have achieved the occupational completion point of Nursing Assistant and will be able to:

Course HCP0121:

- 12.0 Use verbal and written communications specific to the nursing assistant.
- 13.0 Demonstrate legal and ethical responsibilities specific to the nursing assistant.
- 14.0 Perform physical comfort and safety functions specific to the nursing assistant.
- 15.0 Provide personal patient care.
- 16.0 Perform patient care procedures.
- 17.0 Apply principles of nutrition.
- 18.0 Provide care for geriatric patients.
- 19.0 Apply the principles of infection control specific to the nursing assistant.
- 20.0 Provide biological, psychological, and social support.
- 21.0 Develop organizational skills, following the patient plan of care.

- 22.0 Assist with restorative (rehabilitative) activities.

Intended Outcomes for Licensed Practical Nurse: (23.0 - 43.0)

Occupational Completion Point - Data Code C

Practical Nurse SOC Code 29-2061 Licensed Practical and Licensed Vocational Nurse

Course PRN0091:

- 23.0 Demonstrate computer literacy as related to nursing functions.
- 24.0 Use appropriate verbal and written communications in the performance of nursing functions.
- 25.0 Demonstrate legal and ethical responsibilities specific to the nursing profession.
- 26.0 Describe human growth and development.
- 27.0 Perform aseptic techniques.
- 28.0 Describe the anatomy and physiology of the human body.
- 29.0 Perform physical comfort and safety functions.
- 30.0 Provide personal patient care.

Course PRN0092:

- 31.0 Perform nursing procedures.
- 32.0 Administer medication.
- 33.0 Apply principles of nutrition.
- 34.0 Provide care for medical/surgical/oncology patients, utilizing nursing principles.
- 38.0 Apply the principles of infection control, utilizing nursing principles.
- 39.0 Provide care for pre-operative and post-operative patients, utilizing nursing principles.

Course PRN0093:

- 35.0 Provide care for maternal/newborn patients, utilizing nursing principles.
- 36.0 Provide care for pediatric patients, utilizing nursing principles.
- 37.0 Provide care for geriatric patients, utilizing nursing principles.

Course PRN0095:

- 40.0 Provide bio-psycho-social support.
- 41.0 Develop organizational skills.
- 42.0 Demonstrate employability skills specific to practical nursing.

Please Note: The following outcomes can only be taken by Practical nurses who have graduated from their practical nursing program. The LPN/IV education must be sponsored by a provider of continuing education courses approved by the

Board pursuant to Rule 64B9. To be qualified to teach this module, the instructor must be a currently Florida licensed Registered nurse with teaching experience and nursing experience which includes IV therapy. The provider will be responsible for issuing a certificate verifying the requisite number of hours and course content.

In accordance with Rule 64B9 12.005, the module can not be less than 30 hours post-graduate level. These outcomes must be followed by supervised clinical practice as needed to demonstrate clinical competence. Verification of competence shall be the responsibility of each employing institution. Such verification shall be given through a signed statement of a Florida licensed registered nurse.

LPN/IV

- 01.0 Explain the legal aspects of IV administration by Practical Nurses to include the policies and procedures of the institution and appropriate documentation.
- 02.0 Demonstrate a knowledge of the peripheral veins used for venipuncture.
- 03.0 Perform a venipuncture.
- 04.0 Discuss the effect of IV therapy on the body.
- 05.0 Recognize and respond to adverse reactions to IV therapy.
- 06.0 Recognize and use various types of IV equipment.
- 07.0 Administer drugs intravenously.
- 08.0 Care for patients receiving IV drug therapy, blood and blood components, and/or parenteral nutrition.
- 09.0 Describe and utilize the principles of infection control in IV therapy.
- 10.0 Manage special IV therapy procedures.
- 11.0 Recognize terminology pertinent to IV therapy.
- 12.0 Manage IV Therapy via central lines.

This Agreement shall not become effective or in force until all of the below names parties have fully executed this Agreement. The parties have executed this Agreement as of the day and year written below.

Hospital

By: _____

Name: _____

Title: _____

Date: _____

University/School Participating:

By: _____

Name:

Title:

Date: _____

EXHIBIT B

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experiences in evaluation and treatment of patients of ("Hospital"), the undersigned and his/her heirs, successors and /or assigns do hereby covenant and agree to assume all risks of , and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by _____ ("School") at Hospital unless such injury or loss arises solely out of Hospital's negligence or willful misconduct.

Dated this _____ day of _____,

Signature

Printed Name of Program Participant

Witness

EXHIBIT C

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and Agreement between _____ (“School”) and (“Hospital”), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel and specific information regarding any patient and further agrees not to reveal to any third party and confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Hospital. The undersigned further acknowledges that he or she has viewed a videotape regarding Hospital’s patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital’s and School’s privacy policies and procedures and privacy practices.

Dated this _____ day of _____,

Signature

Printed Name of Program Participant

Witness

EXHIBIT D

HEALTH AND BACKGROUND SCREENING ATTESTATION

HEALTH OF PROGRAM PARTICIPANTS. School affirms the Program Participant(s) listed below have completed the following health screenings or documented health status as follows:

Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months; and
Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.

Student Name: _____

University/College Representative

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D

**CONFIDENTIALITY ACKNOWLEDGEMENT
FOR INTERNS, STUDENTS AND INDIVIDUALS**

Each IRMC clinician, medical staff member, auxilian, vendor, contractor, consultant, intern and student is expected to maintain the highest standard of conduct and professionalism supporting IRMC's policy to protect all confidential and proprietary information and prohibit its improper access and release in accordance with the confidentiality requirements of federal and state laws, rules and regulations and IRMC Policies and Procedures. Confidential information includes, but is not limited to, patient/customer, vendor pricing information, proprietary information, and operational information of strategic significance.

Everyone with access to confidential information in IRMC is personally accountable for its safekeeping. Patient information is never to be discussed with anyone other than those directly involved in the care of the patient. Operational information of strategic significance, including vendor pricing information, is to be used and accessed only for legitimate, work-related purposes. Those with access to patient/customer, salary or pricing information may never browse such information out of curiosity and, when questions arise regarding confidentiality, must seek the advice of the applicable manager.

To discuss, obtain, or access unauthorized access to confidential information is considered a breach of confidentiality and will lead to disciplinary action up to and including termination of employment or the relationship with IRMC.

CONTRACT CONSULTANTS ARE PRECLUDED FROM CONTACTING OTHER VENDORS WITH WHICH IRMC CONTRACTS UNLESS SPECIFICALLY AUTHORIZED IN WRITING THROUGH A PROPERLY EXECUTED AGENCY AGREEMENT.

I understand that any health, pricing or other proprietary data/information I access is considered to be highly confidential and sensitive data, and that it is my responsibility to keep it in strict confidence. I further understand that passwords are for the exclusive use of their assigned user. To prevent any unauthorized electronic information system use or access, I will follow proper log-in and log-out protocol. I understand that any unauthorized possession, release, disclosure, or other misuse of information may result in immediate disciplinary action, up to and including dismissal, and/or criminal prosecution.

If applicable, I certify that I will be the only one authorized to use my electronic signature password for report sign-off at IRMC.

By my signature below, I state that I have both read and understand the confidentiality policy of IRMC as written above, and that I agree to follow the above conditions to protect the confidentiality of information I access within IRMC.

Signature

Printed Name

Date

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Charter School Review

**Prepared By:
Internal Auditors
April 29, 2011**

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April 29, 2011

The Audit Committee of the
School Board of Indian River County
Vero Beach, FL 32960-3367

Pursuant to the School Board of Indian River County ("District") approved Audit Plan for 2010-2011, we hereby submit our report covering a review for the five (5) Charter Schools which are sponsored by the District. We will be presenting this report to the Audit Committee at the next scheduled meeting on June 8, 2011.

Our report is organized in the following sections:

Executive Summary	This provides a summary of the issues related to our review of the Charter Schools.
Background	This provides an overview of Charter Schools.
Objectives and Approach	The internal audit objectives and focus are expanded upon in this section as well as a review of the various phases of our approach.
Individual Charter School Review	This section contains an overview of each charter school, any issues identified during our onsite visit, recommended action and charter school Management's response. Other matters noted during our procedures are also outlined within this section.
District Level Observations	This section provides a description of the overall District level observations.

We would like to thank the various schools, departments, the District and all those involved in assisting our firm in connection with our review of the Charter Schools.

Respectfully Submitted,

INTERNAL AUDITORS

RSM McGladrey, Inc.

Executive Summary

Executive Summary

The primary purpose of our review of the District's 5 charter schools related to finance and compliance related matters and provide recommendations.

As seen in prior year, additional budget cuts will take place to the funding of public education in Florida. This economic crisis in the public funding of education raises the risk for all the charter schools financial viability even those which have a significant fund balance. We have provided current comparative financial data for each charter school in their section of the report, which includes the following categories:

- Charter school contract period
- Student Membership statistics
- Selective Financial Data
- Charter School Grades
- Corporate Board
- Governing Board
- Sponsor
- Charter School Administration
- Comments – identification of any other significant data that may affect the financial condition
- Material weaknesses, significant deficiencies, and other management letter comments (if any) identified in the external auditor's report

Our approach consisted of gathering the data for the categories noted above from the District, the respective charter schools, and the external auditor reports. We collected the selected educational and financial data for the last four years (2007-2010) to provide the opportunity for trend analysis for Student Membership, Selective Financial Data, and Charter School Grades. We performed onsite testing at the District the week of February 22nd, and onsite testing at the 5 individual charter schools on a day of their preference between March 7 – 15, 2011.

Financial and Compliance Highlights

None of the five charter schools were identified as being in a state of financial emergency or deteriorating condition by the external auditors as of June 30, 2010. Imagine Schools at South Vero was identified by the external auditors as of June 30, 2009 with meeting a financial emergency condition described in Section 218.503(1) Florida Statute. The external auditors deemed this issue as corrected as of June 30, 2010.

For four out of the five charter schools, the external auditors identified either material weaknesses, significant deficiencies or other management letter findings that require follow-up. Indian River Charter High School was the only charter school that did not have a material weakness, significant deficiency and/or other management letter findings that require follow-up as identified by their external auditor as of June 30, 2010.

St Peter's Academy had the most identified issues from either our charter school review or their external auditor as follows:

- Internal Audit Charter School Review Findings - 10 financial and/or compliance issues identified
- As Reported from the External Independent Auditor's Report for Fiscal Year 2010 - 2 material weakness, 2 significant deficiencies and 2 management letter comments

Executive Summary - continued

Each issue/observation identified is assigned a relative risk factor. Relative risk is an evaluation of the severity of the concern and the potential impact on operations. Items rated as “High” risk are considered to be of immediate concern and could cause significant operational issues if not addressed. Items rated as “Moderate” risk may also cause operational issues and do not require immediate attention, but should be addressed as soon as possible. Items rated as “Low” risk could escalate into operational issues, but can be addressed through the normal course of conducting business. The following is a high level summary of the major issues identified at each of the five charter schools. The details of these issues are included within this report.

Individual Charter School Issues	Risk Rating
Imagine Schools at South Vero	
<i>Internal Audit Charter School Review Findings</i>	
1. <u>Financial Results:</u> We reviewed the audited financial statements as of June 30, 2010 and the January 2010-2011 Budget prepared by the School, noting the following: <ul style="list-style-type: none"> • The School’s net asset deficit increased by \$18,323 from a deficit of \$24,788 for FY 2009 to a deficit of \$43,111 for FY 2010. • The School’s unrestricted net asset deficit increased by \$50,654 from a deficit of \$24,788 for FY 2009 to a deficit of \$75,442 for FY 2010. • The School’s current budget is based on a student projection of 768 students. The School’s October 2010 and February 2011 counts report 745 and 740 students, respectively. As such, the current budget is not appropriate based on the actual student membership. • The School reported general fund financial results year to date surplus/(deficit) of (\$19,842) and (\$26,079) and total fund surplus/(deficit) from operations \$136,228 and \$95,060 on their December 2010 and January 2011 financial statements, respectively. 	High
2. <u>Bank Reconciliations:</u> We noted that the September 2010 and December 2010 bank reconciliations did not agree to the compiled financial statements in totality.	High
3. <u>Nonprofit Organization and Filing of Doing Business As (dba) Name:</u> We noted that school is not in compliance with Florida Statute 1002.33 (12)(i), “A charter school shall organize as, or be operated by, a nonprofit organization.” We also noted that the School has not filed a registration of the dba name, Imagine Schools at South Vero, as of our testing.	Moderate
4. <u>Florida Education Finance Program (“FEFP”) Funding:</u> We noted a difference of \$112,387, per review of the District 2010-2011 Funding for Charter Schools provided to each School as of January 31, 2011, which amounted to \$2,504,720, as compared to the School’s general ledger as of January 31, 2011, which amounted to \$2,617,107.	High
5. <u>Cash Receipts:</u> We noted that the School’s “Cash Handling Procedures” do not address timing of deposits. One out of the five cash receipts tested was deposited nine business days after receipt of the cash. Without proper controls surrounding cash collections, funds could be misappropriated.	Low
<i>As Reported from the External Independent Auditor’s Report for Fiscal Year 2010</i>	
6. <u>IDEA Grant Award Recording:</u> Per discussion with Management, the School will implement procedures to ensure proper IDEA Grant Award Recording at year end.	Material Weakness
7. <u>Reconcile Accounts to Supporting Documentation:</u> Per discussion with Management and review of the School’s monthly reconciliation folder, the School reconciles major balance sheet accounts monthly (cash, accounts payable and accounts receivable) and will fully reconcile all accounts by year end.	Material Weakness
8. <u>Proper Period Recording:</u> Per discussion with Management, the School will implement procedures to ensure proper period recording of National School Lunch (NSLP) revenues by year end.	Management Letter Comment

Executive Summary - continued

Individual Charter School Issues	Risk Rating
Indian River Charter High School	
<i>Internal Audit Charter School Review Findings</i>	
<p>1. <u>Financial Results</u>: We reviewed the audited financial statements as of June 30, 2010, the 2010-2011 Budget and the monthly financial statements submitted by the School to the District, noting the following:</p> <ul style="list-style-type: none"> • The School's net assets increased by \$1,382,534 from \$3,745,977 for FY 2009 to \$5,128,511 for FY 2010. • The monthly balance sheet is present as a combination GASB 34 conversion (fixed assets and long-term liabilities), yet the presentation in the equity section is fund accounting. • The School reported general fund financial results year to date surplus/(deficit) of \$313,887 and \$269,277 and total fund surplus/(deficit) of \$2,191,636 and \$1,940,460 on their December 2010 and January 2011 financial statements, respectively. 	Low
<p>2. <u>Monthly Submission</u>: Per our review of monthly financial statements from July 1, 2010 through January 31, 2011, we noted that 4 of the 7 monthly financial statements were not submitted timely to the District as stipulated per their Charter contract.</p>	High
<p>3. <u>Cash Receipts</u>: We noted the following during our testing of cash receipts:</p> <ul style="list-style-type: none"> • For all 5 cash receipts tested, we were unable to test timeliness of deposit as there was no documented record of when the monies were received. The School's Cash Receipts Policy states that "Cash deposits will be made on the same day as receipt or no later than the following day." • For 1 of 5 cash receipts tested, the required cash transmittal form was not attached with the cash submitted for deposit. The School's Cash Receipt Policy states "All cash receipts being transmitted to the School must be accompanied with a Cash Transmittal form." 	High
<p>4. <u>Background Screening</u>: We noted the following during out testing of background screenings:</p> <ul style="list-style-type: none"> • The School does not maintain documentation to indicate that the employees and board members have undergone screening pursuant to Section 1012.32 of the Florida Statutes. • For 1 of 5 employees sampled, the employee's hire date was 9/7/2010 and the background screening did not occur until 2/4/2011. There was no indication of a prior screening on file. 	High
<i>As Reported from the External Independent Auditor's Report for Fiscal Year 2010</i>	
None Noted	N/A

Executive Summary - continued

Individual Charter School Issues	Risk Rating
North County Charter Elementary	
<i>Internal Audit Charter School Review Findings</i>	
<p>1. <u>Financial Results:</u> We reviewed the audited financial statements as of June 30, 2010, the 2010-2011 Budget and the monthly financial statements submitted by the School to the District, noting the following:</p> <ul style="list-style-type: none"> • The School's net assets increased by \$144,515 from \$941,974 for FY 2009 to \$1,086,489 for FY 2010. • On the monthly financial statements submitted by the School to the District, budget to actual by fund is provided for that month and period end. The District is not able to review and compare the period end budget to the annual budget, as the annual budget provided to the District at the beginning of each year is not broken out by fund. • The School reported general fund financial results year to date surplus/(deficit) of \$147,250 and \$181,228 and total fund surplus/(deficit) of (\$19,560) and (\$84,111) on their December 2010 and January 2011 financial statements, respectively. 	Low
<p>2. <u>Monthly Submission:</u> Per our review of monthly financial statements from July 1, 2010 through January 31, 2011, we noted that 2 of the 7 monthly financial statements were not submitted timely to the District as stipulated per their Charter contract.</p>	Moderate
<p>3. <u>Segregation of Duties:</u> During our testing of cash receipts and cash disbursements, we noted the following segregation of duties conflicts:</p> <ul style="list-style-type: none"> • The President/Treasurer has the ability to posts cash receipts, prepares the bank deposit, takes the deposit to the bank and prepares the bank reconciliation. • The President/Treasurer is an authorized check signer and has the ability to write and sign checks to himself, as not all bank accounts require dual signatures on the checks. • The bank reconciliations are not independently reviewed by a second party. 	High
<p>4. <u>Cash Receipts:</u> We noted the following during our testing of cash receipts:</p> <ul style="list-style-type: none"> • For 4 out of 5 cash receipts tested, there was no documented record of when the monies were received to verify timely deposit. The School's Monetary Control Policy states that all money collected must be deposited intact to a depository as frequently as feasible and dictated by sound business practices. In any event funds must be deposited within 5 working days after receipt. • For 1 of 5 cash receipts tested, the supporting documentation of the lunch monies received was more than the amount actually deposited. The School's Monetary Control Policy states that all deposits must equal the total amount of money taken in and recorded on receipts for the period covered by the deposit. 	High
<p>5. <u>Cash Disbursements:</u> We noted the following during our testing of cash disbursements:</p> <ul style="list-style-type: none"> • 1 out of the 5 cash disbursements tested was disbursed on insufficient documentation (e.g. invoice/receipt). • The School utilizes 2 bank accounts for disbursements. One account requires dual signature no matter the check amount, the other account does not require dual signature. We noted expenditures ranging from food to computers made from the account that does not require dual signature. 	High
<p>6. <u>Background Screening:</u> We were unable to review and confirm if the school maintains documentation to indicate that the employees and board members have undergone screening pursuant to Section 1012.32 of the Florida Statutes.</p>	High
<i>As Reported from the External Independent Auditor's Report for Fiscal Year 2010</i>	
<p>7. <u>Financial Statement Preparation:</u> Based on inquiry with management the School has not recruited a member capable of preparing or adequately reviewing the financial statements, including footnote disclosures.</p>	Significant Deficiency

Executive Summary - continued

Individual Charter School Issues	Risk Rating
St Peter's Academy	
<i>Internal Audit Charter School Review Findings</i>	
<p>1. <u>Financial Results:</u> We reviewed the audited financial statements as of June 30, 2010 and the 2010-2011 Budget, noting the following:</p> <ul style="list-style-type: none"> • The school's net asset decreased by \$28,395 from a surplus of \$1,075,180 reported in FY 2009 to a surplus of \$1,046,338 reported in FY 2010. • The 2010/2011 annual budget, as presented by the school, included a \$0 budget for the capital projects fund, even though the school is receiving capital outlay from the state. • The monthly financial statement, as provided by the school, does not include profit & loss budget performance comparison by fund. • The School reported general fund financial results year to date surplus/(deficit) of (\$22,632) and \$12,843 and total fund surplus/(deficit) of \$86,045 and \$195,162 on their December 2010 and January 2011 financial statements, respectively. 	Moderate
<p>2. <u>Monthly Report Submission:</u> Per our review of monthly financial statements from July 1, 2010 through January 31, 2011, we noted that 3 of the 7 monthly financial statements were not submitted timely to the District as stipulated per their Charter contract.</p>	High
<p>3. <u>Bank Reconciliations:</u> We noted the following per our review of the September and December 2010 bank reconciliations:</p> <ul style="list-style-type: none"> • Both months of reconciliations carried \$23,000 deposit in transit pertaining to prior year adjustments. • The September 2010 bank reconciliation did not agree to the general ledger. • The September 2010 and December 2010 bank reconciliations did not agree to the total cash balance per the compiled financial statements in totality. 	High
<p>4. <u>Corporate Status:</u> Per review of www.sunbiz.org, we identified that the school's corporate status is listed as "inactive" due to the fact that their most recent annual report was not appropriately filed.</p>	Moderate
<p>5. <u>Segregation of Duties:</u> During our testing of cash receipts and cash disbursements, we noted the following segregation of duties conflicts:</p> <ul style="list-style-type: none"> • The Administrator receives monies and checks in the mail, prepares the bank deposit, takes the deposit to the bank and posts cash receipts. • The Administrator is an authorized check signer and has the ability to write and sign checks to herself, as not all bank accounts require dual signatures on the checks, and posts cash disbursements. 	High
<p>6. <u>Capital Outlay:</u> We noted that the school's Capital Outlay Allocation for FY 2010-2011 is estimated at \$61,941. Per review of the general ledger as of January 31, 2011, the school has recorded Capital Outlay revenue of \$78,822, an overstated amount of \$16,881.</p>	High
<p>7. <u>Cash Receipts:</u> We noted the following discrepancy during our testing of cash receipts:</p> <ul style="list-style-type: none"> • For 1 out of 5 cash receipts tested, the copy of the check received was not attached to the deposit as required per the school's operating procedures. • For 2 out of 5 cash receipts tested, there was no documented record of when the monies were received to verify timely deposit. 	High
<p>8. <u>Cash Disbursements:</u> We noted the following during our testing of cash disbursements:</p> <ul style="list-style-type: none"> • 1 out of the 5 cash disbursements tested did not contain required prior approval. • 1 out of the 5 cash disbursements tested was written to and signed by the Administrator. 	High

Executive Summary - continued

Individual Charter School Issues	Risk Rating
St Peter's Academy - continued	
<i>Internal Audit Charter School Review Findings - continued</i>	
9. <u>Background Screening</u> : We noted the following during out testing of background screenings: <ul style="list-style-type: none"> • One board member's background screening expired January 2010 and the board member was not re-screened until December 2010. • One board member's background screening expired April 2010 and the board member was not re-screened until December 2010. 	High
10. <u>Insurance Requirements</u> : As stipulated in Section F, pages 29 - 38 of the Charter School Contract between the District and the school, the school is not in compliance with the following insurance requirements: <ul style="list-style-type: none"> • School Leader's Errors and Omissions – the school has not provided documentation to substantiate that they have obtained School Leader's Errors and Omissions Insurance. See page 36 of the Charter School Contract. • Commercial Crime: Employee Dishonesty - The District is not listed as an additional insured, as stipulated on page 38 of the Charter School Contract • Property Insurance – Per review of the school's Certificate of Property Insurance and inquiry with the school's insurance agent, the school has not obtained Business Personal Property Insurance for St Peter's Academy, as stipulated on page 37 of the Charter School Contract. 	High
<i>As Reported from the External Independent Auditor's Report for Fiscal Year 2010</i>	
11. <u>Maintain Records on the Modified Accrual Basis of Accounting</u> : Based on inquiry with management, the school will ensure that the financials will be on a modified accrual basis and all general ledger accounts will be reconciled by year end	Significant Deficiency
12. <u>Improve Bank Reconciliation Procedures</u> : See issue #3.	Material Weakness
13. <u>Revenue Recognition</u> : Based on inquiry with management the school will ensure that all deposits will be made into the school's general operating account and will be reviewed for proper recording by year end.	Material Weakness
14. <u>General Ledger Review</u> : Based on inquiry with management, the school will ensure that administration will review the general ledger accounts prior to completion by year end.	Significant Deficiency
15. <u>Budget Amendments</u> : Based on inquiry with management, the school is reviewing the budget on a monthly basis and it will be amended as required.	Management Letter Comment
16. <u>Payroll Withholdings</u> : Based on inquiry with management, the school is ensuring that payroll tax deposits are prepared and made on the same day as the payroll.	Management Letter Comment

Executive Summary - continued

Individual Charter School Issues	Risk Rating
Sebastian Charter Junior High	
<i>Internal Audit Charter School Review Findings</i>	
<p>1. <u>Financial Results:</u> We reviewed the audited financial statements as of June 30, 2010, the 2010-2011 Budget and the monthly financial statements submitted by the School to the District, noting the following:</p> <ul style="list-style-type: none"> • The School's net assets increased by \$72,293 from \$415,339 for FY 2009 to \$487,632 for FY 2010. • On the monthly financial statements submitted by the School to the District, budget to actual by fund is provided for that month and period end. The District is not able to review and compare the period end budget to the annual budget, as the annual budget provided to the District at the beginning of each year is not broken out by fund. • The School reported general fund financial results year to date surplus/ (deficit) of (\$19,782) and \$7,633 and total fund surplus/deficit of (\$7,656) and \$19,880 on their December 2010 and January 2011 financial statements, respectively. 	Moderate
<p>2. <u>Monthly Report Submission:</u> Per our review of monthly financial statements from July 1, 2010 through January 31, 2011, we noted that 5 of the 7 monthly financial statements were not submitted timely to the District as stipulated per their Charter contract.</p>	High
<p>3. <u>Bank Reconciliations:</u> The bank reconciliations are prepared by the school's Director and there is no documented review of the bank reconciliations to the compiled financial statements.</p>	High
<p>4. <u>Segregation of Duties:</u> During our testing of Cash Disbursements and Cash Receipts, we noted the following:</p> <ul style="list-style-type: none"> • During our testing of cash receipts, we noted that the Director who handles the operating account was the initial collector of monies. Since the bookkeepers' duties include bank deposits, posting monies collected in the computer and bank reconciliation, there is not an appropriate level of segregation of duties if they are also the initial collector of monies. • The Director is an authorized check signer and has the ability to write and sign checks to herself. 	High
<p>5. <u>Cash Receipts:</u> We noted the following discrepancy during our testing of cash receipts:</p> <ul style="list-style-type: none"> • For 1 out of 5 cash receipts tested, monies were not remitted to the designated office personnel on the same day as received, as required by the School's Fiscal Management Policy. Per review of supporting documentation, the monies were collected between 9/22/10 and 9/30/10 and deposited on 10/6/10. 	Low
<p>6. <u>Cash Disbursements:</u> We noted the following during our testing of cash disbursements:</p> <ul style="list-style-type: none"> • 2 out of the 5 cash disbursements tested were not properly approved. • 1 out of the 5 cash disbursements tested did not contain required prior approval. • 1 out of the 5 cash disbursements tested did not have proper dual check signage. The School's Fiscal Management Policy states that non-recurring checks greater than \$1,000 are required to have two signatures. 	High

Executive Summary - continued

Individual Charter School Issues	Risk Rating
Sebastian Charter Junior High - continued	
<i>Internal Audit Charter School Review Findings - continued</i>	
7. <u>Background Screening</u> : We noted the following during out testing of background screenings: <ul style="list-style-type: none"> • One board member's background screening expired October 2010 and the board member was not re-screened until January 2011. • The school did not have the current screening on file for 1 of 5 employees sampled and 1 of 8 board members. The District had the proper screenings on file. 	High
8. <u>Insurance Requirements</u> : As stipulated in Section F, pages 17 - 21 of the Charter School Contract between the District and Sebastian Charter Junior High, Inc, the School is not in compliance with the following insurance requirements: <ul style="list-style-type: none"> • Commercial General Liability Insurance – the commercial property insurance deductible for the leased modular unit attached to the School is \$2,500 per occurrence. The maximum deductible limit as stipulated per the Charter School Contract (page 19 section (3)) is \$1,000 per occurrence. 	Low
<i>As Reported from the External Independent Auditor's Report for Fiscal Year 2010</i>	
9. <u>Segregation of Duties</u> : Based on inquiry with management and the cash receipts/cash disbursement testing above, duties are not appropriately segregated.	Material Weakness
10. <u>Financial Statement Preparation</u> : Based on inquiry with management the School has not been able to recruit a board member capable of preparing or adequately reviewing the financial statements, including footnote disclosures. Currently, the responsibility is held by a Board Member that has bookkeeping experience.	Material Weakness

During the course our review of the District's charter schools, we reviewed the District's current practices of charter school monitoring, communication, contract verbiage, etc to best practices other Florida School Districts with charter schools. Noting areas of improvement in regards to the following: Fiscal and Formal Monitoring of Charter Schools, Background Screenings and Sponsor/ Charter School Contract Consistency. The details of these best practice observations are included within this report.

Background

Background

What are Charter Schools?

Charter schools are governed by Florida Statute. These statutes require each school to have a sponsor. For those Charter Schools in Indian River County, the District is that sponsor. This means, pursuant to Florida Statute 1002.33 (5) & (6), the terms and conditions for the operation of a charter school are set forth by the sponsor and the applicant in a written contractual agreement called a charter. The sponsor should monitor and review the charter school in its progress towards the goals established in the charter as well as the revenues and expenditures of the charter school.

The purpose of charter schools as stated in Florida Statute 1002.33 (2) is to:

- Improve student learning and academic achievement.
- Increase learning opportunities for all students, with special emphasis on low-performing students and reading.
- Encourage the use of different and innovative learning methods.
- Require the measurement of learning outcomes.
- Create innovative measurement tools.
- Provide rigorous competition within the public school district to stimulate continual improvement in all public schools.
- Expand the capacity of the public school system.
- Mitigate the educational impact created by the development of new residential dwelling units.
- Create new professional opportunities for teachers, including ownership of the learning program at the school.

The following are the results of the operation of the charter schools for the year ended June 30, 2010:

<u>Charter School</u>	<u>Total Revenue</u>	<u>Total Expenditures</u>	<u>Net</u>	<u>Fund Balance</u>
Imagine Schools at South Vero	\$ 4,931,528	\$ 4,949,851	\$ (18,323)	\$ 89,679
Indian River Charter High School	5,535,291	4,152,757	1,382,534	3,067,891
North County Charter Elementary	937,439	792,924	144,515	175,996
Sebastian Charter Jr High	1,124,511	1,052,218	72,293	77,847
St Peter's Academy	1,127,902	1,156,297	(28,395)	55,681
	<u>\$13,653,280</u>	<u>\$12,104,047</u>	<u>\$ 1,549,233</u>	<u>\$3,467,094</u>

Relationship with the District

Charter Schools are reported as discretely presented component units in accordance with GASB Statement 14. The Charter Schools report FTE data to the District, which ultimately is reported to the Department of Education ("DOE"). Per the contract with the District, the charter schools provide monthly financial statements to the District including a balance sheet, and a statement of revenues and expenditures and changes in fund balances. The financial statements should be prepared in accordance with Generally Accepted Accounting Principles and in a format to include a detail of all revenue and expenditure activities relating to its operations. Florida Statute 1002.33(9)(g)(1) states that In order to provide financial information that is comparable to that reported for other public schools, charter schools are to maintain all financial records that constitute their accounting system in accordance with the accounts and codes prescribed in the most recent issuance of the publication titled "Financial and Program Cost Accounting and Reporting for Florida Schools.

The District receives all funds from the DOE and 'passes' them through to the Charter School. The District withholds five percent up to 250 FTE of those funds as a fee for the support they provide. The support includes contract management services, FTE and data reporting, exceptional student education administration, services related to federal school lunch program eligibility, test administration, processing of teacher certificate data, background screening monitoring and follow-up and information services in accordance with Florida Statute 1002.33(20)(a).

Background - continued

District's Duties as the Charter School Sponsor

The following represents an excerpt from F.S.1002.33(5)(b) that describes the District's duties as the Sponsor:

- 1) a. The sponsor shall monitor and review the charter school in its progress toward the goals established in the charter.
- b. The sponsor shall monitor the revenues and expenditures of the charter school and perform the duties provided in s. 1002.345.
- c. The sponsor may approve a charter for a charter school before the applicant has identified space, equipment, or personnel, if the applicant indicates approval is necessary for it to raise working funds.
- d. The sponsor's policies shall not apply to a charter school unless mutually agreed to by both the sponsor and the charter school.
- e. The sponsor shall ensure that the charter is innovative and consistent with the state education goals established by s. 1000.03(5).
- f. The sponsor shall ensure that the charter school participates in the state's education accountability system. If a charter school falls short of performance measures included in the approved charter, the sponsor shall report such shortcomings to the Department of Education.
- g. The sponsor shall not be liable for civil damages under state law for personal injury, property damage, or death resulting from an act or omission of an officer, employee, agent, or governing body of the charter school.

The following describes the notification requirements and corrective actions for the identified financial conditions:

Conditions	Notification Requirements	Corrective Action
1. Failure to provide an audit required by s. 218.39, F.S.	If a charter school fails to provide for an audit required by s. 218.39, F.S., or fails to comply with reporting requirements pursuant to s. 1002.33 (9), F.S., A sponsor shall notify the governing board within 7 business days after conditions 1 and/or 2 occurs.	Creation of Corrective Action Plan
2. Failure to comply with reporting requirements pursuant to s. 1002.33(9), F.S.		
3. Charter schools is experiencing a deteriorating financial condition	<p>If a deteriorating financial condition (condition 3 above) is identified through an annual audit:</p> <p>The independent auditor shall notify the governing board of the charter school upon completion of the audit, and the governing board shall notify the sponsor within 7 days of receipt of notification that a deteriorating financial condition exists.</p> <p>If a deteriorating financial condition is identified through a monthly financial report, the sponsor shall notify the charter school governing board within 7 business days.</p>	Corrective Action Plan – for deteriorating condition.

Background - continued

District's Duties as the Charter School Sponsor - continued

Conditions	Notification Requirements	Corrective Action
4. Failure to pay loans or debt service when due as a result of lack of funds	The existence of one or more of these conditions constitutes a state of financial emergency.	Corrective Action Plan – for deteriorating or emergency condition.
5. Failure to pay uncontested claims to creditors within 90 days as a result of lack of funds	In an <u>audit</u> that reveals that one of the conditions in s. <u>218.503(1)</u> has occurred or will occur if action is not taken to assist the charter school the auditor shall notify the governing board of the charter school, the sponsor, and the Commissioner of Education within 7 days after the finding is made.	
6. Failure to transfer taxes, social security or retirements/benefits for employees	If one of the conditions in s. 218.503(1) has occurred or will occur if action is not taken to assist the charter school, the charter school shall notify the sponsor, the Commissioner of Education, and the Legislative Auditing Committee.	
7. Failure for one pay period to pay wages, salaries or retirement benefits to employees		
8. Unreserved or total fund balance or retained earnings deficit, or unrestricted or total net assets deficit, for which sufficient resources are not available to cover		

For conditions 1 and 2, the following represents the recommended steps in the creation of a corrective action plan:

1. The governing board and the sponsor shall develop a corrective action plan and file the plan with the Commissioner of Education within 30 business days after notification is received.
2. If the governing board and the sponsor are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. A letter signed by both parties should be sent to the Office of Independent Education and Parental Choice requesting the involvement of the Commissioner.
3. The governing board shall implement the final plan.
4. The governing board shall include the corrective action plan and the status of the implementation in the annual progress report to the sponsor.
5. If the governing board fails to implement the corrective action plan within 1 year after one or more of the conditions resulting in the establishment of a plan occur, the State Board of Education shall prescribe any steps necessary for the charter school to comply with state requirements.
6. The chair of the governing board shall annually appear before the State Board of Education and report on the implementation of the State Board of Education's requirements referenced above (5).

Background - continued

Financial Condition Statutory Requirements

Effective July 1, 2009, Senate Bill 278 amends ss. 218.503 and 1002.33, and creates s. 1002.345, related to a charter school's financial conditions which include the following:

Conditions	Statute Excerpts
1. Failure to provide an audit required by s. 218.39, F.S.	<p><i>If a charter school has not been notified by the first day of the fiscal year that a financial audit for that fiscal year will be performed by the Auditor General, the charter school shall have an annual financial audit completed within 12 months after the end of its fiscal year by an independent CPA retained by it and paid from its public funds (s. 218.39(1)(e)).</i></p> <p><i>If the charter school fails to provide the audit, the school will be subject to expedited review by the sponsor (s. 1002.345(1)(a)1)</i></p>
2. Failure to comply with reporting requirements pursuant to s. 1002.33(9), F.S.	<p><i>Charter schools shall provide annual financial report and program cost report information in the state-required formats for inclusion in district reporting. A charter school shall provide a monthly financial statement to the sponsor in a form prescribed by the DOE (s. 1002.33(9)(g)).</i></p> <p><i>The governing board shall report its progress annually to its sponsor. The DOE developed accountability report shall include a component on the financial status of the charter school which must include revenues and expenditures at a level of detail that allows for analysis of the ability to meet financial obligations and timely repayment of debt (s. 1002.33(9)(k)).</i></p> <p><i>If the charter school fails to comply with the reporting requirements, the school will be <u>subject to expedited review</u> by the sponsor (s. 1002.345(1)(a)2.)</i></p>
3. Charter schools is experiencing a deteriorating financial condition	<p><i>A "deteriorating financial condition", identified through an annual audit or a monthly financial statement, means a circumstance that significantly impairs the ability of a charter school to generate enough revenues to meet its expenditures without causing the occurrence of a condition s. 1002.345(1)(a)3.</i></p> <p><i>The charter school is <u>subject to expedited review</u> if a deteriorating financial condition is identified through an annual audit or monthly financial statement.</i></p>
4. Failure to pay loans or debt service when due as a result of lack of funds	<p><i>Failure within the same fiscal year in which due to pay short-term loans or failure to make bond debt service or other long-term debt payments when due, as a result of a lack of funds s. 218.503(1)(a).</i></p>
5. Failure to pay uncontested claims to creditors within 90 days due to lack of funds	<p><i>Failure to pay uncontested claims from creditors within 90 days after the claim is presented, as a result of lack of funds s. 218.503(1)(b).</i></p>
6. Failure to transfer taxes, social security or retirements/benefits for employees	<p><i>Failure to transfer at the appropriate time, due to lack of funds:</i></p> <ul style="list-style-type: none"> • <i>Taxes withheld on the income of employees; or</i> • <i>Employer and employee contributions for: Federal social security; or</i> • <i>Any pension, retirement, or benefit plan of an employee.</i> <p><i>s. 218.503(1)(c)</i></p>

Background - continued

Financial Condition Statutory Requirements

Effective July 1, 2009, Senate Bill 278 amends ss. 218.503 and 1002.33, and creates s. 1002.345, related to a charter school's financial conditions which include the following:

Conditions	Statute Excerpts
7. Failure for one pay period to pay wages, salaries or retirement benefits to employees	<p><i>Failure for one pay period to pay, due to lack of funds:</i></p> <ul style="list-style-type: none"> • <i>Wages and salaries owed to employees, or;</i> • <i>Retirement benefits owed to former employees.</i> <p>s. 218.503(1)(d)</p>
8. Unreserved or total fund balance or retained earnings deficit, or unrestricted or total net assets deficit, for which sufficient resources are not available to cover	<p><i>An unreserved or total fund balance or retained earnings deficit, or unrestricted or total net assets deficit, as reported on the balance sheet or statement of net assets on the general purpose or fund financial statements, for which sufficient resources of the local governmental entity, charter school, charter technical career center, or district school board, as reported on the balance sheet or statement of net assets on the general purpose or fund financial statements, are not available to cover the deficit. Resources available to cover reported deficits include net assets that are not otherwise restricted by federal, state, or local laws, bond covenants, contractual agreements, or other legal constraints. Fixed or capital assets, the disposal of which would impair the ability of a local governmental entity, charter school, charter technical career center, or district school board to carry out its functions, are not considered resources available to cover reported deficits s. 218.503(1)(e).</i></p>

For conditions 3-8, the following represents the recommended steps for implementing a corrective action plan:

1. The governing board and the sponsor shall develop a corrective action plan and file the plan with the Commissioner of Education within 30 business days after notification of the charter school's financial condition (deteriorating or emergency) is received.
2. If the governing board and the sponsor are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. A letter signed by both parties should be sent to the Office of Independent Education and Parental Choice requesting the involvement of the Commissioner.
3. The Commissioner will review the corrective action to determine whether the strategies identified in the plan adequately address the financial challenges facing the charter school.
4. If the Commissioner determines that the corrective action plan is not sufficient, a financial recovery plan will be required. (State of Financial Emergency – see below).
5. If the Commissioner determines that the corrective action is sufficient, the governing board shall be responsible for implementing the plan.
6. The governing board shall include the corrective action plan and the status of the implementation in the annual progress report to the sponsor.
7. If the governing board fails to implement the corrective action plan within 1 year after one or more of the conditions resulting in the establishment of a plan occur, the State Board of Education shall prescribe any steps necessary for the charter school to comply with state requirements.
8. The chair of the governing board shall annually appear before the State Board of Education and report on the implementation of the State Board of Education's requirements referenced above (6).

Background - continued

Financial Condition Statutory Requirements - continued

Finally, as noted in step 4 above, if the Commissioner determines that the corrective plan is not sufficient the charter school must operate under a condition of financial emergency and perform the following steps:

1. The charter school shall develop and submit a financial recovery plan to the Commissioner of Education for review and approval within 30 days of being notified that the charter school is in a state of financial emergency and a financial recovery plan is needed.
2. The charter school shall file the approved financial recovery plan with the Commissioner.
3. The governing board shall monitor the financial recovery plan in order to ensure compliance.
4. The governing board shall include the financial recovery plan and the status of its implementation in the annual progress report to the sponsor.
5. The Commissioner of Education has the authority to declare that a charter school is no longer in a state of financial emergency upon determination that the charter school has met the conditions specified in s. 218.504(6).
6. The sponsor may decide not to renew or may terminate a charter if the charter school fails to correct the deficiencies noted in the corrective action plan within 1 year after being notified of the deficiencies or exhibits one or more financial emergency conditions specified in s. 218.503(1) for 2 consecutive years.

Objectives and Approach

Objectives and Approach

Objectives

Our review was limited primarily to finance and compliance related matters and did not include a review of the charter schools' operations such as education, child care or any other non-financial areas. The review covered the following areas:

- Financial Operations, including external audit deficiencies reported for the year ended June 30, 2010
- Teacher Certification and Staff Screening
- Sponsor Contract and Compliance with Florida Statutes
- Board Minutes and Members

Approach

Our review approach consisted of three phases:

Understanding and Documentation of the Process

We conducted interviews with Charter School Liaison and the Fiscal Assistant at the District, the District CFO, Accounting Manager and Deputy Superintendent. We discussed the scope and objectives of the audit work, obtained preliminary data, and established working arrangements. We obtained copies of contracts, the annual accountability reports, June 30, 2010 external financial audits, board meeting minutes and other documents deemed necessary. We reviewed the applicable Florida Statutes and District Policies. The above documentation was reviewed for the charter schools and the level of risk to the District for each school was determined based on the following criteria:

- Financial stability
- ~~Academic performance~~
- Deficiencies noted in external auditors' report for the year ended June 30, 2010
- Timeliness of report submissions to District and the State

We reviewed all the findings from the June 30, 2010 audited financial statements and noted within each charter school section of the report the status of the significant items.

Detailed Testing

The purpose of this phase was to test compliance and controls. Our fieldwork testing was conducted at the District's office and charter school sites utilizing sampling and other auditing techniques to meet our audit objectives outlined above.

Our detailed testing was broken into two distinct areas as follows:

- I. **District Review** - We conducted testing of District operations in the following areas:
 - Contract compliance and oversight
 - Controls surrounding monitoring of compliance
 - Communication with charter schools

Objectives and Approach - continued

Approach - continued

- II. **Specific Charter Review** - To test compliance with Florida Statutes and the Sponsor (District) contract, we conducted onsite school visits at the five charter schools.

We conducted detailed testing in the following areas:

- Cash Disbursements
- Cash Receipts
- Submission of Monthly and Annual Financial Reporting
- Bank Reconciliations
- Significant Reportable Matters
- Staff certification and screening to include fingerprinting
- Insurance
- Certificates of Occupancy
- Oversight and governance of the charter schools board
- Status of any deficiencies noted in the external auditors' report as of June 30, 2010

Sample sizes, where appropriate, were determined based upon the preliminary risk assessment as described above.

Findings identified are included in the individual charter school overview and issue section of this report.

Reporting

During this phase, we summarized our findings of the individual charter schools. We reviewed the results of our testing with the individual charter schools and have included the District's and each individual charter school's written responses and action plan in the report.

Individual Charter School Review

Imagine Schools at South Vero

6000 4th Street
Vero Beach, FL 32968

Charter Contract Date:

July 1, 2008 through June 30, 1013

Membership:

Fiscal Year	Student Membership				
	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
School's Initial Forecast	N/A	N/A	175	740	700
Head Count for Year	N/A	N/A	434	577	744

Financial Data: (rounded 000)

	Audited	Audited	Audited	Audited
	June 30, 2007	June 30, 2008	June 30, 2009	June 30, 2010
Unrestricted Cash and Equivalents	N/A	N/A	\$ 220,240	\$ 322,853
Net Assets	N/A	N/A	\$ (24,788)	\$ (43,111)
Change in Net Assets	N/A	N/A	\$ (24,788)	\$ (18,323)
Fund Balance	N/A	N/A	\$ 113,956	\$ 89,679

Charter School Grade:

Per Florida Department of Education: Florida School Grades

Grade	2006-2007	2007-2008	2008-2009	2009-2010
		N/A	N/A	C

Corporate Board:

President/Chairperson: David Bailey
Vice President: Bill McMullen
Treasurer: Brandy Brackett
Secretary: Stephanie Harmody
Board Member: Deborah Seeley

Governing Board:

The members are the same as listed above.

School Administration:

Principal: Jon Sternberg
Sponsor: The School Board of Indian River County

Comments:

Management Agreement:

Imagine Schools at South Vero, a division of Imagine Schools at South Indian River County, LLC, June 20, 2008, entered into an operating agreement with, Imagine Schools Non-Profit Inc., the management company on June 20, 2008. The agreement requires an indirect cost allocation equal to 12% of the per-pupil funding provided by the state and local governments, plus an administrative fee of \$2,500 per month for the first 240 months of operation (20 years). The total allocation charged to operations for the year ended June 30, 2010 amounted to \$437,407.

Per review of the October 12, 2010 board meeting minutes, it was noted that Imagine Schools, Inc gave the school an additional advance for \$250,000 for the increase of rent from \$92,000/month to \$110,630/month.

Imagine Schools at South Vero - continued

Comments: - continued

Facilities and Equipment:

The school has committed to pay a facility allocation to an affiliated company of the management company for the building where the school is located. The school has also committed to pay various equipment use fees to their management company for certain equipment use at the school's location. The following is a schedule of future minimum least payments for the following years ending June 30th:

	<u>Facilities</u>	<u>Equipment</u>	<u>Total</u>
2011	\$ 1,216,930	\$ 146,727	\$ 1,363,657
2012	1,216,930	146,727	1,363,657
2013	1,216,930	-	1,216,930
	<hr/> \$ 3,650,790	<hr/> \$ 293,454	<hr/> \$ 3,944,244

Related Parties:

As noted above, the school has entered into multiple agreements with the management company and affiliated companies.

Other:

Imagine Schools at South Vero does not provide bus transportation to their students.

The school's monthly financial statements are compiled by the School's Management Company and Berman Hopkins Wright and LaHam CPAs and Associates, LLP serves as the school's external auditor.

Imagine Schools at South Vero

Rating	Issues	Recommendation	Management Response																																
High	<p>1. Financial Results</p> <p>We reviewed the audited financial statements as of June 30, 2010 and the January 2010-2011 Budget prepared by the school, noting the following:</p> <ul style="list-style-type: none"> The school's net asset deficit increased by \$18,323 from a deficit of \$24,788 reported in FY 2009 to a deficit of \$43,111 reported in FY 2010. The school's unrestricted net asset deficit increased by \$50,654 from a deficit of \$24,788 reported in FY 2009 to a deficit of \$75,442 reported in FY 2010. The school's current budget is based on a student projection of 768 students. The school's October 2010 and February 2011 counts report 745 and 740 students, respectively. As such, the current budget is not appropriate based on the actual student membership. <p>We reviewed the monthly financial results for November 2010 through January 2011, noting as summarized in the table below, Imagine Schools at South Vero has reported Deficiencies of Revenues Under Expenditures in the General Fund.</p> <table border="1" data-bbox="283 987 989 1177"> <thead> <tr> <th>General Fund</th> <th>Nov 2010</th> <th>Dec 2010</th> <th>Jan 2011</th> </tr> </thead> <tbody> <tr> <td>Revenues</td> <td>\$1,915,408</td> <td>\$2,464,608</td> <td>\$2,952,518</td> </tr> <tr> <td>Expenditures</td> <td>\$2,190,813</td> <td>\$2,484,450</td> <td>\$2,978,596</td> </tr> <tr> <td>Surplus/ (Deficit)</td> <td>(\$275,405)</td> <td>(\$19,842)</td> <td>(\$26,079)</td> </tr> </tbody> </table> <table border="1" data-bbox="283 1206 989 1364"> <thead> <tr> <th>All Funds</th> <th>Nov 2010</th> <th>Dec 2010</th> <th>Jan 2011</th> </tr> </thead> <tbody> <tr> <td>Revenues</td> <td>\$2,086,213</td> <td>\$2,925,565</td> <td>\$3,413,475</td> </tr> <tr> <td>Expenditures</td> <td>\$2,209,779</td> <td>\$2,789,337</td> <td>\$3,318,415</td> </tr> <tr> <td>Surplus/ (Deficit)</td> <td>(\$123,566)</td> <td>\$136,228</td> <td>\$95,060</td> </tr> </tbody> </table>	General Fund	Nov 2010	Dec 2010	Jan 2011	Revenues	\$1,915,408	\$2,464,608	\$2,952,518	Expenditures	\$2,190,813	\$2,484,450	\$2,978,596	Surplus/ (Deficit)	(\$275,405)	(\$19,842)	(\$26,079)	All Funds	Nov 2010	Dec 2010	Jan 2011	Revenues	\$2,086,213	\$2,925,565	\$3,413,475	Expenditures	\$2,209,779	\$2,789,337	\$3,318,415	Surplus/ (Deficit)	(\$123,566)	\$136,228	\$95,060	<p>We recommend that Imagine Schools at South Vero closely monitor current and projected financial results and provide the District their plan to improve the financial condition of the school.</p> <p>The District should meet with Imagine Schools at South Vero regarding their plan to mitigate the school's risk of a "financial emergency" and continue to closely monitor their financial condition.</p>	<p>Response: The original budget prepared by the school was based on 768 students. Once the certified count was received for the February FTE survey period the school did a budget revision based on 740 students. The revised budget was approved in the February Board meeting.</p> <p>Imagine Schools at South Vero received SAC's accreditation which qualified the school to receive capital outlay revenue this fiscal year. Due to the school being in its first year of eligibility the full amount of capital outlay will be disbursed to the school in small amounts through the month of March and then the balance of the allocation spread out over April, May and June. The capital outlay revenue has been considered in preparing the budget for the school. Once the capital outlay revenue has been received the school will no longer have deficiencies of revenues under expenditures.</p>
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Imagine Schools at South Vero - continued

Rating	Issues	Recommendation	Management Response
High	<p>1. Financial Results - continued</p> <p>Per review of the lease agreement, the school has committed to pay a facility allocation to an affiliated company of the management company for the building where the school is located, amounting to \$1,216,930 for FY 2011. Per review of the 2010/2011 budget, the affiliated company from which the school leases the building, granted a payment reduction for the first 3 months of lease payments for FY 2011, which saved the school \$52,000.</p> <p>As of June 30, 2009, the external auditors identified this School with meeting a financial emergency condition described in Section 218.503(1) Florida Statute. The external auditors deemed this issue as corrected as of June 30, 2010, but given the deficit net assets in 2010 and 2009 and unrestricted net assets deficit \$75,442 as of June 30, 2010, this charter school is potentially moving towards a deteriorating financial condition.</p> <p>*Note, the subsequent financial information as referenced in management's response was provided to McGladrey May 2011, included financial information which was outside of the established scope of the Charter School Review. As such, McGladrey allowed the charter school the opportunity to update their previous management response provided April 2011.</p>		<p>Response: - continued The school does not agree that it is in any way "continuing to move towards a deteriorating financial condition." The numbers this statement is being based on does not take into consideration the capital outlay revenue or the revised budget. Additionally, the Auditor General's office has issued guidance stating that a negative net asset does not qualify as a deteriorating financial condition.</p> <p>The original budget prepared by the school was based on 768 students. Once the certified count was received for the February FTE survey period the school did a budget revision based on 740 students. The revised budget was approved in the February Board meeting</p> <p>ECD: 3/31/2011</p>

Imagine Schools at South Vero - continued

Rating	Issues	Recommendation	Management Response												
High	<p>2. Bank Reconciliations</p> <p>We noted that the September 2010 and December 2010 bank reconciliations agreed to the general ledger, however, they did not agree to the compiled financial statements in totality, as follows:</p> <table border="1" data-bbox="300 451 991 613"> <thead> <tr> <th>Month</th> <th>Per Bank Reconciliation</th> <th>Per Financial Statement</th> <th>Diff</th> </tr> </thead> <tbody> <tr> <td>09/30/2010</td> <td>\$692,372</td> <td>\$697,372</td> <td>\$5,000</td> </tr> <tr> <td>12/31/2010</td> <td>\$321,367</td> <td>\$366,237</td> <td>\$44,870</td> </tr> </tbody> </table> <p>The bank reconciliations are prepared by the school's Bookkeeper and reviewed by the Board Chairman.</p> <p>Non performance of a complete bank reconciliation review to supporting documentation may cause delays in the identification of potential cash issues and / or irregularities.</p>	Month	Per Bank Reconciliation	Per Financial Statement	Diff	09/30/2010	\$692,372	\$697,372	\$5,000	12/31/2010	\$321,367	\$366,237	\$44,870	<p>We recommend that bank reconciliations be compared to the financial statements as part of the review process.</p> <p>Complete bank reconciliation reviews will help ensure that potential cash issues and / or irregularities are identified and resolved in a timely manner.</p>	<p>Response: When preparing the monthly compiled financial statements cash and cash equivalents are noted on the report. There are instances in which the cash and cash equivalent amount and the bank reconciliation will not agree. The school's bank reconciliation is performed monthly and has had no variance. The school will continue to check these numbers for accuracy.</p> <p>ECD: 3/31/2011</p>
Month	Per Bank Reconciliation	Per Financial Statement	Diff												
09/30/2010	\$692,372	\$697,372	\$5,000												
12/31/2010	\$321,367	\$366,237	\$44,870												

Imagine Schools at South Vero - continued

Rating	Issues	Recommendation	Management Response
Moderate	<p>3. Nonprofit Organization and Filing of Doing Business As (dba) Name</p>		
	<p><u>Nonprofit Organization</u> We noted that the following are not organized as nonprofit organizations:</p> <ul style="list-style-type: none"> • Imagine School at South Indian River County, LLC dba Imagine Schools at South Vero • Imagine Schools Non-Profit, Inc. – management company <p>Both Imagine Schools at South Indian River County, LLC and Imagine Schools Non-Profit, Inc have an active corporate status with the State of Florida.</p> <p>According to Florida Statute 1002.33 (12)(i), “A charter school shall organize as, or be operated by, a nonprofit organization.”</p> <p><u>Filing of dba Name:</u> We also noted that the school has not filed a registration of the dba name, Imagine Schools at South Vero, as of our testing.</p> <p>According to Florida Statutes, Title XLVI Section 865.09 <i>Fictitious Name (name under which business is transacted other than legal name) (3), Registration – “a person may not engage in business under a fictitious name unless the person first registers with the division by filing a sworn statement listing: (a) The name to be registered. (b) The mailing address of the business. (c) The name and address of each owner and, if a corporation, its Federal employer’s identification number and Florida incorporation or registration number.”</i></p>	<p>We recommend the school remediate the nonprofit organization status and filing of dba name immediately.</p>	<p>Response: Imagine Schools at South Indian River County, LLC ("School") is a nonprofit organization as required by Fla. Stat. s. 1002.33(12)(i). While "nonprofit organization" is not defined within Chapter 1002.33, Fla. Stat., the Florida Department of Education ("FDOE") has issued guidance as to the meaning of this term. Final Order on Declaratory Statement, dated 1/6/2010 ("FDOE Guidance"). The FDOE Guidance states specifically that "Nonprofit organization" means any corporation, trust, association, cooperative or other organization that is qualified under Section 501(c)(3) of the IRS code OR 1) is operated primarily for scientific, educational service, or charitable purpose in the public interest; 2) is not organized primarily for profit; 3) uses net proceeds to maintain, improve, or expand operations of the organization; and 4) has no part of its income or profit distributable to its members, directors or officers.</p> <p>This definition of nonprofit organization is consistent with the definition of this term in the Florida Single Audit Act. Fla. Stat. s. 215.97(2)(l). Notably, the FDOE Guidance provides that nonprofit organizational status may be achieved through either tax exempt status, pursuant to Section 501(c)(3) of the IRS Code, or meeting the four-part test.</p>

Imagine Schools at South Vero – continued

Rating	Issues	Recommendation	Management Response
Moderate	3. <i>Nonprofit Organization and Filing of Doing Business As (dba) Name - continued</i>		
			<p>Response - continued: Paragraph 10 of the FDOE Guidance states that the Guidance applies to the determination of nonprofit status regardless of organizational form. The School meets the first and second part of the four-part test because Section 2 of the School's Articles of Organization specifically states that it is organized for education and charitable purposes. As to the third and fourth parts of the test, the School has been submitting financial reports and budgets and has undergone independent audits since it began operations. These financial reports, budgets and audits verify that no proceeds of the School have been paid as a distribution to Imagine Schools Nonprofit, Inc. ("ISNP"), its sole member. Further, Section 5 of the School's Operating Agreement, as amended, specifically provides that no part of the School's income may be paid as a distribution to ISNP. Therefore, the School qualifies as nonprofit organization pursuant to Fla. Stat. s. 1002.33(12)(i).</p>

Imagine Schools at South Vero – continued

Rating	Issues	Recommendation	Management Response
Moderate	3. <i>Nonprofit Organization and Filing of Doing Business As (dba) Name - continued</i>		
			<p>Response - continued: The FDOE Guidance confirms that tax exempt status is not required for the School to be a nonprofit organization. Compare Fla. Stat. s. 1002.33(12)(i) (requiring charter schools to be "nonprofit organizations") with Fla. Stat. s. 1002.33(7)(a)(12) (providing that a charter school must have a 501(c)(3) tax exemption in order to qualify for a long-term charter contract). Even though tax exempt status is not required in order to be a nonprofit organization, the School's sole member, ISNP has a pending application for tax exemption with the IRS. Therefore, the School is currently considered to be tax exempt based on that pending application. However, as noted above, the School already meets the definition based on the FDOE Guidance, even without this pending application. For the reasons set forth above, the School is a nonprofit organization, as required by Fla. Stat. s. 1002.33(12)(i).</p> <p>The fictitious name Imagine Schools at South Vero has been registered as of 3/31/2011. This can be confirmed on Sunbiz.org.</p> <p>ECD: TBD</p>

Imagine Schools at South Vero - continued

Rating	Issues	Recommendation	Management Response
High	<p>4. Florida Education Finance Program (“FEFP”) Funding</p>		
	<p>January 2011 the District provided each school with the “October Count Adjustment”, which details the following:</p> <ul style="list-style-type: none"> • Monthly Distribution • Amount Earned July-December • Amount Paid • October FTE Adjustment <p>This information provided from the District, allows each school the ability to true up/down their respective FEFP funding as of January 2011.</p> <p>We obtained the October Count Adjustment from the school, as provided by the District and noted a difference of \$112,387, per review of the District 2010-2011 Funding for Charter Schools provided to each School from the District as of January 31, 2011, which amounted to \$2,504,720, as compared to the school’s general ledger as of January 31, 2011, which amounted to \$2,617,107.</p>	<p>We recommend that the school reconcile this difference to ensure proper recording of revenues.</p>	<p>Response: The school grosses up the FTE to account for the district administrative hold back fee and then expenses the fee below the line. The school does not receive any back up or breakdown from the school district so that the school can properly allocate to the different revenue streams received. In prior years the school received a monthly breakdown from the SDIRC which allowed for reconciliations to be easily performed. The school has requested this back several times this fiscal year but has been told that due to the reduction in the administrative hold back fee they can no longer provide that information. The school does not believe that the rating of “High” is an accurate assessment of the situation as the school has no control over the district NOT supplying the necessary back up and documentation.</p> <p>ECD: Unable to provide without confirmation from the district that they will provide the supporting documentation to be able to reconcile this item monthly</p>

Imagine Schools at South Vero - continued

Rating	Issues	Recommendation	Management Response
Low	<p>5. Cash Receipts</p> <p>We noted that the school's "Cash Handling Procedures" do not address timing of deposits.</p> <ul style="list-style-type: none"> We noted that 1 out of the 5 cash receipts tested was deposited nine business days after receipt of the cash. <p>Without proper controls surrounding cash collections, funds could be misappropriated.</p>	<p>We recommend that the school's "Cash Handling Procedures" be updated to include timing of deposits. Best practice would be that cash be deposited no more than 5 days after receipt and not held over a weekend.</p>	<p>Response: The school has an extremely strict internal controls policy especially in regards to cash handling. The deposit in question, as explained to the auditors, was collected during a summer week when there were very few staff members at work. In order to adhere to our segregation of duties established at the school the deposit was not made until an alternate person could make the deposit. During the normal course of the school year this is not a problem as there is plenty of staff on hand.</p> <p>ECD: N/A as it was an isolated incident due to the time of year and having very few staff on hand.</p>

Imagine Schools at South Vero – continued As Reported from the External Independent Auditor’s Report for Fiscal Year 2010

Management Comment	Issue As Originally Reported	Auditor Comments As of March 2011	Management Comments	Status
Material Weakness	<p>6. <u>IDEA Grant Award Recording:</u> <u>Criteria:</u> The School’s charter agreement requires the School to utilize the state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (the “Redbook”) <u>Condition:</u> During the course of the audit, it was noted that the School recorded their entire IDEA Grant funding as an accounts receivable while recording the offsetting entry against the expense. The School did not receive the entire award and the General Fund had to cover the remaining expenditures, therefore, the General Fund budget was over-expended by \$53,061 in the current year. <u>Cause:</u> The School was not following their reporting requirements. <u>Effect:</u> The School’s revenue was understated as the revenue was never being recorded and the expenditures were also being understated since they were being offset with the accounts receivable entry. <u>Management Response:</u> The school has submitted invoices to the Indian River School District for services under the IDEA grant. As of June 30, 2010 the school had not received the IDEA revenue that the school was entitled to therefore booking the expenses related to those revenues in the General Fund. Upon receipt of the IDEA revenues, both the revenues and the expenses would have been moved from the General Fund to the IDEA Fund for accurate reporting. Had the school received the IDEA funds that the school believes they are entitled to the General Fund would not have been over extended. In addition, grant revenues will be recorded at gross rather than net in going forward.</p>	<p>Per discussion with Management, the School will implement procedures to ensure proper IDEA Grant Award Recording.</p>	<p>Response: The school has set up separate GL account numbers specific to the IDEA funds. The school is recording the IDEA revenues and expenditures are being recorded in accordance with reporting guidelines set forth by the Florida Redbook. ECD: 3/31/11</p>	Open

Imagine Schools at South Vero – continued As Reported from the External Independent Auditor’s Report for Fiscal Year 2010

Management Comment	Issue As Originally Reported	Auditor Comments As of March 2011	Management Comments	Status
Material Weakness	<p>7. <u>Reconcile Accounts to Supporting Documentation</u>: <u>Criteria</u>: It is the School’s policy to reconcile all balance sheet accounts on a monthly basis. <u>Condition</u>: During the course of the audit, it was noted that deferred rent account was not reconciled to the supporting documentation. <u>Cause</u>: The School was not reconciling their general ledger to supporting documentation. <u>Effect</u>: The School’s trial balance had to be materially adjusted to reconcile errors in the amount of \$123,992. <u>Management Response</u>: The schools balance sheet accounts are reconciled on a monthly basis. The auditors are providing a schedule to the school so they may book the deferred rent expense each year until the schedule has been satisfied.</p>	<p>Per discussion with Management and review of the school’s monthly reconciliation folder, the school reconciles major balance sheet accounts monthly (cash, accounts payable and accounts receivable) and will fully reconcile all accounts by year end.</p>	<p>Response: The school has and will continue to reconcile the major balance sheet accounts monthly and will perform a full reconciliation of all accounts at year end. ECD: 07/30/10 for the monthly reconciliation 6/30/11 for the annual reconciliations</p>	Open

Imagine Schools at South Vero – continued As Reported from the External Independent Auditor’s Report for Fiscal Year 2010

Management Comment	Issue As Originally Reported	Auditor Comments As of March 2011	Management Comments	Status
Management Letter Comment	<p>8. <u>Proper Period Recording</u>:</p> <p><u>Criteria</u>: Generally accepted accounting principles require that expenses be recorded in the period in which the expense was incurred.</p> <p><u>Condition</u>: During the course of our audit, it was noted that \$1,846 of revenues and \$1,564 of expenditures relating to the National School Lunch program expenditures were not recorded in the correct period. Although these amounts are small, they are material to the food service fund.</p> <p><u>Effect</u>: The School’s trial balance had to be adjusted to reconcile these differences.</p> <p><u>Management Response</u>: The 2009-10 year was the first year the school participated in the NSLP. When the revenues were received in July they were inadvertently posted in July rather than June. The school will be more diligent in verifying the correct period for the revenue upon receipt and will post it accordingly going forward.</p>	<p>Per discussion with Management, the school will implement procedures to ensure proper period recording of NSLP revenues by year end.</p>	<p>Response: The school has implemented procedures as of 7/1/10 to ensure proper period recording of the NSLP revenues for the school. At year end all NSLP revenues will be reported in the proper period.</p> <p>ECD: 07/1/10</p>	<p>Open</p>

Board Member Questions and Responses

Questions	1	2	3	4	5
Are you a member of the Governing Board or the Corporate Board?	A	Yes	Yes	A	Yes
How long have you been on the Charter School's Board?	A	2 yrs	2 ½ yrs	A	March 2009
Are you a voting or non-voting member of the Board?	A	Voting	Voting	A	Voting
Do you regularly attend the Board meetings?	A	Yes	Yes	A	Yes
If so, how often are Board meetings held?	A	Monthly	Monthly	A	Monthly
Were you initially elected in a public meeting?	A	No	Yes	A	Yes
Have you been fingerprinted?	A	Yes	Yes	A	Yes
If so, when was the last date of fingerprinting?	A	2009	9/2008	A	4/24/09
Have you received a copy of the Articles of Incorporation of Imagine Schools at South Vero?	A	Yes	Yes	A	Yes
Have you received a copy of the By-Laws?	A	Yes	Yes	A	Yes
Have you received a copy of the charter between Imagine Schools at South Vero and the school District of Indian County?	A	Yes	Yes	A	Yes
At the Board meetings do you regularly receive financial reports?	A	Yes	Yes	A	Yes
If so, does the Board discuss these financial reports?	A	Yes	Yes	A	Yes
Does the Board approve the budget?	A	Yes	Yes	A	Yes
Does the Board approve amendments to the budget?	A	Yes	Yes	A	Yes
Describe any related party transactions with Imagine Schools at South Ver.	A	None	None	A	None

Please provide a brief summary of your qualifications as they relate to the Board of Directors of Imagine Schools at South Vero:

Board Member	Response
1	A
2	Completed required hours of CE for board members; CPA; parent of student
3	My professional background includes a Masters Degree in Education. Additionally I have a personal interest in facilitating the success of Imagine Schools at South Vero because I have two children currently enrolled.
4	A
5	Resume provided

(A) Did not receive response as of the report issuance

Indian River Charter High

6055 College Lane
Vero Beach, FL 32966

Charter Contract Date:

July 1, 2003 through June 30, 2018

Membership:

Fiscal Year	Student Membership				
	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
School's Initial Forecast	600	600	603	607	610
Head Count for Year	576	620	621	624	621

Financial Data: (rounded 000)

	Audited June 30, 2007	Audited June 30, 2008	Audited June 30, 2009	Audited June 30, 2010
Unrestricted Cash and Equivalents	\$ 118,000	\$ 320,000	\$ 1,432,881	\$ 1,815,648
Net Assets	\$ 393,000	\$ 3,746,029	\$ 3,745,977	\$ 5,128,511
Change in Net Assets	\$ (26,000)	\$ 251,000	\$ (52)	\$ 1,382,534
Fund Balance			\$ 1,785,935	\$ 3,067,891

Charter School Grade:

Grade	Per Florida Department of Education: Florida School Grades			
	2006-2007	2007-2008	2008-2009	2009-2010
	B	B	A	A

Corporate Board:

President/Chairperson: Gene Waddell
 Treasurer: Karl Zimmerman
 Secretary: Robert Brackett
 Board Member: Pamela Bjorkman
 Board Member: Joan Johnson
 Board Member: Rich Nalbandian
 Board Member: David Sullivan
 Board Member: Barbara Armour-Strimel

Governing Board:

The members are the same as listed above.

School Administration:

Principal: Cynthia Aversa
 Sponsor: The School Board of Indian River County

Comments:

Lease:

The school leases land and certain buildings under a lease agreement with Indian River State College through March 31, 2018. The lease provides for payments of \$4,750 per month (\$57,000/year) for each of the five years ending March 31, 2013; and \$5,000 per month (\$60,000/year) for each of the five years ending March 31, 2018. The lease has an option to be renewed for ten additional years. The lease stipulates that all improvements on property will become property of Indian River State College upon termination of the lease.

Indian River Charter High - continued

Comments:

Debt:

The following is a schedule of future maturities of long-term debt for the following years ending June 30th:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2011	\$ 284,764	\$ 92,980	\$ 377,744
2012	295,771	81,973	377,744
2013	307,652	70,092	377,744
2014	319,781	57,963	377,744
2015	332,389	45,355	377,744
2016-2018	989,464	55,705	1,045,169
	<hr/> \$ 2,529,821	<hr/> \$ 404,068	<hr/> \$ 2,933,889

Other:

Indian River Charter High School does not provide bus transportation to their students.

The school's monthly financial statements are compiled in-house and Morgan Jacoby Thurn Boyle & Associates, P.A. serves as the school's external auditor.

Construction has commenced on a single story classroom building, which will include interior alterations to the existing science room and filling in the existing north/south conveyance ditch for an amount of \$1,048,000.

Indian River Charter High School

Rating	Issues	Recommendation	Management Response																																
Low	<p>1. Financial Results</p> <p>We reviewed the audited financial statements as of June 30, 2010, the 2010-2011 Budget and the monthly financial statements submitted by the school to the District, noting the following:</p> <ul style="list-style-type: none"> The school's net assets increased by \$1,382,534 from \$3,745,977 reported in FY 2009 to \$5,128,511 reported in FY 2010. The monthly balance sheet is presented as a combination GASB 34 conversion (fixed assets and long-term liabilities), yet the presentation in the equity section is fund accounting. <p>We reviewed the monthly financial results for November 2010 through January 2011, noting as summarized in the table below by General Fund and in total for all Funds:</p> <table border="1" data-bbox="300 781 1003 971"> <thead> <tr> <th>General Fund</th> <th>Nov 2010</th> <th>Dec 2010</th> <th>Jan 2011</th> </tr> </thead> <tbody> <tr> <td>Revenues</td> <td>\$1,620,501</td> <td>\$1,971,646</td> <td>\$2,237,850</td> </tr> <tr> <td>Expenditures</td> <td>\$1,362,607</td> <td>\$1,657,759</td> <td>\$1,968,573</td> </tr> <tr> <td>Surplus/ (Deficit)</td> <td>\$257,894</td> <td>\$313,887</td> <td>\$269,277</td> </tr> </tbody> </table> <table border="1" data-bbox="300 1021 1003 1182"> <thead> <tr> <th>All Funds</th> <th>Nov 2010</th> <th>Dec 2010</th> <th>Jan 2011</th> </tr> </thead> <tbody> <tr> <td>Revenues</td> <td>\$3,748,288</td> <td>\$4,099,865</td> <td>\$4,366,485</td> </tr> <tr> <td>Expenditures</td> <td>\$1,560,429</td> <td>\$1,908,229</td> <td>\$2,426,025</td> </tr> <tr> <td>Surplus/ (Deficit)</td> <td>\$2,187,859</td> <td>\$2,191,636</td> <td>\$1,940,460</td> </tr> </tbody> </table>	General Fund	Nov 2010	Dec 2010	Jan 2011	Revenues	\$1,620,501	\$1,971,646	\$2,237,850	Expenditures	\$1,362,607	\$1,657,759	\$1,968,573	Surplus/ (Deficit)	\$257,894	\$313,887	\$269,277	All Funds	Nov 2010	Dec 2010	Jan 2011	Revenues	\$3,748,288	\$4,099,865	\$4,366,485	Expenditures	\$1,560,429	\$1,908,229	\$2,426,025	Surplus/ (Deficit)	\$2,187,859	\$2,191,636	\$1,940,460	<p>We recommend that the school present their monthly balance sheet in full fund accounting mode.</p>	<p>Response: IRCHS noted the auditor's request. At this time IRCHS will continue to submit statements as presented. The current format meets generally accepted accounting principles therefore this item should be withdrawn.</p> <p>ECD:</p>
General Fund	Nov 2010	Dec 2010	Jan 2011																																
Revenues	\$1,620,501	\$1,971,646	\$2,237,850																																
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Indian River Charter High School - continued

Rating	Issues	Recommendation	Management Response																											
High	<p>2. Monthly Report Submission</p> <p>Per our review of monthly financial statements from July 1, 2010 through January 31, 2011, we noted that 4 of the 7 monthly financial statements were not submitted timely to the District as stipulated per their Charter contract. <i>Part IV B. 3) Financial Accountability – Administrative Management states “the school shall provide monthly financial statements to the Sponsor by the 15th day of each month.”</i></p> <table border="1" data-bbox="300 542 907 860"> <thead> <tr> <th colspan="3">Monthly Financial Audit Report</th> </tr> <tr> <th>Month End</th> <th>Date Due</th> <th>Date Received</th> </tr> </thead> <tbody> <tr> <td>07/31/2010</td> <td>08/15/2010</td> <td>8/30/2010</td> </tr> <tr> <td>08/31/2010</td> <td>09/15/2010</td> <td>9/20/2010</td> </tr> <tr> <td>09/30/2010</td> <td>10/15/2010</td> <td>10/15/2010</td> </tr> <tr> <td>10/31/2010</td> <td>11/15/2010</td> <td>11/19/2010</td> </tr> <tr> <td>11/30/2010</td> <td>12/15/2010</td> <td>12/13/2010</td> </tr> <tr> <td>12/31/2010</td> <td>01/15/2011</td> <td>1/14/2011</td> </tr> <tr> <td>01/31/2011</td> <td>02/15/2011</td> <td>2/16/2011</td> </tr> </tbody> </table> <p>We also noted footing errors in the school’s monthly financial statements under the Capital Outlay budget column. This error has occurred on the monthly financial statements since October 2010.</p> <p>Untimely receipt of monthly financial statements may cause delays in identification of errors, irregularities and/or deteriorating financial condition.</p>	Monthly Financial Audit Report			Month End	Date Due	Date Received	07/31/2010	08/15/2010	8/30/2010	08/31/2010	09/15/2010	9/20/2010	09/30/2010	10/15/2010	10/15/2010	10/31/2010	11/15/2010	11/19/2010	11/30/2010	12/15/2010	12/13/2010	12/31/2010	01/15/2011	1/14/2011	01/31/2011	02/15/2011	2/16/2011	<p>We recommend that the monthly financial statements be submitted to the District as stipulated per the Sponsor Charter Contract in order to remain in compliance and facilitate a timely review of the school’s financial strength.</p> <p>We also recommend that the school perform additional due diligence on the monthly financial statements for prevention of reporting errors.</p>	<p>Response: As submission of the monthly financial reports requires approval from the Board of Directors, reports submitted in advance of the monthly Board meeting would be invalid. IRCHS board meetings are regularly scheduled the second Thursday of the month unless extraordinary circumstances arise. The audit report ignores the fact that these reports are reviewed earlier in the month and in great detail by the Finance, Budget and Audit Committee, prior to submission to the Board. This double review greatly minimizes any possibility of late identification of errors, irregularities and/or deteriorating financial condition. An occasional delay in submission does not raise this area to a high level of risk and therefore, should be reduced to a low level of risk, if not withdrawn altogether.</p> <p>ECD:</p>
Monthly Financial Audit Report																														
Month End	Date Due	Date Received																												
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Indian River Charter High School - continued

Rating	Issues	Recommendation	Management Response
High	3. Cash Receipts		
	<p>We noted the following during our testing of cash receipts:</p> <ul style="list-style-type: none"> For all 5 cash receipts tested, we were unable to test timeliness of deposit as there was no documented record of when the monies were received. The school's Cash Receipts Policy states that "Cash deposits will be made on the same day as receipt or no later than the following day." For 1 of 5 cash receipts tested, the required cash transmittal form was not attached with the cash submitted for deposit. The school's Cash Receipt Policy states "All cash receipts being transmitted to the school must be accompanied with a Cash Transmittal form." <p>Without the proper controls surrounding cash collections, funds could be misappropriated. In addition, incomplete and untimely deposits could result in errors in records and misappropriation of funds.</p>	<p>We recommend that the school perform the following:</p> <ul style="list-style-type: none"> Enhance the existing Cash Receipts Policy to require that all monies received be receipted with the received date in order to ensure that the school's Cash Receipts Policy is adhered to without exception. Require that the school's Cash Receipts Policy is adhered to without exception regarding inclusion of a cash transmittal form. <p>The above will assist in minimizing possible errors in records and misappropriation of funds.</p>	<p>Response: IRCHS concurs with the auditors findings in this area. Given the minimal amount of funds allocated to petty cash, this area does not, in and of itself rise to the level of high risk, and should be revised to a low risk, if not deleted altogether. IRCHS will enhance the existing Cash Receipts Policies.</p> <p>ECD:</p>

Indian River Charter High School - continued

Rating	Issues	Recommendation	Management Response
High	<p>4. Background Screening</p> <p>We noted the following during our testing of background screenings:</p> <ul style="list-style-type: none"> The school maintains emails from the District of when the persons have been fingerprinted, but does not maintain documentation to indicate that the employees and board screening pursuant to Section 1012.32 of the Florida Statutes has been cleared. The cleared documentation was not maintained for 12 of the 13 board members (8) and employees (5) sampled. For 1 of the 5 employees sampled, the employee's hire date was 9/7/2010 and the background screening did not occur until 2/4/2011. There was no indication of a prior screening on file. <p>Chapter 1002.33(12)(g) of the Florida State Statutes states the following:</p> <p><i>"A charter school shall employ or contract with employees who have undergone background screening as provided in s. 1012.32. Members of the governing board of the charter school shall also undergo background screening in a manner similar to that provided in s. 1012.32."</i></p>	<p>We recommend that the school obtain and maintain written evidence/confirmation for each one of its staff and School Board members to ensure that every employee and School Board Member has been properly screened. Unless the school monitors and maintains records relating to the results of the screening, they are unable to guarantee compliance with Florida Statutes and risk the viability of the school's charter and continued existence.</p>	<p>Response: IRCHS disagrees with the auditor's assessment. The School District of Indian River County charges IRCHS a retention fee to retain on file all fingerprinting records. Additionally, the school district, as sponsor, holds a 5% administrative fee. IRCHS has taken into consideration your suggestions and has since obtained copies of fingerprinting reports and will in the future, maintain duplicate records. Since the School District of Indian River County does retain complete records, this does not rise to the level of high risk and should be withdrawn.</p> <p>ECD:</p>

Board Member Questions and Responses

Questions	1	2	3	4	5	6	7	8
Are you a member of the Governing Board or the Corporate Board?	Yes	Both	A	Governing	Yes	Governing	A	Yes
How long have you been on the Charter School's Board?	13 yrs	8 yrs	A	8 yrs	13 yrs	8 yrs	A	7 yrs
Are you a voting or non-voting member of the Board?	Voting	Voting	A	Voting	Voting	Voting	A	Voting
Do you regularly attend the Board meetings?	Yes	Yes	A	Yes	Yes	Yes	A	Yes
If so, how often are Board meetings held?	Monthly	Monthly	A	Monthly	Monthly & special as called	Monthly	A	Monthly
Were you initially elected in a public meeting?	Yes	Yes	A	Yes	Yes	Yes	A	Yes
Have you been fingerprinted?	Yes	Yes	A	Yes	Yes	Yes	A	Yes
If so, when was the last date of fingerprinting?	3 yrs	N/A	A	9/14/06	March 2011	July 2008	A	7 yrs ago
Have you received a copy of the Articles of Incorporation of Indian River Charter High School?	Yes	Yes	A	Yes	Yes	Yes	A	Yes
Have you received a copy of the By-Laws?	Yes	Yes	A	Yes	Yes	Yes	A	Yes
Have you received a copy of the charter between Indian River Charter High School and the School District of Indian County?	Yes	Yes	A	Yes	Yes	Yes	A	Yes
At the Board meetings do you regularly receive financial reports?	Yes	Yes	A	Yes	Yes	Yes	A	Yes
If so, does the Board discuss these financial reports?	Yes	Yes	A	Yes	Yes	Yes	A	Yes
Does the Board approve the budget?	Yes	Yes	A	Yes	Yes	Yes	A	Yes
Does the Board approve amendments to the budget?	Yes	Yes	A	Yes	Yes	Yes	A	Yes
Describe any related party transactions with of Indian River Charter High School.	None	None	A	None	None	None	A	None

Please provide a brief summary of your qualifications as they relate to the Board of Directors of Indian River Charter High School:

Board Member	Response
1	Former school board member, local business professional, interested community member
2	Entrepreneur, BS Economics, Planned and managed budgets in excess of \$40M, currently and previously active on boards that involve children and education; currently active member of Board of Trustees of Lipscomb University
3	A
4	Business owner, active member of community, served on Board of Directors for VNA/Hospice and Chamber of Commerce
5	Years as Sr Budget Analyst, long-term Planning Officer, Property Management and Administrative Oversight
6	Overseen budgets of millions of dollars and hundreds of employees. Very hands on operationally and in the community
7	A
8	Former Human Resource Management Manager in Corporation, Former elected tax collector, Involved in Government, Political and Private Boards

(A) Did not receive response as of the report issuance

North County Charter Elementary

6640 Old Dixie Highway
Vero Beach, FL 32967

Charter Contract Date:

July 1, 2002 through June 30, 2012

Membership:

Fiscal Year	Student Membership				
	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
School's Initial Forecast	116	116	116	134	134
Head Count for Year	102	100	94	135	146

Financial Data: (rounded 000)

	Audited June 30, 2007	Audited June 30, 2008	Audited June 30, 2009	Audited June 30, 2010
Unrestricted Cash and Equivalents	N/A	\$ 501,339	\$ 60,158	\$ 165,038
Net Assets	\$ 544,197	\$ 1,031,498	\$ 941,974	\$ 1,086,489
Change in Net Assets	\$ 98,911	\$ 487,301	\$ (89,524)	\$ 144,515
Fund Balance	\$ 272,754	\$ 172,827	\$ 74,678	\$ 175,996

Charter School Grade:

Per Florida Department of Education: Florida School Grades

Grade	2006-2007	2007-2008	2008-2009	2009-2010
		A	A	A

Corporate Board:

President/Treasurer: Kenneth Miller
 Vice President: Steve Chilberg
 Secretary: Claudette Pelletier
 Board Member: Joel Tyson
 Board Member: John McCants – former board member, recently deceased

Governing Board:

The members are the same as listed above.

School Administration:

Principal: Dorie Miller
 Sponsor: The School Board of Indian River County

Comments:

Debt: Effective February 24, 2011, the school received an amended, restated and consolidated promissory note from RBC, for the principal sum of \$2,350,000, with a maturity date of February 24, 2016. Interest will accrue on the unpaid principal at the greater of (1) an interest rate equal to 4% per annum or (2) an interest rate per annum equal to the LIBOR Base Rate plus 5%.

Known Related Parties: The school's President/Treasurer is related to the school's Principal, a 4th Grade Teacher and a Substitute Teacher. Also, another School Board Member's relative has been approved as a substitute teacher.

Other: Kmetz, Nuttall, Elwell, Graham PLCC compiles the school's monthly financial statements and also serves as the school's external auditor.

North County Charter Elementary

Rating	Issues	Recommendation	Management Response																																
Low	<p>1. Financial Results</p> <p>We reviewed the audited financial statements as of June 30, 2010, the 2010-2011 Budget and the monthly financial statements submitted by the school to the District, noting the following:</p> <ul style="list-style-type: none"> The school's net assets increased by \$144,515 from \$941,974 reported in FY 2009 to \$1,086,489 reported in FY 2010. On the monthly financial statements submitted by the school to the District, budget to actual by fund is provided for that month and period end. The District is not able to review and compare the period end budget to the annual budget, as the annual budget provided to the District at the beginning of each year is not broken out by fund. <p>We reviewed the monthly financial results for November 2010 through January 2011, noting as summarized in the table below by General Fund and in total for all Funds:</p> <table border="1" data-bbox="300 841 1003 1029"> <thead> <tr> <th>General Fund</th> <th>Nov 2010</th> <th>Dec 2010</th> <th>Jan 2011</th> </tr> </thead> <tbody> <tr> <td>Revenues</td> <td>\$357,770</td> <td>\$439,800</td> <td>\$510,951</td> </tr> <tr> <td>Expenditures</td> <td>\$228,901</td> <td>\$292,550</td> <td>\$329,723</td> </tr> <tr> <td>Surplus/ (Deficit)</td> <td>\$128,869</td> <td>\$147,250</td> <td>\$181,228</td> </tr> </tbody> </table> <table border="1" data-bbox="300 1084 1003 1240"> <thead> <tr> <th>All Funds</th> <th>Nov 2010</th> <th>Dec 2010</th> <th>Jan 2011</th> </tr> </thead> <tbody> <tr> <td>Revenues</td> <td>\$590,513</td> <td>\$766,719</td> <td>\$986,688</td> </tr> <tr> <td>Expenditures</td> <td>\$573,920</td> <td>\$786,279</td> <td>\$1,070,799</td> </tr> <tr> <td>Surplus/ (Deficit)</td> <td>\$16,593</td> <td>(\$19,560)</td> <td>(\$84,111)</td> </tr> </tbody> </table>	General Fund	Nov 2010	Dec 2010	Jan 2011	Revenues	\$357,770	\$439,800	\$510,951	Expenditures	\$228,901	\$292,550	\$329,723	Surplus/ (Deficit)	\$128,869	\$147,250	\$181,228	All Funds	Nov 2010	Dec 2010	Jan 2011	Revenues	\$590,513	\$766,719	\$986,688	Expenditures	\$573,920	\$786,279	\$1,070,799	Surplus/ (Deficit)	\$16,593	(\$19,560)	(\$84,111)	<p>We recommend that the annual budget submitted by the school to the District be broken out by fund, in order to allow the District to completely review and monitor monthly budget to actual financial results as reported by the school.</p>	<p>Response: The budget has never been requested to be submitted in the recommended format. We have always submitted the budget as required in the Florida statute and our contract with the District.</p> <p>The data is in our accounting system and can be submitted as recommended if requested by the District.</p> <p>ECD:</p>
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All Funds	Nov 2010	Dec 2010	Jan 2011																																
Revenues	\$590,513	\$766,719	\$986,688																																
Expenditures	\$573,920	\$786,279	\$1,070,799																																
Surplus/ (Deficit)	\$16,593	(\$19,560)	(\$84,111)																																

North County Charter Elementary - continued

Rating	Issues	Recommendation	Management Response																											
North County Charter Elementary – continued																														
Moderate	<p>2. Monthly Report Submission</p> <p>Per our review of monthly financial statements from July 1, 2010 through January 31, 2011, we noted that 2 of the 7 monthly financial statements were not submitted timely to the District as stipulated per their Charter contract. <i>Part IV B. 3) Financial Accountability – Administrative Management states “the school shall provide monthly financial statements to the Sponsor by the 15th day of each month.”</i></p> <table border="1" data-bbox="300 639 907 954"> <thead> <tr> <th colspan="3">Monthly Financial Audit Report</th> </tr> <tr> <th>Month End</th> <th>Date Due</th> <th>Date Received</th> </tr> </thead> <tbody> <tr> <td>07/31/2010</td> <td>08/15/2010</td> <td>8/17/2010</td> </tr> <tr> <td>08/31/2010</td> <td>09/15/2010</td> <td>9/15/2010</td> </tr> <tr> <td>09/30/2010</td> <td>10/15/2010</td> <td>10/15/2010</td> </tr> <tr> <td>10/31/2010</td> <td>11/15/2010</td> <td>11/15/2010</td> </tr> <tr> <td>11/30/2010</td> <td>12/15/2010</td> <td>12/13/2010</td> </tr> <tr> <td>12/31/2010</td> <td>01/15/2011</td> <td>1/14/2011</td> </tr> <tr> <td>01/31/2011</td> <td>02/15/2011</td> <td>2/16/2011</td> </tr> </tbody> </table> <p>Untimely receipt of monthly financial statements may cause delays in identification of errors, irregularities and/or deteriorating financial condition.</p>	Monthly Financial Audit Report			Month End	Date Due	Date Received	07/31/2010	08/15/2010	8/17/2010	08/31/2010	09/15/2010	9/15/2010	09/30/2010	10/15/2010	10/15/2010	10/31/2010	11/15/2010	11/15/2010	11/30/2010	12/15/2010	12/13/2010	12/31/2010	01/15/2011	1/14/2011	01/31/2011	02/15/2011	2/16/2011	<p>We recommend that the monthly financial statements be submitted to the District as stipulated per the Sponsor Charter Contract in order to remain in compliance and facilitate a timely review of the school’s financial strength.</p>	<p>Response: The District holds back funds for capital outlay, interest earned and tax millage. The school receives reports from the District on those funds somewhere between the 8th and 12th day of the month reflecting the status of the funds as of the end of the previous month. Many of those reports are dated several days before we actually receive them in our mailbox at the District office. By the time we receive the reports, providing there is no weekend involved, the school usually has 2 to 4 days to get the data to the CPA firm, get the report done and then delivered back to the District. We recommend that the reports from the District are produced earlier or move the due date to the 20th of the month.</p> <p>ECD:</p>
Monthly Financial Audit Report																														
Month End	Date Due	Date Received																												
07/31/2010	08/15/2010	8/17/2010																												
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North County Charter Elementary - continued

Rating	Issues	Recommendation	Management Response
High	<p>3. Segregation of Duties</p> <p>During our testing of cash receipts and cash disbursements, we noted the following segregation of duties conflicts:</p> <ul style="list-style-type: none"> • The President/Treasurer has the ability to posts cash receipts, prepares the bank deposit, takes the deposit to the bank and prepares the bank reconciliation. • The President/Treasurer is an authorized check signer and has the ability to write and sign checks to himself, as not all bank accounts require dual signatures on the checks. • The bank reconciliations are not independently reviewed by a second party. <p>Without proper segregation of duties and controls surrounding cash, there is an increased likelihood of errors, misappropriation of funds or other types of irregularities to occur without being detected in a timely manner.</p>	<p>To assist in ensuring that proper segregation of duties are in place, we recommend the following:</p> <ul style="list-style-type: none"> • Checks be written and signed by an authorized party other than the individual to whom the check is written. • All balance sheet reconciliations be reviewed and monitored by someone other than the preparer. Timely reconciliations along with respective reviews will help ensure that potential cash issues and / or irregularities are identified and resolved in a timely manner. 	<p>Response: Checks are not written to individuals and signed by that individual unless it is a dual signature check. Then the checks are for reimbursement purposes only. An example would be for travel expense or supply expenditures made by the individual for the school.</p> <p>Balance sheets are reflective of data reviewed by the CPA firm and the Board of Directors monthly. The Treasurer does not prepare balance sheets but merely prints them out for the Board of Directors meetings.</p> <p>No action or changes are planned by the school at this time.</p> <p>ECD:</p>

North County Charter Elementary - continued

Rating	Issues	Recommendation	Management Response
High	<p>4. Cash Receipts</p> <p>We noted the following during our testing of cash receipts:</p> <ul style="list-style-type: none"> For 4 out of 5 cash receipts tested, there was no documented record of when the monies were received to verify timely deposit. The school's Monetary Control Policy states that all money collected must be deposited intact to a depository as frequently as feasible and dictated by sound business practices. In any event funds must be deposited within 5 working days after receipt. For 1 of 5 cash receipts tested, the supporting documentation of the lunch monies received was more than the amount actually deposited. The school's Monetary Control Policy states that all deposits must equal the total amount of money taken in and recorded on receipts for the period covered by the deposit. <p>Without the proper controls surrounding cash collections, funds could be misappropriated. In addition, incomplete and untimely deposits could result in errors in records and misappropriation of funds.</p>	<p>We recommend that the school perform the following:</p> <ul style="list-style-type: none"> Enhance the existing Monetary Control Policy to require that all monies received be receipted with the received date in order to ensure that the school's Monetary Control Policy is adhered to without exception. Require that a person other than the initial collector reconcile the total amount of money taken in and recorded to the deposit to ensure that the school's Monetary Control Policy is adhered to without exception. <p>The above will assist in minimizing possible errors in records and misappropriation of funds.</p>	<p>Response: Lunch money is approximately 90% of the cash funds the school receives. More than half of that is in the form of checks.</p> <p>Lunch money is collected by the teachers each day and then delivered to the administrative assistant for recording in the computer and lunch account book. After counting the money and the lunches, the A.A. then delivers the money to the Principal who reconciles the funds and prepares the deposit. The Treasurer then takes the deposit to the bank.</p> <p>All funds are receipted in the computer as well as paper receipts.</p> <p>ECD:</p>

North County Charter Elementary - continued

Rating	Issues	Recommendation	Management Response
High	<p>5. Cash Disbursements</p>		
	<p>We noted the following during our testing of cash disbursements:</p> <ul style="list-style-type: none"> • 1 out of the 5 cash disbursements tested was disbursed on insufficient documentation (e.g. invoice/receipt). • The school utilizes 2 bank accounts for disbursements. One account requires dual signature no matter the check amount, the other account does not require dual signature. We noted expenditures ranging from food to computers made from the account that does not require dual signature. <p>Disbursements without proper authorization and/or prior approval could result in overspending of the budget and/or misappropriations of funds.</p>	<p>We recommend that the school perform the following:</p> <ul style="list-style-type: none"> • Process payments only when invoices and/or proper supporting documentation is obtained for accuracy and validity of payment. • Establish a policy that requires all expenditures over an established threshold requiring dual signatures. 	<p>Response: The school processes hundreds of invoices each year. In the field test done by the auditors they found one credit card purchase on an invoice of multiple purchases that was missing one receipt for \$22 that was for the purchase, from a thrift store, of some used basketballs for the playground. We do not know how the receipt became misplaced or lost.</p> <p>All major expenses are paid for with a dual signature check.</p> <p>Single signature checks are used primarily for the day to day purchase of fresh foods for the cafeteria.</p> <p>All expenditures are either approved in the budgeting process or at the Board of Directors meetings.</p> <p>Exceeding budget limits or misappropriation of funds has never been a problem for the school nor is it anticipated to be a problem in the future.</p> <p>Since no problems exist in this area, no changes are planned.</p> <p>ECD:</p>

North County Charter Elementary - continued

Rating	Issues	Recommendation	Management Response
North County Charter Elementary – continued			
High	6. Background Screening		
	<p>We noted the following during out testing of background screenings:</p> <ul style="list-style-type: none"> We were unable to review and confirm if the school maintains documentation to indicate that the employees and board members have undergone screening pursuant to Section 1012.32 of the Florida Statutes. <p>Chapter 1002.33(12)(g) of the Florida State Statutes states the following:</p> <p><i>“A charter school shall employ or contract with employees who have undergone background screening as provided in s. 1012.32. Members of the governing board of the charter school shall also undergo background screening in a manner similar to that provided in s. 1012.32.”</i></p>	<p>We recommend that the school obtain and maintain written evidence/confirmation for each one of its staff and board members to ensure that every employee and board member has been properly screened. Unless the school monitors and maintains records relating to the results of the screening, they are unable to guarantee compliance with Florida Statutes and risk the viability of the school’s charter and continued existence.</p>	<p>Response: Background screenings are kept on file at the school site as well as at the District office.</p> <p>ECD:</p>

North County Charter Elementary - continued As Reported from the External Independent Auditor's Report for Fiscal Year 2010

Management Comment	Issue As Originally Reported	Auditor Comments As of March 2011	Management Comments	Status
Significant Deficiency	<p>7. <u>Financial Statement Preparation:</u> The school lacks the skills and competencies to prepare the year end financial statements, including footnote disclosures.</p>	<p>Based on inquiry with management the school has not recruited a member capable of preparing or adequately reviewing the financial statements, including footnote disclosures.</p>	<p>Response: The school uses the services of a licensed CPA firm to assist in the preparation of its financial statements. In addition the Board of Directors President/Treasurer has 13 years of experience in doing the school's financial reports and 15 years experience in the banking & finance business.</p> <p>We do not agree with the comments of the auditors. Therefore, no action will be taken.</p> <p>ECD:</p>	Open

Board Member Questions and Responses

Questions	1	2	3	4
Are you a member of the Governing Board or the Corporate Board?	Governing	Yes	A	A
How long have you been on the Charter School's Board?	13 yrs	Since inception	A	A
Are you a voting or non-voting member of the Board?	Voting	Voting	A	A
Do you regularly attend the Board meetings?	Yes	Yes	A	A
If so, how often are Board meetings held?	Monthly	Monthly	A	A
Were you initially elected in a public meeting?	Yes	Yes	A	A
Have you been fingerprinted?	Yes	Yes	A	A
If so, when was the last date of fingerprinting?	Do not know	Last year	A	A
Have you received a copy of the Articles of Incorporation of North County Charter Elementary?	Yes	Yes	A	A
Have you received a copy of the By-Laws?	Yes	Yes	A	A
Have you received a copy of the charter between North County Charter Elementary and the school District of Indian County?	Yes	Yes	A	A
At the Board meetings do you regularly receive financial reports?	Yes	Yes	A	A
If so, does the Board discuss these financial reports?	Yes	Yes	A	A
Does the Board approve the budget?	Yes	Yes	A	A
Does the Board approve amendments to the budget?	Yes	Yes	A	A
Describe any related party transactions with North County Charter Elementary.		None	A	A

Please provide a brief summary of your qualifications as they relate to the Board of Directors of North County Charter Elementary:

Board Member	Response
1	Served 13 years as Treasurer and 12 ½ years as President, with 15 years experience in banking and finance.
2	Member of the Florida Bar and have represented School Boards of Broward and Palm Beach in the past.
3	A
4	A

(A) Did not receive response as of the report issuance

St. Peter's Academy Elementary

4250 38th Avenue
Vero Beach, FL 32967

Charter Contract Date:

July 1, 2008 through June 30, 2013

Membership:

Fiscal Year	Student Membership				
	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
School's Initial Forecast	110	112	129	120	127
Head Count for Year	106	99	113	124	151

Financial Data: (rounded 000)

	Audited June 30, 2007	Audited June 30, 2008	Audited June 30, 2009	Audited June 30, 2010
Unrestricted Cash and Equivalents	\$ 288,505	\$ 86,176	\$ 78,650	\$ 7,537
Net Assets	\$ 1,004,498	\$ 1,046,338	\$ 1,075,180	\$ 1,046,785
Change in Net Assets	\$ 119,072	\$ 41,840	\$ 28,842	\$ (28,395)
Fund Balance	\$ 424,389	\$ 163,263	\$ 58,449	\$ 55,681

Charter School Grade:

Per Florida Department of Education: Florida School Grades

	2006-2007	2007-2008	2008-2009	2009-2010
Grade	C	C	A	NOT GRADED

Corporate Board:

President/Chairperson: Andrew Jefferson
Treasurer: Robert Temple
Secretary: Mary McKinney
Board Member: Jennifer Lopez
Board Member: Clayton Broxton
Board Member: John Rorick
Board Member: Larry Taylor

Governing Board:

The members are the same as listed above.

School Administration:

Administrator: Ruth Jefferson
Sponsor: The School Board of Indian River County

St. Peter's Academy Elementary - continued

Comments:

Debt:

The following is a schedule of future maturities of long-term debt for the following years ending June 30th:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2011	\$ 50,804	\$ 30,319	\$ 81,123
2012	15,537	29,351	44,888
2013	16,569	28,319	44,888
2014	17,670	27,218	44,888
2015	18,845	26,044	44,889
2016-2020	114,750	106,690	224,440
2021-2025	158,285	66,155	224,440
2026-2028	120,000	12,160	132,160
	<u>\$ 512,460</u>	<u>\$ 329,256</u>	<u>\$ 841,716</u>

Known Related Parties:

The school's Board President and Principal are related.

The school leases some of its facilities under an annually renewable lease agreement with St. Peter's Missionary Baptist Church (the Church) for \$2,650 per month (\$31,800/year). Several of the members of the schools' Board of Directors are associated with the Church.

Effective April 2008, the school entered into a new lease with the Church to lease the real property, in addition to the multipurpose education building that was constructed during the current year. The lease commenced on July 1, 2006, and will expire 40 years from the effective date of the lease. The lease provides for an initial payment of \$364,875, with monthly payments of \$1 thereafter.

The school entered into a note payable agreement with the Church in order to help with construction costs accumulated in March 2008.

Other:

The school provides bus transportation via two owned buses.

The school's monthly financial statements are compiled in-house and Berman Hopkins Wright and LaHam CPAs and Associates, LLP serves as the school's external auditor.

St Peter's Academy Elementary

Rating	Issues	Recommendation	Management Response																																
Moderate	<p>1. Financial Results</p> <p>We reviewed the audited financial statements as of June 30, 2010 and the 2010-2011 Budget, noting the following:</p> <ul style="list-style-type: none"> The school's net asset decreased by \$28,395 from a surplus of \$1,075,180 reported in FY 2009 to a surplus of \$1,046,338 reported in FY 2010. The 2010/2011 annual budget, as presented by the school, included a \$0 budget for the capital projects fund, even though the school is receiving capital outlay from the state. The monthly financial statement, as provided by the school, does not include profit & loss budget performance comparison by fund. <p>We reviewed the monthly financial results for November 2010 through January 2011, noting as summarized in the table below, St Peter's Academy has reported deficits of Revenues Under Expenditures in the General Fund in two of the past three months.</p> <table border="1" data-bbox="300 873 1003 1062"> <thead> <tr> <th>General Fund</th> <th>Nov 2010</th> <th>Dec 2010</th> <th>Jan 2011</th> </tr> </thead> <tbody> <tr> <td>Revenues</td> <td>\$349,460</td> <td>\$420,744</td> <td>\$567,650</td> </tr> <tr> <td>Expenditures</td> <td>\$352,922</td> <td>\$443,376</td> <td>\$554,807</td> </tr> <tr> <td>Surplus/ (Deficit)</td> <td>(\$3,462)</td> <td>(\$22,632)</td> <td>\$12,843</td> </tr> </tbody> </table> <table border="1" data-bbox="300 1114 1003 1273"> <thead> <tr> <th>All Funds</th> <th>Nov 2010</th> <th>Dec 2010</th> <th>Jan 2011</th> </tr> </thead> <tbody> <tr> <td>Revenues</td> <td>\$564,338</td> <td>\$664,218</td> <td>\$899,514</td> </tr> <tr> <td>Expenditures</td> <td>\$450,893</td> <td>\$578,173</td> <td>\$704,352</td> </tr> <tr> <td>Surplus/ (Deficit)</td> <td>\$113,445</td> <td>\$86,045</td> <td>\$195,162</td> </tr> </tbody> </table>	General Fund	Nov 2010	Dec 2010	Jan 2011	Revenues	\$349,460	\$420,744	\$567,650	Expenditures	\$352,922	\$443,376	\$554,807	Surplus/ (Deficit)	(\$3,462)	(\$22,632)	\$12,843	All Funds	Nov 2010	Dec 2010	Jan 2011	Revenues	\$564,338	\$664,218	\$899,514	Expenditures	\$450,893	\$578,173	\$704,352	Surplus/ (Deficit)	\$113,445	\$86,045	\$195,162	<p>We recommend that the District continue to monitor the school's financial performance.</p> <p>We recommend that the school provide updated budgets to the District in a timely manner. We also recommend that the school include profit & loss budget performance comparison by fund on a monthly basis.</p>	<p>Response: The School's net assets decrease by \$28,395 as referenced by the internal Auditor was also addressed in the external Auditor's report, and as stated by the external auditor is largely related to the school's expenses for construction of the new multipurpose building in the previous school year.</p> <p>The Annual Budget as presented did not include the capital projects fund for the 2010-2011 year and has not been included in previous years. The school's annual Budget is and has been submitted to and reviewed by the School District since the school's inception. The District has accepted the school's annual budget as presented and has not indicated that the capital projects fund should be included. Since the District holds all capital outlay funds for the school and distributes the funds to the school through a reimbursement process only, it is likely that exclusion of the capital projects fund from the School's annual budget occurred, and was accepted by the District for this reason.</p> <p>The School's financial statements have always included a Profit & Loss Budget Performance report which is submitted and has been accepted as presented by the District on a monthly basis. It is the auditor's recommendation that the statements be submitted to include a profit & loss budget performance comparison by fund.</p>
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St Peter's Academy Elementary - continued

Rating	Issues	Recommendation	Management Response
Moderate	1. <i>Financial Results - continued</i>		<p>Response: - <i>continued</i>: It is to be noted, however, that this was not a requirement of the District. The School will incorporate the Profit & Loss Budget Performance comparison by fund as recommended by the internal auditor.</p> <p>The deficits reported in the school's monthly financial report for November and December in the General fund is due to the school's maintenance of records on a cash basis. The school pays in advance for Title One salaries, ARRA salaries, Food Service expenses, VPK salaries, and all Capital Outlay expenses and, must wait to be reimbursed for these expenses from the State, District and the Early Learning Coalition. While the financial reports indicated deficits as it relates to the monthly receipts verses expenditures, the school's end of month bank balances for November and December were \$88,400 and \$25,057 respectively. An accrual method rather than cash method will show a continuous surplus as the school has not and does not operate in a deficit at any time.</p> <p>The school has implemented an accrual method rather than cash basis method as recommended in this report.</p> <p>ECD: March 31, 2011</p>

St Peter’s Academy Elementary - continued

Rating	Issues	Recommendation	Management Response																											
High	<p>2. Monthly Report Submission</p> <p>Per our review of monthly financial statements from July 1, 2010 through January 31, 2011, we noted that 3 of the 7 monthly financial statements were not submitted timely to the District as stipulated per their Charter contract. <i>Part IV B. 4) Monthly Financial Reports</i> states the school shall provide monthly financial statements to the school Board by the 20th day of the following month.</p> <table border="1" data-bbox="285 542 915 860"> <thead> <tr> <th colspan="3">Monthly Financial Audit Report</th> </tr> <tr> <th>Month End</th> <th>Date Due</th> <th>Date Received</th> </tr> </thead> <tbody> <tr> <td>07/31/2010</td> <td>08/20/2010</td> <td>8/17/2010</td> </tr> <tr> <td>08/31/2010</td> <td>09/20/2010</td> <td>9/16/2010</td> </tr> <tr> <td>09/30/2010</td> <td>10/20/2010</td> <td>11/05/2010</td> </tr> <tr> <td>10/31/2010</td> <td>11/20/2010</td> <td>11/16/2010</td> </tr> <tr> <td>11/30/2010</td> <td>12/20/2010</td> <td>1/03/2011</td> </tr> <tr> <td>12/31/2010</td> <td>01/20/2011</td> <td>1/25/2011</td> </tr> <tr> <td>01/31/2011</td> <td>02/20/2011</td> <td>2/18/2011</td> </tr> </tbody> </table> <p>Untimely receipt of monthly financial statements may cause delays in identification of errors, irregularities and/or deteriorating financial condition.</p>	Monthly Financial Audit Report			Month End	Date Due	Date Received	07/31/2010	08/20/2010	8/17/2010	08/31/2010	09/20/2010	9/16/2010	09/30/2010	10/20/2010	11/05/2010	10/31/2010	11/20/2010	11/16/2010	11/30/2010	12/20/2010	1/03/2011	12/31/2010	01/20/2011	1/25/2011	01/31/2011	02/20/2011	2/18/2011	<p>We recommend that the monthly financial statements be submitted to the District as stipulated per the Sponsor Charter Contract in order to remain in compliance and facilitate a timely review of the school’s financial strength.</p>	<p>Response: The school is currently working with recently hired book-keeping staff to ensure that financial statements are submitted as required.</p> <p>ECD: February 1, 2011</p>
Monthly Financial Audit Report																														
Month End	Date Due	Date Received																												
07/31/2010	08/20/2010	8/17/2010																												
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St Peter’s Academy Elementary - continued

Rating	Issues	Recommendation	Management Response												
High	<p>3. Bank Reconciliations</p> <p>We noted the following per our review of the September and December 2010 bank reconciliations:</p> <ul style="list-style-type: none"> Both months of reconciliations carried \$23,000 deposit in transit pertaining to prior year adjustments. The September 2010 bank reconciliation did not agree to the general ledger. The September 2010 and December 2010 bank reconciliations did not agree to the total cash balance per the compiled financial statements in totality. <table border="1" data-bbox="300 610 932 766"> <thead> <tr> <th>Month End</th> <th>Per Bank Rec</th> <th>Per General Ledger</th> <th>Per Financial Statement</th> </tr> </thead> <tbody> <tr> <td>9/30/2010</td> <td>\$15,252</td> <td>\$21,283</td> <td>\$17,786</td> </tr> <tr> <td>12/31/2010</td> <td>\$35,054</td> <td>\$35,054</td> <td>\$25,058</td> </tr> </tbody> </table> <p>Non performance of a complete bank reconciliation review to supporting documentation may cause delays in the identification of potential cash issues and / or irregularities.</p>	Month End	Per Bank Rec	Per General Ledger	Per Financial Statement	9/30/2010	\$15,252	\$21,283	\$17,786	12/31/2010	\$35,054	\$35,054	\$25,058	<p>We recommend the following:</p> <ul style="list-style-type: none"> The \$23,000 deposit in transit be appropriately recorded. The bank reconciliations be compared to the financial statements as part of the review process. <p>Complete bank reconciliation reviews will help ensure that potential cash issues and / or irregularities are identified and resolved in a timely manner.</p>	<p>Response: The \$23,000 transit was addressed by the external auditor and occurred during the employment of the school’s previous bookkeeper who has been terminated. The school is working with newly hired book-keeping staff and is in the process of transition.</p> <p>Complete bank reconciliation reviews are conducted to ensure that any cash issues or irregularities are identified and resolved in a timely manner.</p> <p>ECD: March 31, 2011</p>
Month End	Per Bank Rec	Per General Ledger	Per Financial Statement												
9/30/2010	\$15,252	\$21,283	\$17,786												
12/31/2010	\$35,054	\$35,054	\$25,058												
Moderate	<p>4. Corporate Status</p> <p>Per review of www.sunbiz.org as of March 11, 2011, we identified that the school’s corporate status is listed as “inactive” due to the fact that their most recent annual report was not appropriately filed.</p>	<p>We recommend the school remediate their corporate status immediately.</p>	<p>Response: The School’s corporate status is currently active. The annual report was not filed in a timely manner by the previous bookkeeper whose position was terminated in October 2010. The School is working with newly hired bookkeeping staff to ensure that all deadlines are met and that all reports are filed within a timely manner.</p> <p>ECD: March 14, 2011</p>												

St Peter’s Academy Elementary - continued

Rating	Issues	Recommendation	Management Response
High	<p>5. Segregation of Duties</p> <p>During our testing of cash receipts and cash disbursements, per discussion with the Administrator, we noted the following segregation of duties conflicts:</p> <ul style="list-style-type: none"> On occasion, the Administrator receives monies and checks in the mail, prepares the bank deposit, takes the deposit to the bank and posts cash receipts. The Administrator is an authorized check signer and has the ability to write and sign checks to herself, as not all bank accounts require dual signatures on the checks, and posts cash disbursements. <p>Without proper segregation of duties and controls surrounding cash, there is an increased likelihood of errors, misappropriation of funds or other types of irregularities to occur without being detected in a timely manner.</p>	<p>To assist in ensuring that proper segregation of duties are in place, we recommend the following:</p> <ul style="list-style-type: none"> The Administrator not be an initial collector of cash from students and/or funds received in the mail. Once the cash/funds have been collected and documented, they should be submitted to the Bookkeeper. The bookkeeper will verify the count, sign and date Checks be written and signed by an authorized party other than the individual to whom the check is written. All balance sheet reconciliations be reviewed and monitored by someone other than the preparer. Timely reconciliations along with respective reviews will help ensure that potential cash issues and / or irregularities are identified and resolved in a timely manner. 	<p>Response: The Administrator is not and has never been an initial collector of cash from students. The assistant principal, teachers and secretary, not the Administrator receives cash from students and mail which includes checks, invoices, etc. The book-keeping staff receives checks, and prepares deposit slips and then gives the deposits to the Administrator to take to the Bank. The administrator has acquired, in the interim, certain bookkeeping duties during the vacancy of a full-time bookkeeper and will, however handle any of the above duties in the absence of the assistant principal, secretary and/or book-keeper. The School has recently hired new bookkeeping staff as a result of the termination of the school’s previous book-keeper in October, 2010. Since this time, the school is training new book-keeping staff and is in the process of transition.</p> <p>The Administrator is one of three authorized signers for the school. Checks written are for budget approved expenses only. The school allows one signature for checks as per recommendation by a previous auditor who suggested that the school change its policy to prevent problems if a second signer is unavailable.</p>

St Peter's Academy Elementary - continued

Rating	Issues	Recommendation	Management Response
High	5. <i>Segregation of Duties - continued</i>		<p>Response: - <i>continued</i> The school follows its adopted policies and procedures which are that all checks are written by the book-keeper and are then signed by the Administrator and/or other authorized signers for the school.</p> <p>Balance sheet reconciliations are prepared by the Bookkeeper and are then reviewed and monitored by the Administrator on a monthly basis.</p> <p>The above procedures are in place and have been since the school's inception.</p> <p>ECD: N/A</p>
High	6. <i>Capital Outlay</i>		
	<p>We noted that the school's Capital Outlay Allocation for FY 2010-2011 is estimated at \$61,941. Per review of the general ledger as of January 31, 2011, the school has recorded Capital Outlay revenue of \$78,822, an overstated amount of \$16,881.</p>	<p>We recommend that the school reconcile this difference to ensure proper recording of revenues.</p>	<p>Response: The Capital Outlay allocation has been corrected as recommended. The school has recently hired new bookkeeping staff and is in the process of transition.</p> <p>Reviews and reconciliations are conducted to ensure correct recording of all revenues.</p> <p>ECD: March 31, 2011</p>

St Peter’s Academy Elementary - continued

Rating	Issues	Recommendation	Management Response
High	<p>7. Cash Receipts</p> <p>We noted the following discrepancy during our testing of cash receipts:</p> <ul style="list-style-type: none"> For 1 out of 5 cash receipts tested, the copy of the check received was not attached to the deposit as required per the school’s operating procedures. For 2 out of 5 cash receipts tested, there was no documented record of when the monies were received to verify timely deposit. <p>Without the proper controls surrounding cash collections, funds could be misappropriated. In addition, incomplete and untimely deposits could result in errors in records and misappropriation of funds.</p>	<p>We recommend the following:</p> <ul style="list-style-type: none"> The school’s Operating procedure be updated to require that all monies received be receipted with the received date and that monies collected be deposited no more than 5 days after receipt and not held over a weekend All Operating procedures be adhered to without exception in order to minimize possible errors in records and misappropriation of funds. 	<p>Response: Referenced by the auditor is School District’s check #000382896 in the amount of \$60,510.70 and check #000382990 issued to St. Peter’s Academy for August 2010 FTE and reimbursement from Capital Outlay – for the school’s Seacoast National Bank mortgage. The bookkeeper kept a copy of the stubs rather than copies of the checks; all information however in the checks was duplicated in the stub, therefore adequate records were in place.</p> <p>Standard procedure is that checks and cash are deposited within one week of receipt.</p> <p>The school will implement a date log to track receipt of checks and cash to document timely deposits as recommended in this report.</p> <p>ECD: March 31, 2011</p>

St Peter's Academy Elementary - continued

Rating	Issues	Recommendation	Management Response
High	<p>8. Cash Disbursements</p> <p>We noted the following during our testing of cash disbursements:</p> <ul style="list-style-type: none"> • 1 out of the 5 cash disbursements tested did not contain required prior approval. • 1 out of the 5 cash disbursements tested was written to and signed by the Administrator. <p>Disbursements without the proper authorization and/or prior approval could result in overspending of the budget and/or misappropriations of funds.</p>	<p>We recommend that the school perform the following:</p> <ul style="list-style-type: none"> • Establish a process to ensure that expenditures/checks made by/to the Administrator be approved by the school's Board. • Ensure that the school's expenditure approval policy be followed without exception. 	<p>Response: Referenced by the auditor is check #25234 in the amount of \$57.25, which was issued to and signed by the administrator, an authorized signer. The check was for reimbursement of fees paid by credit card for staff fingerprinting charged by the School District. The School District will only accept form of payment for fingerprinting by money order, cashier's check, or credit card. Since the school's credit card was not available, the fee was charged to the administrator's credit card and then later reimbursed from the school's account. The expenditure is not an unapproved expense. Background and fingerprinting expenses are included in the school's annual budget.</p> <p>ECD: N/A</p>

St Peter’s Academy Elementary - continued

Rating	Issues	Recommendation	Management Response
High	<p>9. Background Screening</p> <p>We noted the following during out testing of background screenings:</p> <ul style="list-style-type: none"> • One board member’s background screening expired January 2010 and the board member was not re-screened until December 2010. • One board member’s background screening expired April 2010 and the board member was not re-screened until December 2010. <p>Chapter 1002.33(12)(g) of the Florida State Statutes states the following:</p> <p><i>“A charter school shall employ or contract with employees who have undergone background screening as provided in s. 1012.32. Members of the governing board of the charter school shall also undergo background screening in a manner similar to that provided in s. 1012.32.”</i></p>	<p>We recommend that the school implement a monitoring process to ensure that all employees and school board members have been properly screened. Unless the school properly monitors and maintains records relating to the results of the screening, they are unable to guarantee compliance with Florida Statutes and risk the viability of the school’s charter and continued existence.</p>	<p>Response: Five percent (5%) of the School’s revenue is paid to the School District of Indian River County for services it provides to the charter schools. One of the services provided is their monitoring of the school’s staff certification and background screening. St. Peter’s has relied upon the District’s report of rescreening due dates for staff, including Board members since the school’s inception. The school will, however, implement a monitoring process if it is determined that the District will no longer provide the service as recommended in this report.</p> <p>ECD: N/A</p>

St Peter’s Academy Elementary - continued

Rating	Issues	Recommendation	Management Response
High	<p>10. Insurance Requirements</p> <p>As stipulated in Section F, pages 29 - 38 of the Charter School Contract between the District and the school, the school is not in compliance with the following insurance requirements:</p> <ul style="list-style-type: none"> • School Leader’s Errors and Omissions – the school has not provided documentation to substantiate that they have obtained School Leader’s Errors and Omissions and Commercial Crime Insurance. See page 36 of the Charter School Contract. • Commercial Crime: Employee Dishonesty - the school has not provided documentation to substantiate that they have obtained School Leader’s Errors and Omissions and Commercial Crime Insurance. See page 38 of the Charter School Contract. • Property Insurance – the school leases some of its facilities with St. Peter’s Missionary Baptist Church. Per review of the property insurance certificate, St. Peter’s Missionary Baptist Church is listed as the insured party, not the school. The District is not listed as an additional insured, as stipulated on page 32 of the Charter School Contract. 	<p>We recommend that the school properly remediate the identified insurance requirements to be in compliance with the Charter School Contract.</p>	<p>Response: The School will review the insurance requirements stipulated by the sponsor contract with the school’s insurance agencies to ensure compliance.</p> <p>ECD: 5/30/2011</p>

St Peter's Academy Elementary - continued

As Reported from the External Independent Auditor's Report for Fiscal Year 2010

Management Comment	Issue As Originally Reported	Auditor Comments As of March 2011	Management Comments	Status
Significant Deficiency	<p>11. <u>Maintain Records on the Modified Accrual Basis of Accounting</u></p> <p><u>Criteria:</u> Generally accepted accounting principles require governments maintain their records on the modified accrual or an accrual basis of accounting.</p> <p><u>Condition:</u> The school's records were maintained on a cash basis whereby certain revenues are recognized when received and expenses are recognized when paid.</p> <p><u>Effect:</u> Fourteen adjustments were required at year-end to record numerous accounts receivable and account payable accruals and other reclassifications to properly state balances at June 30, 2010. Furthermore, financial information provided to the Board and externally during the year did not reflect the complete effects of the school's transactions for the periods presented. The total adjustments to receivables and due from other agencies/related parties totaled approximately \$58,000. The total adjustments to accounts payable were approximately \$21,000.</p> <p><u>Management Response:</u> The school shall convert its accounting procedures to a modified accrual basis from its current procedure of cash basis. This will include a reconciliation of all general ledger accounts.</p>	<p>Based on inquiry with management, the school will ensure that the financials will be on a modified accrual basis and all general ledger accounts will be reconciled by year end.</p>	<p>Response: The school has converted its accounting procedures to a modified accrual basis.</p> <p>ECD: March 31, 2011</p>	Open

St Peter's Academy Elementary - continued

As Reported from the External Independent Auditor's Report for Fiscal Year 2010

Management Comment	Issue As Originally Reported	Auditor Comments As of March 2011	Management Comments	Status
Material Weakness	<p>12. <u>Improve Bank Reconciliation Procedures</u></p> <p><u>Criteria:</u> A cash reconciliation that reconciles from the bank balance to the general ledger should be prepared and reviewed on a monthly basis to determine that all cash transactions have been recorded properly and to discover bank errors.</p> <p><u>Condition:</u> During our testing, we noted that while the school completes and reviews the bank reconciliations on a monthly basis there were oversights on three different occasions for the months of September 2009, October 2009 and February 2010. There were also several instances where outstanding checks were being reversed and then re-recorded as revenue. It was also noted that during the year, there were several checks that were reported as outstanding for numerous months and then reversed out, but never cleared.</p> <p><u>Effect:</u> Cash transactions may have been recorded improperly and bank errors may not be discovered.</p> <p><u>Management Response:</u> While the school administrator did review the reconciliation reports, they will be signed off on and reviewed monthly for transactions that did not clear. These transactions mentioned were due to opening of a new account after several checks were never received by vendors. This was per the banks recommendation. The school has already implemented a procedure of reviewing checks that did not clear.</p>	See issue #3.	<p>Response: employment of the school's previous bookkeeper who made improper adjustments as noted in the auditor's report. The bookkeeper has been terminated. The school is working with newly hired book-keeping staff and is in the process of transition.</p> <p>Complete reconciliation reviews are conducted to ensure that any cash issues or irregularities are identified and resolved in a timely manner.</p> <p>ECD: January 2011</p>	Open

St Peter's Academy Elementary - continued

As Reported from the External Independent Auditor's Report for Fiscal Year 2010

Management Comment	Issue As Originally Reported	Auditor Comments As of March 2011	Management Comments	Status
Material Weakness	<p>13. <u>Revenue Recognition</u></p> <p><u>Criteria:</u> The school is required to keep the revenues it receives from the State in the school's general ledger and cash account.</p> <p><u>Condition:</u> It was noted that during the year, there were three checks received from the State that were incorrectly recorded or not recorded at all within the school's records.</p> <p><u>Effect:</u> The school's revenue, cash and receivable accounts had to be materially adjusted to account for the missing transactions.</p> <p><u>Management Response:</u> All direct deposits will be made directly into the school's general operating account.</p>	<p>Based on inquiry with management the school will ensure that all deposits will be made into the school's general operating account and will be reviewed for proper recording by year end.</p>	<p>Response: The issue occurred during the employment of the school's previous bookkeeper who incorrectly recorded revenues and then made improper adjustments as noted in the auditor's report. The bookkeeper has been terminated. The school is currently working with newly hired bookkeeping staff and is in the process of transition.</p> <p>.ECD: October 2010</p>	Open

St Peter's Academy Elementary - continued

As Reported from the External Independent Auditor's Report for Fiscal Year 2010

Management Comment	Issue As Originally Reported	Auditor Comments As of March 2011	Management Comments	Status
<p>Significant Deficiency</p>	<p>14. <u>General Ledger Review:</u> <u>Criteria:</u> A timely review of the general ledger is required to identify and correct discrepancies that may occur from error. <u>Condition:</u> Throughout fieldwork, we noted various discrepancies in the general ledger which could have been corrected had a timely review been executed. <u>Effect:</u> The lack of review allowed material misstatements to occur. <u>Management Response:</u> The school shall implement a policy that the administration shall review the general ledger accounts prior to completion of the financial statements.</p>	<p>Based on inquiry with management, the school will ensure that administration will review the general ledger accounts prior to completion by year end.</p>	<p>Response: The discrepancies referenced occurred during the employment of the school's previous bookkeeper. The bookkeeper has been terminated. The school is currently working with newly hired book-keeping staff and is in the process of transition The general ledger is now reviewed monthly as part of the end of month reconciliation. ECD: March 31, 2011</p>	<p>Open</p>

St Peter's Academy Elementary - continued

As Reported from the External Independent Auditor's Report for Fiscal Year 2010

Management Comment	Issue As Originally Reported	Auditor Comments As of March 2011	Management Comments	Status
<p>Management Letter Comment</p>	<p>15. <u>Budget Amendments</u> <u>Criteria:</u> Section 1002.33(9)i of the Florida Statutes requires that the governing body of the charter school adopt an annual budget. This budget should be amended if management believes expenses will exceed actual appropriations. <u>Condition:</u> During the current year, actual expenditures exceeded final budgeted appropriations of the general fund by \$144,525 and \$14,239 in the food service fund. <u>Effect:</u> The school did not amend the budget to reflect additional expenditures incurred after the final amendment, thus the school's actual expenditures exceeded budgeted appropriations. <u>Management Response:</u> The budget will be reviewed on a monthly basis and amended if expenditures exceed budgeted amount.</p>	<p>Based on inquiry with management, the school is reviewing the budget on a monthly basis and it will be amended as required.</p>	<p>Response: The issue referenced occurred during the employment of the school's previous bookkeeper. The bookkeeper has been terminated. The school is currently working with newly hired bookkeeping staff and is in the process of transition. The annual budget is being reviewed monthly and amended as required. ECD: October 2010</p>	<p>Open</p>

St Peter's Academy Elementary - continued

As Reported from the External Independent Auditor's Report for Fiscal Year 2010

Management Comment	Issue As Originally Reported	Auditor Comments As of March 2011	Management Comments	Status
<p>Management Letter Comment</p>	<p>16. <u>Payroll Withholdings</u> <u>Criteria:</u> The school is required to pay their payroll liabilities in a timely manner with respect to each payroll disbursement. <u>Condition:</u> It was noted that during the year, there were two instances of where the payroll related liabilities were incorrectly paid and did not occur within a timely manner. <u>Effect:</u> The school's payroll liability account was incorrectly stated and as such, has a high account balance for the year ended June 30, 2010. This will also result in various bank and other penalties if this continues to be late. <u>Management Response:</u> Payroll tax deposits will be prepared with the payroll and payments made on the same day as payroll. In January 2010 this policy was implemented and payroll taxes are now being remitted electronically.</p>	<p>Based on inquiry with management, the school is ensuring that payroll tax deposits are prepared and made on the same day as the payroll.</p>	<p>Response: The issue referenced occurred during the employment of the school's previous bookkeeper. The bookkeeper has been terminated. The school is currently working with newly hired bookkeeping staff and is in the process of transition. Payroll tax deposits are prepared and made on the same day as the payroll. ECD: July 2010</p>	<p>Open</p>

Board Member Questions and Responses

Questions	1	2	3	4	5	6	7
Are you a member of the Governing Board or the Corporate Board?	Yes	A	Yes	Yes	Governing	A	Yes
How long have you been on the Charter School's Board?	11 yrs	A	12 yrs	4 yrs	5 yrs	A	12 yrs
Are you a voting or non-voting member of the Board?	Yes	A	Voting	Voting	Voting	A	Yes
Do you regularly attend the Board meetings?	Yes	A	Yes	Yes	Yes	A	Yes
If so, how often are Board meetings held?	Monthly	A	Monthly	Monthly	Monthly	A	Yes
Were you initially elected in a public meeting?	Yes	A	Yes	Yes	Yes	A	Yes
Have you been fingerprinted?	Yes	A	Yes	Yes	Yes	A	Yes
If so, when was the last date of fingerprinting?	2/20/07	A	August 2010	1/16/07	1/31/11	A	1/27/08
Have you received a copy of the Articles of Incorporation of St Peter's Academy?	Yes	A	Yes	Yes	Yes	A	Yes
Have you received a copy of the By-Laws?	Yes	A	Yes	Yes	Yes	A	Yes
Have you received a copy of the charter between St Peters Academy and the school District of Indian County?	Yes	A	Yes	Yes	Yes	A	Yes
At the Board meetings do you regularly receive financial reports?	Yes	A	Yes	Yes	Yes	A	Yes
If so, does the Board discuss these financial reports?	Yes	A	Yes	Yes	Yes	A	Yes
Does the Board approve the budget?	Yes	A	Yes	Yes	Yes	A	Yes
Does the Board approve amendments to the budget?	Yes	A	Yes	Yes	Yes	A	Yes
Describe any related party transactions with St Peter's Academy.		A		None	None	A	N/A

Please provide a brief summary of your qualifications as they relate to the Board of Directors of St Peter's Academy:

Board Member	Response
1	Business owner; Pastor
2	A
3	Write minutes of each board meeting.
4	Construction Management, Supervisor and Management – Business Owner
5	Retired IBM employee with 34 years of experience in finance and accounting.
6	A
7	A

(A) Did not receive response as of the report issuance

Sebastian Charter Jr. High

782 Wave Street
Sebastian, FL 32958

Charter Contract Date:

July 1, 2005 through June 30, 2015

Membership:

Fiscal Year	Student Membership				
	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
School's Initial Forecast	125	126	129	148	148
Head Count for Year	131	131	132	141	158

Financial Data: (rounded 000)

	Audited June 30, 2007	Audited June 30, 2008	Audited June 30, 2009	Audited June 30, 2010
Unrestricted Cash and Equivalents	\$ 59,448	\$ 43,227	\$ 28,324	\$ 73,660
Net Assets	\$ 403,584	\$ 419,789	\$ 415,339	\$ 487,632
Change in Net Assets	\$ 57,964	\$ 16,205	\$ (4,450)	\$ 72,293
Fund Balance	\$ 69,472	\$ 55,910	\$ 44,506	\$ 77,847

Charter School Grade:

Grade	Per Florida Department of Education: Florida School Grades			
	2006-2007	2007-2008	2008-2009	2009-2010
	A	A	A	A

Corporate Board:

President/Chairperson: John Rivera
Vice President: Michael Redstone
Treasurer: Jacquelyn Pearce
Secretary: William Ingui
Board Member: Ang Dong

Governing Board:

The members are the same as listed above.

School Administration:

Principal: Martha McAdams
Sponsor: The School Board of Indian River County

Comments:

Debt:

The school is in the process of obtaining financing for the construction of a junior high school for 270 students and approximately 20,000 square feet. The un-finalized construction budget is estimated at \$3,000,000.

Sebastian Charter Jr. High - continued

Comments:

Debt: - continued

Currently, the school has a mortgage note payable on their land and building with a local financial institution. The note payable requires monthly payments of \$4,399 including interest at 6.5%, and matures November 2019. The following is a schedule of future minimum least payments for the following years ending June 30th:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2011	\$ 31,518	\$ 21,271	\$ 52,789
2012	33,629	19,160	52,789
2013	35,881	19,159	52,789
2014	38,285	14,504	52,789
2015-2019	202,289	242,010	444,299
	<hr/>	<hr/>	<hr/>
	\$ 341,602	\$ 316,014	\$ 655,455

Known Related Parties:

The school's Principal and Assistant Director are related.

Other:

Kmetz, Nuttall, Elwell, Graham PLCC compiles the school's monthly financial statements and also serves as the school's external auditor.

Sebastian Charter Junior High

Rating	Issues	Recommendation	Management Response																																
Moderate	<p>1. Financial Results</p> <p>We reviewed the audited financial statements as of June 30, 2010, the 2010-2011 Budget and the monthly financial statements submitted by the school to the District, noting the following:</p> <ul style="list-style-type: none"> The school's net assets increased by \$72,293 from \$415,339 reported in FY 2009 to \$487,632 reported in FY 2010. On the monthly financial statements submitted by the school to the District, budget to actual by fund is provided for that month and period end. The District is not able to review and compare the period end budget to the annual budget, as the annual budget provided to the District at the beginning of each year is not broken out by fund. <p>We reviewed the monthly financial results for November 2010 through January 2011, noting as summarized in the table below, Sebastian Charter Junior High, Inc. has previously reported deficits of Revenues Under Expenditures in the General Fund in two of the past three months.</p> <table border="1" data-bbox="300 901 1003 1092"> <thead> <tr> <th>General Fund</th> <th>Nov 2010</th> <th>Dec 2010</th> <th>Jan 2011</th> </tr> </thead> <tbody> <tr> <td>Revenues</td> <td>\$349,536</td> <td>\$429,437</td> <td>\$534,309</td> </tr> <tr> <td>Expenditures</td> <td>\$351,562</td> <td>\$449,219</td> <td>\$526,676</td> </tr> <tr> <td>Surplus/ (Deficit)</td> <td>(\$2,026)</td> <td>(\$19,782)</td> <td>\$7,633</td> </tr> </tbody> </table> <table border="1" data-bbox="300 1143 1003 1304"> <thead> <tr> <th>All Funds</th> <th>Nov 2010</th> <th>Dec 2010</th> <th>Jan 2011</th> </tr> </thead> <tbody> <tr> <td>Revenues</td> <td>\$466,511</td> <td>\$559,390</td> <td>\$690,959</td> </tr> <tr> <td>Expenditures</td> <td>\$456,540</td> <td>\$567,046</td> <td>\$671,079</td> </tr> <tr> <td>Surplus/ (Deficit)</td> <td>\$9,971</td> <td>(\$7,656)</td> <td>\$19,880</td> </tr> </tbody> </table>	General Fund	Nov 2010	Dec 2010	Jan 2011	Revenues	\$349,536	\$429,437	\$534,309	Expenditures	\$351,562	\$449,219	\$526,676	Surplus/ (Deficit)	(\$2,026)	(\$19,782)	\$7,633	All Funds	Nov 2010	Dec 2010	Jan 2011	Revenues	\$466,511	\$559,390	\$690,959	Expenditures	\$456,540	\$567,046	\$671,079	Surplus/ (Deficit)	\$9,971	(\$7,656)	\$19,880	<p>We recommend that the District continue to monitor the school's financial performance.</p> <p>Also, we recommend that the annual budget submitted by the school to the District be broken out by fund, in order to allow the District to completely review and monitor monthly budget to actual financial results as reported by the school.</p>	<p>Response: The same format for the budget has been used for several years. Sebastian Charter Junior High's (SCJH) administration has never received a request from the School District of Indian River County (SDIRC) to provide the budget in any other format. SCJH has submitted budgets to the SDIRC as required in the Florida statue and the contract with the sponsor. No changes are planned at this time.</p> <p>According to a discussion with SCJH's CPA, it is not unusual for a 501 (3c) organization to have times during a fiscal year that expenditures exceed revenues. These times are planned for in SCJH's budget cycle. It should be noted that SCJH had more students from the beginning of the school year and for the October FTE than was projected. SCJH was paid based on the projected number of students not the actual number until January. Once the October FTE was verified by the SDIRC revenues increased. In addition, many expenses for the school year are "front loaded", such as insurance, textbooks, materials and supplies, etc.</p> <p>ECD:</p>
General Fund	Nov 2010	Dec 2010	Jan 2011																																
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Sebastian Charter Junior High - continued

Rating	Issues	Recommendation	Management Response																											
High	<p>2. Monthly Report Submission</p> <p>Per our review of monthly financial statements from July 1, 2010 through January 31, 2011, we noted that 5 of the 7 monthly financial statements were not submitted timely to the District as stipulated per their Charter contract. <i>Part IV B. 3) Financial Accountability – Administrative Management states “the school shall provide monthly financial statements to the Sponsor by the 15th day of each month.”</i></p> <table border="1" data-bbox="285 542 915 860"> <thead> <tr> <th colspan="3">Monthly Financial Audit Report</th> </tr> <tr> <th>Month End</th> <th>Date Due</th> <th>Date Received</th> </tr> </thead> <tbody> <tr> <td>07/31/2010</td> <td>08/15/2010</td> <td>8/23/2010</td> </tr> <tr> <td>08/31/2010</td> <td>09/15/2010</td> <td>9/20/2010</td> </tr> <tr> <td>09/30/2010</td> <td>10/15/2010</td> <td>10/19/2010</td> </tr> <tr> <td>10/31/2010</td> <td>11/15/2010</td> <td>11/19/2010</td> </tr> <tr> <td>11/30/2010</td> <td>12/15/2010</td> <td>12/13/2010</td> </tr> <tr> <td>12/31/2010</td> <td>01/15/2011</td> <td>1/14/2011</td> </tr> <tr> <td>01/31/2011</td> <td>02/15/2011</td> <td>2/18/2011</td> </tr> </tbody> </table> <p>Untimely receipt of monthly financial statements may cause delays in identification of errors, irregularities and/or deteriorating financial condition.</p>	Monthly Financial Audit Report			Month End	Date Due	Date Received	07/31/2010	08/15/2010	8/23/2010	08/31/2010	09/15/2010	9/20/2010	09/30/2010	10/15/2010	10/19/2010	10/31/2010	11/15/2010	11/19/2010	11/30/2010	12/15/2010	12/13/2010	12/31/2010	01/15/2011	1/14/2011	01/31/2011	02/15/2011	2/18/2011	<p>We recommend that the monthly financial statements be submitted to the District as stipulated per the Sponsor Charter Contract in order to remain in compliance and facilitate a timely review of the school's financial strength.</p>	<p>Response: SCJH has no control over outside factors that relate to the monthly report submission. SCJH must wait for bank statements to be received in order to do reconciliations needed for the preparation of the reports. The SDIRC holds funds for capital outlay, and tax millage. Reports on these accounts are required to be able to prepare the monthly reports and SCJH usually receives these reports from the SDIRC between the 8th to the 12th of the month. Once the information is obtained from the SDIRC and the bank, SCJH must submit information to our CPA firm, the personnel at the firm must then prepare the reports, send them back to SCJH who then must review the reports and get them signed by the appropriate Board representative. SCJH believes that it is unrealistic and unreasonable to expect that the monthly reports be prepared in 3-7 days after the receipt of information from the SDIRC. If a weekend or holiday occurs, it can mean additional delays. If an employee is out of the office or the CPA firm representative is not available, it becomes a burdensome task to complete the reports as requested on the 15th day of the month. SCJH will request that the SDIRC move the due date of the reports to the 20th of the month to be more realistic.</p>
Monthly Financial Audit Report																														
Month End	Date Due	Date Received																												
07/31/2010	08/15/2010	8/23/2010																												
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12/31/2010	01/15/2011	1/14/2011																												
01/31/2011	02/15/2011	2/18/2011																												

Sebastian Charter Junior High – continued

Rating	Issues	Recommendation	Management Response
High	2. <i>Monthly Report Submission - continued</i>		<p>Response: - <i>continued</i> It is requested that the risk factor rating be changed from high to low for this item. The average number of days that the reports were late is 5 days.</p> <p>Action: We will request in writing that the SDIRC change the due date for the monthly reports from the 15th to the 20th.</p> <p>ECD: May 20, 2011</p>

Sebastian Charter Junior High - continued

Rating	Issues	Recommendation	Management Response
High	<p>3. Bank Reconciliations</p> <p>The bank reconciliations are prepared by the school's Director and there is no documented review of the bank reconciliations to the compiled financial statements. Non performance of a review may cause delays in the identification of potential cash issues and / or irregularities.</p>	<p>We recommend that bank reconciliations be reviewed and monitored by someone other than the preparer. This review should be documented, which will help ensure that bank reconciliations and respective reviews are performed on a timely basis.</p> <p>Timely review of bank reconciliations will help ensure that potential cash issues and / or irregularities are identified and resolved in a timely manner.</p>	<p>Response: SCJH's accounting firm prepares our monthly financial statements. When they are preparing the reports they gain access to SCJH's Quick Book accounts via remote access, thus they can see and review every transaction that has taken place in the account registers. The Principal, the Treasurer and President have access to the reconciliation reports on a monthly basis; however they have not documented review of these reports.</p> <p>Action: Beginning with the preparation of the March, 2011 financial report, bank reconciliation reports will be reviewed and approved by the Principal so they are reviewed by someone other than the person who does the reconciliation.</p> <p>Since the CPA firm has access to view the Quick Book accounts via remote access and can see and review every transaction, SCJH is requesting that the relative risk factor be changed to low for this item.</p> <p>ECD: Completed for March, 2011 reconciliation reports</p>

Sebastian Charter Junior High - continued

Rating	Issues	Recommendation	Management Response
High	<p>4. Segregation of Duties</p> <p>During our testing of Cash Disbursements and Cash Receipts, we noted the following:</p> <ul style="list-style-type: none"> • During our testing of cash receipts, we noted that the Director who handles the operating account was the initial collector of monies. Since the bookkeepers' duties include bank deposits, posting monies collected in the computer and bank reconciliation, there is not an appropriate level of segregation of duties if they are also the initial collector of monies. • The Director is an authorized check signer and has the ability to write and sign checks to herself. <p>Thus, there is not an appropriate level of segregation of duties. Without proper segregation of duties and controls surrounding cash, there is an increased likelihood of errors, misappropriation of funds or other types of irregularities to occur without being detected in a timely manner.</p>	<p>To assist in ensuring that proper segregation of duties are in place, we recommend the following:</p> <ul style="list-style-type: none"> • Checks be written and signed by an authorized party other than the individual to whom the check is written. • The Director not be an initial collector of cash from students and/or funds received in the mail. Once the cash/funds have been collected and documented, they should be submitted to the Director. The Director will verify the count, sign and date. • All balance sheet reconciliations be reviewed and monitored by someone other than the preparer. 	<p>Response:</p> <p>a) It will be recommended to the Board of Director's to amend the Fiscal Management Policy to state: checks must be signed by an authorized party other than the individual to whom the check is written.</p> <p>b) It will be recommended to the Board of Director's to amend the Fiscal Management Policy to state: The Director will not be an initial collector of funds received in the mail. Once the cash/funds have been collected and documented, they will be submitted to the Director, who will verify the count, sign and date.</p> <p>c) Balance sheets are prepared by the CPA firm on a monthly basis. These are reviewed by the treasurer or President of the Board prior to signing them. The Principal receives a copy of the report by e-mail on a monthly basis. The Director reviews and prints the reports prior to giving them to the Board officer to sign. Thus this recommendation is already being instituted.</p> <p>SCJH does not feel any further action is needed at this time.</p> <p>ECD: Approved at Board Meeting, April 20, 2011</p>

Sebastian Charter Junior High - continued

Rating	Issues	Recommendation	Management Response
Low	<p>5. Cash Receipts</p> <p>We noted the following discrepancy during our testing of cash receipts:</p> <ul style="list-style-type: none"> For 1 out of 5 cash receipts tested, monies were not remitted to the designated office personnel on the same day as received, as required per review of the school's Fiscal Management Policy. Per review of supporting documentation, the monies were collected between 9/22/10 and 9/30/10 and deposited on 10/6/10. <p>Without the proper controls surrounding cash collections, funds could be misappropriated.</p>	<p>We recommend that the school's Fiscal Management procedure be followed without exception in order to minimize possible errors in records and misappropriation of funds. Best practice would be that cash be deposited no more than 5 days after receipt and not held over a weekend.</p>	<p>Response: The checks which were referenced were written to SCJH and kept in a locked fireproof cabinet from the time they were received by the Director until they were deposited. The checks were received by the sponsor and kept in a secure location prior to them being given to the Director. The SCJH Fiscal Management Policy states that "every effort is to be made to ensure that all deposits are made within forty-eight (48) hours of receipts of funds". This is not a realistic timeline and goes beyond the best practice suggestion in the audit report of 5 business days.</p> <p>Action: It will be recommended to the Board of Director's to amend the Fiscal Management Policy to read 10 business days instead of 48 hours.</p> <p>ECD: Changed to read 10 business days at Board meeting, April 20, 2011</p>

Sebastian Charter Junior High – continued

Rating	Issues	Recommendation	Management Response
High	<p>6. Cash Disbursements</p> <p>We noted the following during our testing of cash disbursements:</p> <ul style="list-style-type: none"> • 2 out of the 5 cash disbursements tested were not properly approved. . • 1 out of the 5 cash disbursements tested did not contain required prior approval. • 1 out of the 5 cash disbursements tested did not have proper dual check signage. The school’s Fiscal Management Policy states that non-recurring checks greater \$1,000 are required to have two signatures. <p>Disbursements without the proper authorization and/or prior approval could result in overspending of the budget and/or misappropriations of funds.</p>	<p>We recommend that the school perform the following:</p> <ul style="list-style-type: none"> • Establish a process to ensure that expenditures made by the Principal be approved by the school’s Board. • Ensure that the school’s expenditure approval policy be followed without exception. 	<p>Response: The items being referenced were for reimbursement of expenditures for staff members who had the proper receipts. Checks were issued by the Director based on the documentation. All expenditures, including those made by the Principal, are either approved in the budgeting process or at the Board of Director’s meetings. To have all expenditures made by the Principal approved by the school’s Board beyond what is already done is unreasonable and unrealistic. The SCJH Board of Director’s should not have to approve all expenditures made by the Principal as long as they are in a budgeted category. Reimbursements for travel expenses when the Principal goes out of town are approved by a Board Member. Reimbursements to the Principal for any expenditure over \$500 will be approved by a Board Member.</p> <p>The check that did not have dual signage was for \$1,177.50 for SCJH’s attorney. This was a single isolated incident.</p> <p>The Principal and Director will review the process for obtaining reimbursement with all staff members and ensure that the proper forms are completed correctly and signed and dated appropriately prior to reimbursement being given.</p> <p>ECD:</p>

Sebastian Charter Junior High - continued

Rating	Issues	Recommendation	Management Response
High	<p>7. Background Screening</p> <p>We noted the following during out testing of background screenings:</p> <ul style="list-style-type: none"> • One board member's background screening expired October 2010 and the board member was not re-screened until January 2011. • The school did not have the current screening on file for 1 of 5 employees sampled and 1 of 8 board members. The District had the proper screenings on file. <p>Chapter 1002.33(12)(g) of the Florida State Statutes states the following:</p> <p><i>"A charter school shall employ or contract with employees who have undergone background screening as provided in s. 1012.32. Members of the governing board of the charter school shall also undergo background screening in a manner similar to that provided in s. 1012.32."</i></p>	<p>We recommend that the school obtain and maintain written evidence/confirmation for each one of its staff and School Board members to ensure that every employee and School Board Member has been properly screened. Unless the school monitors and maintains records relating to the results of the screening, they are unable to guarantee compliance with Florida Statutes and risk the viability of the school's charter and continued existence.</p>	<p>Response: The Board Member's initial background screening was done and results of that screening were obtained by the school. The amount of time that the screen was lapsed was 3 months. There was still no criminal record for the individual. This was an isolated incident. The board member was informed that his fingerprints needed to be redone prior to the October, 2010 date when his initial screening expired. This is an isolated incident. Board members are now not only given a reminder of when there screenings expire they are requested to have it completed the month prior to the expiration. There has been a discussion with board members about the importance of getting the screenings done prior to their expiration. This discussion will be repeated at the next scheduled board meeting on April 20, 2011.</p> <p>The School District of Indian River County had proper screenings on file for all employees and board members and all were current. Copies of all employees and board members initial screenings were on file at SCJH. SCJH pays for employees to have their background screening done by the School District of Indian River County and the employee informs the personnel where they work. A portion of the fees for screening includes storage fee for keeping records on file. The SDIRC does not automatically send the records to SCJH. SCJH has to request a copy of the report to be sent to them after the process is complete.</p>

Sebastian Charter Junior High - continued

Rating	Issues	Recommendation	Management Response
High	7. <i>Background Screening - continued</i>		<p>Response: - <i>continued</i></p> <p>Action: A request was immediately sent to the SDIRC for the copies of the re-screenings that were not on file at the time of the audit and the copies are now in SCJH's files. A written request will now be given to the person who is being re-screened to give to the SDIRC requesting that a copy of the fingerprints be sent to the school so the reports can be forwarded to SCJH as soon as they are received by the SDIRC.</p> <p>SCJH is requesting that the relative risk factor on this item be changed to a rating of low.</p> <p>ECD: Completed prior to receiving audit report</p>

Sebastian Charter Junior High - continued

Rating	Issues	Recommendation	Management Response
Low	<p>8. Insurance Requirements</p> <p>As stipulated Section F, pages 17 - 21 of the Charter School Contract between the District and Sebastian Charter Junior High, Inc, the school is not in compliance with the following insurance requirements:</p> <ul style="list-style-type: none"> Commercial General Liability Insurance – the commercial property insurance deductible for the leased modular unit attached to the school is \$2,500 per occurrence. The maximum deductible limit as stipulated per the Charter School Contract (page 19 section (3)) is \$1,000 per occurrence. 	<p>We recommend that the school properly remediate the identified insurance requirements to be in compliance with the Charter School Contract.</p>	<p>Response: The deductible for the Commercial General Liability insurance for the leased modular unit attached to the school is \$2500 for wind and hail and \$1,000 for all other instances. The owner of the modular unit requested the coverage that has been obtained.</p> <p>ECD:</p>

Sebastian Charter Junior High – continued

As Reported from the External Independent Auditor’s Report for Fiscal Year 2010

Management Comment	Issue As Originally Reported	Auditor Comments As of March 2011	Management Comments	Status
Material Weakness	<p>9. <u>Segregation of Duties</u>: Employee duties were not always adequately separated between the authorization, custody and record keeping process for assets such as cash in bank accounts and purchased goods and services. We recognize that the size of the school limits the extent of separation of employee duties and we recommend the Board continue its high degree of involvement in the financial process.</p>	<p>Based on inquiry with management and the cash receipts/cash disbursement testing above, segregation of duties is not appropriately segregated.</p>	<p>Response: Due to the size of the organization there is not a realistic or cost effective solution to this situation. One CPA who is familiar with SCJH gave a verbal estimate that it would require hiring approximately 3 additional staff members and reassignment of many duties to try to remediate this situation. The Board approves the budget and budget amendments are done periodically during the fiscal year. SCJH has followed the suggestion of our external auditors and the Board continues its high degree of involvement in the financial process. SCJH feels that the Board’s involvement mitigates this item.</p> <p>See other items in this report that also deal with this issue.</p> <p>ECD:</p>	Open

Sebastian Charter Junior High – continued

As Reported from the External Independent Auditor’s Report for Fiscal Year 2010

Management Comment	Issue As Originally Reported	Auditor Comments As of March 2011	Management Comments	Status
Material Weakness	10. <u>Financial Statement Preparation</u> : The school lacks the skills and competencies to either prepare or adequately review the financial statements, including footnote disclosures. We recommend the Board recruit a member capable of preparing the financing statements, including footnote disclosures.	Based on inquiry with management the school has not been able to recruit a member capable of preparing or adequately reviewing the financial statements, including footnote disclosures. Currently, the responsibility lies within a Board Member that has bookkeeping experience.	<p>Response: The Principal of Sebastian Charter Junior High has a doctorate in Special Education Administration and 40 years of experience in education. She has been a district level administrator in three school districts, has taken courses in school finance and has experience as a business owner. The Director has been involved with SCJH and preparation and reviewing of financial reports for eleven years.</p> <p>The Chairman of the Board of Director’s has been on the Board for 5 years. He owns his own company, has 22 years of corporate management experience and is familiar with not only accrual accounting methods, but also the specific monthly reports.</p> <p>The Treasurer of the Board of Director’s has been on the Board for at least 5 years. She does the bookkeeping for her family’s business and is familiar with not only accrual accounting methods, but also the specific monthly reports.</p> <p>Attached is a letter from our external auditor stating that at this time he does not feel this item applies to SCJH. SCJH believes we are on track for remediation of this issue.</p> <p>ECD: June 30, 2011</p>	Open

Board Member Questions and Responses

Questions	1	2	3	4	5	6	7	8
Are you a member of the Governing Board or the Corporate Board?	Both	Yes	Yes	Governin g	Both	A	A	Yes
How long have you been on the Charter School's Board?	5 yrs	5 yrs	5 yrs	2 yrs	3 yrs	A	A	3 mths
Are you a voting or non-voting member of the Board?	Voting	Voting	Voting	Voting	Voting	A	A	Voting
Do you regularly attend the Board meetings?	Yes	Yes	Yes	Yes	Yes	A	A	Yes
If so, how often are Board meetings held?	Monthly	Monthly	Monthly	Monthly	Monthly	A	A	Monthly
Were you initially elected in a public meeting?	Yes	Yes	Yes	Yes	Yes	A	A	Yes
Have you been fingerprinted?	Yes	Yes	Yes	Yes	Yes	A	A	Yes
If so, when was the last date of fingerprinting?	5 yrs		June 2006	2009	2008	A	A	2007
Have you received a copy of the Articles of Incorporation of Sebastian Charter Junior High?	Yes	Yes	Yes	Yes	Yes	A	A	Yes
Have you received a copy of the By-Laws?	Yes	Yes	Yes	Yes	Yes	A	A	Yes
Have you received a copy of the charter between Sebastian Charter Junior High and the School District of Indian County?	Yes	Yes	Yes	Yes	Yes	A	A	Yes
At the Board meetings do you regularly receive financial reports?	Yes	Yes	Yes	Yes	Yes	A	A	Yes
If so, does the Board discuss these financial reports?	Yes	Yes	Yes	Yes	Yes	A	A	Yes
Does the Board approve the budget?	Yes	Yes	Yes	Yes	Yes	A	A	Yes
Does the Board approve amendments to the budget?	Yes	Yes	Yes	Yes	Yes	A	A	Yes
Describe any related party transactions with Sebastian Charter Junior High.	None	No	Note 1	None	N/A	A	A	None

Note 1: My husband's company bid on a job for the school and I recused myself.

Please provide a brief summary of your qualifications as they relate to the Board of Directors Sebastian Charter Junior High:

Board Member	Response
1	Member of the Vero Beach Community and a father of 3 children who cares about the quality of education in Indian River County.
2	33 yr educator for MS and HS; child attended SCJH and currently attends IRCHS; enjoy the experience of working in education through board membership; currently involved in educational software in several states outside of Florida; volunteer in IR schools as PTA President and the Gifted & Talented Research Committee.
3	Parent of a school aged student and have lived in the Sebastian Community for 14 years. Care about the education of all of our young people here and across the country.
4	Father of 2 children in the District; College Graduate; Member of the Florida Power & Light Leadership Team; Active Community involvement.
5	Direct the Recreation Department and very interested in children issues. Work closely with community leaders and my business background is an asset to the Board.
6	A
7	A
8	Parent who cares about the education of the children.

(A) Did not receive response as of the report issuance

District Level Observations

District Level Observations

Based on the results of our audits at the 5 charter schools, discussion with representatives from the charter schools, discussions with District and benchmarking to other Florida School Districts with charter schools, we have developed the following observations and recommended "best practices" for consideration as they relate to the overall District.

Monitoring

Observation

Financial Monitoring

Currently, on a monthly basis, the charter schools are required provide financial statements to the District. We noted that while all five charter schools prepare the monthly financial statements based on government-wide basis of accounting - Generally Accepted Accounting Principles ("GAAP"):

- 1 out of 5 charter schools present the balance sheet monthly as a combination GASB 34 conversion (fixed assets and long term liabilities), yet the presentation in the equity section is fund accounting, and
- 4 out of 5 charter schools do not include a reconciliation of the beginning and ending fund balance, which allows the District the ability to monitor changes in fund balances as compared to the current period surplus/deficit.

Financial emergency conditions as identified in Florida State Statutes Section 218.503 are as follows:

- (1)(a) Failure to make bond debt service or other long-term payments when due;
- (1)(b) Failure to pay uncontested claims from creditors within 90 days after the claim is presented;
- (1)(c) Failure to transfer at the appropriate time taxes withheld on the income of employees, employee contributions or any pension/retirement/benefit plan of an employee;
- (1)(d) Failure for one pay period to pay wages and salaries to employees, or retirement benefits to former employees;
- (1)(e) Unreserved or total fund balance or retained earnings deficit, or unrestricted or total net assets deficit as reported on the balance sheet or statement of net assets on the general purpose or fund financial statements for which sufficient resources of the local governmental entity as reported are not available to cover the deficit.

Financial failure of a charter school would disrupt students and could affect the District financially.

Formal Monitoring

As the sponsor, the District is required by Florida Statutes Section 1002.33(5)(b) to monitor and review the charter schools in their progress towards their goals established in the charter and the expenditures of the charter school. We noted that the District utilizes different methods of tracking document receipt and action items, and not all appropriate areas are formally tracked and/or documented. For example:

- Each charter contract has differing insurance requirement provisions. These provisions are not summarized and formally tracked to ensure compliance.
- After the District reviews the charter schools' monthly financial statements, follow up questions are submitted to the charter schools. This communication is filed at the District, but the action item itself is not formally logged and tracked as to disposition.

A formal documented monitoring program will benefit the District in ensuring timely receipt and review of the required documentation from the charter school, as the current Fiscal Assistant, whose responsibility entails monitoring of receipt of required documentation from the charter schools (monthly financial statements, board meeting minutes, etc) is in the Deferred Retirement Option Program. Noncompliance or failure of a charter school would disrupt students and could affect the District financially.

District Level Observations

Monitoring – continued

Recommended Action

We recommend that the District continue to refine its financial monitoring tool and include (but not limited to) the following financial monitoring activities:

- Develop and provide a checklist and financial reporting template to the Charter Schools that captures the financial information pursuant to the Charter contract and applicable Florida Statutes. We have provided a sample control self assessment tool in the appendix of this report. The benefit being the charter school Principal signs this representing completeness of reporting.
- Formally document and track outstanding issues identified in any of the monthly financial reports received in order to successfully achieve timely resolution for each item.
- Enhance the current charter school monitoring process by developing an all inclusive consolidated dashboard, with specific detailed monitoring steps with signoffs, that documents any issues with their disposition for each compliance area. We have provided a sample dashboard in the appendix of this report. The issues should be reviewed and any significant items that may affect the viability of the charter or be detrimental to the District (as Sponsor) should be documented and communicated to the Charter Liaison, the Charter School Administration and its Governing Body, District Administration, Superintendent and Board as deemed necessary.
- That the District perform annual site visits to all Charter Schools to support a more effective monitoring process and accomplish the monitoring requirements set forth by Florida Statutes 1002.33(5)(b) and charter provisions.
- That the District develop an all inclusive tracking form (e.g. Microsoft Excel) that lists all of the items required to be submitted to the District by each charter school in order to ensure that all items have been received by the due date and in order to be able to effectively follow up on pending items when necessary.

Background Screenings

Observation

Currently, the District maintains, verifies and monitors background screening records for all charter school employees and board members.

One of the five charters asserted that they do not maintain documentation that indicates the employees and board members had undergone screening and properly cleared pursuant to Section 1012.32 of the Florida Statutes. Also, for one of the five charter schools, we were unable to ascertain if the documentation is maintained as the charter school did not provide documentation pursuant to Section 1012.32 of the Florida Statutes.

Chapter 1002.33(12)(g) of the Florida State Statutes states the following:

“A charter school shall employ or contract with employees who have undergone background screening as provided in s. 1012.32. Members of the governing board of the charter school shall also undergo background screening in a manner similar to that provided in s. 1012.32.”

Unless the schools maintain records relating to the results of the screening, they are unable to guarantee compliance with Florida Statutes and risk the viability of the school’s charter and continued existence.

Recommended Action

We recommend that the District communicate the following to the charter schools:

- Responsibility of monitoring and ensuring that all background screenings have been obtained and/or are up to date is that of the individual charter school as stipulated in Chapter 1002.33(12)(g) of the Florida Statute.
- It is the responsibility of the charter school should maintain documented evidence/confirmation for each one of its staff and board members to ensure that every employee and board member has been properly screened.
- The District is available for assistance with background screenings, as needed.

District Level Observations

Sponsor/Charter School Contract Consistency

Observation

As the sponsor, the District is required by Florida Statutes Section 1002.33(5)(b) to monitor and review the charter schools in their progress towards their goals established in the charter and the revenues and expenditures of the charter school. During our testing we noted inconsistencies among the charter contracts in various areas including but not limited to the following:

- Monthly financial reporting deadlines (different deadlines – 15th (3 of 5 charter schools) or 20th (2 of 5 charter schools) of the following month).
- Per review of all 5 Charter School Contracts (Contract), the District does not stipulate the governing board makeup, how often each charter school's board should meet, nor does the contract require each charter school to submit board meeting minutes to the District. The District tracks receipt of the board meeting minutes and dates on a master tracking form. Per review of the District's charter school's board meeting minutes tracking tool we noted the following:
 - For 4 of 5 charter schools, there was a gap of at least two weeks between when the meeting was held and the minutes were received.
 - For 3 out of 5 charter schools there was a gap of at least a month between when the meeting was held and the minutes were received.
 - One charter school's Board had only met 3 times during a 7 month period.
- Inconsistent insurance requirements between the five sponsor/charter school contracts.

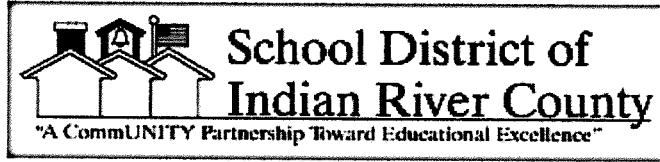
Lack of consistency among the charter contracts in these areas makes it more difficult for the District to monitor compliance. It is imperative for the District to perform timely review of board meeting minutes to stay abreast of current events and issues at the charter school, in accordance with F.S.1002.33(5)(b), which describes the District's duties as the Sponsor.

Recommended Action

We recommend that District standardize the charter contracts for the common elements that specifically relate to the statutory monitoring requirements including, but not limited to, the following areas:

- Consistency of monthly financial reporting deadlines, including assessing a reasonable period of time (best practice from other Florida School Districts is 30 days from month-end).
- Board meetings and minutes requirements
 - Board governance makeup to include a person with a solid financial background;
 - Requirements on how often the charter school's board should convene, at a minimum; and
 - Timeline requiring that board meeting minutes should be provided to the Sponsor within 10 days of the date of the meeting
- Consistency of insurance requirements.

Appendix



School District of Indian River County
Charter School Financial Report
Feed Back Form

Month Ending: [Date]

School:

The report was received in a timely manner [Yes] [No]

Due: Date

Rcvd: Date

The report was found to be:

- Acceptable
Acceptable w/ minor suggestions for improvement
Unacceptable--resubmission required

Issues and Observations

BALANCE SHEET:

- 1.
2.

STATEMENT OF REVENUES AND EXPENDITURES:

- 1.
2.

FEFP, Categorical and Other Funds

- 1.
2.

OTHER:

- 1.
2.

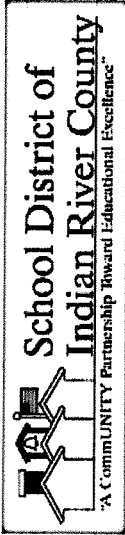
INDEPENDENT AUDIT REPORT OBSERVATIONS FOR FYE 6/30/08:

- 1.
2.

REMINDER:

Reviewed By: [District Staff]

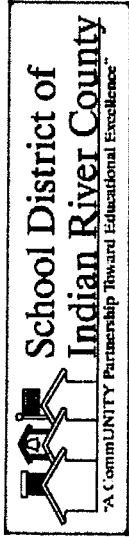
Date: []



School District of Indian River County
 Charter School Required Documents/Reports
 FY 2011 - 2012 Tracking Tool

Required Document	District Department	Due Date	Imagine Schools at South Vero	Indian River Charter High	North County Charter Elementary	Sebastian Charter Jr High	St Peter's Academy
June 30, 2011 audited Financial Statements	Finance	Sept 20th					
July 31, 2011 unaudited Financial Statements	Finance	Aug 15th*					
August 31, 2011 unaudited Financial Statements	Finance	Sept 15th					
Board Meeting Dates	Charter School Liaison						
July 2011 Board Meeting Minutes	Charter School Liaison						
August 2011 Board Meeting Minutes	Charter School Liaison						
FTE Projections	Curriculum & Instruction						
Certificates of Insurance	Risk Management						
- Workers' Compensation							
- General Liability							

* Imagine Schools at South Vero and St Peter's Academy monthly financial statements are due 20th of the following month



School District of Indian River County
 Charter School Issue/Observation Dashboard
 FY 2011 - 2012 Tracking Tool

Issue/Observation	District Department	Charter School	Date Communicated to School	Remediation Due Date	Remediation Date	Issue/Observation Resolution	Issue Closed
January 2011 FEFP per monthly financial statement does not reconcile Errors and Omissions Insurance requirements not met	Finance Risk Management	ABC Charter School XYZ Charter School	02/25/2011 07/01/2010	03/25/2011 09/01/2011		Monthly financial statements include proper FEFP amount	Y

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Fax: 954/970-9011

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2260 S.W. 66TH Terr. Davie, FL 3317

TEMPERATURE CONTROLS MAINTENANCE AGREEMENT
FOR INDIAN RIVER COUNTY SCHOOLS

ROTH SOUTHEAST., 2260 S.W. 66TH TERRACE DAVIE, FLORIDA 33317 ("ROTH"), hereby agrees to furnish to INDIAN RIVER COUNTY SCHOOLS ("CUSTOMER") for services for the Monitoring and Maintenance of the Andover Controls Building Automation System ("ACBAS") installed and located at the following: Twenty Four (24) locations set forth on attachment "A" (The ACBAS Locations). The terms and conditions of this Agreement are as follows:

(1) Terms and Conditions of Payment:

This Agreement shall commence on July 1st 2011 and shall continue to June 30th 2012. In the event any of the provisions of this Agreement are violated by Roth, the Superintendent or their designee shall give written notice to the ROTH stating the deficiencies and unless the deficiencies are corrected within fifteen (15) days, the CUSTOMER may upon written notice to ROTH recommend to the School Board for immediate cancellation of this agreement. Upon cancellation hereunder, the CUSTOMER may pursue any and all remedies as provided herein and by law.

(a) ROTH or the CUSTOMER may terminate this Agreement resulting from this invitation at any time and for any reason, upon given Thirty (30) days written notice to ROTH. If said contract should be terminated for convenience by the CUSTOMER as provided herein before June 30th 2012 the payment for the month of termination and the following month will be paid.

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(b) In consideration of the service rendered by ROTH, CUSTOMER agrees to Pay to ROTH a Service Fee of \$175,856.00 for (ACBAS) and \$31,616.00 for additional 24 hour 7 day a week monitoring and maintenance of the (ACBAS) on the Ice Storage Systems (ISS) set forth in attachment "C" for total Service

(c) Fee of \$207,472.00 for work commencing on July 1st 2011 and completing by June 30, 2012, payable in equal quarterly installments of \$51,868.00 each within thirty (30) days from the invoice date.

(d) In consideration of the service rendered by ROTH, CUSTOMER agrees to pay to ROTH a FEE of \$207,472.00 for work beginning July 1st 2011 and completing June 30th 2012. The fee shall be based on the sites of each school as provided in Attachment "A" and Attachment "C" attached hereto and incorporated herein by this reference. In the event the CUSTOMER exercises its right to remove a school from the terms of this agreement as provided in Paragraph 1(a), ROTH acknowledges that the fee will be reduced by the cost to provide service for that school in the next billing cycle. The Fee will be paid in (4) quarterly installments payable with in (30) days from the invoice date.

(2) **System Software Services:**

- (a) ROTH will provide monitoring, and program modifications as shall be necessary, at Roth's discretion or by reasonable request from CUSTOMER, for the efficient operation of the ACBAS consistent with it historical practices and services provided by ROTH. These services shall include the following:

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1. Machine Diagnostics - Check Memory and Processor Operation.
 2. Logic Program Changes.
 3. Time Changes.
 4. Dedicated ROTH on site Technician.
 5. 24/7 Monitoring of ISS
- (b) All normal service and/or maintenance of the SYSTEM shall be performed during Roth's regular working hours. Except what has been indicated in agreement paragraph 1(b) and 2(a) item 5 for ISS provided in attachment "C"
- (c) Emergency service shall be provided by ROTH on a 24-hour basis to minimize downtime and inconvenience in those situations where failure of the ACBAS operation will cause damage of Customer's facilities, its operation or the component parts of the ACBAS. If emergency service is requested and inspection does not reveal any defect or condition required to be serviced by ROTH under this Agreement, ROTH reserves the right to charge CUSTOMER for such service which are part of this agreement, at its then prevailing service rates.
- (d) Emergency service shall be provided for the ISS BY ROTH on a 24- HOUR Basis 7 days a week to minimize ice making downtime at the chiller plant. (ICE MAKING DOWNTIME IS DEFINED AS A

CONDITION THAT DOES NOT ALLOW THE CHILLER PLANT TO MAKE ICE DURING NORMAL OPERATION) ROTH will respond to any condition detriment to proper chiller operation in making ice. ROTH will be required to promptly notify CUSTOMER of chiller plant ISS OPERATIONAL ISSUES detected through the ACBAS, which is substantial (Substantial is defined as a condition that

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would cause the chiller plant not to function properly or at all.) in nature that would without corrective action cause serious damage to ISS, OTHER property or cause increase to utility rate. If software changes need to be made due to a planned scheduled event and ROTH is not notified during normal business hours, ROTH reserves the right to charge CUSTOMER for such service at its prevailing service rates.

- (e) CUSTOMER shall be required to promptly notify ROTH of any malfunction in the ACBAS which comes to Customer's attention.

(3) **System Hardware Services:**

- (a) ROTH will, at its sole discretion, repair or replace failed or worn parts or components of the ACBAS which are covered under this Agreement with new or reconditioned parts or components, when such repair or replacement is caused by normal authorized usage of the ACBAS.
- (b) ROTH shall not be responsible for repair or replacement of parts or components caused by Customer's negligence or unauthorized operation or use of the ACBAS, or any other cause beyond Roth's control, ordinary wear and tear expected.
- (c) All normal service and/or maintenance of the ACBAS shall be performed during Roth's regular working hours except where noted.
- (d) All monitoring of the ACBAS for the ISS shall be preformed 24 Hours a day 7 day a week and is included in the base agreement. ROTH shall be required to promptly notify CUSTOMER of any equipment malfunction in the ACBAS or ISS which come to ROTH attention.

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- (e) Emergency service shall be provided by ROTH on a 24-hour basis to minimize downtime and inconvenience in those situations where failure of the ACBAS operation will cause damage of Customer's facilities, its operation or the component parts of the ACBAS. If emergency service is requested by ROTH under this Agreement, ROTH reserves the right to charge CUSTOMER for such services which are part of this agreement, at its then prevailing service rates.
- (f) CUSTOMER shall be required to promptly notify ROTH of any malfunction in the SYSTEM which comes to Customer's attention.

(4) **General Provisions:**

- (a) For purposes of providing the services under this Agreement, CUSTOMER agrees to provide ROTH with access to the ACBAS, including all parts and components thereof and in accordance with non-personnel access requirements reasonable required by CUSTOMER. ROTH shall have the right to start-up or shut-down (with CUSTOMERS knowledge and approval) any of Customer's machinery or equipment incidental to the operation of the ACBAS at such times as shall be reasonably convenient to CUSTOMER and ROTH.
- (b) In the event customer changes or moves the ACBAS equipment this Agreement shall, at Roth's option, be immediately terminable. CUSTOMER agrees to operate the ACBAS in accordance with Roth's instruction.
- (c) ROTH shall not be required to remove, replace or alter any part or portion of the building structure in which the ACBAS is located in the performance of this Agreement.

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- (d) This agreement is not assignable without prior written consent of ROTH and CUSTOMER.
 - (e) CUSTOMER agrees to maintain its own customary insurance for the premises and the ACBAS and hereby waives all rights against ROTH for any loss to Customer's premises or ACBAS.
 - (f) Roth's obligation under this Agreement is to use its best efforts to service and maintain Customer's ACBAS as provided in this Agreement.
 - (g) CUSTOMER agrees to install and maintain a phone line for the
 - (h) ACBAS. This phone line will be dedicated for the SYSTEM. The cost of the phone line will be the responsibility of the CUSTOMER.
- (5) Other Charges:
- (a) In addition to the Contract Fee set forth above, CUSTOMER will be liable for the amount of any present and future taxes or any other governmental charges imposed by existing or future laws with respect to the transfer, use, ownership, or possession of the ACBAS to which this Agreement relates.
 - (b) If ROTH is required to make repairs and/or replacements or emergency calls occasioned by improper operation, lightening damage, Hurricanes, electrical power failure, low voltage, blown fuses, low water pressure, negligence or misuse of the equipment due to accident, acts of God or for any cause other than ordinary wear or tear, CUSTOMER shall reimburse ROTH for the labor and parts required to make such repairs and/or replacements or emergency calls in accordance with its then prevailing service rates.

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(c) ROTH agrees to assign to CUSTOMER all manufactures warranties on parts or components provided in the repair of the ACBAS and warrants that such replacement parts or components will be suitable for the continued operation of the ACBAS.

(6) Limitation of Liability:

(a) ROTH shall not be liable for any loss or damage caused by delay in furnishing or failure to furnish services to the ACBAS due to labor disturbances, Hurricane Damage, fire, flood, commercial

delays, spoilage, war conditions, and/or acts of God or any other causes or circumstances beyond Roth's reasonable control; and it is expressly agreed that ROTH assumes no liability or responsibility for negligence, misuse or failure of the ACBAS whatsoever other than Roth's failure to perform the services set forth in this Agreement.

(b) Roth's responsibility for any loss, damage or injury to persons or property that may be caused by Roth's acts or omissions in performing its obligation under this Agreement shall be limited to direct damages, associated with repair or replacement of the ACBAS. ROTH does not hereby warrant or guarantee that the Customer's ACBAS will not malfunction or cease to operate, either during the terms of this Agreement or afterwards, and ROTH specifically disclaims all implied warranties or merchantability and fitness for use and in no event shall ROTH be liable for any loss or damage, whether direct, indirect, consequential or incidental, arising out of the use or inability to use the ACBAS.

(c) ROTH has the right to charge the CUSTOMER for material and labor if

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required to make safety tests or to install new attachment, additional controls, or equipment recommended or directed by any insurance company, laboratory, or governmental authority, or to make any replacements mentioned herein with parts or devices or a different design for any reason. Any warranty extended by ROTH there under shall be limited only to repair or replacement of components of the ACBAS and in no event shall ROTH be liable for any speculative, indirect or consequential damages resulting from the failure of the ACBAS.

- (d) This Agreement which (includes the ACBAS in attachment A) are in maintainable condition and eligible for a Maintenance Agreement. CUSTOMER shall be notified when equipment becomes obsolete and factory replacement parts are no longer obtainable, replacement of such equipment shall be made at the Customer's expense. Should the CUSTOMER elect not to replace the obsolete equipment, an adjustment will be made in the Contract Fee and thereafter ROTH shall no longer be required to service and maintain the equipment.

(7) **Entire Agreement:**

This agreement, when accepted by CUSTOMER and approved by ROTH's Officer at the place hereinafter provided, shall constitute the entire Agreement between CUSTOMER and ROTH, and any prior representations or agreements not incorporated herein superseded. No waiver, change or modification of any terms or conditions of this Agreement shall be binding on ROTH or CUSTOMER unless made in writing and signed by Customer and Officer of ROTH.

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This Proposal is Hereby Accepted
On Behalf of CUSTOMER

By: _____

Signature

Title: _____

Date: _____

ROTH SOUTHEAST.

By: _____

Marty Capogreco

Executive Vice President

FACILITIES AUTOMATION

Title: _____

Date: _____

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ATTACHMENT A

Andover System's Included in this Agreement

1. Vero Beach Elementary
2. Oslo Middle
3. Citrus Elementary
4. Glendale Elementary
5. Beachland Elementary
6. Vero Beach High
7. Freshman Learning Center
8. Osceola Magnet
9. Highlands Elementary
10. Thompson Elementary
11. Sebastian River Middle
12. Sebastian River Elementary
13. Sebastian River High
14. Storm Grove
15. Pelican Island Elementary
16. Fellsmere Elementary
17. Liberty County Magnet
18. Gifford Middle
19. Rosewood Elementary
20. Dodgertown Elementary
21. Vehicle Maintenance
22. County Offices
23. Gifford Alternative Center
24. Treasure Coast Elementary

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Supplement A

Indian River County Service

Contract

INCLUDE AS PART OF THIS CONTRACT:

This contract is a total responsibility and includes the following as part of this agreement.

- All material as stated in the contract.
- Twice a year service inspection to each site.
- Replacement of batteries when necessary.
- All hardware service and replacement of defective parts as it pertains to this agreement.
- All software service and changes.
- All software rev. upgrades.
- 24/7 monitoring of each system.

NOT INCLUDED AS PART OF THIS CONTRACT:

- Replacement of material due to negligence or unnatural causes.
- Existing Problems and repairs needed prior to service contract.

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ATTACHMENT C


Ice Storage Building Included in this Agreement

Location

1. Storm Grove
2. Citrus Elementary
3. Glendale Elementary
4. Highlands Elementary
5. Thompson Elementary
6. Sebastian River Elementary
7. Pelican Island Elementary
8. Fellsmere Elementary
9. Liberty County Magnet
10. Treasure Coast Elementary

FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION

**TAPS Number
12AT23**

Please return to: Florida Department of Education Office of Grants Management Room Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) Suncom:	A) Program Name: Race to the Top - Local Instructional Improvement Systems	DOE USE ONLY Date Received
B) Name and Address of Eligible Applicant: School District of Indian River County		Project Number (DOE Assigned) 12AT23
C) Total Funds Requested: \$ 105,720.61 <hr style="width: 50%; margin: 0 auto;"/> <p style="text-align: center;">DOE USE ONLY</p> Total Approved Project: \$	D) Applicant Contact Information	
	Contact Name: Alice Blanco	Mailing Address: 1990 25th Street, Vero Beach, FL 32960
	Telephone Number: 772-564-3093	SunCom Number:
	Fax Number: 772-564-3077	E-mail Address: alice.blanco@indianriverschools.org
CERTIFICATION I, Frances J. Adams , (<i>Please Type Name</i>) do hereby certify that all facts, figures, and representations made in this application are true, correct, and consistent with the statement of general assurances and specific programmatic assurances for this project. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited. Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.		
E)	 _____ Signature of Agency Head	



FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM

A) Name of Eligible Recipient/Fiscal Agent: School District of Indian River County

B) DOE Assigned Project Number: -RD211-

C) TAPS Number: 12AT23

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
FUNCTION	OBJECT	ACCOUNT TITLE AND NARRATIVE	FTE POSITION	AMOUNT	% ALLOCATED to this PROJECT	ALLOWABLE DOE USE ONLY	REASONABLE DOE USE ONLY	NECESSARY DOE USE ONLY
6500	310	Contracutal Agreements: eSembler(Premio, Inc) annual support @\$ 25,000 & Peformance Matters @ \$52,600	N/A	77,674.61	100%			
6400	100	Supplemental pay for staff participating in training beyond contracted hours (eSembler-Premio, Inc and Performance matters). Training costs associated with meeting the minimum standards for a local instructional improvement system. Paid at currilum rate.	N/A	\$ 20,000.00	100%			
6400	210	FRS @ 4.91	N/A	\$ 300.00	100%			
6400	220	FICA @ 7 .65	N/A	\$ 1,540.00	100%			
6400	240	Worker's Compensation @ 3.0	N/A	\$ 600.00	100%			
		Indirect Cost @ 5.59%	N/A	\$ 5,606.00	100%			
D) TOTAL				\$105,720.61				

NARRATIVE SECTION

Project Design-Narrative

The funds from this grant will be used to supplement funds allocated to Project 6 of the Scope of Work for the following:

1. Purchase of additional components for an existing LIIS (i.e., hardware, software, custom software development, and/or related services) and
2. Training on the support or use of the system (i.e., for teachers, administrators, etc. on use or for technical staff on support)

For a number of years Indian River has contracted with **Performance Matters, Inc.** to develop a customized instructional improvement system for data-driven decision-making. This program, PM2, is available in real time on the desktops of all administrators and classroom teachers in the district. The system incorporates longitudinal FCAT data as well as FAIR, and includes district progress monitoring data, and NCLB subgroup and student demographic information. Performance Matters, Inc. delivers:

Access to the PM2 Application

- Access to PM2, including all FCAT related reports
- Training for key district staff (as new functions are added)
- Technical support for the PM2 application, not computer hardware
- Maintenance of user accounts and security (usernames and passwords)

Access to a Benchmark Assessment Component

- Access to all Benchmark Assessment reports within PM2
- Use of District created benchmark test for reading, math, science, and writing
- Printing of pre-filled Scantron sheets
- Scanning of all benchmark test results (Scantrons)

Access to School/Teacher/Classroom Level Profile Reporting

- Automated data extraction/collection process
- Monitor proficiency levels by selected school and teacher/course
- Monitor proficiency levels by AYP subgroup at a selected school and across the entire district
- Compare proficiency levels at a selected school with the entire district

Alignment of the Information Process to Stakeholder Requirements

- Superintendent, Board, Central Office, Principals, Teachers, Parents, Students, and Community
- Parent/student performance reports-item analyses

<http://www4.performancematters.com/web/>

The District also contracts with **Premio, Inc. (eSembler)** to create an online teacher and parent portal for communication of grades, comments, instructional information, and assessment data. Premio, Inc. (eSembler) provides:

- Grade book tools
- Grade book reports
- Parent Access
- Attendance monitoring and reporting
- Security

<http://www.esembler.com/>

School District of Indian River County - Local Instructional Improvement System Grant

Scope of Work	Assign each deliverable to an item, 1 – 4, from the Project – Design Narrative above.
Tasks	List the activities that are required to produce the deliverables.
Deliverables	The outcome of the tasks that results in a product and/or service that directly relates to the Scope of Work. Deliverables must be quantifiable, measurable, and verifiable.
Due Date	Date for completion of tasks. Specify the quarter and year the deliverable will be completed (i.e., 2Q 2013). Quarter 1: July – September, Quarter 2: October – December, Quarter 3: January – March Quarter 4: April – June.

(Use additional pages, as appropriate.)

Project Performance and Accountability			
Scope of Work	Tasks	Deliverables	Due Date
1.1	Completion of contractual agreement with Premio.	Contract, Purchase Order	August-September 2011
1.2	Completion of contractual agreement with Performance Matters, Inc. (PM2)	Contract, Purchase Order	August-September 2011
2.1	Training with Premio products	Rosters, Evaluations	On-going August 2011 – December 2013
2.2	Training with PM2 products	Rosters, Evaluations	On-going August 2011 – December 2013

ALLOCATIONS SCHEDULE

Reimbursement Options

C - Federal Cash Advance Q - Advance Payment
S - Quarterly Advance to Public Entity R - Reimbursement of Expenditure
P - Reimbursement with Performance

Agency Number	Agency Name	Allocation Amount	Reimbursement Option
010	ALACHUA	\$ 122,613.49	C
030	BAY	\$ 119,925.87	C
040	BRADFORD	\$ 80,676.56	C
070	CALHOUN	\$ 78,894.63	C
080	CHARLOTTE	\$ 103,815.73	C
090	CITRUS	\$ 102,146.36	C
100	CLAY	\$ 137,016.16	C
120	COLUMBIA	\$ 91,988.12	C
140	DESOTO	\$ 83,551.21	C
685	FAMU LAB SCH	\$ 75,879.71	C
687	FAU LAB SCH	\$ 78,714.53	C
180	FLAGLER	\$ 97,392.80	C
190	FRANKLIN	\$ 77,337.81	C
200	GADSDEN	\$ 85,909.80	C
210	GILCHRIST	\$ 79,564.80	C
220	GLADES	\$ 77,491.94	C
230	GULF	\$ 78,487.67	C
250	HARDEE	\$ 83,720.91	C
260	HENDRY	\$ 86,812.02	C
270	HERNANDO	\$ 114,328.97	C
280	HIGHLANDS	\$ 96,002.23	C
300	HOLMES	\$ 80,842.80	C
310	INDIAN RIVER	\$ 105,720.61	C
320	JACKSON	\$ 87,400.81	C
330	JEFFERSON	\$ 76,911.81	C
340	LAFAYETTE	\$ 77,003.59	C
350	LAKE	\$ 146,190.78	C
360	LEE	\$ 216,939.97	C
370	LEON	\$ 132,711.12	C
380	LEVY	\$ 84,934.85	C
390	LIBERTY	\$ 77,531.77	C
400	MADISON	\$ 79,710.26	C
420	MARION	\$ 147,664.47	C
430	MARTIN	\$ 106,465.25	C
440	MONROE	\$ 89,470.21	C
450	NASSAU	\$ 94,222.03	C
460	OKALOOSA	\$ 124,691.55	C
470	OKEECHOBEE	\$ 86,756.61	C
490	OSCEOLA	\$ 167,587.85	C
540	PUTNAM	\$ 94,471.40	C
570	SANTA ROSA	\$ 119,215.87	C
580	SARASOTA	\$ 145,825.39	C
550	ST. JOHNS	\$ 128,177.49	C
600	SUMTER	\$ 88,206.05	C
620	TAYLOR	\$ 80,460.10	C
15	UF LAB SCH	\$ 76,984.54	C
630	UNION	\$ 78,950.04	C
650	WAKULLA	\$ 83,920.06	C
660	WALTON	\$ 87,715.98	C
670	WASHINGTON	\$ 81,045.42	C
		\$ 5,000,000.00	TOTAL

Eligible LEAs, as defined in the Request for Application, were allocated a base of \$75,000 and a proportional share of the remaining funds based upon their fall 2010 student membership.

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