Hearing Officer Review, if necessary, will be held at 5:30 p.m. in the Large Personnel Conference Room to be followed by Business Portion of Meeting at 6:00 p.m.

Indian River County District School Board Business Meeting Agenda January 10, 2012 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 Pegler (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 AND PRESENTATION OF COLORS BY: Sebastian River High School Naval Junior ROTC under the direction of MGySgt James R. O'Neal USMC(Ret)
- IV. ADOPTION OF AGENDA
- V. PRESENTATIONS No presentations
- VI. CITIZEN INPUT
- VII. CONSENT AGENDA

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

Subject to the outcome of the Hearing on Wednesday, January 4, 2012, it is recommended that the District School Board accept the Hearing Officer's Findings of Fact, Conclusions of Law, and recommendations in regard to Hearing Number 10-152. <u>Superintendent recommends approval.</u>

- **B.** Approval of Minutes Dr. Adams
 - 1. NEOLA Workshop held 12/13/2011
 - 2. Round Table Discussion held 12/13/2011
 - Superintendent recommends approval.

C. Approval of Personnel Recommendations – Mrs. Lannon

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

D. Approval of Donations – Mr. Morrison

- 1. Sebastian River Middle School received a donation from Cynthia Noonan in the amount of \$1,000 for the Sebastian River Middle School Saturday tutoring program. The funds will be utilized for teacher salaries.
- 2. Sebastian River High School received a donation of \$1,000 from Professional Advisory Services, Inc. The funds are to be used for the International Cambridge University play held at Sebastian River High School.
- 3. Osceola Magnet School received a donation in the amount of \$3,712 from the Osceola Magnet School PTA. Of which, \$712 will be utilized to purchase 2, two-way Walkie Talkie radios and \$3,000 will be utilized by teachers/staff to aid in the purchase classroom/school supplies.

Superintendent recommends approval.

E. Approval of Budget Amendments – Mr. Morrison

This request is for approval of the following budget amendments for fiscal year ending June 30, 2012:

Amendment #1 – Food Service – August-November Amendment #2– General Fund – October-November

Superintendent recommends approval.

F. Approval of Supplemental Educational Services Providers Amendment 1 to District Contractual Agreement – Mrs. D'Albora

This is the 2011-2012 Amendment 1 to District Contractual Agreement for State-Approved Supplemental Education Services (SES) Providers. Florida Department of Education received notification from the United States Department of Education that there was a reduction in the National appropriation for the 2011 Fiscal Year in Title I, Part A funds. This National reduction has resulted in a decrease in Title I, Part A funds allocated to the State of Florida that in turn resulted in a decrease in the per pupil allocation (PPA) for Supplemental Educational Services (SES) for the 2011-2012 school year. This amendment addresses the change to the per pupil allocation; as well as, a Florida Department of Education request for a change in the contract wording as it relates to Student Learning Plans. (Original agreement approved on August 23, 2011.) Superintendent recommends approval.

G. Approval of Contract Extension Requested by Sebastian Charter Junior High School - Dr. Adams

The Board of Directors of Sebastian Charter Junior High is requesting that the School District of Indian River County extend the deadline for Sebastian Charter Junior High to obtain a loan for at least \$1,000,000 for their new building and to extend their contract to a 15-year contract with an ending date of June 26, 2026. It is anticipated that the loan will be closed before that date. It is understood that if Sebastian Charter Junior High does not obtain at least \$1,000,000 by July 31, 2012, the existing contract date will be in effect with an ending date of June 30, 2015. <u>Superintendent recommends approval.</u>

VIII. ACTION AGENDA

A. Approval of Treasure and Research Coast Collaboration Resolution – Mrs. Disney-Brombach

School Districts in Florida are facing continued budgetary challenges in meeting the needs of their students. The purpose of this Resolution is to join with Martin, Okeechobee, and St. Lucie Counties to empower their staff members and professional educators to work collaboratively on key issues that will benefit all students, taxpayers, and the Treasure and Research Coast Region. Specific issues will include purchased services. <u>Superintendent recommends approval.</u>

B. Approval of Agreement with NEOLA, INC. – Mrs. Lannon

An agreement with NEOLA, INC., will provide a service to the District for revised and updated School Board Policies, Administrative Procedures, and Forms. This service will ensure that the District's policies are in compliance with applicable Federal law and Florida Statutes. The service will provide links from the District's home page to a website created by NEOLA that enables staff and constituents to search policies, procedures, and forms easily. A semi-annual update service is provided so that policies will be kept current and legally correct as required by §120.74 F.S. This purchase is as per the terms and conditions of the Purchasing Procedure Manual "Sole Provider". The cost to the District will be \$35,995.00 with payments being made over a forty-eight (48) month implementation schedule based upon deliverables received. Superintendent recommends approval.

C. Approval of Ratification of Memorandum of Understanding concerning the Student Health Care Plan – Mrs. Lannon Members of the Indian River County Education Association (IRCEA) Bargaining Unit ratified the attached Memorandum of Understanding concerning the Student Health Care Plan on December 16, 2011. Superintendent recommends approval.

D. Approval to Terminate Instructional Employee – Mrs. Lannon The Superintendent recommends termination of instructional employee, Joseph Mattingly, effective January 11, 2012. The grounds for this termination are contained in the attached Charging Letter. <u>Superintendent</u> recommends approval.

E. Approval to Award Term Contract for Security Officer Services, SDIRC 2012-13 - Mr. Morrison

The purpose and intent of this RFP is to award firm prices and to establish a term contract for security services on an as-needed basis. The main focus for service is at Gifford Middle but services may be requested as needed for other School District sites. Due to the size of the District, we requested an hourly rate per person for any campus that security services will be assigned. To meet the time and task demands of this school system a primary and secondary award shall be made to the lowest bidders meeting specifications, terms, and conditions. The annual financial impact as estimated by the Risk Department is \$35,000. Primary award is recommended to All Pro Security Services, LTD; and secondary award is recommended to City Security and Safety, Inc., as best responsive and responsible bidders meeting specifications, terms, and conditions. Superintendent recommends approval.

F. Approval to Set Public Hearing Date for New School Board Policy 2.311 Weapons on School Board Property – Dr. Adams

On December 13, 2011, the District School Board discussed the new policy and requested to move forward with the adoption process. The purpose of the policy is to establish general prohibitions in regard to the possession of weapons on School Board property by everyone other than law enforcement. The Public Hearing will be held during the regular Business meeting on February 14, 2012. Superintendent recommends approval.

G. Approval to Set Public Hearing Date for New School Board Policy 3.071 Certification of Adjunct Educators – Dr. Adams On December 13, 2011, the District School Board discussed the new policy and requested to move forward with the adoption process. The purpose of the policy is for the issuance of certificates and establishing standards for adjunct educators in compliance with §1012.57 F.S. The Public Hearing will be held during the regular Business meeting on <u>February 14, 2012</u>. Superintendent recommends approval.

H. Approval to Set Public Hearing Date for Revisions of School Board Policy 3.15 Resignations and 4.28 Resignation – Dr. Adams On December 13, 2011, the District School Board discussed the revisions to 3.15 and 4.28 policies and requested to move forward with the adoption process. The purpose of the revisions is to revise language change to human resources; and, when possible, an exit interview prior to last day of employment with data reported to School Board. Language revisions are identical for both policies. The Public Hearing will be held during the regular Business meeting on <u>February 14, 2012</u>. <u>Superintendent recommends</u> <u>approval.</u>

- I. Approval to Set Public Hearing Date for New School Board Policy 2.312 Service Animals in Schools – Dr. Adams On December 13, 2011, the District School Board discussed the new policy and requested to move forward with the adoption process. The purpose is to establish a policy to comply with federal law for requests to bring a service animal onto school property or to a school event. The Public Hearing will be held during the regular Business meeting on <u>February 14, 2012</u>. Superintendent recommends approval.
- J. Approval to Set Public Hearing Date for New School Board Policy 2.313 Animals on Campus – Dr. Adams

On December 13, 2011, the District School Board discussed the new policy and requested to move forward with the adoption process. The purpose of the policy is to address bringing an animal onto campus for a curriculum or instructional program. The Public Hearing will be held during the regular Business meeting on <u>February 14, 2012</u>. <u>Superintendent recommends</u> <u>approval.</u>

K. Approval to Set Public Hearing Date for New School Board Policy 5.41 Use of Time Out, Physical Restraint, or Seclusion for Students with Disabilities – Dr. Adams

On December 13, 2011, the District School Board discussed the new policy and requested to move forward with the adoption process. The purpose of the policy is to set standards for the use of restraints and seclusion for students with disabilities in compliance with §1003.573 F.S. The Public Hearing will be held during the regular Business meeting on <u>February 14</u>, 2012. <u>Superintendent recommends approval.</u>

L. Approval to Set Public Hearing Date for Revision to School Board Policy 7.21 Budget Amendments – Dr. Adams

On December 13, 2011, the District School Board discussed the revision and requested to move forward with the adoption process. The purpose of revision is to comply with the new requirement to post any adopted budget amendments to School Board website within five (5) days after adoption as per §1011.03 F.S. The Public Hearing will be held during the regular Business meeting on February 14, 2012. Superintendent recommends approval.

M. Approval to Set Public Hearing Date for Revision to School Board Policy 7.29 Fund Balance – Dr. Adams

On December 13, 2011, the District School Board discussed the revision to policy and requested to move forward with the adoption process. The purpose of the revision is to comply with the new requirement by changing nomenclature used for "unreserved fund balance" to "ending fund balance not classified as restricted, committed, or non-spendable" as per §1011.051 F.S. The Public Hearing will be held during the regular Business meeting on February 14, 2012. Superintendent recommends approval.

N. Approval to Set Public Hearing Date for Revision of School Board Policy 9.01, The School Food and Nutrition Service Program – Dr. Adams On December 13, 2011, the District School Board discussed the revision to policy and requested to move forward with the adoption process. The purpose of the revision is to update Florida Statute reference §570.981 F.S., to reflect that Florida Department of Agriculture and Consumer Services will oversee Florida's school nutrition program. The Public Hearing will be held during the regular Business meeting on <u>February 14, 2012</u>. <u>Superintendent</u> recommends approval.

O. Approval to Set Public Hearing Date for Revision of School Board Policy 9.02 Operation of the School Food and Nutrition Service Program – Dr. Adams

On December 13, 2011, the District School Board discussed the revision to policy and requested to move forward with the adoption process. The purpose of the revision is to update Florida Statute reference §570.981 F.S., to reflect that Florida Department of Agriculture and Consumer Services will oversee Florida's school nutrition program. The Public Hearing will be held during the regular Business meeting on <u>February 14, 2012</u>. <u>Superintendent recommends approval.</u>

P. Approval to Set Public Hearing Date for Revision to School Board Policy 9.24 Wellness Policy – Dr. Adams

On December 13, 2011, the District School Board discussed the revision to policy and requested to move forward with the adoption process. The purpose of the revision is to add a requirement to report, at least annually, to the District School Board. The Public Hearing will be held during the regular Business meeting on <u>February 14, 2012</u>. <u>Superintendent recommends approval.</u>

Q. Approval to Set Public Hearing Date for Revision to School Board Policy 10.04 Smoking in Buildings – Dr. Adams

On December 13, 2011, the District School Board discussed the revision to policy and requested to move forward with the adoption process. The purpose of the revision is to establish a commencement date of 2012-2013 fiscal year that all uses of tobacco products in any form are prohibited in any School Board owned facility or vehicle, on School Board owned property, or at any School Board sponsored event. The Public Hearing will be held during the regular Business meeting on <u>February 14, 2012</u>. <u>Superintendent recommends approval.</u>

- IX. SUPERINTENDENT'S REPORT
- X. DISCUSSION No discussion items
- XI. SCHOOL BOARD MEMBER MATTERS Chairman Pegler
- XII. INFORMATION AGENDA
 - **A**. **Financial Report for Month Ending September 30, 2011 Mr. Morrison** Attached is the Financial Report for month ending September 30, 2011.
- XIII. SUPERINTENDENT'S CLOSING
- XIV. ADJOURNMENT Chairman Pegler

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. 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, December 13, 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 Jeff Pegler, Vice Chairman Carol Johnson, and Board Members: Matthew McCain, Karen Disney-Brombach, and Claudia Jiménez. Dr. Frances J. Adams, Superintendent of Schools, and School Board Attorney Suzanne D'Agresta were also present.

NEOLA Workshop Re: Policy/Procedures/Forms Management

- I. Called Workshop to Order Chairman Pegler
- II. Purpose of the Workshop Dr. Adams Dr. Adams said that the purpose of the workshop was to provide valuable information to the Board.
- III. Presentation by Tom Young, Esq., NEOLA Mrs. Lannon Mrs. Lannon introduced Mr. Young. She said that he would present what NEOLA could provide for the District. Mrs. Lannon said that she worked with NEOLA while she was in Martin County. NEOLA worked all over the nation with many School Districts in Florida.

Mr. Young stated that reviewing, updating, and providing rules for School Districts was all that they do. He said that they had several retired Superintendents and attorneys on staff. Mr. Young said that he had over 40 years experience in Florida as an attorney representing both sides of school law issues. He said that, if approved, he would be the lead person for Indian River County School District. Mr. Young explained that the first concern was to review all current rules, make recommendations for those that were not in compliance, and recommend deletions of conflicting rules. The system they have to offer included links directly from the rules to District Procedures, and to appropriate forms. Mr. Young said that they were the only company that stated that they would represent the District if a rule was challenged in a court of law.

He also stated that they would be here, when you ask us to show up. Mr. Young said that the process in Miami-Dade took seven months. He said that they estimated a year to put into place because the timeline would depend upon the commitment from the Board, Superintendent, and Staff. Mr. Young stated that to expedite the process, it was important for Staff to have already met and reviewed the rules prior to their arrival. He stated that NEOLA would review our rules prior to their arrival. Mr. Young said that the numbering system was not negotiable. He said that they use the same numbering system for all 1,100 School Districts that they have throughout the nation. Mr. Young said that each School District was unique and the rules should reflect its individual character.

Mr. Young said that the involvement of the Board Attorney depended upon the Board's preference and the Attorney's availability. He said that the first workshop would be with the District School Board to go over the Bylaws. The following workshops would be Finance; then, Property/Operations. Mr. Young said that they would be done, when the Board said they were done. However, Mr. Young stated that it was never over because the laws changed all the time. He suggested that all of the changes be adopted at one time, along with the rescissions.

Mr. Young stated that the rules would be maintained on their server. He said that NEOLA would sign off on all rules. Twice a year they would provide the District with an update on State and Federal laws, with revisions to rules done annually. The cost was based on the number of students in the District. Based on the number of students, the cost would be \$35,995.00, with an extension to pay over three years. The cost includes 70 consult hours. If four of their Staff attended a workshop, they charged for one person attending. Travel expenses would be an additional charge. After the initial 70 consult hours, the District would be charged \$175.00 per hour. Annual updates: After the first year, the next three updates would be included. After that, the cost would be \$1,500 per update. Mr. Young said that the District would discontinue at any time.

- IV. Questions Chairman Pegler Dr. Adams said that the uniformity, access, and ease of use were very attractive. Mrs. Lannon stated that it would be very hard work but would be in place for many years in the future. Board Members indicated that they were interested in the services.
- V. ADJOURNMENT Chairman Pegler

With no further discuss, the workshop adjourned at approximately 10:04 a.m.

The Indian River County District School Board met on Tuesday, December 13, 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 Pegler, Vice Chairman Carol Johnson, and Board Members: Matthew McCain, Karen Disney-Brombach, and Claudia Jiménez. Dr. Frances J. Adams, Superintendent of Schools, and School Board Attorney Suzanne D'Agresta were also present.

Round Table Discussion Minutes

- I. Opened by Chairman Pegler
- II. Items Placed on Agenda by Board Members Chairman Pegler

A. Mrs. Disney-Brombach

- 1. Mrs. Disney-Brombach noted that Florida School Boards Association was now using Board Docs E-Agenda system. She explained the benefits.
- 2. Mrs. Disney-Brombach mentioned a Resolution that would address the issue of having an on line school. Dr. Adams explained why the District was not ready to move forward. Mrs. Disney-Brombach said that the Resolution would be written as a collaborative effort between St. Lucie County, Martin County, and Okeechobee County.

B. Ms. Jiménez

- 1. Ms. Jiménez gave suggestions for future workshops. She stated that pending issues included Cut Scores, Unified Dress Code for middle and high schools, and grading policies follow up with more clarity on the implications of the language. Chairman Pegler suggested having one workshop. Dr. Adams said that they could include these issues at the Curriculum Initiatives Workshop in January.
- 2. Ms. Jiménez talked about Board's direction to the Calendar Committee. Dr. Adams said that she would speak to the Committee regarding the Board's concerns.
- 3. Ms. Jiménez talked about the need to be mindful of diversity in schools. Dr. Adams said that she spoke to Principals regarding absences for religious holidays.

C. Chairman Pegler

1. RFP for Legal Services

Chairman Pegler asked if the Board had any questions in regard to the RFP for legal services. Board Members discussed changes to the experience requirement, point system, mailing list, and process. Mr. Chuma presented a proposed time line.

2. Citizen to serve as a Volunteer on MPO Transportation Committee (was not discussed)

D. Chairman McCain

(No items)

E. Mrs. Johnson

(No items)

Recess:

III. Items Placed on Agenda by Superintendent – Dr. Adams

A. Board Policy Revisions

Mrs. D'Agresta reviewed the following proposed revisions to School Board Policy:

- 2.311 General Weapons on School Board Property
- 3.071 Certification of Adjunct Educators
- 3.15 Resignations
- 4.28 Resignation
- 2.312 Service Animals in Schools
- 2.313 Animals on Campus
- 5.41 Use of Time Out, Physical Restraint, or Seclusion for Students with Disabilities
- 7.21 Budget Amendments
- 7.29 Fund Balance
- 9.01 The School Food and Nutrition Service program
- 9.02 Operation of the School Food and Nutrition Service Program
- 9.24 Wellness Policy
- 10.04 Smoking in Buildings

Board Members indicated that the Superintendent should move forward with the adoption process.

B. Made in America

Mr. Chuma said that the advertisements for bids would not change. He said that this initiative was to direct staff to list items that were made in America. Board Members said that they would be in favor of a general statement on all purchased services documents to indicate an awareness of the District's desire to purchase items Made in America.

IV. Board Committee Reports – Chairman Pegler

A. 66th Annual Joint Conference Debriefing

Ms. Jiménez reported on the Florida School Board's Multi-Cultural Committee meeting, Senate Bill 736, Amendment 7, Trader Bill, and Alternative to student arrests.

Mrs. Disney-Brombach talked about a video contest for schools.

V. ADJOURNMENT – Chairman Pegler

Chairman Pegler spoke to the Board about business meeting procedures

With no further business, the meeting adjourned at approximately 3:58 p.m.

CONSENT AGENDA – 1/10/12

Personnel Recommendations

- 1. <u>Instructional Changes</u> Haas, Rosemarie – Oslo Middle, rescind DROP entrance date of 8/1/11
- 2. Instructional Leaves
 - Acevedo, Herminio VBHS, 12/6/11-12/18/11 Davis, Patricia-Ann – Wabasso, extend from 12/15/11 to 1/3/12 Gatlin, Dana – Dodgertown, 1/3/12-2/26/12 Hearndon, Margaret – VBE, 10/26/11-2/1/12 Lewis, Luanne – Rosewood Magnet, 11/28/11-3/1/12 Mandell, Patricia – Pelican Island, 11/29/11-12/11/11 Miner, Danielle – Treasure Coast, 2/27/12-5/27/12
- 3. <u>Instructional Promotions</u> Berwick, Cari App – from Substitute Teach
 - Berwick, Cari Ann from Substitute Teacher to VBE 2nd Grade Teacher 12/12/11
 - Broomell, Kari Lee from Substitute Teacher to **VBE Pelican** Island 2nd Grade Teacher 12/12/11
 - Hudson, Audestine from Long Term Substitute Teacher to Pelican Island 5th Grade Teacher 12/12/11
 - Shelhamer, Tiffany Ann from Substitute Teacher to Pelican Island 2nd Grade Teacher 12/12/11
 - Whelan, Kelsey from Substitute Teacher to VBE 4th Grade Teacher 1/3/12
 - Zakarian, Jackie from Substitute Teacher to VBHS Science Teacher 1/3/12
- 4. Instructional Transfers
- 5. <u>Instructional Separations</u>
 - Byers, Summer Citrus, resignation 12/20/11
 - Mattingly, Joseph SRMS, resignation 1/5/12
 - Roberson, Susan Rosewood Magnet, retirement, exiting DROP 1/31/12
 - Warnick-Ellis, Alicia Pelican Island, resignation 1/17/12
- 6. <u>Instructional Employment</u>
 - Carey, Kirk VBHS, Girls Assistant Soccer Coach, supplement only 1/10/12
 - Ranahan, Monika Adult Education, Substitute Clinical Instructor 1/10/12
 - Tessier, Nicole Substitute Teacher 1/11/12
 - Zakarian, Jackie Substitute Teacher 12/14/11
- 7. <u>Support Staff Changes</u> Condron, Michele – Pelican Island, from Food Service Worker to ESE Teacher Assistant 1/9/12
 - Perez, Eric Fellsmere, change start date from 1/3/12 to 1/9/12

8. <u>Support Staff Leaves</u>

Anderson, Tangie – Transportation, extend from 12/13/11 to 1/2/12 Atkinson, Louise – Oslo Middle, 12/15/11-1/15/12 Davila, Deborah – Glendale, extend from 11/30/11 to 12/31/11 Strain, Marilyn – Glendale, 12/14/11-1/22/12 Taylor, Cynthia – Storm Grove Middle, 1/3/12-1/30/12

9. <u>Support Staff Promotions</u>

Arguello, Ruddy – from Substitute to Transportation, Bus Driver 12/9/11

Bevins, Rachel – from Substitute to Citrus Food Service Worker 1/3/12

Paul, Clermont – from Substitute to Oslo Middle Custodian 12/9/11

Perez, Eric – from Substitute to Fellsmere Food Service Cook 1/03/12

Shallow, Rachel – from Substitute to Citrus ESE Teacher Assistant 1/17/12

Williams, Steve – I.T., from Computer Operator to Operations Analyst 12/20/11

10. <u>Support Staff Transfers</u>

11. <u>Support Staff Separations</u>

Asbury, Venatoria – Dodgertown, resignation 12/21/11 Colgan, Beverly – Transportation, retirement, entering DROP 7/1/12

Keogh, Mary – SRMS, retirement 6/1/12

Lamber, Linda – VBE, retirement 6/1/12, pending FRS attestation Leveton, Elizabeth – Adult Education, resignation 12/15/11 Mixon, Jeff – I.T., resignation 1/3/12

Support Staff Employment Frengel, Bryanna – Fellsmere, Food Service Worker 1/11/12 Henry, Eddie Lee – Storm Grove, Custodian 1/11/12 McFall, William Karry – Citrus, ESE Teacher Assistant 1/11/12 Miller, Stephanie – Finance, Accounting Specialist I 1/11/12

- 13. <u>Administrative Separations</u> Olson, Susan – Operations, retirement, entering DROP 1/1/12
- 14. <u>Administrative Employment</u>

SEBASTIAN RIVER MIDDLE SCHOOL

9400 County Road 512
 Sebastian, Florida 32958
 Telephone: 772.564.5111
 Fax: 772.564.5225
 www.indianriverschools.org/srms

Assistant Principals Roxanne Decker

Bennie L. Shaw

Todd Racine, Principal

November 29, 2011

To: School Board Members

From: Todd Racine, Principal

Regarding: Donation to SRMS/SAC

A \$1,000.00 donation for the Sebastian River Middle School Saturday tutoring program was received from Cynthia Noonan. Ms. Noonan is a member of the SRMS SAC Committee. These funds will be used for teacher salaries.

The funds were deposited into the Sebastian River Middle School SAC *Extra Earnings* account.

Todd Racine, Principal TR/la





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School District of Indian River County

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Consent D - 1/10/2012

SEBASTIAN RIVER HIGH SCHOOL 9001 Shark Boulevard • Sebastian, Florida 32958

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

December 8, 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 Professional Advisory Services, Inc. The funds were used for expenses incurred for the International Baccalaureate Cambridge University play held at Sebastian River High School.

These funds were deposited into the IB internal account.

atrolu

Daniel Gilbertson



"You Can't Hide That Shark Pride" Dariyall Brown Kelly Ward Jessica Keaton William Wilson III Assistant Principal Assistant Principal Assistant Principal Assistant Principal Kim O'Keefe Wendy Palmer Lynn Phillips Enrique Valencia Guidance Counselor Guidance Counselor Guidance Counselor **Guidance** Counselor School District of Indian River County

Consent D - 1/10/2012

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Daniel Gilbertson

Principal

Stephanie Cleveland

Guidance Counselor

OSCEOLA MAGNET SCHOOL 665 20th Street • Vero Beach, Florida 32960 Telephone (772) 564-5821 • Fax (772) 564-5827 Susan A. Roberts - Principal



MEMORANDUM

DATE:	December 13, 2011
TO:	Carter Morrison, Assistant Superintendent of Finance
FROM:	Susan Roberts, Principal
Regarding:	Request for Approval of Donations

Donations in the amount of \$3,712.00 have been received from the Osceola Magnet School PTA. \$712.00 of these funds were donated for the purchase of (2) Two-Way Walkie Talkie Radio's. The remaining \$3,000 was donated to Teacher/Staff Internal Funds to aid in the purchase of classroom/school supplies.

Board approval is recommended.

vallabert

Susan Roberts, Principal



jm

A Florida "A+" School "Staff and students exploring this wide, wonderful world together"

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School District of Indian River County

Consent D - 1/10/2012

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY Amendment # 1 - August through November 2011 Special Revenue- Food Service

ESTIMATED REVENUE									
Function Present Budget Increase Decrease Revised Budget									
Totals		10,337,697.70	5,051.00	0.00	10,332,646.70				
National School Lunch Act	3260	5,708,632.43	0.00	0.00	5,708,632.43				
USDA Donated Commodities	3265	264,000.00	0.00	0.00	264,000.00				
Other Food Service revenue	3268-3299	109,150.00	0.00	0.00	109,150.00				
Food Service Supplement	3300	122,439.00	5,051.00	0.00	117,388.00				
Interest on Investments	3431	0.00	0.00	0.00	0.00				
Gifts, Grants, Bequests	3440	0.00	0.00	0.00	0.00				
Food Services	3450	2,456,862.06	0.00	0.00	2,456,862.06				
Other Miscellaneous Local	3490	0.00	0.00	0.00	0.00				
Fund Equity	2700	1,676,614.21	0.00	0.00	1,676,614.21				
	AI	PROPRIATION	IS						
	Function/Object	Present Budget	Increase	Decrease	Revised Budget				
Salaries	7600 - 100	2,641,701.00	0.00	1,568.49	2,643,269.49				
Employee Benefits	7600 - 200	1,044,043.64	42,303.26	0.00	1,001,740.38				
Purchased Services	7600 - 300	216,058.15	0.00	5,779.61	221,837.76				
Energy Services	7600 - 400	332,000.00	0.00	1,000.00	333,000.00				
Materials and Supplies	7600 - 500	3,892,572.60	0.00	2,123.51	3,894,696.11				
Capital Outlay	7600 - 600	121,500.00	0.00	35,620.39	157,120.39				
Other Expenses	7600 - 700	410,000.00	0.00	100.00	410,100.00				
Transfers to General Fund	9700	0.00	0.00	0.00	0.00				
Fund Balance		1,679,822.31	8,939.74	0.00	1,670,882.57				
Totals		10,337,697.70	51,243.00	46,192.00	10,332,646.70				

Adopted By Board: January 10, 2012

District Superintendent's Signature

School District of Indian River County Food Service Budget Amendment Amendment #1 - August through November 2011

ESTMATED REVENUES: Increase estimated revenue budget to actual for Food Service Supplements	5,051.00
Net increase/(decrease) in Revenue Budget	5,051.00
APPROPRIATIONS: Decrease approprations for the Dairy Council grant - adjusted roll forward from FY 2010-11	(3,888.74)
Net increase/(decrease) in Appropriations	(3,888.74)
FUND BALANCE: Net change increase/(decrease) in Fund Balance	8,939.74

Page 2 of 4

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY Amendment # 2 - October through November 2011 General Fund

ESTIMATED REVENUE							
	Decrease	Revised Budget					
Grand Totals		135,200,075.73	145,015.24	0.00	135,345,090.97		
Federal Direct Sources	3100	80,000.00	0.00	0.00	80,000.00		
Federal Through State Sources	3200	150,000.00	0.00	0.00	150,000.00		
State Sources	3300	30,081,868.00	600.00	0.00	30,082,468.00		
Local Sources	3400	89,395,146.73	70,825.28	0.00	89,465,972.01		
Transfers	3600	871,022.00	0.00	0.00	871,022.00		
Other Financing Sources	3700	50,000.00	73,589.96	0.00	123,589.96		
Fund Equity	2700	14,572,039.00	0.00	0.00	14,572,039.00		
		, , , ,			, ,		
	A	APPROPRIATIONS					
	Function	Current Budget	Increase	Decrease	Revised Budget		
Instructional Services	5000	82,372,533.39	0.00	349,257.65	82,023,275.74		
Pupil Personnel Services	6100	3,385,088.51	16,622.12	0.00	3,401,710.63		
Instructional Media Services	6200	1,853,590.41	7,980.32	0.00	1,861,570.73		
Instructional Curriculum Development	6300	3,770,263.30	0.00	4,364.10	3,765,899.20		
Instructional Staff Training	6400	1,007,323.98	62,171.26	0.00	1,069,495.24		
Instructional Related Technology	6500	757,379.04	11,818.91	0.00	769,197.95		
Board of Education	7100	1,047,385.36	0.00	58,038.70	989,346.66		
General Administration	7200	382,333.19	0.00	0.00	382,333.19		
School Administration	7300	7,007,023.16	58,902.90	0.00	7,065,926.06		
Facilities Acquisition and Construction	7400	529,302.75	76,069.85	0.00	605,372.60		
Fiscal Services	7500	4,237,751.77	0.00	61,867.72	4,175,884.05		
Food Services	7600	0.00	0.00	0.00	0.00		
Central Services	7700	1,831,516.02	66,389.21	0.00	1,897,905.23		
Transportation Services	7800	4,913,913.76	37,423.50	0.00	4,951,337.26		
Operation Services	7900	11,644,997.80	261,231.22	0.00	11,906,229.02		
Maintenance Services	8100	709,520.70	23,752.95	0.00	733,273.65		
Administrative Technology Services	8200	1,771,890.96	0.00	4,303.83	1,767,587.13		
Community Services	9100	15.00	485.00	0.00	500.00		
Debt Services	9200	500,000.00	0.00	0.00	500,000.00		
Transfers	9700	0.00	0.00	0.00	0.00		
Budgeted Fund Balance		7,478,246.63	0.00	0.00	7,478,246.63		
Grand Totals	Grand Totals 135,200,075.73 622,847.24 477,832.00 135,345,090.97						

Adopted By Board: January 24, 2012

District Superintendent's Signature

Amendment # 2

October through November 2011

ESTIMATED REVENUES

Total Estimated revenues increased by \$145,015.24 for the month of October and November 2011

Object Code 3300 - State Sources:

\$ 600.00 - Increase estimated revenue budget for reciept of Positive Behavior Support funds

\$ 600.00

Object Code 3400 - Local Sources:

470.00 - Increase estimated revenue budget for use of facilities - Adult Education

244.93 - Increase estimated revenue budget for Charter School Capital Outlay interest: September and October

45,996.36 - Increase estimated revenue budget for collection of internal accounts reimbursement - Various Schools

9,641.50 - Increase estimated revenue budget for collection of employee screening and retention fees

1,375.00 - Increase estimated revenue budget for collection of SRHS booster organization

500.00 - Increase estimated revenue budget for collection fundraisers/donations for 21st Century in-kind funds

12,597.49 - Increase estimated revenue budget for collection of donation from Education Foundation - Great Ideas grant

\$ 70,825.28

Object Code 3700 - Other Financing Sources:

89.96 - Increase estimated revenue budget for collection of restitution for damages

73,500.00 - Increase estimated revenue budget for insurance claims for Osceola Elementary flood damage

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$ 73,589.96
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APPROPRIATIONS

Changes in the Appropriations budget changes are reflected as follows:

244.93 - Increase appropriations budget for Charter School Capital Outlay Interest: September and October

45,996.36 - Increase appropriations budget for collection of internal accounts reimbursement - Various Schools

500.00 - Increase appropriations budget for 21st Century In-kind purchases

9,641.50 - Increase appropriations budget for payment to vendors for employee screening and retention fees

73,589.96 - Increase appropriations budget for payment of vendors for Osceola Elementary flood damage

1,375.00 - Increase appropriations budget for shed purchase - SRHS from booster organization donations

8,820.16 - Increase appropriations budget for payment of Smart Board installations from the Education Foundation Great Ideas grant

3,777.33 - Increase appropriations budget for payment of hearing diagnostic equipment from the Education Foundation Great Ideas grant

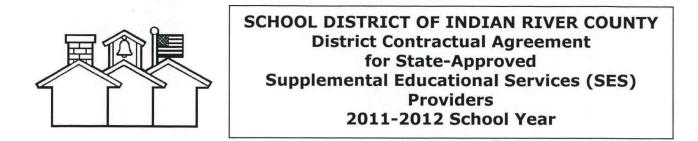
470.00 - Increase appropriations budget for rental costs - Adult Education

600.00 - Increase appropriations budget for anticipated Positive Behavior Support expenditures

\$ 145,015.24 Net increase in appropriations budget

BUDGETED FUND BALANCE:

Budgeted fund balance remained unchanged during the months of October and November 2011



Amendment 1 to District Contractual Agreement

This amendment is made by the School District of Indian River County, hereinafter referred to as the "BOARD" and !A+ Tutor U, hereinafter referred to as the "PROVIDER", parties to the School District of Indian River County District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year, dated and board approved August 23, 2011, hereinafter referred to as the "AGREEMENT".

The AGREEMENT is amended as follows:

Item 3. N of the AGREEMENT is deleted and a revised item is inserted as follows

3. RESPONSIBILITIES OF THE BOARD

N. BOARD shall provide compensation to the PROVIDER upon receipt of a proper invoice as described in Section 10 C below at a rate of \$52.80 \$52.50 per hourly session for each student of Large Group Instruction or Small Group Instruction and not to exceed the state-approved Indian River County SES amount as described in Section 11 A below.

Item 11. A of the AGREEMENT is deleted and a revised item is inserted as follows:

11. COMPENSATION

A. BOARD shall pay the PROVIDER the maximum sum of <u>\$1,056.00</u> <u>\$1,050.00</u> per student, for a minimum of for a minimum of 20 hours of Large Group Instruction or Small Group Instruction, which is based upon the hourly rate schedule and is not to exceed the per hour rate as identified in the state-approved application.

Item 13. C of the AGREEMENT is deleted and a revised item is inserted as follows:

13. START OF TUTORING

C. PROVIDER may not initiate services for any student until all parties (district, parent and provider) have signed the student's SLP has been approved by appropriate School District of Indian River County staff.. Signed SLPs must be submitted to the BOARD at least three (3) business days prior to the start date of tutoring services.

Except as set forth in this Amendment, the AGREEMENT is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this amendment and the AGREEMENT, the terms of this amendment will prevail.

As to the PROVIDER: Signed and effective this <u>6th</u> day of <u>December</u> Name of Supplemental Educational Service PROVIDER: / A+ Tu

Tax Identification Number: 90 - 0336799Signature of Supplemental Educational Service PROVIDER Authorized Representative:

Les Kimbal Jill Kimball, SVP-

As to the School BOARD: Superintendent of Schools

School District of Indian River County 1990-25th Street Vero Beach, FL 32960

Signed and effective this _____ day of _____, 20____ by the

SCHOOL BOARD OF INDIAN RIVER COUNTY

By:

Chairperson

Attested By:

Superintendent

School District of Indian River County Title I Department Supplemental Education Services Invoice Calendar 2011-2012 Exhibit C Revised 12/5/11

Month	Services Dates	Invoice Due Date	
October	SLP Signature date-10/31/11	11/11/11	
November	11/1/11- 11/30/11	12/12/11	
December	12/1/11 - 12/31/11	1/10/12	
	SLP Signature date-12/31/11	1/20/12	
January	1/1/12 - 1/31/12	2/10/12	
February	2/1/12 - 2/29/12	3/12/12	
March	3/1/12 - 3/31/12	4/10/12	
April	4/1/12 - 4/30/12	5/10/12	
May	5/1/12 - 5/31/12	6/11/12	
June	6/1/12 - 6/30/12	7/10/12	

Invoice packets are due no later than noon on the specified due date. Invoice packets received after noon on the due date listed or incomplete Invoice packets will not be processed for payment until the following month.

Provider	Initials:	LSK
Date:	12/6/1	, U



SCHOOL DISTRICT OF INDIAN RIVER COUNTY District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year

Amendment 1 to District Contractual Agreement

This amendment is made by the School District of Indian River County, hereinafter referred to as the "BOARD" and 1 to 1 Tutor, LLC. hereinafter referred to as the "PROVIDER", parties to the School District of Indian River County District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year, dated and board approved August 23, 2011, hereinafter referred to as the "AGREEMENT".

The AGREEMENT is amended as follows:

Item 3. N of the AGREEMENT is deleted and a revised item is inserted as follows

3. RESPONSIBILITIES OF THE BOARD

N. BOARD shall provide compensation to the PROVIDER upon receipt of a proper invoice as described in Section 10 C below at a rate of \$52.80 \$52.50 per hourly session for each student of Small Group, or individual tutoring per hourly session and not to exceed the state-approved Indian River County SES amount as described in Section 11 A below.

Item 11. A of the AGREEMENT is deleted and a revised item is inserted as follows:

11. COMPENSATION

A. BOARD shall pay the PROVIDER the maximum sum of <u>\$1,056.00</u> <u>\$1,050.00</u> per student, for a minimum of 20 hours of Small Group, or Individual, tutoring hours which is based upon the hourly rate schedule and is not to exceed the per hour rate as identified in the state-approved application.

Item 13. C of the AGREEMENT is deleted and a revised item is inserted as follows:

13. START OF TUTORING

C. PROVIDER may not initiate services for any student until all parties (district, parent and provider) have signed the student's SLP has been approved by appropriate School District of Indian River County staff. Signed SLPs must be submitted to the BOARD at least three (3) business days prior to the start date of tutoring services.

Except as set forth in this Amendment, the AGREEMENT is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this amendment and the AGREEMENT, the terms of this amendment will prevail.

As to the PROVIDER: Signed and effective this 6 th day of December, 20 11
Name of Supplemental Educational Service PROVIDER:
1 TO 1 Tutor, LLC
Tax Identification Number: 20-4688712
Signature of Supplemental Educational Service PROVIDER Authorized Representative:
- Antoka
1t - D

As to the School BOARD: Superintendent of Schools

School District of Indian River County 1990-25th Street Vero Beach, FL 32960

Signed and effective this _____ day of _____, 20____ by the

SCHOOL BOARD OF INDIAN RIVER COUNTY

By:

Chairperson

Attested By:

Superintendent



SCHOOL DISTRICT OF INDIAN RIVER COUNTY District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year

Amendment 1 to District Contractual Agreement

This amendment is made by the School District of Indian River County, hereinafter referred to as the "BOARD" and Advanced Learners Private Tutoring, LLC, hereinafter referred to as the "PROVIDER", parties to the School District of Indian River County District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year, dated and board approved August 23, 2011, hereinafter referred to as the "AGREEMENT".

The AGREEMENT is amended as follows:

Item 3. N of the AGREEMENT is deleted and a revised item is inserted as follows

3. RESPONSIBILITIES OF THE BOARD

N. BOARD shall provide compensation to the PROVIDER upon receipt of a proper invoice as described in Section 10 C below at a rate of \$52.80 \$52.50 per hourly session for each student of Individual tutoring and not to exceed the state-approved Indian River County SES amount as described in Section 11 A below.

Item 11. A of the AGREEMENT is deleted and a revised item is inserted as follows:

11. COMPENSATION

A. BOARD shall pay the PROVIDER the maximum sum of <u>\$1,056.00</u> <u>\$1,050.00</u> per student, for a minimum of 20 hours Individual tutoring which is based upon the hourly rate schedule and is not to exceed the per hour rate as identified in the state-approved application.

Item 13. C of the AGREEMENT is deleted and a revised item is inserted as follows:

13. START OF TUTORING

C. PROVIDER may not initiate services for any student until all parties (district, parent and provider) have signed the student's SLP has been approved by appropriate School District of Indian River County staff.. Signed SLPs must be submitted to the BOARD at least three (3) business days prior to the start date of tutoring services.

Except as set forth in this Amendment, the AGREEMENT is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this amendment and the AGREEMENT, the terms of this amendment will prevail.

As to the PROVIDER: Signed and effective this 6th day of December, 20	
Name of Supplemental Educational Service PROVIDER:	
Advanced (Parners Private Tustering	
Tax Identification Number: 03-0482633	
Signature of Supplemental Educational Service PROVIDER Authorized Representative:	
MOMBLE	
1 g euro	

As to the School BOARD:

Superintendent of Schools

School District of Indian River County 1990-25th Street Vero Beach, FL 32960

Signed and effective this _____ day of _____, 20____ by the

SCHOOL BOARD OF INDIAN RIVER COUNTY

By:

Chairperson

Attested By:

Superintendent

School District of Indian River County Title I Department Supplemental Education Services Invoice Calendar 2011-2012 Exhibit C Revised 12/5/11

Month	Services Dates	Invoice Due Date
October	SLP Signature date-10/31/11	11/11/11
November	11/1/11- 11/30/11	12/12/11
December	12/1/11 - 12/31/11	1/10/12
	SLP Signature date-12/31/11	1/20/12
January	1/1/12 - 1/31/12	2/10/12
February	2/1/12 - 2/29/12	3/12/12
March	3/1/12 - 3/31/12	4/10/12
April	4/1/12 - 4/30/12	5/10/12
May	5/1/12 - 5/31/12	6/11/12
June	6/1/12 - 6/30/12	7/10/12

Invoice packets are due no later than noon on the specified due date. Invoice packets received after noon on the due date listed or incomplete Invoice packets will not be processed for payment until the following month.

Provider Initials: Date: ____



SCHOOL DISTRICT OF INDIAN RIVER COUNTY District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year

Amendment 1 to District Contractual Agreement

This amendment is made by the School District of Indian River County, hereinafter referred to as the "BOARD" and After School Programs, Inc..-hereinafter referred to as the "PROVIDER", parties to the School District of Indian River County District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year, dated and board approved August 23, 2011, hereinafter referred to as the "AGREEMENT".

The AGREEMENT is amended as follows:

Item 3. N of the AGREEMENT is deleted and a revised item is inserted as follows

3. RESPONSIBILITIES OF THE BOARD

N. BOARD shall provide compensation to the PROVIDER upon receipt of a proper invoice as described in Section 10 C below at a rate of \$45.00 per hourly session for each student of Large Group Instruction or \$52.80 \$52.50 per hourly session for each student of Small Group or Individual and not to exceed the state-approved Indian River County SES amount as described in Section 11 A below.

Item 11. A of the AGREEMENT is deleted and a revised item is inserted as follows:

11. COMPENSATION

A. BOARD shall pay the PROVIDER the maximum sum of <u>\$1,056.00\$1,050.00</u> per student, for a minimum of 23 hours of Large Group Instruction or 20 hours of Small Group or Individual tutoring, which is based upon the hourly rate schedule and is not to exceed the per hour rate as identified in the state-approved application.

Item 13. C of the AGREEMENT is deleted and a revised item is inserted as follows:

13. START OF TUTORING

C. PROVIDER may not initiate services for any student until all parties (district, parent and provider) have signed the student's SLP has been approved by appropriate School District of Indian <u>River County staff</u>.. Signed SLPs must be submitted to the BOARD at least three (3) business days prior to the start date of tutoring services.

Except as set forth in this Amendment, the AGREEMENT is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this amendment and the AGREEMENT, the terms of this amendment will prevail.

As to the PROVIDER: Signed and effective this <u>bth</u> day of <u>Decem</u> Name of Supplemental Educational Service PROVIDER: PROGRAMS, INC 650321 Tax Identification Number: 678

Signature of Supplemental Educational Service PROVIDER Authorized Representative:

hance Sodikoff

As to the School BOARD: Superintendent of Schools

School District of Indian River County 1990-25th Street Vero Beach, FL 32960

Signed and effective this _____ day of _____, 20____ by the

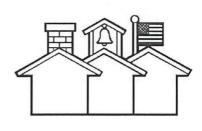
SCHOOL BOARD OF INDIAN RIVER COUNTY

By:

Chairperson

Attested By:

Superintendent



SCHOOL DISTRICT OF INDIAN RIVER COUNTY District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year

Amendment 1 to District Contractual Agreement

This amendment is made by the School District of Indian River County, hereinafter referred to as the "BOARD" and A Quantum Leap Educational Services, LLC, hereinafter referred to as the "PROVIDER", parties to the School District of Indian River County District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year, dated and board approved August 23, 2011, hereinafter referred to as the "AGREEMENT".

The AGREEMENT is amended as follows:

Item 3. N of the AGREEMENT is deleted and a revised item is inserted as follows

3. RESPONSIBILITIES OF THE BOARD

N. BOARD shall provide compensation to the PROVIDER upon receipt of a proper invoice as described in Section 10 C below at a rate of \$52.80 \$52.50 per hourly session for each student of Small Group or Individual tutoring and not to exceed the state-approved Indian River County SES amount as described in Section 11 A below.

Item 11. A of the AGREEMENT is deleted and a revised item is inserted as follows:

11. COMPENSATION

A. BOARD shall pay the PROVIDER the maximum sum of <u>\$1,056.00</u> <u>\$1,050.00</u> per student, for a minimum of 20 hours of Small Group or Individual, tutoring, which is based upon the hourly rate schedule and is not to exceed the per hour rate as identified in the state-approved application.

Item 13. C of the AGREEMENT is deleted and a revised item is inserted as follows:

13. START OF TUTORING

C. PROVIDER may not initiate services for any student until all parties (district, parent and provider) have signed the student's SLP has been approved by appropriate School District of Indian River County staff.. Signed SLPs must be submitted to the BOARD at least three (3) business days prior to the start date of tutoring services.

Except as set forth in this Amendment, the AGREEMENT is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this amendment and the AGREEMENT, the terms of this amendment will prevail.

As to the PROVIDER:
Name of Supplemental Educational Service PROVIDER:
Tax Identification Number: $20 - 493 - 0992$
Signature of Supplemental Educational Service PROVIDER Authorized Representative:
- Josef Cha Inter

As to the School BOARD: Superintendent of Schools

School District of Indian River County 1990-25th Street Vero Beach, FL 32960

Signed and effective this _____ day of _____, 20____ by the

SCHOOL BOARD OF INDIAN RIVER COUNTY

By:

Chairperson

Attested By:

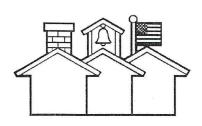
Superintendent

School District of Indian River County Title I Department Supplemental Education Services Invoice Calendar 2011-2012 Exhibit C Revised 12/5/11

Month	Services Dates	Invoice Due Date	
October	SLP Signature date-10/31/11	11/11/11	
November	11/1/11- 11/30/11	12/12/11	
December	12/1/11 - 12/31/11	1/10/12	
	SLP Signature date-12/31/11	1/20/12	
January	1/1/12 - 1/31/12	2/10/12	
February	2/1/12 - 2/29/12	3/12/12	
March	3/1/12 - 3/31/12	4/10/12	
April	4/1/12 - 4/30/12	5/10/12	
May	5/1/12 - 5/31/12	6/11/12	
June	6/1/12 - 6/30/12	7/10/12	

Invoice packets are due no later than noon on the specified due date. Invoice packets received after noon on the due date listed or incomplete Invoice packets will not be processed for payment until the following month.

Provider Initials: <u>MJA</u> Date: 12/7/2011



SCHOOL DISTRICT OF INDIAN RIVER COUNTY District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year

Amendment 1 to District Contractual Agreement

This amendment is made by the School District of Indian River County, hereinafter referred to as the "BOARD" and Accuracy Temporary Services, Inc. dba ATS Project Success, hereinafter referred to as the "PROVIDER", parties to the School District of Indian River County District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year, dated and board approved August 23, 2011, hereinafter referred to as the "AGREEMENT".

The AGREEMENT is amended as follows:

Item 3. N of the AGREEMENT is deleted and a revised item is inserted as follows

3. RESPONSIBILITIES OF THE BOARD

N. BOARD shall provide compensation to the PROVIDER upon receipt of a proper invoice as described in Section 10 C below at a rate of \$52.80 \$52.50 per hourly session for each student of Individual tutoring and not to exceed the state-approved Indian River County SES amount as described in Section 11 A below.

Item 11. A of the AGREEMENT is deleted and a revised item is inserted as follows:

11. COMPENSATION

A. BOARD shall pay the PROVIDER the maximum sum of <u>\$1,056.00</u> <u>\$1,050.00</u> per student, for a minimum of 20 hours of Individual tutoring, which is based upon the hourly rate schedule and is not to exceed the per hour rate as identified in the state-approved application.

Item 13. C of the AGREEMENT is deleted and a revised item is inserted as follows:

13. START OF TUTORING

C. PROVIDER may not initiate services for any student until all parties (district, parent and provider) have signed the student's SLP has been approved by appropriate School District of Indian River County staff.. Signed SLPs must be submitted to the BOARD at least three (3) business days prior to the start date of tutoring services.

Except as set forth in this Amendment, the AGREEMENT is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this amendment and the AGREEMENT, the terms of this amendment will prevail.

As to the PROVIDER: Signed and effective this	8th day of	Decem	ber	, 20	12
Name of Supplemental E	ducational Service	PROVIDER:_	ATS	Project	SUccess

Tax Identification Number: 38-2709553 Signature/of Supplemental Educational Service PROVIDER Authorized Representative:

As to the School BOARD: Superintendent of Schools

School District of Indian River County 1990-25th Street Vero Beach, FL 32960

Signed and effective this _____ day of _____, 20____ by the

SCHOOL BOARD OF INDIAN RIVER COUNTY

By:

Chairperson

Attested By:

Superintendent

School District of Indian River County Title I Department Supplemental Education Services Invoice Calendar 2011-2012 Exhibit C Revised 12/5/11

Month	Services Dates	Invoice Due Date
October	SLP Signature date-10/31/11	11/11/11
November	11/1/11- 11/30/11	12/12/11
December	12/1/11 - 12/31/11	1/10/12
	SLP Signature date-12/31/11	1/20/12
January	1/1/12 - 1/31/12	2/10/12
February	2/1/12 - 2/29/12	3/12/12
March	3/1/12 - 3/31/12	4/10/12
April	4/1/12 - 4/30/12	5/10/12
Мау	5/1/12 - 5/31/12	6/11/12
June	6/1/12 - 6/30/12	7/10/12

Invoice packets are due no later than noon on the specified due date. Invoice packets received after noon on the due date listed or incomplete Invoice packets will not be processed for payment until the following month.

Provider Initials:	P
Date: 12-	8-11



SCHOOL DISTRICT OF INDIAN RIVER COUNTY District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year

Amendment 1 to District Contractual Agreement

This amendment is made by the School District of Indian River County, hereinafter referred to as the "BOARD" and Stuart Educational Services, Inc. DBA Club Z!, hereinafter referred to as the "PROVIDER", parties to the School District of Indian River County District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year, dated and board approved August 23, 2011, hereinafter referred to as the "AGREEMENT".

The AGREEMENT is amended as follows:

Item 3. N of the AGREEMENT is deleted and a revised item is inserted as follows

3. RESPONSIBILITIES OF THE BOARD

N. BOARD shall provide compensation to the PROVIDER upon receipt of a proper invoice as described in Section 10 C below at a rate of \$65.00 per hourly session for each student of Small Group or Individual tutoring and not to exceed the state-approved Indian River County SES amount as described in Section 11 A below.

Item 11. A of the AGREEMENT is deleted and a revised item is inserted as follows:

11. COMPENSATION

A. BOARD shall pay the PROVIDER the maximum sum of <u>\$1,056.00</u> <u>\$1,050.00</u> per student, for a minimum of 16 hours of Small Group or Individual, which is based upon the hourly rate schedule and is not to exceed the per hour rate as identified in the state-approved application.

Item 13. C of the AGREEMENT is deleted and a revised item is inserted as follows:

13. START OF TUTORING

C. PROVIDER may not initiate services for any student until all parties (district, parent and provider) have signed the student's SLP <u>has been approved by appropriate School District of Indian</u> <u>River County staff</u>.. Signed SLPs must be submitted to the BOARD at least three (3) business days prior to the start date of tutoring services.

Except as set forth in this Amendment, the AGREEMENT is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this amendment and the AGREEMENT, the terms of this amendment will prevail.

As to the PROVIDER: Signed and effective this day of becember, 20 Name of Supplemental Educational Service PROVIDER:, 20 Stuart Educational Service PROVIDER:, 20 Tax Identification Number: Z0 - 1793817 Signature of Supplemental Educational Service PROVIDER Authorized Representative:
Michell Srebourt

As to the School BOARD: Superintendent of Schools

School District of Indian River County 1990-25th Street Vero Beach, FL 32960

Signed and effective this _____ day of _____, 20___ by the

SCHOOL BOARD OF INDIAN RIVER COUNTY

By:

Chairperson

Attested By:

Superintendent



SCHOOL DISTRICT OF INDIAN RIVER COUNTY District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year

Amendment 1 to District Contractual Agreement

This amendment is made by the School District of Indian River County, hereinafter referred to as the "BOARD" and Sylvan Learning Center.- hereinafter referred to as the "PROVIDER", parties to the School District of Indian River County District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year, dated and board approved August 23, 2011, hereinafter referred to as the "AGREEMENT".

The AGREEMENT is amended as follows:

Item 3. N of the AGREEMENT is deleted and a revised item is inserted as follows

3. RESPONSIBILITIES OF THE BOARD

N. BOARD shall provide compensation to the PROVIDER upon receipt of a proper invoice as described in Section 10 C below at a rate of \$45.00 per hourly session for each student of Small Group tutoring and not to exceed the state-approved Indian River County SES amount as described in Section 11 A below.

Item 11. A of the AGREEMENT is deleted and a revised item is inserted as follows:

11. COMPENSATION

A. BOARD shall pay the PROVIDER the maximum sum of <u>\$1,056.00</u> <u>\$1,050.00</u> per student, for a minimum of 23 hours of Small Group, which is based upon the hourly rate schedule and is not to exceed the per hour rate as identified in the state-approved application.

Item 13. C of the AGREEMENT is deleted and a revised item is inserted as follows:

13. START OF TUTORING

C. PROVIDER may not initiate services for any student until all parties (district, parent and provider) have signed the student's SLP <u>has been approved by appropriate School District of Indian</u> <u>River County staff</u>.. Signed SLPs must be submitted to the BOARD at least three (3) business days prior to the start date of tutoring services.

Except as set forth in this Amendment, the AGREEMENT is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this amendment and the AGREEMENT, the terms of this amendment will prevail.

As to the PROVIDER:
Signed and effective this 12 day of December, 20 11
Name of Supplemental Educational Service PROVIDER:
Sylvan Learning Center
Tax Identification Number: 20-8743213
Signature of Supplemental Educational Service PROVIDER Authorized Representative:
1/2 Me F

As to the School BOARD: Superintendent of Schools

School District of Indian River County 1990-25th Street Vero Beach, FL 32960

Signed and effective this _____ day of _____, 20____ by the

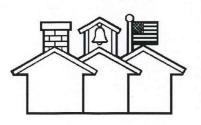
SCHOOL BOARD OF INDIAN RIVER COUNTY

By:

Chairperson

Attested By:

Superintendent



SCHOOL DISTRICT OF INDIAN RIVER COUNTY District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year

Amendment 1 to District Contractual Agreement

This amendment is made by the School District of Indian River County, hereinafter referred to as the "BOARD" and UTM Outreach International, Inc ,hereinafter referred to as the "PROVIDER", parties to the School District of Indian River County District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year, dated and board approved August 23, 2011, hereinafter referred to as the "AGREEMENT".

The AGREEMENT is amended as follows:

Item 3. N of the AGREEMENT is deleted and a revised item is inserted as follows

3. RESPONSIBILITIES OF THE BOARD

N. BOARD shall provide compensation to the PROVIDER upon receipt of a proper invoice as described in Section 10 C below at a rate of \$52.80 \$52.50 per hourly session for each student of Large Group Instruction, Small Group or Individual tutoringand not to exceed the state-approved Indian River County SES amount as described in Section 11 A below.

Item 11. A of the AGREEMENT is deleted and a revised item is inserted as follows:

11. COMPENSATION

A. BOARD shall pay the PROVIDER the maximum sum of <u>\$1,056.00</u>\$1,050.00 per student, for a minimum of20 hours of Large Group Instruction, Small Group or Individual tutoring, which is based upon the hourly rate schedule and is not to exceed the per hour rate as identified in the state-approved application.

Item 13. C of the AGREEMENT is deleted and a revised item is inserted as follows:

13. START OF TUTORING

C. PROVIDER may not initiate services for any student until all parties (district, parent and provider) have signed the student's SLP has been approved by appropriate School District of Indian River County staff... Signed SLPs must be submitted to the BOARD at least three (3) business days prior to the start date of tutoring services.

Except as set forth in this Amendment, the AGREEMENT is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this amendment and the AGREEMENT, the terms of this amendment will prevail.

As to the PROVIDER: 20 Signed and effective this ___6_ day of L Name of Supplemental Educational Service PROVIDER: UTIN Outreach International Inc Tax Identification Number: 20-51599 Signature of Supplemental Educational Service PROVIDER Authorized Representative: Basn Dr. Kegina Eason 5

As to the School BOARD: Superintendent of Schools

School District of Indian River County 1990-25th Street Vero Beach, FL 32960

Signed and effective this _____ day of _____, 20____ by the

SCHOOL BOARD OF INDIAN RIVER COUNTY

By:

Chairperson

Attested By:

Superintendent



SCHOOL DISTRICT OF INDIAN RIVER COUNTY District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year

Amendment 1 to District Contractual Agreement

This amendment is made by the School District of Indian River County, hereinafter referred to as the "BOARD" and Wee Wuns Primary Preparatory and Developmental Learning Center, Inc, hereinafter referred to as the "PROVIDER", parties to the School District of Indian River County District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers 2011-2012 School Year, dated and board approved August 23, 2011, hereinafter referred to as the "AGREEMENT".

The AGREEMENT is amended as follows:

Item 3. N of the AGREEMENT is deleted and a revised item is inserted as follows

3. RESPONSIBILITIES OF THE BOARD

N. BOARD shall provide compensation to the PROVIDER upon receipt of a proper invoice as described in Section 10 C below at a rate of \$50.00 per hourly session for each student of Large Group Instruction, Small Group or Individual tutoring and not to exceed the state-approved Indian River County SES amount as described in Section 11 A below.

Item 11. A of the AGREEMENT is deleted and a revised item is inserted as follows:

11. COMPENSATION

A. BOARD shall pay the PROVIDER the maximum sum of <u>\$1,056.00</u> <u>\$1,050.00</u> per student, for a minimum of 21 hours of Large Group Instruction, Small Group or Individual tutoring, which is based upon the hourly rate schedule and is not to exceed the per hour rate as identified in the state-approved application.

Item 13. C of the AGREEMENT is deleted and a revised item is inserted as follows:

13. START OF TUTORING

C. PROVIDER may not initiate services for any student until all parties (district, parent and provider) have signed the student's SLP <u>has been approved by appropriate School District of Indian</u> <u>River County staff</u>.. Signed SLPs must be submitted to the BOARD at least three (3) business days prior to the start date of tutoring services.

Except as set forth in this Amendment, the AGREEMENT is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this amendment and the AGREEMENT, the terms of this amendment will prevail.

As to the PROVIDER: Signed and effective this 13th day of <u>Decem</u> Name of Supplemental Educational Service PROVIDER: Wee earning Center Inc. Primary Preparatory and Developmenta 650207634 Tax Identification Number: Signature of Supplemental Educational Service PROVIDER Authorized Representative:

ugo PRESIDENT tere

As to the School BOARD: Superintendent of Schools

School District of Indian River County 1990-25th Street Vero Beach, FL 32960

Signed and effective this _____ day of _____, 20____ by the

SCHOOL BOARD OF INDIAN RIVER COUNTY

By:

Chairperson

Attested By:

Superintendent

School District of Indian River County **Title I Department Supplemental Education Services Invoice Calendar** 2011-2012 Exhibit C **Revised 12/5/11**

Month	Services Dates	Invoice Due Date
October	SLP Signature date-10/31/11	11/11/11
November	11/1/11- 11/30/11	12/12/11
December	12/1/11 - 12/31/11	1/10/12
	SLP Signature date-12/31/11	1/20/12
January	1/1/12 - 1/31/12	2/10/12
February	2/1/12 - 2/29/12	3/12/12
March	3/1/12 - 3/31/12	4/10/12
April	4/1/12 - 4/30/12	5/10/12
May	5/1/12 - 5/31/12	6/11/12
June	6/1/12 - 6/30/12	7/10/12

Invoice packets are due no later than noon on the specified due date. Invoice packets received after noon on the due date listed or incomplete Invoice packets will not be processed for payment until the following month.

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Sebastian Charter Junior High 782 Wave Street, Sebastian, FL 32958 772-388-8838 / Fax 772-388-8815 www.scjh.org

December 19, 2011

Francis Adams, Ed, D. Superintendent of Schools 1990 25th Street Vero Beach, FL 32960

Dear Dr. Adams,

The Board of Directors of Sebastian Charter Junior High is requesting that the School District of Indian River County extend the deadline for SCJH to obtain a loan for at least \$1,000,000 for our new building and extend our contract to a 15 year contract with an ending date of June 26, 2026. The Board of Directors has had a turnover in leadership and the Board requires more time to select the Bank to furnish the loan for our new building. We still have a letter of commitment from one of the banks, however, there are other banks that we are in the process of applying and negotiating with to acquire the most fiscally prudent loan for SCJH. Based on this, the date for loan closing will not make the January 30, 2012 deadline that was set by our deadline extension request letter dated September 14, 2011.

We are requesting an extension to July 31, 2012, however it is anticipated that the loan will be sent to the SDIRC and closed before that date. It is understand that if SCJH does not obtain at least a \$1,000,000 loan by July 31, 2012 that the existing contract date will be in effect with an ending date of June 30, 2015. If you have any questions or need further information, Please contact me at 772-321-6814

Sincerely,

Ang Dong

President & Chairman of the Board (772) 321-6814

SOARING PROUDLY INTO THE FUTURE

An equal opportunity educator and employer

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TREASURE AND RESEARCH COAST COLLABORATION RESOLUTION

WHEREAS, the School Boards of Indian River, Martin, Okeechobee and St. Lucie Counties comprise the Treasure and Research Coast of the State of Florida, and

WHEREAS, the School Boards of Indian River, Martin, Okeechobee and St. Lucie Counties work collaboratively on legislative issues, and

WHEREAS, all School Districts are facing continued budgetary challenges in meeting the needs of their students,

THEREFORE, **BE IT RESOLVED** that the undersigned School Boards of Indian River, Martin, Okeechobee and St. Lucie Counties hereby empower their staff members and professional educators to work collaboratively on key issues that will benefit all students, taxpayers, and the Treasure and Research Coast region.

SIGNED this _____ day of January 2012

INDIAN RIVER COUNTY SCHOOL BOARD

Chairman

Superintendent

OKEECHOBEE COUNTY SCHOOL BOARD

Chairman

Superintendent

MARTIN COUNTY SCHOOL BOARD

Chairman

Superintendent

ST. LUCIE COUNTY SCHOOL BOARD

Chairman

Superintendent

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CORPORATE OFFICE 3914 Clock Pointe Trail, Suite 103 Stow, Ohio 44224 (330) 926-0514 Fax (330) 926-0525

License Agreement with NEOLA, INC.

I. Parties

This is an agreement (Agreement) between NEOLA, Inc. (NEOLA) and the School Board of Indian River County, FL (District).

II. Background

NEOLA owns certain materials including materials referred to as "Templates." Among these Templates are

- A. Templates for Board Bylaws and Policies,
- B. Templates for Administrative Procedures and Forms, and
- C. Templates for Updates to the Board Bylaws and Policies and Administrative Procedures and Forms.

NEOLA also owns proprietary code for electronic publication of NEOLA materials.

NEOLA licenses certain modified versions of the Templates for Board Bylaws and Policies, which are referred to as Board Adopted Editions of the Bylaws and Policies, and modified versions of the Templates for Administrative Procedures and Forms, which are referred to as District Approved Editions of the Administrative Procedures and Forms. These modified versions may include materials specifically tailored for licensees (e.g. a school board in a school district). NEOLA also provides, through an Update Service, certain modified versions of the Templates for Updates, and upon adoption or approval, licenses revisions that supplement or replace portions of the Board Adopted Editions of Bylaws and Policies or District Approved Editions of Administrative Procedures and Forms. NEOLA also offers an Electronic Publishing Service whereby licensed materials are posted and maintained on the internet by NEOLA for the District.

III. District Intentions

The District desires, through this Agreement, to contemporaneously:

- A. license a modified version of the Templates for Board Bylaws and Policies that will be customized as set forth in Addendum A;
- B. license a modified version of the Templates for Administrative Procedures that will be customized as set forth in Addendum A; and
- C. subscribe to NEOLA's Electronic Publishing Service, whereby NEOLA will prepare the materials licensed to the District to be posted on the District's website as set forth in Addendum A.

The District acknowledges that the content of NEOLA's Templates is dynamic inasmuch as the passage of new laws and promulgation of new regulations occur continually, and may require revision of the Templates to maintain statutory and/or regulatory compliance. As a result, and in order to protect its investment in the initial license of these materials, the District acknowledges a need to keep the licensed materials current. Accordingly, by entering into this Agreement, the District desires to subscribe to the Update Service, which renews annually as provided below.

IV. Services

In consideration for the District's performance under this Agreement including, but not limited to, payment of the fees provided in the addendums hereto, NEOLA shall, in accordance with the District's desires stated in Section III – District Intentions above:

- A. modify its Templates for Board Bylaws and Policies according to the protocol provided in Addendum A and license, according to the terms herein, a Board Adopted Edition of the Bylaws and Policies;
- B. modify its Templates for Administrative Procedures according to the protocol provided in Addendum A and license, according to the terms herein, a District Approved Edition of the Administrative Procedures;
- C. publish electronically the materials licensed to the District, according to the protocol provided in Addendum A.

V. Update Subscription

The District hereby subscribes to NEOLA's Update Service.

NEOLA may, as it deems necessary, prepare revisions or supplements to its Templates. These revisions may be included in Update Templates to Bylaws and Policies and Update Templates to Administrative Procedures and Forms. Through the Update Service:

- Step 1: NEOLA shall provide the District with Update Templates corresponding to the materials licensed by the District. The Update Templates will be published in a Regular Update, which will be typically issued twice per year. Special Updates may be issued between Regular Updates when NEOLA deems them necessary. The parties acknowledge that the standard rate paid by the District for the Update Service, which is set forth in Addendum A, will not change regardless of the number of Special Updates that are issued. The parties further acknowledge that face-to-face consultation by a NEOLA Associate is not provided for the Special Updates, unless the Corporation requests such face-to-face consultation at the established hourly rate.
- Step 2: The designated representative(s) of the District shall consider the revisions contained with the Update Templates and accept or reject the revisions contained therein. For any Regular Update, the District may elect, and NEOLA shall provide, face-to-face consultation with a NEOLA Associate during the selection process. NEOLA will provide four (4) hours of face-to-face consultation without additional charge to the District. If more than four (4) hours of the Associate's time are requested or required, the District will be billed NEOLA's current rate as set forth in Addendum B, Additional Charges, for the additional time. NEOLA is not obligated to provide any face-to-face consultation to the District concerning Special Updates. If the District requests face-to-face consultation regarding a Special Update, the District will be billed NEOLA's current rate as set forth in Addendum B for the

If, during this step, the District makes revisions to the Templates provided, the revisions will be considered District-specific materials in accordance with Section VI – License below.

The modified versions of the Update Templates will be accessed from the Indian River County folder that will be available on NEOLA's Virtual Private Network (VPN). The designated staff member(s) will access the update materials and create proposed revisions to Indian River County's adopted policies using the Track Changes tool in Microsoft Word 2007/2010. Language to be added or revised will be in blue, underlined text, and language that is to be deleted will be red and appear as lined out. These edits will be made to the materials currently licensed to the District as the Board Adopted Edition of the Bylaws and Policies.

Step 3: The District shall email NEOLA's Coshocton office when the revisions and/or additions to the Board Adopted Bylaws and Policies have been adopted by the District and. when applicable, revisions to the District Approved Administrative Procedures have been approved by the District's The District shall also provide NEOLA the date of the representative(s). adoption of the revisions to the Board Approved Bylaws and Policies.

Step 4: Upon receipt of these revisions, NEOLA shall remove the adopted/approved materials from the Indian River County folder on the VPN, accept the changes made by the District and make any necessary corrections to the formatting of the material, post the adopted/approved material to the District's policy website, and deliver to the District a Finalized Version of revisions to the licensed materials.

The District will receive benefit of three (3) Regular Updates as well as any Special Updates published during the period covered by those updates, and these updated policies will be incorporated into the drafts as part of the base price of the Bylaws and Policy Development Service. Unless the consultation is provided during a drafting session, the only cost associated with these three (3) Regular Updates will be reimbursement of the Associate(s)'s expenses that are related to consultation provided for an update, which will include mileage at the current IRS rate, meals at the rates set forth in Addendum B, parking, tolls, and lodging at the actual cost incurred.

Beginning with the fourth Regular Update published after the policy development described in Number 1 of Addendum A begins, NEOLA will invoice the District in June and December of each year for the Update Service, and the District shall pay the invoice within 30 days of receipt. NEOLA shall charge the District its standard rate for the Update Service, for which the current amount is set forth in Addendum B.

Furthermore, the District agrees to pay, when invoiced, for additional products and services and for shipping and handling of all materials, as well as any additional services or materials requested by the District. These charges are set forth in Addendum B. Additionally, the District agrees to pay, when invoiced, for the Associate(s)'s expenses that are related to consultation provided for an update, including mileage at the current IRS rate, meals at the rates set forth in Addendum B, parking, tolls, and lodging at the actual cost incurred.

During the term of this Agreement, the District agrees to pay the usual and customary rate for processing documents, as set forth in Addendum B, for requests made by the District for changes to NEOLA materials licensed to the District that are not associated with a Regular or Special Update.

As provided in Section VIII – Termination herein, the District may cancel the Update Service by providing written notice.

VI. License

NEOLA hereby grants the District a personal, non-exclusive, non-transferable, perpetual license to the District's Board Adopted Editions of the Bylaws and Policies and District Approved Editions of the Administrative Guidelines and Forms consistent with the District's intentions as set forth in Section III – District Intention above.

This license is limited and restricted to those rights that are necessary for the District to conduct its business and are specifically limited and restricted pursuant to the Limitations and Prohibitions provided in Section VII herein. NEOLA owns all copyrights and other intellectual property rights in the Templates and modified versions thereof including the Board Adopted Edition of the Bylaws and Policies, and District Approved Edition of the Administrative Procedures and Forms, and all intermediary drafts leading thereto.

NEOLA is not obligated to assign any rights, including copyrights, in any materials to the District. NEOLA specifically retains title and ownership in all copies of the Templates and modified versions thereof including the Board Adopted Edition of the Bylaws and Policies, the District Approved Edition of the Administrative Procedures and Forms, and all intermediary drafts leading thereto.

Any "work" made pursuant to this Agreement is not a "work for hire" within the context of Title 17 of the United States Code, and therefore NEOLA retains all ownership in all "works" that it creates. To the extent that the District collaborates in the creation of any work under this Agreement, the District hereby agrees to assign its rights therein to NEOLA except as provided below.

NEOLA acknowledges that the District maintains all ownership in District-specific materials. District-specific materials include the following:

- A. materials from the District's existing materials that the District requests be incorporated during the drafting process;
- B. new materials that the District develops in their entirety and exclusive of NEOLA; and
- C. additions, revisions, or deletions that depart from NEOLA's Templates.

The District acknowledges that NEOLA does not advocate the use or incorporation of District-specific materials, and, while NEOLA will, at the request of the District, incorporate District-specific materials into the licensed materials, the District acknowledges that it bears all risks associated with the District's decision to request that such District-specific materials be incorporated. NEOLA reserves the right to, but is not obligated to, advise the District to seek its own legal review of District-specific materials.

Should NEOLA choose to use District-specific materials for purposes outside this Agreement, the District hereby grants NEOLA a non-exclusive, perpetual license to use, copy, distribute, prepare derivative works of, publicly perform, and publicly display the District-specific materials. The District, however, may limit or restrict any license of District-specific materials by providing NEOLA a written communication at the time the materials are provided to NEOLA regarding the limitation or restriction.

VII. Limitations and Prohibitions

A. Copying

The District is hereby granted permission to make and distribute paper copies of the Templates, the Board Adopted Edition of the Bylaws and Policies, the District Approved Edition of the Administrative Procedures and Forms, and any intermediary drafts leading thereto, so long as the copies are made for use by the District, or as may otherwise be required by the law, without the express written permission of NEOLA.

All other copying or distributing of any NEOLA material, licensed or otherwise, is expressly prohibited without written consent from NEOLA.

B. No Transferring

The District is prohibited from assigning, licensing, sub-licensing, or otherwise transferring this license in whole or part. Furthermore, the District is prohibited from selling, renting, leasing, or otherwise transferring the Templates or modified version thereof including the Board Adopted Edition of the Bylaws and Policies, the District Approved Edition of the Administrative Procedures and Forms, and all intermediary drafts leading thereto.

VIII. Termination

This Agreement is effective upon its signing by both parties.

Either party may elect to terminate or cancel this Agreement at any time. The party wishing to terminate this Agreement must do so by providing notice of its intention in writing to the other party.

If the District wishes to terminate the Update Service, the District must provide written notice of the same to NEOLA on or before November 1 or May 1 of any succeeding year. If the District elects to terminate this Agreement, the District is obligated to pay any and all charges for services rendered before the date of the notification.

If the District elects to terminate this Agreement prior to completing its payment obligations under this Agreement, NEOLA and the District shall jointly determine the amount due and payable by the District based upon materials provided to the District as well as the amount of consultation provided to the District.

Except in the event of a breach by the District, and so long as the District completes its payment obligations under this Agreement, then the District may continue to use, royalty-free, the Board Adopted Edition of the Bylaws and Policies or District Approved Edition of the Administrative Procedures and Forms so long as the use is consistent with terms and conditions provided herein. Likewise, except in the event of a breach by the District, and so long as the District has made payment for any Finalized Version of revisions obtained under the Update Service, then the District may continue to use, royalty-free, the Finalized Version of the revisions so long as the use is consistent with terms and conditions provided herein.

If NEOLA elects to terminate this Agreement prior to delivery of the licensed materials, a partial refund may be made upon receipt of all drafting materials from the District. If NEOLA elects to terminate this Agreement during the Update Service, then the District may use, royalty-free, the materials as provided by NEOLA so long as the use is consistent with terms and conditions provided herein.

Except in the event of a breach by NEOLA, while the District may continue to use, royalty-free, the materials after termination of this Agreement subject to the terms and conditions herein, NEOLA's obligations under this Agreement will cease upon the termination.

Even if the District has subscribed to NEOLA'S Electronic Publishing Service, NEOLA will not be obligated to continue to provide the District electronic access to any materials in the event the District terminates this Agreement.

IX. Defenses

NEOLA agrees to provide legal assistance or consultation to the District, its officers, and employees so that the District, its officers, and employees can better defend a third party claim that arises out of NEOLA's alleged failure to license materials that accurately reflect compliance with applicable State or Federal law. Nothing herein, however, obligates NEOLA to provide the sole or primary defense to the District, its officers, and employees. NEOLA may, at its sole discretion, withdraw its assistance in the event that NEOLA determines that its legal assistance is no longer of value to NEOLA or the District, its officers, or its employees. Furthermore, nothing herein obligates NEOLA to provide any defense to the District, its officers, and employees to defend a third party claim that arises out of District-specific materials.

NEOLA shall provide the primary defense to any third party claim of infringement of intellectual property based upon the content of any portion of a NEOLA Template. The Board shall provide the primary defense to any third party claims of infringement of intellectual property based upon any content contributed by the District and subsequently incorporated into a policy that is included in the District's Board Adopted Editions of the Bylaws and Policies.

X. Limited Liability and Hold Harmless

To the extent permitted by the applicable law, NEOLA will not be liable to the District, its officers, and employees for any third party claim, damage, injury, or cost arising from the following:

- A. the District's, its officers', and employees' failure to use or implement the licensed materials, provided that such licensed materials are in compliance with applicable State or Federal law;
- B. the District's, its officers', and employees' failure to correctly interpret the licensed materials, provided that such licensed materials are in compliance with applicable State or Federal law; or
- C. the District's, its officers', and employees' decision to make substantive changes or revisions to the licensed materials.

Although not obligated, NEOLA may recommend that the District seek its own legal review of any District-specific materials. Whether or not the recommendation is made, the District, its officers, and employees agree that NEOLA has no obligation to verify or approve the accuracy, validity, or completeness of the District-specific materials, and they agree to hold NEOLA harmless for any third party claim, damage, injury, or cost arising from the District-specific materials.

NEOLA shall indemnify and hold the Board harmless for any damages arising from a third party claim of infringement of intellectual property based upon any portion of a NEOLA template. The Board shall indemnify and hold NEOLA harmless for any damages arising from a third party claim of infringement of intellectual property based upon any content contributed by the District and subsequently incorporated into a policy that is included in the District's Board Adopted Editions of the Bylaws and Policies.

XI. Confidentiality

Nothing in this agreement obligates either party to disclose confidential information.

Each party acknowledges that, during the term of this agreement, it may inadvertently gain access to certain confidential information of the other party concerning the other party's business plans, employees and students' personal information, clients, technology, and products. Confidential Information will include, but not be limited to, each party's proprietary software and customer, employee, and/or student information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors on a need to know basis), any of the other party's Confidential Information, will take reasonable precautions to protect the confidentiality of such Confidential Information, and in the unlikely event of an accidental disclosure of confidential information, immediately notify the other party and return or destroy the information as directed by the other party.

XII. Insurance

NEOLA agrees to secure and maintain at all times during the term of this agreement, at NEOLA's expense, Professional Liability Insurance covering NEOLA for all acts or omissions that may give rise to liability for services under this agreement with a \$1,000,000.00 limit of liability. All NEOLA staff shall be covered by this insurance, which shall be provided by a reputable and financially viable insurance carrier. Such insurance shall not be cancelled except upon thirty days written notice to the District. NEOLA shall provide the District with a certificate evidencing such insurance coverage. Further, NEOLA agrees to notify the District within seven business days of any material change in the insurance coverage required to be maintained by NEOLA.

XIII. General

This agreement is interpreted under Florida law, and, where applicable, Federal law, is severable and divisible, and is enforceable in law or equity.

This Agreement represents the only agreement between the parties with respect to the subject matter described herein. All other prior oral or written agreements respecting this subject matter are superseded. Further, any revisions to this Agreement must be made in writing and approved by both parties.

This Agreement is effective as of the date of the last signature of the individuals who have signed below. By their signature, the individuals acknowledge their individual authority to bind their respective party and by their signature so bind their respective party to the duties and obligations defined herein.

School Board of Indian River County

signature

Inc.

Richard N. Clapp, Ph.D.

President/Chief Executive Officer

Date:

December 14, 2011

Please note, this Agreement will be considered void if not executed by January 31, 2012.

Addendum A Bylaws and Policies Development Service Administrative Procedures Development Service Electronic Publishing Service

The NEOLA Associates who will work with the District during implementation will include Mr. Patrick Corbett, Mrs. Frances St. James, and Mr. Tom Young, Esquire.

Included in this contract are up to seventy (70) hours of face-to-face consulting time during which the District's staff will meet with [a] NEOLA Associate(s) to develop the bylaws and policies and administrative procedures. Except for unusual circumstances, at least two Associates are present during each work session. Regardless of the number of Associates present at work session, only the time required for that meeting will be counted towards the seventy (70) hours of consulting provided by this contract. If the District prefers two drafting teams to work simultaneously, requiring at least one Associate to meet with each group, then the time spent in each meeting is counted towards the seventy (70) total hours of consulting time. Furthermore, if more than seventy (70) hours of consulting time are required to complete the bylaws and policies and the administrative procedures, i.e. numbers 1 and 2 below, the District will be billed the hourly rate for additional consultation that is set forth in Addendum B.

Also included in the base price of this license agreement is up to two hundred ten (210) hours of processing time so that the modified templates and any District-specific materials, as defined in Section VI – License, developed during the drafting process can be processed by NEOLA's production staff. If more than two hundred ten (210) hours is required to process the modified templates and District-specific materials, the District will be billed the hourly rate for processing set forth in Addendum B.

1. Policy Development

The Board Approved Edition of the Bylaws and Policies that is licensed to the District will be developed as follows:

Step 1: The Board shall designate a representative who will coordinate the District's involvement in the development process. The District shall notify NEOLA of this representative no later than four weeks from the effective date of the License Agreement. The District's representative shall confer with a NEOLA Associate no later than eight weeks from the effective date of the License Agreement.

During this initial consultation, the District's representative and the NEOLA Associate shall do the following:

- A. develop a timeline for the project in accordance with NEOLA's standard procedures for such timelines;
- B. identify the degree to which the Board will be involved in the sessions described in Step 3 below;
- C. identify any additional, key individuals who shall also participate in the sessions described in Step 3 below;
- D. develop a tentative schedule of the sessions that will be facilitated by the NEOLA Associate; and
- E. reduce the timeline and schedule to writing.

The schedule will provide for the work to be accomplished in up to fifteen or sixteen sessions.

No later than this initial consultation, the District shall provide its current bylaws and policies in hard copy and, if possible, an electronic copy in Microsoft Word for Windows, IBM compatible.

- Step 2: The NEOLA Associate will submit the timeline and schedule to NEOLA's Stow Office for review (modification, if necessary) and approval. Upon notification from NEOLA that the timeline and schedule, or any modifications thereto, have been approved, the parties hereby agree that the approved timeline and schedule shall be incorporated herein as Appendix A, and the terms thereof shall operate as terms and conditions herein.
- Step 3: In accordance with the approved timeline, the designated staff members shall meet with the NEOLA Associate for the scheduled sessions so that NEOLA's templates can be reviewed and choices provided in the templates can be considered. These materials will be accessed from the District's folder on NEOLA's Virtual Private Network (VPN).

As set forth in Section VII of the License Agreement, District specific material can be incorporated into a NEOLA policy template, added as an additional policy to those offered by NEOLA, or used as a replacement for a NEOLA policy template.

As set forth in Section V of the License Agreement, the District will receive benefit of three (3) Regular Updates as well as any Special Updates published during the period covered by those three updates, and these updated policies will be incorporated into the drafts as part of the base price of the Bylaws and Policy Development Service.

- Step 4: The NEOLA templates will be modified, as described herein, using the Track Changes tool in Microsoft Word 2007/2010 into a First Draft of the District's new Board Bylaws and Policies Manual. At the District's request, NEOLA shall access the files in the District's *First Draft Policy* sub-folder in the District's folder available on NEOLA's VPN, process those materials into NEOLA's format, duplicate the materials therein, and ship to the District ten (10) copies of material as the First Draft. Additional copies of the First Draft are available at the cost set forth in Addendum B.
- Step 5: The appropriate District personnel shall review the material in the *First Draft Policy* sub-folder and use the Track Changes tool in Microsoft Word 20007/2010 to insert any text that is to be added in blue, underlined text and show any text that is to be deleted in red, lined out text. The First Draft material to which edits have been made will be saved in the *Second Draft Policy* sub-folder accessible on the VPN.
- Step 6: Upon receiving notification from the District that additional edits have been made to the First Draft material, the NEOLA Associate(s) will review the material in the *Second Draft Policy* sub-folder, and contact the District's representative to discuss the desired changes, if necessary. After this review, NEOLA will prepare another draft of the District's Board Bylaws and Policies Manual that reflects the most current version of each policy, post that draft in the *Final Draft Policy* sub-folder, and return two (2) hard copies to the District for final review, if desired. Additional copies of the *Final Draft Policy* are available at the cost set forth in Addendum B.
- Step 7: The appropriate District personnel shall review the draft that has been posted in the *Final Draft Policy* sub-folder. If no additional revisions are needed, the draft in the *Final Draft Policy* sub-folder should be reviewed with the Board of Education in workshops.

If any additional revisions are deemed necessary as a result of the Board workshops, the District shall note in the same manner as in Step 5 and post the revised policies only to the *Final Draft Policy, Board Edits* sub-folder on NEOLA'S VPN.

If desired, NEOLA shall duplicate the revised material in the *Final Draft Policy*, *Board Edits* sub-folder and return them to the District. Upon receipt of the replacement policies that reflect these revisions, the District should review the material and notify NEOLA if these materials are accurate.

- Step 8: Upon notification that the materials from the *Final Draft Policy*, *Board Edits* sub-folder are accurate, clean copies of the material in the *Final Draft Policy* and the *Final Draft Policy*, *Board Edits* sub-folders will be posted to the *Draft for Adoption* sub-folder.
- Step 9: Upon notification that the material has been posted to the *Draft for Adoption* sub-folder, the District shall proceed with the adoption of the new policy manual in accordance with the process set forth in Chapter 120 of the Florida Statutes.

Step 10:After Board adoption of the material in the *Draft for Adoption*, the District shall notify NEOLA of the date of adoption by the Board of Education. NEOLA will then prepare the Board Adopted Edition of the Bylaws and Policies, post the adopted version of the District's policies and bylaws to the website NEOLA will establish and maintain for the District, and duplicate and ship two (2) copies of the adopted manual within four weeks of the date that NEOLA's Coshocton office was notified of Board adoption of the new policy manual.

2. Administrative Procedures Development

The District Approved Edition of the Administrative Procedures that is licensed to the District will be developed as follows:

Step 1: The Superintendent shall designate a representative who will coordinate the District's involvement under this Agreement. The District shall notify NEOLA of this representative no later than four weeks from the effective date of the License Agreement or Board adoption of the Board Adopted Edition of the Bylaws and Policies, whichever is later. The District's representative shall confer with a NEOLA Associate no later than eight weeks from the effective date of the License Agreement or Board adoption of the Board Adopted Edition of the Bylaws and Policies, whichever is later.

During this initial consultation, the Superintendent's representative and the NEOLA Associate shall do the following:

- A. develop a timeline for the project;
- B. identify the key administrative staff members who will participate in the sessions described in Step 3 below;
- C. develop a tentative schedule of the sessions that will be facilitated by the NEOLA Associate; and
- D. reduce the timeline and schedule to writing.

The schedule will provide for the work to be accomplished in fifteen to sixteen sessions.

No later than this initial consultation, the District shall provide its current procedures, and/or regulations in hard copy and, if possible, an electronic copy in Microsoft Word for Windows, IBM compatible.

- Step 2: The NEOLA Associate will submit the timeline and schedule to NEOLA's Stow Office for review (modification, if necessary) and approval. Upon notification from NEOLA that the timeline and schedule, or any modifications thereto, have been approved, the parties hereby agree that the approved timeline and schedule shall be incorporated herein as Appendix B, and the terms thereof shall operate as terms and conditions herein.
- Step 3: In accordance with the approved timeline, the designated staff members shall meet with the NEOLA Associate for the scheduled sessions.

NEOLA will provide copies of its templates for Administrative Procedures for the District's consideration during this process on the District's folder on NEOLA's VPN. The NEOLA Associate will be available, in accordance with the timeline and schedule developed in Step 2 above, to consult with the appropriate administrators as they make selections from the Templates or as they revise current District procedures that correspond to policies that have been adopted by the Board.

As set forth in Section VI of the License Agreement, District-specific material can be incorporated into a NEOLA template for an administrative procedure, added as an additional procedure to those offered by NEOLA, or used as a replacement procedure in place of a NEOLA template.

- Step 4: The NEOLA templates or the District's current procedures will be modified using the Track Changes tool in Microsoft Word 2007/2010 into a First Draft of the District's Administrative Procedures Manual. At the District's request, NEOLA shall access the files in the District's *First Draft Administrative Procedures* sub-folder in the District's folder available on NEOLA's VPN, process those materials into NEOLA's format, duplicate the materials and ship to the District up to ten (10) copies of material as the First Draft. Additional copies of the First Draft of the Administrative Procedures Manual are available at the cost set forth in Addendum B.
- Step 5: The appropriate District personnel should review the material in the *First* Draft Administrative Procedures sub-folder.

If further edits are needed or desired, use the Track Changes tool in Microsoft Word 20007/2010 to insert any text that is to be added in blue, underlined text and show any text that is to be deleted in red, lined out text. The First Draft material to which edits have been made will be saved in the *Second Draft Administrative Procedures* sub-folder accessible on the VPN.

At the District's request, if further edits are made to the First Draft material, NEOLA's production staff will access the files in the District's *Second Draft Administrative Procedures* sub-folder in the District's folder that is available on NEOLA's VPN, process those materials into NEOLA's format, duplicate and ship to the District up to ten (10) copies of the *Second Draft Administrative Procedures* so that District staff can review them in hard copy, if they so desire. Additional copies of the *Second Draft Administrative Procedures* are available at the cost set forth in Addendum B.

Step 6: If further edits are not necessary to the material in the *First Draft Administrative Procedures* sub-folder, the administrative procedures included in the sub-folders for each section in the *First Draft Administrative Procedures* sub-folder can be submitted to the Superintendent for approval.

If additional edits are made to the material in the *First Draft Administrative Procedures* sub-folder and if those edits that were saved to the *Second Draft Administrative Procedures* sub-folder are acceptable to District staff, the *Second Draft Administrative Procedures* sub-folder and are acceptable to District staff, NEOLA's production staff will, at the District's request,

Step 7: NEOLA's production staff will, at the District's request,

- 1. accept the edits made to the selected first draft material,
- 2. post the second draft procedures to the *Final Draft Administrative Procedures* sub-folder, and
- 3. export the first draft material to which no edits were suggested from the *First Draft Administrative Procedures* sub-folder to the *Final Draft* sub-folder so that a complete set of the proposed Administrative Procedures Manual is located in the *Final Draft Administrative Procedures* sub-folder.

These materials should then be submitted to the Superintendent for final approval.

Step 7: Upon written notification from the Superintendent that the material in the *Final Draft Administrative Procedures* sub-folder has been approved, NEOLA's production staff will prepare the District Approved Edition of the Administrative Procedures, post a copy of the material to the policy website and create the links between policies and administrative procedures, and will return one master copy to the District.

3. Forms

NEOLA will provide, at no additional charge, a license to use NEOLA's Forms that complement the templates for Administrative Procedures and will post the standard forms to the policy website and create the links to the policies and procedures. This license is consistent with the privileges and obligations provided with the other licenses being granted to the District.

If the District chooses to customize the forms (e.g., add the District name and logo) or to substitute current District forms for selected standard NEOLA forms, the cost incurred shall be for the time required to process these changes and/or format the current District forms. The cost for this additional processing time shall be at the hourly rate set forth in Addendum B.

4. Electronic Publishing Service

The electronic publishing of NEOLA's materials that are licensed to the District, as set forth below, will be completed within two (2) weeks of NEOLA's receipt, in their Stow office, of the District's written authorization to proceed.

- Step 1: As authorized to do so by the District, NEOLA will format and upload the NEOLA materials licensed to the District's web site.
- Step 2: Upon completion of Step 1, NEOLA will notify the District, in writing, that their licensed materials have been posted.
- Step 3: In accordance with the Update Service, NEOLA will also post Finalized Versions of revisions to NEOLA materials licensed to the District.

When the Board Adopted Edition of the Bylaws and Policies has been posted on-line, NEOLA will provide only *two (2) printed copies of the updated documents* for the District's two master copies of the Board Adopted Edition of the Bylaws and Policies. If the District chooses to maintain more than two (2) hard copies of this manual, the District must notify NEOLA of the number of additional copies of the updated documents will be invoiced at the copy charge set forth in Addendum B, Additional Charges.

When the District Approved Edition of the Administrative Procedures has been posted on-line, NEOLA will continue to provide one printed copy of the updated documents for the District's master copy of the District Approved Edition of the Administrative Procedures. If the District chooses to maintain more than one hard copy of this manual, the District must notify NEOLA of the number of additional copies of the updated documents that are desired. These additional copies of the updated documents will be invoiced at the copy charge set forth in Addendum B, Additional Charges.

As part of the contract price, NEOLA shall provide, upon adoption of the Board policies developed as described in Section 1, entitled Policy Development, of Addendum A of this License Agreement, an archival copy of all of the District's materials in Microsoft Word for Windows. Furthermore, NEOLA shall provide an updated archival copy of all of the District's materials in Microsoft Word for Windows after administrative approval of the Administrative Procedures developed as described in Section 2, entitled Administrative Procedures Development, of Addendum A of this license agreement. The District shall keep all archival copies in a secure location, and may access an archival copy, without written authorization from NEOLA, only if such access is required by law, or unless and until the License Agreement between the District and NEOLA has been terminated as provided therein.

At the request of the District, NEOLA shall provide an updated archival copy of all of the District's materials in Microsoft Word for Windows after each update has been processed and posted to the web site, and the District agrees to pay the fee set forth in Addendum B, plus shipping and handling, for each successive archival copy requested and received. The District's NEOLA web site will be hosted on multiple servers, and all changes to the District's documents on that web site will be made by NEOLA personnel. NEOLA retains all proprietary rights associated with the electronic publishing of the District's documents.

Beginning when the Board Adopted Edition of the Bylaws and Policies and continuing for as long as this agreement is in effect, NEOLA shall use commercially reasonable efforts to keep access to all necessary links available on a 24 hours per day, 7 days per week basis, subject to scheduled downtime for maintenance purposes. Any such downtime shall be scheduled at times that minimize impact to the District.

NEOLA's obligation to electronically publish the materials licensed from NEOLA is subject to the District maintaining its subscription to the Update Service. NEOLA reserves the right to and may cease electronic publication of the licensed materials if the District fails to maintain its subscription to the Update Service.

5. Payment

In consideration for the License to the Board Adopted Edition of the Bylaws and Policies, NEOLA's consultation, and other good and valuable consideration provided by NEOLA, the District shall pay NEOLA thirty-five thousand nine hundred ninety-five dollars (\$35,995.00). Payments will be made based upon deliverables received per the mutually agreed implementation schedule. Invoices will be submitted to and approved by the Superintendent or his designee. Terms are net 30 days after receipt of invoice. The first invoice under this agreement will be issued by NEOLA no sooner than ninety days after this license agreement is executed by the District. The schedule of invoices shall be as follows:

- □ \$2995.00 three (3) months after execution of this Agreement.
- \Box \$2200.00 six (6) months after execution of this Agreement.
- □ \$2200.00 nine (9) months after execution of this Agreement.
- □ \$2200.00 twelve (12) months after execution of this Agreement.
- □ \$2200.00 fifteen (15) months after execution of this Agreement.
- □ \$2200.00 eighteen (18) months after execution of this Agreement.
- □ \$2200.00 twenty-one (21) months after execution of this Agreement.
- \Box \$2200.00 twenty-four (24) months after execution of this Agreement.
- □ \$2200.00 twenty-seven (27) months after execution of this Agreement.
- □ \$2200.00 thirty (30) months after execution of this Agreement.
- □ \$2200.00 thirty-three (33) months after execution of this Agreement.
- □ \$2200.00 thirty-six (36) months after execution of this Agreement.
- □ \$2200.00 thirty-nine (39) months after execution of this Agreement.
- □ \$2200.00 forty-two (42) months after execution of this Agreement.
- □ \$2200.00 forty-five (45) months after execution of this Agreement.
- □ \$2200.00 forty-eight (48) months after execution of this Agreement.

The District agrees to pay for consulting time that exceeds the seventy (70) hours provided for the drafting processes described in Sections 1 and 2 of this Addendum or for consulting time that exceeds the four (4) hours provided for the Update Service described in Section V of the License Agreement. The District will be billed for the time spent by each Associate who participates in the drafting sessions at the hourly rate for additional consulting set forth in Addendum B.

The District agrees to pay the hourly rate for processing documents that is set forth in Addendum B, Additional Charges, for the time that exceeds the two hundred ten (210) hours included in the base price of this license agreement for processing modified templates, current policies, current procedures and/or original material for either policies or procedures requested by the District.

In addition, the District agrees to pay for the Associates' expenses for all meetings scheduled to complete the work described in Numbers 1 and 2 above or the meetings scheduled to complete the work related to the update service described in the License Agreement, including mileage reimbursement at the current IRS rate, meals at the rate set forth in Addendum B, parking, tolls, and, if necessary, lodging at the actual cost incurred.

Furthermore, the District agrees to pay, when invoiced, for additional products and services, as described herein, and for shipping and handling of all materials, as well as any additional services or materials requested by the District. These charges are set forth in Addendum B.

If Board approval is given later than January 31, 2012, or should other budgetary or timeline restrictions become necessary by the District, these payment terms may be amended, as mutually agreed, via a contract Addendum signed by NEOLA and the District's Purchasing Agent.

Further, should the District require less than the seventy (70) hours of face-to-face consultation included in the contract price to complete the work described in Section 1, Policy Development, and Section 2, Administrative Procedures Development, the final payment shall be reduced by an amount equal to the number of hours not used times the hourly rate for additional consulting that is set forth on the version of Addendum B in effect on June 1, 2011.

The undersigned acknowledge that this is an Addendum to a License Agreement with NEOLA, Inc. and by his/her signature, acknowledges his/her individual authority to bind the Board of Education to the duties and obligations defined herein.

School Board of Indian River County

signature

NEOLA, Inc.				
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Signature	• •			•

Richard N. Clapp, Ph.D.

President/Chief Executive Officer

Date: _____

December 14, 2011

The following information is needed for our records. Please provide this information now, if possible.

Contact Person/Title_____ Telephone Number______ His/Her E-Mail Address______

District Web Site Address_____

Please note, this Agreement will be considered void if not executed by January 31, 2012

Addendum B: Schedule of Additional Charges

The charges for NEOLA's additional products and services are as follows:

A.	Subscription to Update Service	\$1	,500.00 per update
В.	Hourly rate for consultation in excess of the time provided in conjunction with the Bylaws and Policy Development Service, Administrative Procedures Development Service, and/or the Update Subscription	\$	175.00 per hour
C.	Hourly rate for any additional processing as required during the Bylaws and Policy Development Service, Administrative Procedures Development Service, and/or in conjunction with the Update Subscription	\$	35.00 per hour
C.	Hourly rate for posting documents to the District's NEOLA Policy website that are not in conjunction with the Update Subscription	\$	75.00 per hour
D.	Per draft cost for additional copies of any draft or Finalized Edition of the Bylaws and Policies, Administrative Procedures, and/or Update Templates in excess of the number provided pursuant to this Agreement and any Addendums thereto	\$	30.00 per manual
E.	Per book cost for additional copies of Board Approved Editions of the Bylaws and Policies or District Approved Editions of the Administrative Procedures in excess of the number provided pursuant to this Agreement and any Addendums thereto	\$	30.00 per manual
F.	Additional per unit cost for D or E above if provided in a notebook with tabs	\$	15.00 per manual
G.	Per page cost for copying any excess materials requested by the District	\$	0.05 per page
H.	Shipping and handling, per shipment	\$ plu	6.00 is actual UPS charges
I.	Annual maintenance fee for electronic publishing	\$	750.00 per year
J.	Mileage	@	current IRS rate
K.	Archival copy of an updated version of the Board Approved Edition of the Bylaws and Policies & District Approved Edition of the Administrative Procedures	\$ 1	250.00 per copy plus shipping and handling per H above
L.	Expenses – Breakfast (if required to leave before 6:00 a.m.) Lunch Dinner (if travel extends beyond 8:00 p.m.)	\$ \$ \$	10.00 per person 15.00 per person 25.00 per person

NOTE: NEOLA reserves all rights to modify any of the scheduled prices above.

These prices are effective as of June 1, 2011.

MEMORANDUM OF UNDERSTANDING Between The School District of Indian River County

And

The Indian River County Education Association

- III.4 Health, Safety and Welfare Issues
 - B. The Board and Association recognize the importance ... (current contract language)
 - 1. Notwithstanding the above, teachers may volunteer to provide student health related services in an emergency situation by signing the Health Care Plan Cover Letter, a copy of which is attached to an individual student's Emergency Care Plan. A copy of the cover letter is appended to the contract as Appendix F. An emergency situation shall be defined as a student medical crisis requiring immediate administration of medication or performance of a medical procedure necessary to avoid and/or stabilize the medical situation.
 - 2. Within ten (10) working days from the cover letter signature date, the Board will provide individual training to the MBU via a Licensed Registered Nurse (RN), during the contract day necessary to implement the Emergency Care Plan.
 - 3. A second signature from the MBU will be required on the cover letter attached to the Emergency Care Plan indicating that the individual training was completed.
 - 4. The MBU will not be held liable for damages when carrying out the Emergency Care Plan pursuant to F. S. 1006.062 (2). Nothing herein shall obligate the School Board or any MBU to indemnify any person served by the Emergency Care Plan.
 - 5. Neither the Board nor any of its employees or agents shall pressure or coerce an MBU to volunteer in the provision of student health-

related services. All MBUs are free to decline this role without further questioning or fear of retaliation.

See attached Health Care Plan Cover Letter.

Chief Negoț/ator for SDIRC

11/21/11

Fokthe Association Elizabeth Wiatherstree 11/21/11

`Appendix F

School District of Indian River County

Health Care Plan Notification Cover Letter – Faculty

SIGNING THIS FORM AND PERFORMING MEDICAL ACTS ON A STUDENT IS VOLUNTARY

****PROVIDING HEALTH CARE RELATED SERVICES TO STUDENTS IS VOLUNTARY****

If you are willing to act on this Health Care Plan provide health related services for <u>(student's name)</u>; please read review the Emergency Care Plan, sign below and return to Health Room Staff. Otherwise, please keep return the Health Care Plan for your records and return and the unsigned this cover letter to the Health Room Staff unsigned.

This is confidential information and must be kept in a place where others are not able to read it. Anything in it may not be shared by you to others without direction from the Health Assistant or permission from the parent.

Substitutes may need to know some of this information to care for students with a medical condition. It is best to tell substitutes generic information and keep it as simple as possible. Please let them know if a child is allowed to leave the classroom at his/her discretion without permission so that there won't be any delay in care for this student.

As with all emergency care plans, please know your role in caring for the student before the student will need your assistance.

Again, this is confidential information and it must only be shared on an as-needed basis to care for the student listed above. These emergency care plans should be returned to the Health Assistant at the end of the school year. Please ask the Health Assistant or Coordinator of Health Services any questions you may have concerning this emergency care plan.

Sincerely,

I understand the attached emergency care plan for <u>(student's name)</u> and my role in caring for this child. If I have further questions, I will talk with the Health Assistant on campus.

______ I understand the attached emergency care plan for <u>_____(student's name)</u>, but I would like some questions answered and/or go over the protocols stated on the emergency care plan and what my role is.

Teacher Signature

Phone Extension

Date

To be signed after training has occurred and within ten (10) days of the signature date above.

Teacher Signature

Phone Extension

Date

F.S. 1006.062(2) There shall be no liability for civil damages as a result of the administration of the medication when the person administering the medication acts as an ordinarily reasonably prudent person who would have acted under the same or similar circumstances.

of Rulzily

Action C - 1/10/201

School District of Indian River County

1990 25th Street · Vero Beach, Florida 32960-395 - Telephone: 772-564-3000 · Fax: 772-569-0424

Frances J. Adams, Ed.D. Superintendent

December 21, 2011

CHARGING LETTER

Joseph Mattingly 1166 6th Avenue Apartment B4 Vero Beach, FL 32960

and

Joseph Mattingly The Watershed 200 Congress Park Drive Suite 100 Delray Beach, FL 33445-4652

VIA: Certified U.S. Mail

Dear Mr. Mattingly:

This letter charges you with acts or the failure to act when you had a duty to act as an employee of the School District of Indian River County, Florida ("the District"). These acts or omissions disqualify you from being employed with the District and constitute just cause for you to be terminated from your position with the District. This correspondence will give you notice of the procedures that will be followed to terminate your employment and of your right to a hearing.

I will recommend at the School Board meeting on January 10, 2012, that your employment with the District be terminated. The School Board meeting will be held at the offices of the School Board of Indian River County, 1990 25th Street, Vero Beach, Florida, and the meeting commences at 6:00 p.m.

You have a right to a hearing as provided in School Board Policies and in Florida Statute Section 1012.33(6). If you want a hearing to challenge your recommended termination then you must make a written request for a hearing by delivering a copy of the written request to the Superintendent on or before 4:00 p.m. on January 10, 2012. The Superintendent's office is located at the School Board offices, 1990 25th St., Vero Beach, Florida.

If you timely request a hearing prior to the deadline, then I will recommend that you be suspended without pay until the hearing process is completed. If you timely request a hearing in writing, a hearing will be held pursuant to the Florida Administrative Procedures Act, as set forth in Chapter 120, Florida Statutes, in Florida Statute Section 1012.33 and School Board Policies. This hearing will either be before

"Educate and inspire every Student to be successful"

Karen Disney-Brombach District 1	 Matthew McCain District 2 	 Carol Johnson District 3 	 Claudia Jimenez District 4 	٠	Jeffrey Pegler District 5	
"To serve all students with excellence" Equal Opportunity Educator and Employer						

Page 1 of 3

Action D - 1/10/2012

the School Board or an administrative law judge assigned by the Florida Division of Administrative Hearings, as provided for in Florida Statute Section 1012.33(6). If you do not timely request a hearing, the School Board will consider my recommendation for termination to take effect immediately.

My recommendation that you be discharged from employment is based on the fact that your acts or omissions disqualify you from being employed in the District and provide just cause for terminating your employment in that:

- On April 3, 2006 you received a Finding of Probable Cause from the Florida Department of Education to justify sanctions against your teaching certificate based on a Driving under the Influence (DUI) with Property Damage conviction for which you were adjudicated guilty on or about March 23, 2005 (EPC Case No. 045-1840-P). You were reprimanded, fined, and placed on probation by the State of Florida Education Practices Commission for two employment years. You were also put on notice that section 1012.795(6) (b), Florida Statutes provides for permanent revocation of an educator's certificate under certain circumstances where the educator's certificate has been sanctioned by the Education Practices Commission on two (2) previous occasions.
- 2. On May 11, 2011 you received a Finding of Probable Cause from the Florida Department of Education to justify sanctions against your teaching certificate based on the following:
 - a 2004 DUI conviction (EPC Case No. 06-0293-RT)
 - a conviction of Leaving the Scene of an Accident without leaving personal information on or about June 5, 2008 in Indian River County
 - involvement in a traffic accident on or about May 10, 2010 where you drove your vehicle through a stop light and struck another vehicle causing injuries to yourself and the driver of the other vehicle and where your blood alcohol level was tested and found to be .230 and .232
 - a December 2010 adjudication of guilty to a charge of DUI with Blood Alcohol of .15 or more with Property Damage

You were reprimanded, fined, and placed on probation by the State of Florida Education Practices Commission for three employment years. You were again put on notice that Section 1012.795(6) (b), Florida Statutes provides for a permanent revocation of an educator's certificate under certain circumstances where the educator's certificate has been sanctioned by the Education Practices Commission on two (2) previous occasions.

3. On November 22, 2011 you were found to have left your class unattended at Sebastian Middle School and admitted to having been drinking to the school principal. You were brought to the district office by the school principal where paperwork was provided for you to have a reasonable suspicion drug test for blood alcohol, which resulted in a lab report of: Positive for Blood Alcohol. Two bottles of alcohol were located in a bag in your file cabinet at the school. This is a violation of School Board Policies 2.24 and 2.30, and good cause for your termination from employment. Information regarding this incident has been transmitted to Professional Practices in Tallahassee.

Joseph Mattingly Charging Letter December 21, 2011

- 4. Additionally, these acts violate State Board of Education Rule 6B-1.006, Florida Administrative Code (FAC), the Principles of Professional Conduct of the Education Profession, and State Board of Education Rule 6B-1.001, FAC the Code of Ethics of the Education Profession in Florida, specifically:
 - Section (3)(a) of the Principles of Professional Conduct of the Education Profession for your failure to make reasonable effort to protect students from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety by leaving your class unattended
 - Section (2) of the Code of Ethics of the Education Profession in Florida for your failure to demonstrate primary professional concern for students and for failure to exercise the best professional judgment and integrity
 - Section (3) of the Code of Ethics of the Education Profession in Florida for your failure to show awareness of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community and of your failure to strive to achieve and sustain the highest degree of ethical conduct
- 5. These acts constitute misconduct in office as defined in Rule 6B-4.009(3), of the FAC, and are good cause for your termination from employment. Misconduct in office is defined in this rule as a violation of the Code of Ethics of the Education Profession and the Principles of Professional Conduct for the Education Profession, which is so serious as to impair the effectiveness of the employee within the school system.

I have concluded that the acts and omissions described in this charging letter warrant and require termination of your employment, which I will recommend to the School Board.

You have the right to obtain legal representation of your choice to assist you if you should desire representation. If you take no action or fail to file a timely request for hearing in writing, then the School Board will act on my recommendation to terminate your employment at the January 10, 2012 School Board meeting.

If you have any questions concerning this matter or the procedures that are being followed regarding my recommendation that your employment be terminated, please contact School Board Attorney Suzanne D'Agresta at the law offices of Brown, Garganese, Weiss & D'Agresta, P.A., 111 North Orange Avenue, Suite 2000, P.O. Box 2873, Orlando, Florida 32802, or call Mrs. D'Agresta at (407) 425-9566, or have your attorney or other representative contact Mrs. D'Agresta.

Sincerely,

Frances J. Adams, Ed. Superintendent

C: Pamela S. Lannon, Assistant Superintendent for Human Resources and Risk Management Suzanne D'Agresta, School Board Attorney

Action D - 1/10/2012

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Approval to Award Term Contract for Security Officer Services – SDIRC 2012-13 Mr. Morrison

Requested by: Risk Management Fund Source: General Fund Estimated Annual Expenditure: \$35,000

The purpose and intent of this RFP is to award firm prices and establish a term contract on an as-needed basis. The main focus for service at this time is Gifford Middle School, but services may be requested as needed for other school district sites. To meet the time and task demands of this school system a primary and secondary award shall be made to the lowest bidders meeting specifications, terms and conditions. If for some reason (such as non-compliance, late for duty, inappropriate behavior, sleeping on duty, etc.) the primary vendor does not adhere to specifications and/or special conditions, the secondary vendor will then be activated.

Bids were opened at 2:00 p.m. on December 8, 2011. Notice was mailed to 13 (thirteen) vendors and was also posted on our website. We received nine (9) responses. Responses are as follows:

Legend: Primary Award _____ Secondary ____ Reject ()

Bidder

Hourly Rate for Regular Time / Holiday Time

ABM Security Services	\$12.75 / \$19.13
Allegiance Security Group LLC	\$13.12 / \$18.83
All Pro Security Services, LTD	<u> \$11.69 / \$11.69</u>
City Security and Safety, Inc.	<u> \$12.00 / \$18.00</u>
DSI Security Services	\$12.25 / \$12.25
Event Management Solutions, LLC	\$12.29 / \$18.43
Job1USA Security	\$12.49 / \$18.74
Securitas Security Services	\$16.94 / \$25.41
All Pro Security Services, LTD City Security and Safety, Inc. DSI Security Services Event Management Solutions, LLC Job1USA Security	<u>\$11.69 / \$11.0</u> <u>\$12.00 / \$18.0</u> \$12.25 / \$12.2 \$12.29 / \$18.4 \$12.49 / \$18.5

Primary award is recommended to All Pro Security Services, LTD and secondary award is recommended to City Security and Safety, Inc. as best responsive and responsible bidders meeting specifications, terms and conditions.

Failure to file a protest within the time prescribed in Florida Statutes 120.57(3) or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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Today's Date:	December 16, 2011		
Policy Number:	2.311		
Policy Title:	Weapons on School Board	l Property	
	: 		
Check one of the	e following:		
New Policy:	X Amendm	ent:	Repeal:
I. Summ	nary of Proposed New or Re	evised Policy:	
Gener	al prohibitions in regard to	the possession of wea	pons on School
Board	property by everyone othe	r than law enforcemen	t
II. Estim	ated Economic Impact: \$_	None	
III. Refere	enced Statutes:		
Autho	rity: <u>120.536, 120.54,</u> 4 <u>2(17), 1001.43</u>	120.81, 1001.41, 100	<u>1.51, 1001.49,</u> (F.S.)
Imple	mented: <u>790.115, 1001.43</u>	3 <u>(1)(a)</u> (F.S	. and/or FSBE)
IV. Indian I	River County School Board		
Date A	Adopted by IRCSB:		
Date A	Amended by IRCSB:	//	N.
Date I	Repealed by IRCSB:	//	
V. School	Board Authorization:		
Action	Initiated by: Schools	eard Members	
	ved by: <u> </u>	endent/School Board S	Secretary
		below this line.	
School Board Rec 1. Discussion Ag	ording Secretary: enda Item: Workshops	12/13/2011	
	Item – Date for Public Heari	ng <u>01/10/2012</u> 01/16/2012	
	g/Adopted Date (Action Item)	$\frac{01/10/2012}{02/14/2012}$	
			001-95-BRD REV: 08/2011

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Action F - 0\$44-5420+21 #32

2.31 SAFETY AND SECURITY PROGRAM

The School District shall conduct an annual self-assessment of the District's safety and security program. The Superintendent shall provide any necessary recommendations to the School Board, which identifies strategies and activities that the School District should implement, in order to improve school safety and security.

On or before July 1 of each year, the School Board shall receive the self-assessment results at a regular School Board meeting for consideration and any necessary action. The Superintendent shall report the self-assessment results and School Board action to the Commissioner of Education within 30 days following the School Board meeting.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.42(17), 1001.43, 1001.49, 1001.51, F.S. Implemented: 1006.07(6) F.S. Adopted: NEW 7/23/02 Amended: 10/14/03, 4/22/08

2.311 WEAPONS ON SCHOOL BOARD PROPERTY.

The School Board prohibits any person from possessing, storing, making, or using a weapon, including a concealed weapon, in any setting that is under the control and supervision of the School Board for the purpose of school activities, a school sponsored event, a school bus stop, or in a School Board owned or leased vehicle.

"Weapons" and "firearms" as defined in Section 790.001, Florida Statutes, include, but are not limited to, firearms, guns of any type, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and explosives. "Weapon" also means any object which, in the manner in which it is used or is intended or represented to be used, is capable of inflicting serious bodily harm or property damage or endangering health and safety.

Employees shall report knowledge of weapons by students, employees, or visitors to the appropriate supervisor. The Superintendent shall refer a visitor who violates this policy to law enforcement officials and may take any necessary steps to exclude the visitor from School Board owned or controlled property, and School Board sponsored events.

An exception to this policy is the possession or use of firearms by law enforcement personnel.

The Superintendent shall post notices prohibiting the carrying and possession of concealed weapons in a "school safety zone," including schools and school buildings, on school premises and school buses and at school activities. The failure to post a notice however, does not preclude enforcement of this policy.

<u>Authority: 120,54, 120.81, 1001.41, 1001.43</u> <u>Implemented: 790.115, 1001.43(1)(a)</u> Adopted:______

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Today's Date: Policy Number: Policy Title:		December 16, 2011 3.071 Certification of Adjunct Educators				
Check o New Pol		e following: X	Amendment:		Repeal:	
I.	New p	nary of Proposed olicy for issuan tors in complian	ce of ce rt ificate	s and establishin	g standards for adjunct	
П.	Estim	ated Economic	Impact: \$ <u>N</u>	Vone		
III.	Autho	nced Statutes: rity: <u>120.54</u> mented: <u>1012.5</u>			<u>12.23, 1001.43</u> (F.S.) S. and/or FSBE)	
IV.	Date A Date A	River County Sc Adopted by IRCS Amended by IRC Repealed by IRC	SB:			
V.	Action Appro	Board Authoriza Initiated by: ved by: ture of)	School Board	1 Members	l Secretary	
 Discu Action Legal 	ussion Ag n Agenda Notice c Hearing	Do ording Secretary: enda Item: Works . Item – Date for I g/Adopted Date (<i>i</i>	shops Public Hearing	w this line. <u>12/13/2011</u> <u>01/10/2012</u> <u>01/16/2012</u> <u>02/14/2012</u>	001-95-BRD REV: 08/2011 GSL-SL Item #32 Action G - 01/10/2012	

temporary for a non-degreed career and technical certificate. If an applicant has had a serious illness, injury, or other extraordinary extenuating circumstances beyond the control of the applicant, which prevented completion of requirements, a second two-year, non-renewable temporary certificate will be issued. The following categories will be approved as extenuating circumstances:

- 1. The applicant suffered a serious illness or injury during the validity period of the certificate, which prevented the applicant from completing the requirements. In this case, a doctor's statement must accompany the request;
- 2. The personnel appointment(s) of the applicant for each of the two years covered by the temporary certificate precluded the completion of the BEST Program or any other extenuating circumstances will be evaluated on a case-by-case basis. Extenuating circumstances will not be considered until a completed application form and official documentation of all requirements the applicant has completed are on file.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S. Implemented: 230.03(2), 1001.32(2), 1001.42(5), 1012.32, 1012.23, 1012.55,

1012.56(1)(2)(6)(7), 1012.39; 1012.31, 1012.33, 1012.43F.S.

Adopted: 6/11/91

Amended: 7/20/93, 12/8/98, 10/14/03, 1/24/06, 5/13/08

3.071 CERTIFICATION OF ADJUNCT EDUCATORS.

A. The intent of this policy is to enact State law which allows School Boards to hire applicants who wish to teach part-time in a school or online, and to issue adjunct certificates to such qualified applicants.

B. The Superintendent shall establish procedures for the issuance of an adjunct teaching certificate to any applicant who fulfills the requirements of Section 1012.56(2)(a)-(f) and (10), Florida Statutes, and who has expertise in the subject area taught. An applicant shall be considered to have expertise in the subject area to be taught if the applicant demonstrates sufficient subject area mastery through passage of a subject area test.

C. Each adjunct teaching certificate is valid through the term of the annual contract between the adjunct educator and the School Board. An adjunct teaching certificate may be renewed by the School Board, in the School Board's sole discretion, for an additional term, coterminous with the renewed annual contract, only if the applicant is rated effective or highly effective pursuant to Section 1012.34, Florida Statutes, during each year of teaching under an adjunct teaching certificate.

D. Adjunct teaching certificates shall be used for part-time teaching positions only,

<u>Authority: 120.54, 120.81, 1001.41, 1001.43, 1012.23, 1012.57</u> <u>Implemented: 1012.57</u> Adopted:

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Today's Date: Policy Number:		<u>December 16, 20</u> 3.15	011				
Policy Title		Resignations	-				
Check one							
New Policy			Amendment:	X	Repeal:		
J	Revise		ge to human	resources; and,	when possible, a eported to School		
II. 1	Estima	ated Economic In	npact: \$ <u>N</u>	one			
III. I	Refere	nced Statutes:					
	Author 1001.4	rity: 120.536 13, 1001.49, 100		.81, <u>1001.41, 1(</u>	001.51, 1001.42(1	<u>7),</u>	
]	Implen	nented: <u>1012.33</u>	3(2)	(F	S. and/or FSBE)		
IV. In	dian R	liver County Sch	ool Board				
I	Date A	dopted by IRCSE	3:				
I	Date A	mended by IRCS	BB:/	/			
I	Date Repealed by IRCSB: / /						
V. Sc	chool E	Board Authorizati	ion:		-		
I	Action	Initiated by:	School Board	Members			
	Approv (Signat	red by:	nt/School Board	d Secretary			
0-h1 D			ot write below	w this line.			
 Discussion Action A Legal No 	ion Age Agenda otice	rding Secretary: enda Item: Worksh Item – Date for Pu /Adopted Date (Ac	blic Hearing	12/13/2011 01/10/2012 01/16/2012 02/14/2012			
001-95-BRD							

REV: 08/2011 GSL-SL Item #32

3.15 RESIGNATIONS

Any employee who desires to resign shall submit his resignation in writing addressed to the <u>human resourcespersonnel</u> office. The letter of resignation shall state the reason for the resignation and the desired effective date. The resignation shall be sent to the Superintendent for presentation to the School Board. No resignation shall become effective until accepted by the School Board.

A. The resignation of a member of the instructional or administrative staff will be accepted during the contractual period of service, provided that an acceptable reason is given and a qualified and satisfactory replacement is available.

- B. All resignations shall be processed through the human resourcespersonnel office.
- C. When possible, an exit interview shall be conducted prior to the last day of employment, and the resulting data shall be periodically reported by the Superintendent to the School Board.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S. Implemented: 1012.33(2) F.S.

Amended: 2/24/87, 12/8/98, 10/14/03, 5/13/08,

Today's Date:	December 16, 2	2011			
Policy Number:	4.28				
Policy Title:	Resignation			· ·	
Check one of the					
New Policy:		Amendment:	X	Repeal:	
	nary of Proposed		-		
	e language chan iew prior to last				
II. Estim	ated Economic I	mpact: \$ <u>N</u>	one	: : : :	
III. Refere	enced Statutes:			:	
Autho <u>1001.</u>	rity: 120.53 43, 1001.49, 100		.81, <u>1001.41, 10</u>	01.51, 100	.42(17),
Implea	mented: <u>1012.3</u>	3(2)	(F	.S. and/or F	'SBE)
IV. Indian I	River County Sch	nool Board		· · ·	
Date A	Adopted by IRCS	B:			
Date A	Amended by IRC	SB:/	_/		
Date I	Repealed by IRCS	SB:/	/		
V. School l	Board Authorizat	tion:			
Action	Initiated by:	<u>School Board</u>	Members		
	ved by: (ture of)	Superintende	nt/School Board	l Secretary	
		not write belo	w this line.		
School Board Reco 1. Discussion Ag	ording Secretary: enda Item: Worksl	hops	12/13/2011		
 Action Agenda Legal Notice 	Item – Date for Pi	ublic Hearing	01/10/2012 01/16/2012		
4. Public Hearing	s, Auopieu Date (A	cuon item)	02/14/2012		001-95-BRD REV: 08/2011 GSL-SL Item #32

4.28 RESIGNATION

Any employee who desires to resign shall submit his resignation in writing addressed to the human resources officeSchool Board. The letter of resignation shall state the reason for the resignation and the desired effective date. The resignation of any staff member shall be accompanied by a statement by the employee's administrative supervisor, either agreeing or disagreeing with the proposed resignation. The resignation shall be sent to the Superintendent for presentation to the School Board. No resignation shall become effective until accepted by the School Board.

- A. The resignation of a member of the professional support staff will be accepted during the contractual period of service, provided that an acceptable reason is given and a qualified and satisfactory replacement is available.
- B. Any employee who fails to submit and have accepted his resignation as provided in this rule shall forfeit payment for any accrued vacation as provided in Section 4.21 and forfeit the right to transfer any accrued sick leave.
- C. All resignations shall be processed through the human resources office-of-personnel.
- D. When possible, an exit interview shall be conducted prior to the last day of employment, and the resulting data shall be periodically reported by the Superintendent to the School Board.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S. Implemented: 1001.464, 1011.60, F.S. Repromulgated: 11/8/83 Amended: 3/23/99, 10/14/03, 5/13/08,

Today's Date:		December 16,	. 2011					
Policy Number:		2.312						
Policy Title:		Service Anima	als in Schools					
Check	one of the	e following:						
New Policy:		X	Amendment:		Repeal:			
I. Summary of Proposed New or Revised Policy:								
	-	~ 1	t to federal law or to a school e	-	to bring a service animal			
II. Estimated Economic Impact: \$ <u>None</u>								
III.	Refere	nced Statutes	:					
	Autho	rity: <u>120.5</u>	54, <u>120.81, 1001</u>	<u>.41, 1001.42,</u>	<u>1001.43 (</u> F.S.)			
	Implemented: <u>413.08, 1001.32, 1001.43, 1006.07, 1006.08, 28 CFR</u> <u>35.104, 28 CFR 35.136</u> (F.S. and/or FSBE)							
IV.	Indian I	River County S	chool Board					
	Date A	dopted by IRC	CSB:					
	Date A	mended by IR	CSB:/	/				
	Date F	Repealed by IR	CSB:	/				
V.	School I	Board Authoriz	zation:					
	Action	Initiated by:	School Board	Members				
Approved by: (Signature of) Superintendent/School Board Secretary								
			o not w rite belo	w this line.				
 Dise Acti Legation 	Action Agenda Item – Date for Public Hearing01/10/2012Legal Notice01/16/2012							

001-95-BRD REV: 08/2011 GSL-SL Item #32

2.312 SERVICE ANIMALS IN SCHOOLS

The purpose of this policy is to implement standards related to service animals as set forth in federal and state law.

- A. A "service animal" is any dog that is trained to do work or perform tasks for the benefit of an individual with a disability. The animal must be trained to perform tasks directly related to the person's disability.
 - 1. Other species of animals are not considered service animals.
 - 2. Miniature horses may be used as an alternative to dogs, with certain limitations. However, they are not included in the definition of service animal.
 - 3. An animal whose sole function is to provide comfort, therapy, or companionship is not considered a service animal.
 - 4. A service animal is not a pet.
- B. A "task" is a minor job or piece work that the animal performs. Tasks include:
 - 1. Guiding a person who is visually impaired or blind;
 - Alerting a person who is deaf or hard of hearing;
 - 3. Retrieving objects:
 - 4. Assisting with mobility or balance;
 - 5. Pulling a wheelchair;
 - Alerting and protecting a person having a seizure; and
 - 7. Performing other specific tasks.
- C. A service animal is personal property and may not be brought on campus without the knowledge and permission of the school or District administration. A service animal must be "required" for the individual with a disability. A service animal must be trained to do work or a task for the individual with a disability.
- D. All requests for an individual with a disability to be accompanied by a service animal must be addressed in writing to the Executive Director of Exceptional Student Education (ESE) and Student Services and must contain required documentation of vaccinations and the task the service animal will perform. This written request must be delivered to the Executive Director of Exceptional Student Education (ESE) and Student Services at least 10 business days prior to bringing the service animal to school or a school function.
- E. Owners of a service animal must provide annual proof of a current health certificate or report of examination from a veterinarian.
- F. All service dogs must be spayed or neutered.
- G. All service animals must be treated for, and kept free of, fleas and ticks,

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- H. All service animals must be kept clean and groomed to avoid shedding and dander.
- A service animal may not interfere with the educational process of any student or pose a health or safety threat to any student, school personnel or other persons. Additionally, the service animal may not:
 - 1. Urinate or defecate in inappropriate locations.
 - 2. Solicit attention, visit or annoy any member of the student body or school staff.
 - 3. Vocalize unnecessarily (i.e., bark, growl or whine).
 - 4. Show aggression towards people or other animals.
 - 5. Solicit or steal food, or other items from the student body or school staff.
- J. A service animal must have a harness, leash, or other tether, unless the individual is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of tasks, in which case the service animal must be otherwise under the individual's control.
- K. A school administrator may ask an individual with a disability or his/her parents to remove a service animal from a school building, a classroom, or from a school function if any one of the following occurs:
 - 1. The service animal is out of control and the animal handler does not take effective action to control it.
 - 2. The service animal is not housebroken.
- Owners of service animas are liable for any harm or injury caused by the animal to other students, staff, visitors or property.
- M. The Superintendent shall develop guidelines for service animals on campus. Guidelines shall include but not be limited to:
 - 1. The process for requesting approval for the use of a service animal in the school or District setting;
 - 2. Required accommodation documentation;
 - 3. Transportation of the service animal;
 - Emergency procedures; and
 - 5. Orientation for school personnel and students.
- N. The District shall not assume responsibility for training, health care or daily care of any service animal, including walking the service animal or responding to the animal's need to relieve itself. Either the student or the parent is responsible for such care and supervision.

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- O. Special provisions regarding miniature horses. Requests to permit a miniature horse to accompany an individual with a disability in school buildings, in a classroom, or at school functions, will be handled on case-by-case basis, considering:
 - 1. The type, size and weight of the miniature horse and whether the facility can accommodate these features.
 - 2. Whether the handler has sufficient control of the miniature horse.
 - 3. Whether the miniature horse is housebroken.
 - 4. Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements which are necessary for safe operation.

Authority: 120.54, 120.81, 1001.41, 1001.42, 1001.43 Implemented: 413.08, 1001.32, 1001.43, 1006.07, 1006.08, 28 CFR 35.104, 28 CFR 35,136 Adopted:

Today's Date: Policy Number: Policy Title: Check one of the New Policy:	Animals on Cam	_		Repeal:			
New p	 I. Summary of Proposed New or Revised Policy: New policy to address bringing an animal onto campus for a curriculum or instructional program 						
II. Estim	ated Economic In	npact: \$ <u>N</u>	one				
Autho	nced Statutes: rity: <u>120.54,</u> nented: <u>1006.07</u>		.41, 1001.42, 10 (F	<u>)01.43 (</u> F.S.) .S. and/or F	SBE)		
Date A	River County Sch Adopted by IRCSE Amended by IRCS Repealed by IRCS	3: 3B:/					
Action Appro (Signa School Board Rec	ording Secretary:	School-Board Superintende	ht/School Board w this line.	 1 Secretary	· · ·		
 Action Agenda Legal Notice 	enda Item: Worksh Item – Date for Pu g/Adopted Date (Ac	blic Hearing	<u>12/13/2011</u> 01/10/2012 01/16/2012 02/14/2012		001-95-BRD REV: 08/2011		

2.313 ANIMALS ON CAMPUS

- Animals may be allowed on a school campus under the following conditions: Α.
 - 1. The presence of the animal is related to the curriculum and significantly contributes to the instructional program.
 - 2. The animal does not present a danger to students or staff. Aggressive, venomous or potentially dangerous animals are prohibited.
 - 3. Proof of current rabies vaccination, or current report of examination from a veterinarian, or veterinary certification of vaccination exemption shall be kept at the school premises.
 - 4. The animal is kept in an appropriate cage or container, which is kept clean, or on a leash or other restraint.
 - 5. The length of time the animal may be on a campus is specifically designated.
 - 6. The animal is housed and cared for in a humane manner.
 - 7. The Principal has approved the presence of the animal on campus.
- Parents shall be notified in advance that an animal will be in the classroom or will be part Β. of a class activity.
- The policy does not apply to law enforcement canine units or approved service animals. C.
- D. The Superintendent shall develop procedures for having animals on campus.

120.54, 120.81, 1001.41, 1001.42, 1001.43 Authority: Implemented: 1006.07, 1006.08 Adopted:

Policy Number: 5.41 Policy Title: Use of Time Out, Physical Restraint, or Seclusion for Students w Disabilities Check one of the following:	<u>ith</u>
Disabilities	<u>ith</u>
Check one of the following:	
New Policy: X Amendment: Repeal:	
I. Summary of Proposed New or Revised Policy:	
New policy for the use of restraints and seclusion for students disabilities in compliance with §1003.573 F.S.	with
II. Estimated Economic Impact: \$ <u>None</u>	
III. Referenced Statutes:	
Authority: <u>120.54, 120.81, 1001.41, 1001.42, (</u> F.S.)	
Implemented: <u>1003.573 F.S.</u> (F.S. and/or FSBE)	
IV. Indian River County School Board	
Date Adopted by IRCSB:	
Date Amended by IRCSB: ////	
Date Repealed by IRCSB: ////	
V. School Board Authorization:	
Action Initiated by: <u>School Board Members</u>	
Approved by:	
(Signature of) Superintendent/School Board Secretary	
	-BRD 08/2011

GSL-SL Item #32 Action K - 1/10/2012

Use of Time Out, Physical Restraint or Seclusion for Students with Disabilities 5.41

It is the policy of the School Board of Indian River County to implement behavioral management techniques, strategies and interventions for students to prevent and reduce significant disruptive behavior and to provide for the physical safety and security of students and staff when disruptive students pose a threat to themselves and/or others. The focus shall be on the use of the least restrictive but effective intervention(s) for each student.

The use of manual physical restraint or seclusion shall only be used as a last resort, in emergency situations where aggressive and/or self-injurious behaviors present an immediate, significant, and imminent threat to the physical safety or the student and/or others. The use of manual physical restrain and/or seclusion shall be in accordance with Board policy and District procedures.

The use of mechanical physical restraint and/or manual physical restraints that restrict a student's breathing is prohibited.

The use of any physical restraint or seclusion for students with disabilities must be reported in accordance with this policy and applicable state law and rules of the State Board of Education.

- A. Definitions.
- (1) Student with a Disability A student with a disability is any student with a qualifying condition/disability as defined by Individuals with Disabilities Education Act, IDEA, 20 U.S.C. § 1400 et seg. or Section 504 of the Rehabilitation Act of 1973, 20 U.S.C. § 794. See 34 C.F.R. § 104.3(j) & 34 C.F.R. § 300.8. These students will either have an active Individual Education Plan, IEP, or 504 Plan.
- (2) Time Out "Time Out" is a procedure in which access to reinforcement is removed or reduced for a designated time.
 - (a) "Nonexclusion time out" is the least restrictive form of time out. The student is allowed to observe the classroom activity but not participate.
 - (b) "Exclusion time out" excludes the student from participation in and observation of classroom activities. The student remains in the classroom but cannot observe or participate in ongoing activities.
- (3) Seclusion "Seclusion" is the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving. It does not include a timeout.
- (4) Manual Physical Restraint "Manual physical restraint" is a personal restriction that immobilizes or reduces the ability of a student to move his or her torso, arms, legs or head freely. The term physical restraint does not include a physical escort.
- (5) Mechanical Restraint "Mechanical restraint" is the use of any device or equipment to restrict a student's freedom of movement. The term does not include devices implemented by trained school personnel, or utilized by a student that has been prescribed by an appropriate medical or related services professional and are used for the specific and approved purposes for which such devices were designed, such as:
 - (a) Adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports;
 - (b) Vehicle safety restraints when used as intended during the transport of a student in a moving vehicle:
 - (c) Restraints for medical immobilization; or
- (d) Orthopedically prescribed devices that permit a student to participate in activities without risk of harm.

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- (6) Physical Escort "Physical escort" is temporary touching, holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a student who is acting out to walk to a safe location.
- (7) Physical restraint may only be implemented by trained, gualified school personnel.
- B. Documentation and Reporting.
 - Each instance of seclusion and/or manual physical restraint shall be documented and reported as required by statute.
- C. Monitoring and Analysis.
- (1) The use of manual physical restraint and/or seclusion shall be monitored at the classroom, school, and District levels.
- (2) The use of the behavior interventions, the appropriateness of use and the effectiveness of the interventions shall be monitored and analyzed.
- D. Prohibitions.
- School personnel shall not
- (1) Use a mechanical restraint or a manual physical restraint that restricts a student's breathing.
- (2) Close, lock or physically block a student in a room that is unlit or that does not meet the rules of the State Fire Marshall for a seclusion time out room.
- (3) Use manual physical restraint or seclusion for periods of time greater than that which is required to assist the student in regaining control of his/her disruptive behavior.
- E. Training.
 - (1) The District shall provide initial training for designated personnel in the use of time out, seclusion and manual physical restraint.
- (2) Refresher training shall be conducted annually.
- (3) Personnel who have been trained in manual physical restraint techniques in positions outside of the District shall receive training in District methods.
- F. Procedures.

The Superintendent shall develop procedures to implement this policy and related statutes. Procedures shall include not be limited to the following:

- (1) Incident reporting;
- (2) Data collection;
- (3) Monitoring and analysis:

(4) Identification of staff to be trained;

(5) Training components: and

(6) A plan for reducing the use of seclusion and manual physical restraint.

Authority: 120.54, 120.81, 1001.41, 1001.42, 1003.573, F.S. Implemented: 1003.573 Adopted:

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			-					
Tc	day's	s Date:	December 16	, 2011				
Pc	olicy I	Number:	7.21					
Policy Title:		Fitle:	Budget Amen	dments				
Cł	neck	one of th	e following:					
Ne	ew Po	olicy:		Amendment	: 🛛	Repeal:]	
	I.		• -	ed New or Revise	ed Policy: ed budget amend	lments to Sch	ol Board	
			-		option as per §10			
	II.	Estim	ated Economi	c Impact: \$I	None			
	III.	Refere	enced Statutes	::				
		Autho <u>1001.</u>	ority: <u>120.</u> 49, 1001.51, (0.81, 1001.41, 10	01.42(17), 100	1.43,	
		-	mented: <u>1010</u> or FSBE)).01, 1011.03 , 10	011.06, F.S.; 6A-	1006 F.A.C	(F.S.	
	IV.	Indian	River County S	School Board				
		Date 4	Adopted by IR(CSB:				
		Date A	Amended by IF	RCSB:/	_/			
		Date I	Repealed by IR	CSB:/	_/			
	V.	School	Board Authori	zation:				
		Actior	n Initiated by:	School Board	<u>d Members</u>	· · · · · · · · · · · · · · · · · · ·		
			ved by: ature of)	Superintend	ent/School Board	1 Secretary		
Q		Board Dee	D ording Secretar	o not write belo	ow this line.		· •••	
1.	Disc	ussion Ag	enda Item: Wor	kshops	12/13/2011			
		on Agenda 11 Notice	a Item – Date for	r Public Hearing	01/10/2012 01/16/2012			
			g/Adopted Date	(Action Item)	02/14/2012			
_						RE	1-95-BRD V: 08/2011 L-SL Item #32	
Pa	age 1	ot 2				Action L - 1	/10/2012	

7.21 BUDGET AMENDMENTS

Budget amendments shall be approved in the manner prescribed in State Board Regulation 6A-1.006 and posted on the School Board's website within 5 business days after approval. It shall be the duty of the Superintendent of Schools and the School Board to take whatever action is necessary to keep expenditures and obligations within the budgeted income.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.42(17), 1001.43, 1001.49, 1001.51, F.S.

Implemented: 1010.01, <u>1011.03</u>, 1011.06, F.S.; 6A-1.006, F.A.C. Amended: <u>5/22/2001</u>, 10/14/2003, 9/23/2008,

Today's Date:	December 16,	2011		
Policy Number:	7.29			
Policy Title:	Fund Balance			·
Check one of th	e following:			
New Policy:		Amendment		Repeal:
	· -	d New or Revise	-	for -unreserved fund
	-	_		estricted, committed, or
	-	r §1011.051 F.		
II. Estim	ated Economic	Impact: \$ <u>I</u>	None	
III. Refere	enced Statutes:			
Autho	ority: 120.5	36 120 54 120	181 1001 41 10	001.42(17), 1001.43,
	<u>49, 1001.51, (</u> F		<u></u> , 1001.41, 10	<u>, , , , , , , , , , , , , , , , , , , </u>
Imple	mented: <u>1001.</u>	42(10), 1011.05	5 <u>1 (</u> F	.S. and/or FSBE)
IV. Indian	River County S	chool Board		
Date A	Adopted by IRC	SB:		
Date	Amended by IR	288· /	1	
	Repealed by IRC		_/	
V. School	Board Authoriz	ation:		
Action	Initiated by:	School Board	Members	
	ved by: ture of)	Superintende	pit/School Board	1 Secretary
a a series	Do	not write belć	w this line.	
School Board Rec 1. Discussion Ag 2. Action Agenda 3. Legal Notice 4. Public Hearing	enda Item: Work Item – Date for	shops Public Hearing	<u>12/13/2011</u> 01/10/2012 01/16/2012 02/14/2012	
Page 1 of 2				001-95-BRD REV: 08/2011 Action M G \$灯岛20 4最 #32

7.29 FUND BALANCE

The Board understands that the financial stability of the District is key to attaining its vision, mission, and beliefs. Additionally, the Constitution of the State of Florida requires that school districts operate under a balanced budget.

There are many unforeseen conditions that can impact both increases and decreases in revenues and expenditures, thereby impacting the financial stability of the District. To ensure the financial strength and stability of the District, the School Board is committed to maintaining <u>an endingan unreserved</u> fund balance <u>not classified as restricted</u>, <u>committed or non-spendable</u> of four percent (4%) of the District's general fund revenue to be designated for contingencies.

Each year the Board's adopted budget shall include a reserve for contingencies of not less than four percent (4%) of the District's general fund revenues. Should an increase or decrease in projected revenues or expenditures occur following the adoption of the budget, the Board may, by majority vote, use its contingency reserve to balance its current year budget. In the event the contingency reserve decreases to less than four percent (4%) of the District's general fund budget, the Superintendent shall prepare for Board approval a financial plan and timeline to restore the <u>endingunreserved</u> fund balance <u>not classified as restricted, committed or non-spendable</u> to the minimum amount set forth herein.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.42(17), 1001.43, 1001.49, 1001.51, F.S. Implemented: 1001.42(10), <u>1011.051, F.S.</u> Adopted: 4/24/2007 Amended: 9/23/2008,_____

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.	.1	7	December	- 16 0011						
	day's I		December	<u>[10, 2011</u>	·					
	-	imber:		<u>9.01</u> The School Food and Nutrition Service Program						
	licy Ti				<u>ia Nutriuo</u>	n Service	Program	<u>1</u>		
			e following					_	_	
Ne	w Poli	cy:		An	nendment:	X		Repeal	: []	
	I.	Sumn	nary of Pro	posed Nev	w or Revise	ed Policy:				
Depa			e Florida Statute reference §570.981 F.S. to reflect that Florida tment of Agriculture and Consumer Services will oversee Florida's l nutrition program							
	II.	Estim	ated Econ	omic Impa	act: \$ <u>1</u>	lone				
	III.	Refere	enced Stati	utes:						
		Authority: <u>120.536, 120.54, 120.81, 1001.41, 1001.42(17), 1001.43,</u> <u>1001.49, 1001.51, (</u> F.S.)								
		Imple	mented: <u>1</u>	<u>.001.42(1</u> 4	i), 570.98 1	L	(F.	S. and/or	FSBE)	
	IV.	Indian I	River Cour	ity School	Board					
		Date A	Adopted by	IRCSB:			-			
		Date A	Amended b	y IRCSB:	/		-			
		Date I	Repealed b	y IRCSB:	/		-			
	V. 8	School	Board Aut	horization	:					
		Action	Initiated	by: <u>Sc</u>	hool Board	l Member	<u>s</u>			
			ved by: iture of)		perintende	ent/Schoo)l Board	Secretary		
					write belo	w this lin	ne.			
1. 2. 3.	Discus Action Legal	ssion Ag Agenda Notice	ording Secr enda Item: I Item – Dat g/Adopted I	Workshops te for Public	e Hearing	<u>12/13/2</u> 01/10/2 01/16/2 02/14/2	2012 2012			
									001-95-BRD REV: 08/2011 GSL-SL Item #32	

Action N - 01/10/2012

Ch. 6GX31-9

9.01 THE SCHOOL FOOD AND NUTRITION SERVICE PROGRAM

It is the purpose of the Indian River County District School Board to operate the School Food and Nutrition Service Program on a non-profit basis, which will adequately meet the educational and nutritional needs of students. The program will be operated in compliance with law. The Superintendent and Food Service Director shall, consistent with legal and program requirements, maintain a fund balance that is at least the same percentage as the fund balance of the District's operations budget. The Superintendent shall report to the School Board when the food service fund balance may not be maintained at this level, giving the reasons why the food service fund balance is unable to be maintained at the required level.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.42(17), 1001.43, 1001.49, 1001.51 F.S. Implemented: 1001.42(14), <u>570.981, F.S.1006.06 F.S.</u> Amended: 5/26/92, 4/11/00, 10/14/03, 11/18/08,

Ch. 9 – Pg. 1

Today's Date: Policy Number:	Operation of the School Food and Nutrition Service Program									
Policy Title:										
Check one of th New Policy:	e following:		Repeal:							
Updat Depar	I. Summary of Proposed New or Revised Policy: Update Florida Statute reference §570.981 F.S. to reflect that Florida Department of Agriculture and Consumer Services will oversee Florida's school nutrition program									
II. Estimated Economic Impact: <u>\$ None</u>										
Autho <u>1001</u> .	49, 1001.51, (F.S.) mented: 1001.42(5), 1001.51									
Date A	River County School Board Adopted by IRCSB: Amended by IRCSB:/ Repealed by IRCSB:/									
Action Appro	Board Authorization: Initiated by: <u>School Board</u> ved by: ture of) Superintend	d Members ent/School Board	Secretary							
 Action Agenda Legal Notice 	Do not write belo ording Secretary: genda Item: Workshops a Item – Date for Public Hearing g/Adopted Date (Action Item)	w this line. <u>12/13/2011</u> <u>01/10/2012</u> <u>01/16/2012</u> <u>02/14/2012</u>	001-95-BRD REV: 08/2011 Action O - 1/10/2012							

OPERATION OF THE SCHOOL FOOD AND NUTRITION SERVICE PROGRAM 9.02

- A. The Superintendent or designee shall adopt written procedures relating to the School Food and Nutrition Service Program, referred to as the Food Service Procedure Manual, and shall revise these procedures as necessary to maintain the program in accordance with legal requirements, and as determined to be beneficial for the improvement of the Food and Nutrition Service Program.
- B. The Superintendent shall provide uniform record forms. Complete and accurate records shall be maintained for all aspects of the program including agreements, applications, and claims for federal and state reimbursements. The Superintendent shall make all reports to the Department of Education and Department of Agriculture and Consumer Services as required. Food service funds and records shall be properly protected and maintained in accordance with Board policy, Department of Education and Department of Agriculture and Consumer Services regulations, the Florida School Food Service Procedure Manual, and the Superintendent's procedures. Upon recommendation by the Superintendent, the School Board will designate bank depository institutions for the deposit and maintenance of food service funds.
- C. The Superintendent is responsible for the administration and operation of the School Food and Nutrition Service Program, and is responsible to recommend to the School Board such changes in policy as may be advisable for the improvement of the program and its operation in accordance with legal requirements. The Superintendent may delegate duties imposed in this Chapter 9 of Board policies to the Director of Food Service, but remains ultimately responsible for the District Food and Nutrition Service Program. The School Board is responsible for the policy level control of the Food and Nutrition Service Program, and is responsible to establish policies governing the program in accordance with legal requirements.
- D. The Board will provide adequate administrative, supervisory, and clerical assistance for an effective program.
- E. School Food and Nutrition Service Program income from sales, state, and federal funds shall be limited to expenditures allowable under State Board of Education and Department of Agriculture and Consumer Services rules and the Florida School Food Service Operations Manual.
- F. Upon recommendation of the Superintendent, the School Board shall establish the price for school lunches and other food service programs that are provided through the District's Food and Nutrition Service Departments. The price for meals shall be determined based upon legal and programmatic requirements, responsible financial controls with due regard for an appropriate fund balance in a non-profit environment, and with due regard for the affordability of the meals so that to the extent reasonably possible, the meals shall be attractively priced and affordable. Free and reduced priced meals shall be provided in accordance with state and federal guidelines and requirements, including those requirements set out in Section 570.981 1006.06, Florida Statutes, as amended by-House Bill 623, effective July-1, 2008. The School Board will establish the sale price of meals annually and at such other times as deemed appropriate.
- G. The School Board will enter into an annual, written agreement with the State Department of Education relating to the food nutrition program. The Superintendent shall develop the proposed agreement and present it to the Board for consideration.
- H. The School Board will enter into an annual written agreement with the Commodity Division of the Department of Agriculture. The Superintendent shall develop the proposed agreement and present it to the Board for consideration.
- I. A copy of the agreement relating to free and reduced priced meals shall be filed with the State Department of Education.

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- J. There shall be a program of inservice training for food service personnel. The Food Service Director shall be responsible for the development of the training program for food service personnel. This training shall cover the appropriate and safe use of equipment, handling and preparation of food, customer service and food service procedures, and the procedures for handling payments received for meals, and other financial requirements for the food service accounts. The curriculum for the inservice training for food service personnel shall be in writing and shall be part of the Superintendent's procedures for the Food and Nutrition Service Program.
- K. The Board will provide the facilities and equipment necessary for the operation of the program. The Superintendent shall make such recommendations to the School Board as are necessary to maintain and acquire adequate facilities and equipment for the Food and Nutrition Service Program.
- L. The purchase of food (except produce) and all nonfood supplies purchased with School Food Service funds are subject to the requirements of School Board policies (including Chapters 7 and 9 hereof), and the Superintendent's procedures governing the Food and Nutrition Service Program, financial and internal account procedures, applicable federal and state regulations, and the requirements of the Florida School Food Service Operations Manual.
- M. Acting on the recommendations of the Superintendent, the School Board will establish positions and qualifications, thereof, for personnel to be employed in the Food and Nutrition Service Program. Personnel will be appointed only on the written recommendation of the Superintendent and the approval of the School Board, in accordance with law governing all personnel employed by the District.
- N. Under no conditions may a School Food and Nutrition Service Program be operated under a fee, concession, or contract agreement with a food service management company, or under any similar arrangement except upon the approval of the School Board and pursuant to a contract with the Board.
- O. There shall be an annual evaluation of the School Food and Nutrition Service Program to provide a basis for improvement and to meet the need for changing conditions. The Superintendent shall develop an assessment instrument to be used for an annual evaluation of the Food and Nutrition Service Program. This assessment instrument shall be included in the Food Service Procedure Manual. The results of the assessment shall be presented to the School Board annually.
- P. The entire school staff shall cooperate in making the School Food and Nutrition Service Program an integral part of the school program.

 Authority:
 120.536, 120.54, 120.81, 1001.41, 1001.42(17), 1001.43, 1001.49, 1001.51 F.S.

 Implemented:
 1001.42(5), 1001.51(7)(b), 1001.42, 570.981-1006.06, F.S.

 Amended:
 1/16/84, 4/11/00, 10/14/03, 11/18/08.

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Today's Date: Policy Number: Policy Title:		Date:	December 16, 2	2011							
		Number:	9.24								
		litle:	Wellness Policy								
Cł	ıeck	one of the	e following:								
New Policy:		licy:		Amendment:	X	Repeal	Repeal:				
	I.		nary of Proposed re, at least, ann		-						
	II.	Estim	ated Economic I	mpact: \$ <u>N</u>	lone						
	III.	Referenced Statutes:									
		Authority: <u>120.536, 120.54, 120.81, 1001.41, 1001.42(17), 1001.43,</u> <u>1001.49, 1001.51, (</u> F.S.)									
		Imple	mented: <u>1003.4</u>	-53		_(F.S. and/or	FSBE)				
	IV.	Indian I	River County Sci	hool Board							
		Date Adopted by IRCSB:									
		Date Amended by IRCSB: / /									
		Date I	Repealed by IRC	SB: /							
	V.	7. School Board Authorization:									
		Action	Initiated by:	School Board	Members						
			ved by: ture of)	Superinteride	nt/School B	oard Secretary					
				not write belo	w this line.						
1. 2. 3.	Disc Actic Lega	ussion Ag on Agenda l Notice	ording Secretary: enda Item: Works Item – Date for P g/Adopted Date (A	ublic Hearing	<u>12/13/201</u> 01/10/2012 01/16/2012 02/14/2012	2					
							001-95-BRD REV: 08/2011 GSL-SL Item #32				

9.24 WELLNESS POLICY

The School Board finds that students who make healthy choices perform better academically and are more likely to succeed in achieving their life goals. Therefore, the Board directs the Superintendent to develop and maintain a Wellness policy as a procedural manual maintained by the Superintendent. The Wellness policy shall establish nutritional standards for all foods available through the food service department during the school day and will address the requirements for products distributed by vending machines located on school sites. The Wellness policy will also address the physical education program and will address partnerships among schools, families, and community groups and organizations.

A Wellness Advisory Committee will be established by the Board. This Committee will meet regularly to monitor the progress of the District Wellness Policy and <u>at least annually on a periodic basis</u> will make-reports to the School Board <u>any recommendations it may have as the committee or Superintendent shall deem appropriate</u>.

 Authority:
 120.536, 120.54, 120.81, 1001.41, 1001.42(17), 1001.43, 1001.49, 1001.51 F.S.

 Implemented:
 1003.453, F.S.

 Adopted:
 11/18/08______

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SCHOOL DISTRICT OF INDIAN RIVER COUNTY DISTRICT SCHOOL BOARD POLICY CHANGES SUPPORT INFORMATION

	lay's Date		5, 2011					
	2	per: <u>10.04</u>						
Pol	icy Title:	<u>Smoking in I</u>	Buildings					
Che	eck one o	f the following:						
Nev	v Policy:		Amendment		Repeal:			
	I. Sı	ummary of Propos	ed New or Revise	ed Policy:				
		estrict smoking ir pard, and at any S			property own	ed by School		
	II. Es	stimated Economi	c Impact: \$]	None				
	III. Re	eferenced Statutes	5:					
	Αι	thority: <u>100</u>	1.41, 1001.42, 1	001.43, 1001.4	<u>9, 1001.51, (</u> I	₹.S.)		
	In	plemented: <u>100</u>	1.42, 386.209		(F.S. and/or]	FSBE)		
	IV. Indi	an River County	School Board					
	Da	ate Adopted by IR	CSB:					
	Da	ate Amended by II	RCSB:					
	Da	ate Repealed by II	RCSB:/	_/				
	V. Sch	ool Board Author	ization:					
	Ac	tion Initiated by:	School Board	d Members				
		proved by:	Tran	Lul_	2			
	(S:	ignature of)	Superintend	ent/School Bo	ard Secretary			
-			o not write belo	w this line.				
		Recording Secreta n Agenda Item: Wo	0	<u>12/13/2011</u>				
		enda Item – Date fo		01/10/2012	_			
	Legal Noti		(Action Itam)	01/16/2012	_			
т,		aring/Adopted Date		<u>02/14/2012</u>	_	001-95-BRD REV: 08/2011 GSL-SL Item #32		

10.04 SMOKING IN BUILDINGS

A. Educational Facilities

There shall be no smoking in any educational facility within the District. Additionally, no smoking is permitted in any common areas such as hallways, corridors, lobbies, entryways, or stairwells of any buildings or in any place that may have the likelihood of being in view of students. Outside areas where smoking is permitted shall be away from the main entrance to the facility.

B. Ancillary Facilities and Grounds

There shall be no smoking in any ancillary facility within the District. Additionally, no smoking is permitted in any common areas such as hallways, corridors, lobbies, entryways, or stairwells of any buildings. Smoking is prohibited within 50 feet of any flammable storage area. Smoking is permitted in outside designated areas specifically designated by the principal or supervisor.

C. Vehicles

Smoking is prohibited in all School District vehicles.

D. Commencing with the 2012-2013 fiscal year, all uses of tobacco products in any form are prohibited in any School Board owned facility or vehicle, on School Board owned property, or at any School Board sponsored event.

Authority: 1001.41, 1001.42, 1001.43, 1001.49, 1001.51, 386.201-212, F.S. Implemented: 1001.42, <u>386.209,</u> F.S. Amended: 1/16/84, 8/28/01, 10/14/03, 12/9/08,_____

FZ172 1	F510 INDIAN RIVER-005-2012	REVEN	T OF INDIAN RIVER COUNTY UE STATUS SUMMARY TEMBER 30, 2011	ATKINSC	12/19/2011 11:04	PAGE- 1
	- 100 GENERAL FUND DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2011		UNCOLLECTED REVENUE	PERCENT COLLECTED
3191	RESERVE OFFICERS TRAINING CORP	80,000.00	20,881.02	49,331.28	30,668.72	62
3202 3310	MEDICAID	150,000.00	1,105.79	74,118.09 2,202,382.00	75,881.91	49
	FLA EDUCATION FINANCE PROGRAM	8,070,604.00	652,012.00	2,202,382.00	5,868,222.00	27
3315	WORKFORCE DEVELOPMENT	1,189,004.00	99,084.00	297,252.00	891,752.00	25
3317	PERFORMANCE BASED INCENTIVES	27,190.00	2,266.00	6,798.00	20,392.00	25
3343	STATE LICENSE TAX	150,000.00	652,012.00 99,084.00 2,266.00 1,176.27 0.00 1,564,870.00 0.00 41,784.09 1,581.24 0.00 6,521.31 5,460.32 13,000.71 1,680.00	9,089.03	140,910.97	6
3344	LOTTERY FUNDS	50,925.00	0.00	0.00	50,925.00	0
3355	CLASS SIZE REDUCTION (CSR)	19,468,590.00	1,564,870.00	4,694,610.00	14,773,980.00	24
3361	SCHOOL RECOGNITION FUNDS	636,818.00	0.00	0.00	636,818.00	0
3371	VOLUNTARY PRE-K PROGRAM	488,737.00	0.00	80,227.51	408,509.49	16
3411	DISTRICT SCHOOL TAX	82,836,845.00	41,784.09	41,784.09	82,795,060.91	0
3414	CRITICAL OPERATING MILLAGE	3,370,640.00	1,581.24	1,581.24	3,369,058.76	0
3423	EXCESS FEES.	60,000.00	0.00	0.00	60,000.00	0
3425	RENT	170,000.00	6,521.31	46,076.39	123,923.61	27
3431	INTEREST ON INVESTMENTS	406,822.63	5,460.32	5,370.87	401,451.76	1
3440	GIFTS, GRANTS AND REQUESTS	14,578.71	13,000.71	14,578.71	0.00	100
3461	INTEREST ON INVESTMENTS GIFTS, GRANTS AND REQUESTS ADULT GENERAL ED COURSE FEES POST SECONDARY VOC COURSE FEES CADITAL IMPOVEMENT FEES	0.00	1,680.00 22,591.00 1,137.00 10,414.00	5,040.00	5,040.00-	0
3462	POST SECONDARY VOC COURSE FEES	150,000.00	22,591.00	56,466.50	93,533.50	38
3464	CAPITAL IMPROVEMENT FEES	10,000.00	1,137.00	2,787.00	7,213.00	28
3465	POSTSECONDARY LAB FEES	10,000.00 65,000.00	10,414.00	20,797.00	44,203.00	32
3466	LIFELONG LEARNING FEES	25.000.00	2,043,00	5.073.00	19.927.00	20
3467	GED TESTING FEES	22,000.00	602.00	4,564.00	17,436.00	21
3469	OTHER STUDENT FEES	25,000.00 22,000.00 12,000.00	1,065.00	2,959.00	9,041.00	25
3473	SCHOOL AGE CHILD CARE FEES	150,000.00	602.00 1,065.00 17,556.64	36,171.52	113,828.48	24
3474	EXTENDED DAY SUMMER PROGRAM	7,000.00	0.00	0.00	7,000.00	0
3491	BUS FEES	20,000.00	0.00	0.00	20,000.00	0
3493	SALE OF JUNK	0.00	0.00	660.00	660.00-	0
3494	FEDERAL INDIRECT	500,000.00	25,130.37 67,656.70 0.00	30,303.57	469,696.43	6
3495	OTHER MISC LOCAL SOURCES	1,575,260.39	67,656.70	150,281.21	1,424,979.18	10
3497		0.00	67,656.70 0.00	2,530.31	2,530.31-	0
3499	RECPT-FOOD SERVICES INDIRECT C	0.00	19,813.44	36,532.97	36,532.97-	Ó
3630	TRANSFERS-CAPITAL PROJECTS FD	871.022.00	73,806.00	221,983.00	649,039.00	25
3730	REFUNDS-FRIOR YEAR EXPENDITURE RECPT-FOOD SERVICES INDIRECT C TRANSFERS-CAPITAL PROJECTS FD SALE OF FIXED ASSETS	50,000.00	2,167.12	26,983.21	23,016.79	54
	*	120,628,036.73	2,655,405.02	8,126,331.50	112,501,705.23	7

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F2172	F510 INDIAN RIVER-005-2012	REVEN	T OF INDIAN RIVER COUNTY UE STATUS SUMMARY TEMBER 30, 2011	ATKINSC	12/19/2011 11:04	PAGE- 2
FND FUNC	- 200 DEET SERVICE DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2011	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT	1,523,138.00	0.00	0.00	1,523,138.00	0
3322	CO & DS WITHHELD-SBE/COBI BOND	600.337.50	0.00	0.00	600.337.50	Ō
3412	DIST INTEREST/SINKING TAXES	4,718,896.00	2,369.72	2,369.72	4,716,526.28	0
3431	INTEREST ON INVESTMENTS	5,000.00	296.48	296.48	4,703.52	6
3630	TRANSFERS-CAPITAL PROJECTS FD	12,307,211.19	34,064.76	102,194.28	12,205,016.91	1
	*	19,154,582.69	36,730.96	104,860.48	19,049,722.21	1

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FZ172	F510 INDIAN RIVER-005-2012	REVEN	T OF INDIAN RIVER COUNT UE STATUS SUMMARY TEMBER 30, 2011	Y ATKINSC	12/19/2011 11:04	PAGE- 3
FND FUNC	- 300 CAPITAL FUND DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2011	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT
=====						**********
3321	CO & DS DISTRIBUTED	68,705,00	0.00	68,705.00	0.00	100
3397	CHARTER SCHOOL CAPITAL OUTLAY	871,022.00	0.00	871,022.00	0.00	100
3399	OTHER MISCELLANEOUS STATE REVE	30,000.00	0.00	30,000.00	0.00	100
3413	DIST LOCAL CAPITAL IMPROVE TAX	20,223,839.00	11,565.20	20,235,404.20	11,565.20-	100
3431	INTEREST ON INVESTMENTS	101,280.26	19,252.80	32,796.79	68,483.47	32
3496	Impact Fees	0.00	38,632.00	98,336.00	98,336.00-	C
3750	Proceeds from Certif.of Partic	13,500,000.00	0.00	0.00	13,500,000.00	0
	• .	34,794,846.26	69,450.00	21,336,263.99	13,458,582.27	61

FZ172	F510 INDIAN RIVER-005-2012		F OF INDIAN RIVER COUNTY JE STATUS SUMMARY		12/19/2011 11:04	PAGE- 4
		SEP.	TEMBER 30, 2011			
				YTD		
FND	- 400 SPECIAL REVENUE	ESTIMATED	CURRENT REVENUE	REVENUE	UNCOLLECTED	PERCENT
FUNC	DESCRIPTION	REVENUE	SEPTEMBER 2011	COLLECTED	REVENUE	COLLECTED
=====					============================	
3201	VOCATIONAL EDUCATION ACTS	152,872.00	10,511.74	15,951.36	136,920.64	10
3214	ARRA Race to the Top	983,412.75	411,231.83	540,973.63	442,439.12	55
3226	Math & Science Partnerships II	917.441.06	33,306.82	68,191.84	849,249.22	7
3230	EDUCATION FOR THE HANDICAPPED	3,746,044.00	248,665.43	318,996.04	3,427,047.96	9
3240	ECIA, CHAPTER 1	4,680,675.46	393,620.46	560,976.73	4,119,698.73	12
3251	ADULT BASIC EDUCATION	338,953.65	23,933.16	32,620.39	306,333.26	10
3261	SCHOOL LUNCH REIMBURSEMENT	4,173,455,53	477,226.86	640,244,95	3,533,210.58	15
3262	SCHOOL BREAKFAST REIMBURSEMENT	1,135.843.96	140,355.69	184,299.18	951,544,78	16
3263	AFTER SCHOOL SNACKS-FED REIMB	171,332.94	18,726.40	22,632.04	148,700.90	13
3265	USDA DONATED COMMODITIES	264,000.00	13,446.07	23,722.00	240,278.00	
3267	SUMMER FEEDING PROGRAM	228,000.00	0.00	131,113.21	96,886.79	58
3268	FRESH FRUIT AND VEGETABLE PRG	109,150.00	10,633.82	10,633.82	98,516.18	10
3290	OTHER FEDERAL THROUGH STATE	434,304.16	12,222.59	21,316.28	412,987.88	
3293	EMERGENCY IMMIGRANT EDUC. PROG	259,918.76	9,126.68	13,159.52	246,759.24	ŝ
3337	SCHOOL BREAKFAST SUPPLEMENT	58,588.00	0.00	0.00	58,588.00	0
3338	SCHOOL LUNCH SUPPLEMENT	62,942.00	0.00	0.00	62,942.00	5 0 0 0 0
3390	MISCELLANEOUS STATE REVENUE	909.00	0.00	0.00	909.00	0
3431	INTEREST ON INVESTMENTS	0.00	209.73	209.73	209.73-	0
3451	STUDENT LUNCHES	1,267,374.91	120,915.91	167,618.01	1,099,756.90	13
3452	STUDENT BREAKFASTS	107,537.15	8,563.05	11,829.65	95,707.50	11
3453	ADULT BREAKFASTS/LUNCHES	166,500.00	7,065.00	10,340.75	156,159.25	6
3454	STUDENT A LA CARTE	509,200.00	119,500.65	156,654.35	352,545.65	31
3456	MEALS ON WHEELS-OTH FOOD SALES	332,250.00	31,993.72	32,216.22	300,033.78	10
3457	CATERING AND OTHER FOOD SALES	74,000.00	2,182.50	2,182.50	71,817.50	3
3495	OTHER MISC LOCAL SOURCES	0.00	28.30	1,528.74	1,528.74-	0
	*	20,174,705.33	2,093,466.41	2,967,410.94	17,207,294.39	15

Information A - 1/10/2012

FZ172	2 F510 INDIAN RIVER-005-2012	REVEN	T OF INDIAN RIVER COUNTY UE STATUS SUMMARY TEMBER 30, 2011	ATKINSC	12/19/2011 11:04	PAGE- 5
FND FUNC	- 700 INTERNAL SERVICE FUN DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2011	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
=====		REVENUE				
3199	MISCELLANEOUS FEDERAL DIRECT	200,000.00	0.00	0.00	200,000.00	o
3431	INTEREST ON INVESTMENTS	25,000.00	5,420.50	5,420.50	19,579.50	22
3481	CHARGES FOR SERVICES-PROP FUND	50,537.38	5,972.92	12,773.41	37,763.97	25
3483	PREMIUM REVENUE-VISION INS	85,000,00	6,520.06	26,766.67	58,233.33	31
3484	PREMIUM REVENUE-HEALTH INS	15,914,334.00	1,047,717.61	4,450,380.83	11,463,953.17	28
3485	PREMIUM REVENUE-DENTAL	1,200,000.00	91,190.64	391,101.04	808,898.96	33
3486	PREMIUM REVENUE-LIFE INSURANCE	550,000.00	37,160.37	162,210.15	387,789.85	29
3487	PREMIUM REVENUE-DISABILITY INS	300,000.00	23,091.84	93,998.89	206,001.11	31
3488	CONTRIBUTIONS-FLEXIBLE SPENDIN	300,000.00	23,642.10	92,149.65	207,850.35	31
	*	18,624,871.38	1,240,716.04	5,234,801.14	13,390,070.24	28

FZ172	F510 INDIAN RIVER-005-2012	REVEN	T OF INDIAN RIVER COUNTY UE STATUS SUMMARY TEMBER 30, 2011	ATKINSC	12/19/2011 11:04	PAGE- 6	
	- 900 ENTERPRISE FUNDS DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2011	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT	
3431 3473	INTEREST ON INVESTMENTS SCHOOL AGE CHILD CARE FEES	1,000.00 761,712.50	72.67 66,046.43	72.67 188,614.55	927.33 573,097.95	7 25	
	*	762,712.50	66,119.10	188,687,22	574.025.28	25	

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FZ172 F510 INDIAN RIVER-005-2012	REVENUE	F INDIAN RIVER COUNT STATUS SUMMARY BER 30, 2011	Y ATKINSC	12/19/2011 11:04	PAGE- 7
FND - FUNC DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2011	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT
REQUEST 005 TOTAL	214,139,754.89	6,161,887.53	37,958,355.27	176,181,399.62	18

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVIC		0000000000000000	E2104E34 20		13083394.43	.00	4409585.08	171613.92	132128.27	.00
EXPENDITU					3025870.80		1565571.92	29724.43	91861.50	.00
ENCUMBRAN		1486094.17	.00	.00		.00	573337.36	23167.78	10481.20	.00
BALAN	СЕ	68515742.58	46890037.47	10028106.23	9178415.80	.00	2270675.80	118721.71	29785.57	.00
PUPIL PERSONNEL SE	R 6100									
APPROPRIATIO		3385088.51	2679368.04	656344.06	23015.33	3990.00	19889.03	422.25	2059.80	.00
EXPENDITU	RE	527955.93	413964.86	100286.93	4927.14	628.39	7192.69	166.32	789.60	.00
ENCUMBRAN	CE	22991.36	8352.00	.00		.00	1683.84	372.95	.00	.00
BALAN	CE		2257051.18	556057.13	5505.62	3361.61	11012.50	117.02-	1270.20	.00
INST MEDIA SERVICE	S 6200									
APPROPRIATIO	ON	1853590.41	1377680.50	365227.84	3495.27	.00	14237.34	87848.46	5101.00	.00
EXPENDITU	RE	213348.76	161326.82	41684.30	744.27	.00	1370.33	3760.32	4462.72	.00
ENCUMBRAN	CE	28440.62	.00	.00	2750.45	.00	2754.56	22935.61	.00	.00
BALAN	CE		1216353.68	323543.54	. 55	.00	10112.45	61152.53	638.28	.00
INST & CURR DEV	6300									
APPROPRIATIO		3770263.30		673155.11		.00	2030.00	50.00	21030.00	.00
EXPENDITU		539095.71		91629.60		.00	395.03	.00	20145.00	.00
ENCUMBRAN	CE	6944.19	.00	.00		.00	12.46	.00	.00	.00
BALAN	CE	3224223.40	2620457.98	581525.51	19682.40	.00	1622.51	50.00	885.00	.00
INST STAFF TRAINING	G 6400									
APPROPRIATIO	-	1007323.98	· · ·	176226.57		.00	5361.33	920.00	9440.00	.00
EXPENDITU		134392.58	99280.67			.00	587.62	.00	8550.00	.00
ENCUMBRAN	CE	10603.97	.00	.00	10494.59	.00	109.38	.00	.00	.00
BALAN	CE	862327.43	688874.34	155730.18	11248.58	.00	4664.33	920.00	890.00	.00
INSTR RELATED TECH	6500									
APPROPRIATIO		757379.04	524458.00	135583.84	94159.20	2000.00	.00	1178.00	.00	.00
EXPENDITU		229120.61	120828.45	30596.37	76617.79	1078.00	.00	.00	.00	.00
ENCUMBRAN	CE	17792.95	.00	.00	16614.95	.00	.00	1178.00	.00	.00
BALAN	CE	510465.48	403629.55	104987.47	926.46	922.00	.00	.00	.00	.00
BOARD OF EDUCATION	7100									
APPROPRIATIO		1047385.36	192108.40	442214.86	352897.10	.00	2165.00	.00	58000.00	.00
EXPENDITU		191839.80	48016.95	48761.58	79502.77	.00	167.50	.00	15391.00	.00
ENCUMBRAN	CE	197637.54	.00	.00	197598.30	.00	39.24	_00	.00	.00
BALAN	CE	657908.02	144091.45	393453.28	75796.03	.00	1958.26	.00	42609.00	.00

ACC ACCOUNT TITLE COL		SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
GEN ADMINISTRATION 720									
APPROPRIATION EXPENDITURE	382333.19 98068.63	270783.00 67540.52	69921.37 15744.82	21728.82 1893.12	.00 .00	5000.00 497.17	1500.00	13400.00 12393.00	.00 .00
ENCUMBRANCE	10669.13	.00	.00	9217.37	.00	.00	1451.76	.00	.00
BALANCE	273595.43	203242.48	54176.55	10618.33	.00	4502.83	48.24	1007.00	.00
SCH ADMINISTRATION 730	0								
APPROPRIATION	7007023.16	5538266.70	1352248.49	62765.86	550.00	35942.10	8156.01	9094.00	.00
EXPENDITURE	1571122.29	1270765.89	273211.69	10866.30	130.52	11416.19	240.85	4490.85	.00
ENCUMBRANCE	43307.51	.00	.00	34850.44	.00	2834.37	5622.70	.00	.00
BALANCE	5392593.36	4267500.81	1079036.80	17049.12	419.48	21691.54	2292.46	4603.15	.00
FAC ACO & CONST 740	0								
APPROPRIATION	529302.75	414272.00	94342.93	15802.92	2090.00	1974.90	560.00	260.00	.00
EXPENDITURE	139533.75	103567.98	22528.20	11419.42	896.26	761.89	250.00	110.00	.00
ENCUMBRANCE	3968.63	.00	.00	3893.88	.00	74.75	.00	.00	.00
BALANCE	385800.37	310704.02	71814.73	489.62	1193.74	1138.26	310.00	150.00	.00
FISCAL SERVICES 750	0								
APPROPRIATION	4237751.77	734187.25	173242.62	2900323.58	.00	5060.00	368.32	424570.00	.00
EXPENDITURE	265212.63	197236.85	43543.56	21854.24	.00	1355.29	130.00	1092.69	.00
ENCUMBRANCE	15078.65	.00	.00	15078.65	.00	.00	.00	.00	.00
BALANCE	3957460.49	536950.40	129699.06	2863390.69	.00	3704.71	238.32	423477.31	.00
FOOD SERVICE 760	a								
APPROPRIATION	.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE	.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE	- 00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE	.00	.00	.00	.00	.00	.00	.00	.00	.00
CENTRAL SERVICES 770	0								
APPROPRIATION	1831516.02	1207049.73	283001.47	201414.85	10030.50	104571.83	1073.64	24374.00	.00
EXPENDITURE	445456.24	301264.07	67085.74	36273.80	3628.27	31160.36	.00	6044.00	.00
ENCUMBRANCE	89506.41	.00	.00	63942.10	.00	9604.67	233.64	15726.00	.00
BALANCE	1296553.37	905785.66	215915.73	101198.95	6402.23	63806.80	840.00	2604.00	.00
TRANSPORTATION SER 780	n								
APPROPRIATION	4913913.76	2783350.60	887931.16	200189.25	889142.87	119629.30	185.00	33485.58	.00
EXPENDITURE	758976.95	446055.99	129671.11	32969.87	101130.55	27720.37	29.99	21399.07	.00
ENCUMBRANCE	149673.63	.00	.00	40539.11	62916.23	42963.82	.00	3254.47	.00
BALANCE	4005263.18	2337294.61	758260.05	126680.27	725096.09	48945.11	155.01	8832.04	.00

 PROGRAM: FB410
 * * * INDIAN RIVER COUNTY SCHOOL BOARD * * *

 RUN DATE: 12/19/11
 SUMMARY REPORT

 FUND: 1
 GENERAL OPERATING FUND - 100

ACCOUNT TITLE	ACCT CODE		SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
OPERATION SERVICES			0/0//0F 11				251005 20	A A	120/0 05	
APPROPRIATIC EXPENDITUR		11644997.80 3787521.55	2684685.11 778933.28	834727.87 234285.28	2678903.08 1478651.20	5051613.39 1166829.87	351206.30 92158.08	.00 .00	43862.05 36663.84	.00 .00
ENCUMBRANC		202661.71	.00	.00	104800.70	5256.98	92604.03	.00	.00	.00
BALAN	CE	7654814.54	1905751.83	600442.59	1095451.18	3879526.54	166444.19	.00	7198.21	.00
MAINTENANCE SERVICE	E 8100	1								
APPROPRIATIO		709520.70	93859.90		304252.15	52615.00	205494.93	27428.66	1848.50	.00
EXPENDITU		700420.26	442918.94		87654.51	19529.55	38476.40	410.38	.00	.00
ENCUMBRANC		303348.64	.00	.00	198658.83	578.17	101111.64	3000.00	.00	
BALANC	CE	294248.20-	349059.04	- 87408.92	- 17938.81	32507.28	65906.89	24018.28	1848.50	.00
ADMIN TECH SERVICES										
APPROPRIATIO		1771890.96	970413.53		544409.50	.00	18449.20	13320.75	373.00	.00
EXPENDITUR ENCUMBRANC		760816.80 32367.60	261478.43	56313.58 .00	440806.19 21573.75	.00 .00	1852.29 1390.20	366.31 9403.65	.00	.00 .00
BALANC	ĴE	978706.56	708935.10	168611.40	82029.56	.00	15206.71	3550.79	373.00	.00
COMMUNITY SERVICES										
APPROPRIATIC EXPENDITUR		15.00 20.00-	.00 .00		.00 .00	.00	15.00 20.00-	.00 .00	.00	.00
ENCUMBRAN		20.00-	.00		.00	.00	.00	.00	.00	.00
•••••••										
BALAN	CE	35.00	.00	.00	.00	.00	35.00	.00	.00	.00
*SUB TOTAL										
APPROPRIATIO		127221829.10				6012031.76	5300611.34	314625.01	779026.20	.00
EXPENDITUR		22733559.13 2621086.71	8352.00	2730440.70	5319475.16 1618635.25	1293851.41 68751.38	1780663.13 828520.32	35078.60 67366.09	223393.27 29461.67	.00 .00
BALANC	CE	101867183.26	65047601.52	15133951.33	13606421.97	4649428.97	2691427.89	212180.32	526171.26	.00
DEBT SERVICES	9200									
APPROPRIATIO		500000.00	.00		.00	.00	.00	.00	500000.00	.00
EXPENDITUS		.00 .00	- 00 - 00		.00	.00 .00	.00 .00	.00	.00 .00	.00 .00
ENCOMBRANC										
BALANC	E	500000.00	.00	.00	.00	.00	.00	.00	500000.00	.00
*SUB TOTAL										
APPROPRIATIO		500000.00	.00		.00	.00	.00	.00	500000.00	.00
EXPENDITUR		• .00	.00		.00	.00	.00 .00	.00	.00	.00
BACOMBRANC		.00		.00						
BALANC	E	500000.00	.00	.00	.00	.00	.00	.00	500000.00	.00

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ACCOUNT TITLE	ACC		SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
GRAND TOTAL FOR FUN	1D									
APPROPRIATIO	-	127721829.10	76406610.38	17864392.03	20544532.38	6012031.76	5300611.34	314625.01	1279026.20	.00
EXPENDITUR	E	22733559.13	11350656.86	2730440.70	5319475.16	1293851.41	1780663.13	35078.60	223393.27	. 00
ENCUMBRANC	Е	2621086.71	8352.00	.00	1618635.25	68751.38	828520.32	67366.09	29461.67	.00
BALANC	E	102367183.26	65047601,52	15133951.33	13606421.97	4649428.97	2691427.89	212180.32	1026171.26	.00

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* * * INDIAN RIVER COUNTY SCHOOL BOARD * * * SUMMARY REPORT SEPTEMBER 30, 2011

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
DEBT SERVICES	9200									
APPROPRIATI	ON	19562936.69	.00	.00	.00	.00	.00	.00	19562936.69	.00
EXPENDITU	RE	345866.67	.00	.00	.00	.00	.00	.00	345866.67	.00
ENCUMBRAN	CE	.00	.00	.00	.00	.00	.00	.00	.00	.00
BALAN	CE	19217070.02	.00	.00	.00	.00	.00	.00	19217070.02	.00
*SUB TOTAL										
APPROPRIATI	ON	19562936.69	.00	.00	.00	.00	.00	.00	19562936.69	.00
EXPENDITU	RE	345866.67	.00	.00	.00	.00	.00	.00	345866.67	.00
ENCUMBRAN	CE	.00	.00	.00	.00	.00	.00	.00	.00	.00
BALAN	CE	19217070.02	.00	.00	.00	.00	.00	.00	19217070.02	.00
GRAND TOTAL FOR FU	ND									
APPROPRIATI	ON	19562936.69	.00	.00	.00	.00	.00	.00	19562936.69	.00
EXPENDITU	RE	345866.67	.00	.00	.00	.00	_ 00	.00	345866.67	.00
ENCUMBRAN	CE	.00	.00	.00	.00	.00	.00	.00	.00	.00
BALAN	CE	19217070.02	.00	.00	.00	.00	.00	.00	19217070.02	.00

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PROGRAM: FB410

RUN DATE: 12/19/11

FUND: 2 DEBT SERVICE - 200

PROGRAM: FB410

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * * SUMMARY REPORT SEPTEMBER 30, 2011

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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY Services 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS

FAC ACQ & CONST	7400									
APPROPRIATIO	N	88306336.15	.00	.00	.00	.00	.00	88306336.15	.00	
EXPENDITUR	ε	5114815.59	.00	.00	.00	.00	.00	5114815.59	.00	.00
ENCUMBRANC	E	33468191.28	.00	.00	.00	.00	.00	33468191.28	.00	.00
BALANC	E	49723329.28	.00	.00	.00	. 00	.00	49723329.28	.00	
*SUB TOTAL										
APPROPRIATIO	м	88306336.15	.00	.00	.00	.00	.00	88306336.15	.00	.00
EXPENDITUR	RΕ	5114815.59	.00	.00	.00	.00	.00	5114815.59	.00	.00
ENCUMBRANC	33	33468191.28	.00	.00	.00	.00.	.00	33468191.28	.00	.00
BALANC	E	49723329.28	.00	.00	.00	.00	.00	49723329.28	.00	.00
DEBT SERVICES	9200									
APPROPRIATIO	N	31416.82	.00	.00	.00	.00	.00	.00	31416.82	.00
EXPENDITUR	E	.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANC	E	.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANC	E	31416.82	.00	.00	.00	.00	.00	.00	31416.82	.00
9700 - 9790										
APPROPRIATIO	N	13178233.19	.00	.00	.00	.00	.00	.00	.00	3178233.19
EXPENDITUR		324177.28	.00	.00	.00	.00	.00		.00	324177.28
ENCUMBRANC	E	.00	.00	.00	.00	.00	.00		.00	.00
BALANC		12854055.91	.00	.00	.00	.00		.00		2854055.91
		12034033.91	.00	.00	.00		.00	.00	.00	2004000.01
*SUB TOTAL										
APPROPRIATIC	N	13209650.01	.00	.00	.00	.00	.00			3178233.19
EXPENDITUR	E	324177.28	.00	.00	.00	.00	.00	.00	.00	324177.28
ENCUMBRANC	E	.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANC	E.	12885472.73	.00	.00	.00	.00	.00	.00	31416.82	2854055.91
GRAND TOTAL FOR FUN										
APPROPRIATIO		101515986.16	.00	.00	.00	.00	.00	88306336.15		3178233.19
EXPENDITUR	E	5438992.87	.00	.00	.00	.00	.00	5114815.59	.00	324177.28
ENCUMBRANC	Ε	33468191.28	.00	.00	.00	.00	.00	33468191.28	.00	.00
BALANC	E	62608802.01	.00	.00	.00	.00	.00	49723329.28	31416.82	2854055.91

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * * SUMMARY REPORT SEPTEMBER 30, 2011

ALL EMPLOYEE PURCHASED ENERGY MATERIALS CAPITAL OTHER OTHER OBJECTS ACCT TOTAL SALARIES BENEFITS SERVICES SERVICES SUPPLIES OUTLAY EXPENSE ACCOUNT TITLE CODE 400 600 700 100 300 500 200 ------------------..... -----____ ----------INSTRUCTION SERVICE 5000 .00 .00 .00 APPROPRIATION 5427855.32 3298202.14 1002115.66 587681.95 284358.38 227899.42 27597.77 . 00 EXPENDITURE 660579.99 356710.06 93929.49 18632.87 4656.18 182539.42 4111.97 .00 ENCUMBRANCE 83147.52 .00 .00 .00 1299.00 17663.38 .00 64185.14 -----------------------BALANCE 4684127.81 2941492.08 908186.17 567750.08 .00 215517.06 27696.62 23485.80 . 00 PUPIL PERSONNEL SER 6100 .00 .00 .00 .00 APPROPRIATION 981171.91 732935.79 190477.94 23577.00 34181.18 .00 .00 3266.10 82525.24 63647.08 EXPENDITURE 14799.83 812.23 .00 .00 .00 ENCUMBRANCE 8374.54 .00 .00 442.12 7932.42 .00 .00 .00 ---------------------------.00 .00 BALANCE 890272.13 669288.71 175678.11 22322.65 22982.66 .00 .00 INST MEDIA SERVICES 6200 .00 .00 .00 .00 .00 .00 .00 APPROPRIATION .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 EXPENDITURE .00 .00 ENCUMBRANCE .00 .00 .00 .00 .00 .00 .00 -----------------BALANCE .00 .00 .00 .00 .00 .00 .00 .00 .00 INST & CURR DEV 6300 APPROPRIATION 1525582.31 1163851.00 304105.00 41736.31 .00 5000.00 9890.00 1000.00 .00 .00 .00 .00 .00 125318.06 101281.71 . 00 EXPENDITURE 21201.11 2835.24 3168.37 .00 .00 104.17 .00 .00 ENCUMBRANCE .00 .00 3064.20 ---------------------------------........ --------BALANCE 1397095.88 1062569.29 282903.89 35836.87 .00 5000.00 9785.83 1000.00 -00 INST STAFF TRAINING 6400 .00 117308.61 .00 4635.80 .00 1748.37 APPROPRIATION 1537209.78 511990.61 102840.85 600908.96 15569.00 188591.75 .00 EXPENDITURE 202689.40 75004.66 13821.28 105719.08 .00 3508.58 . 00 .00 ENCUMBRANCE 30005.25 .00 .00 21836.88 6420.00 .00 ------------------------------_____ ------. _ _ _ _ . ----BALANCE 1304515.13 436985.95 89019.57 473353.00 .00 110924.44 15569.00 178663.17 .00 INSTR RELATED TECH 6500 .00 .00 478824.00 APPROPRIATION 560124.00 .00 81300.00 .00 .00 .00 .00 EXPENDITURE 443418.00 .00 60000.00 . 00 .00 383418.00 .00 .00 6301.00 .00 1000.00 .00 . 00 5301.00 .00 .00 ENCUMBRANCE .00 ----- ---------------_ _ _ _ _ ----------. ---------.00 BALANCE 110405.00 .00 .00 20300.00 .00 .00 90105.00 .00 GEN ADMINISTRATION 7200 535670.00 .00 . 00 .00 .00 .00 . 00 535670.00 .00 APPROPRIATION EXPENDITURE 39216.62 .00 .00 .00 .00 .00 .00 39216.62 .00 ENCUMBRANCE .00 .00 .00 .00 .00 .00 .00 .00 .00 -----____ --------..... ------------BALANCE 496453.38 .00 .00 .00 .00 .00 .00 496453.38 .00

FUND: 4 SPECIAL REVENUE - 400

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ALL CAPITAL OTHER OTHER EMPLOYEE PURCHASED ENERGY MATERIALS ACCT TOTAL SALARIES BENEFITS SERVICES SERVICES SUPPLIES OUTLAY EXPENSE OBJECTS ACCOUNT TITLE CODE 100 200 300 400 600 700 500 --------------------____ -----------------SCH ADMINISTRATION 7300 .00 APPROPRIATION .00 .00 .00 .00 .00 .00 .00 EXPENDITURE .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 ENCUMBRANCE .00 .00 .00 .00 .00 .00 _____ ----------..... ----____ ----BALANCE .00 .00 .00 .00 .00 .00 .00 .00 FISCAL SERVICES 7500 APPROPRIATION .00 .00 .00 .00 .00 .00 .00 .00 EXPENDITURE .00 .00 .00 .00 .00 .00 . 00 .00 ENCUMBRANCE .00 .00 .00 .00 .00 .00 .00 .00 --------_____ ----. -------_ _ _ _ .00 .00 BALANCE .00 .00 .00 .00 .00 .00 FOOD SERVICE 7600 APPROPRIATION 8661764.13 2642334.68 1044175.19 220337.76 332000.00 3895696.11 117120.39 410100.00 EXPENDITURE 1281353.31 385652.42 128603.96 35783.90 68786.23 519073.69 72254.01 71199.10 1944823.66 .00 ENCUMBRANCE .00 8624.27 26597.92 18346.71 1884297.82 6956.94 ------...... --------------------5435587.16 2256682.26 906946.96 BALANCE 157955.94 244867.06 1492324.60 37909.44 338900.90 CENTRAL SERVICES 7700 APPROPRIATION 29064.60 .00 .00 29064.60 .00 .00 .00 .00 .00 .00 EXPENDITURE .00 .00 . 00 .00 .00 .00 .00 ENCUMBRANCE .00 .00 .00 .00 .00 .00 .00 ------------------------_____ ____ --------BALANCE 29064.60 .00 .00 .00 .00 .00 29064.60 .00 TRANSPORTATION SER 7800 APPROPRIATION 571994.50 7500.00 1197.00 1305.00 .00 .00 .00 561992.50 EXPENDITURE .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 ENCUMBRANCE .00 .00 .00 -------------------- - - - -. -----_ _ _ _ _ _ _ _ _ ----BALANCE 571994.50 7500.00 1197.00 1305.00 .00 .00 .00 561992.50 ADMIN TECH SERVICES 8200 APPROPRIATION 7500.00 .00 .00 7500.00 .00 .00 .00 .00 .00 .00 EXPENDITURE .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 ENCUMBRANCE .00 .00 ---------..... ------------------------ - - -BALANCE 7500.00 .00 .00 7500.00 .00 .00 .00 .00 COMMUNITY SERVICES 9100

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APPROPRIATION

EXPENDITURE

ENCUMBRANCE

BALANCE

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 PROGRAM: FB410
 * * * INDIAN RIVER COUNTY SCHOOL BOARD
 * * *

 RUN DATE: 12/19/11
 SUMMARY REPORT

 FUND: 4 SPECIAL REVENUE - 400
 SEPTEMBER 30, 2011

ALL OTHER EMPLOYEE PURCHASED ENERGY MATERIALS CAPITAL OTHER ACCT TOTAL SALARIES BENEFITS SERVICES SERVICES SUPPLIES OUTLAY EXPENSE OBJECTS 400 ACCOUNT TITLE CODE 100 300 600 700 200 500 -----..... ----- ----------..... ---------------*SUB TOTAL APPROPRIATION 20175385.97 8590300.48 2695250.38 1635711.58 332000.00 4347868.70 849302.81 1724952.02 .00 EXPENDITURE 2853432.82 997254.61 275594.47 223783.32 68786.23 531766.49 638211.43 118036.27 .00 ENCUMBRANCE 8624.27 2075904.51 .00 54240.12 18346.71 1958247.92 30025.49 6420.00 .00 ---------- ----- ---- ----------- -------........ -----BALANCE 15246048.64 7593045.87 2411031.64 1357688.14 244867.06 1857854.29 181065.89 1600495.75 .00 GRAND TOTAL FOR FUND APPROPRIATION 20175385.97 8590300.48 2695250.38 1635711.58 332000.00 4347868.70 849302.81 1724952.02 .00 EXPENDITURE 2853432.82 997254.61 275594.47 223783.32 68786.23 531766.49 638211.43 118036.27 .00 ENCUMBRANCE 2075904.51 8624.27 18346.71 1958247.92 30025.49 6420.00 .00 .00 54240.12 ----- --BALANCE 15246048.64 7593045.87 2411031.64 1357688.14 244867.06 1857854.29 181065.89 1600495.75 .00

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PROGRAM: FB410 RUN DATE: 12/19/11

FUND: 7 INTERNAL SERVICE FUND - 700

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * * SUMMARY REPORT SEPTEMBER 30, 2011

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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FISCAL SERVICES	7500									
APPROPRIATIO	N	76800.00	60298.00	16502.00	.00	.00	.00	.00	.00	.00
EXPENDITUR	ξE	18373.92	15074.52	3299.40	.00	.00	.00	.00	.00	.00
ENCUMBRANC	E	.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANC	с. СЕ	58426.08	45223.48	13202.60	.00	.00	.00	.00	.00	.00
CENTRAL SERVICES	7700									
APPROPRIATIC	ON	18690922.94	.00	2637000.00	1560838.68	.00	8500.00	.00	14484584.26	.00
EXPENDITUR	SE .	3198055.88	.00	403136.56	269986.84	.00	67.66	.00	2524864.82	.00
ENCUMBRANC	ΞE	19502.95	.00	.00	19502.95	.00	.00	.00	.00	.00
BALANC	: :E	15473364.11	.00	2233863.44	1271348.89	.00	8432.34	.00	11959719.44	.00
*SUB TOTAL										
APPROPRIATIO	N	18767722.94	60298.00	2653502.00	1560838.68	.00	8500.00	.00	14484584.26	.00
EXPENDITUR	E	3216429.80	15074.52	406435.96	269986.84	.00	67.66	.00	2524864.82	.00
ENCUMBRANC	28	19502.95	.00	.00	19502.95	.00	.00	.00	.00	.00
BALANC	:= :E	15531790.19	45223.48	2247066.04	1271348.89	.00	8432.34	.00	11959719.44	.00
GRAND TOTAL FOR FUN	D									
APPROPRIATIO)N	18767722.94	60298.00	2653502.00	1560838.68	.00	8500.00	.00	14484584.26	.00
EXPENDITUR	E	3216429.80	15074.52	406435.96	269986.84	.00	67.66	.00	2524864.82	.00
ENCUMBRANC	E	19502.95	.00	.00	19502.95	_ 0 0	.00	.00	.00	.00
BALANC	28 28	15531790.19	45223.48	2247066.04	1271348.89	.00	8432.34	.00	11959719.44	.00

PROGRAM: FE410 RUN DATE: 12/19/11 FUND: 9 ENTERPRISE FUNDS - 900

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * * SUMMARY REPORT SEPTEMBER 30, 2011

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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
ADMIN TECH SERVICES	0200									
APPROPRIATIO		.00	.00	.00	.00	.00	.00	.00	.00	
EXPENDITUR	*-	1136.58	889,68	246.90	.00	.00	.00	.00	- + +	.00
ENCUMBRANC	_	.00	.00	246.90	.00	.00	.00	.00	.00 .00	.00 .00
EACOMBICANC			.00	.00	.00	.00	.00	.00		.00
BALANC	Е	1136.58-	889.68-	246.90-	.00	.00	.00	.00	.00	.00
COMMUNITY SERVICES	9100									
APPROPRIATIO	N	726645.40	489483.43	103941.97	47920.00	.00	50265.00	35000.00	35.00	.00
EXPENDITUR	Ε	147943.00	99146.96	16384.63	18908.31	.00	13468,10	.00	35.00	.00
ENCUMBRANC	E	12759.08	.00	.00	6323.34	.00	6157.22	278.52	.00	.00

BALANC	Е	565943.32	390336.47	87557.34	22688.35	.00	30639.68	34721.48	.00	.00
*SUB TOTAL										
APPROPRIATIO	N	726645.40	489483.43	103941.97	47920.00	.00	50265.00	35000.00	35.00	.00
EXPENDITUR	Е	149079.58	100036.64	16631.53	18908.31	.00	13468.10	.00	35.00	.00
ENCUMBRANC	Е	12759.08	.00	.00	6323.34	.00	6157.22	278.52	.00	.00
BALANC	E	564806.74	389446.79	87310.44	22688.35	.00	30639.68	34721.48	. 00	.00
GRAND TOTAL FOR FUN	D									
APPROPRIATIO	N	726645.40	489483.43	103941.97	47920.00	.00	50265.00	35000.00	35.00	.00
EXPENDITUR		149079.58	100036.64	16631.53	18908.31	.00	13468.10	.00	35.00	.00
ENCUMBRANC	Е	12759.08	.00	.00	6323.34	.00	6157.22	278.52	.00	.00
BALANC	Е	564806.74	389446.79	87310.44	22688.35	.00	30639.68	34721.48	.00	.00

* * * END OF IRBD410 REPORT * * *

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FND -	300 CAPITAL PROJECTS		PRD-00 BEGI	NNING	PRD-03 SEPTEMB	ER 2011
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
B B 001 B 002	TRANSFERS Safety to Health ADA COMPLIANCE	13,209,650.01 1,822,226.17 44,842.34	0.00 0.00 0.00	0.00 1,046,134.17 5,375.04	324,177.28 267,285.99 0.00	12,885,472.73 508,806.01 39,467.30
B 003 B 004	ENVIRONMENTAL COMPLIANCE AIR CONDITIONING	132,460.72 2,864,205.04	0.00 26,300.00	17,256.69 1,263,583.82	12,031.35 1,127,784.28	103,172.68 446,536.94
B 005 B 006	ROOFING COMMUNICATIONS (DISTRICT)	644,828.62 0.00	0.00	8,977.20	3,773.40	632,078.02 0.00
B 007 B 008	WALKWAYS AND SIDEWALKS ELECTRICAL	0.00 356,432.03	0.00 276.94	0.00 135,433.73	0.00 54,063.14	0.00 166,658.22
B 009 B 010	SITE IMPROVEMENTS BUILDING RENOVATIONS	469,149.25 319,249.65	1,600.00 0.00	61,563.56 189,429.63	96,729.58 105,795.75	309,256.11 24,024.27
B 011 B 012	NEEDS ASSESSMENT GUARANTEED TECHNOLOGY	28,857.91 2,077,322.56	5,470.14 598.99	614.85 136,384.15	0.00 48,100.03	22,772.92 1,892,239.39
B 013 B 015	MOTOR VEHICLES PORTABLE RENOVATION	1,537,252.44 7,411.28	0.00	0.00	21,549.67 1,895.00	1,515,702.77 5,516.28
B 016 B 017 B 018	Plumbing & Water Projects NEEDS ASSESSMENT COMPETITIVE	138,669.42 0.00	0.00 0.00 0.00	5,945.69 0.00 823.24	11,202.17 0.00 0.00	121,521.56 0.00 37,881.24
B 018 B 020 B 021	PAVING Condition Assessments of Schls TECHNOLOGY TRANS.VIDEO/COMMUN.	38,704.48 264,029.00 122,434.73	0.00	246,011.94 46,123.85	18,017.06 3,941.00	0.00
B 023 B 024	Painting Services MISC EQUIPMENT	50,000.00 354,611.55	0.00	0.00	0.00 6,225.85	50,000.00 305,321.90
B 029 B 032	SEBASTIAN RIVER HIGH Addition Drainage	8,495,507.13 0.00	0.00	7,693,971.90 0.00	406,136.37 0.00	395,398.86 0.00
B 033 B 034	WINDOWS & DOORS CUSTODIAL/GROUNDS EQUIPMENT	167,165.93 134,949.88	0.00 493.66	2,242.38 0.00	2,342.93 84,023.74	162,580.62 50,432.48
B 036 B 039	CONSULTING / LEGAL FEES UPS Replacement Districtwide	159,868.06 2,640.63	0.00	31,136.38	7,630.00	121,101.68 2,640.63
B 044 B 048	GYM/BAND/PE Portable Leasing & FF & E	194,833.96 2,619,627.23	0.00	1,849.20 930,594.56 366,993.70	25,419.24 169,502.68 10,152.60	167,565.52 1,519,529.99 1,739.95-
B 050 B 052 B 053	DODGERTOWN CAFETERIA RENOVATIO Land Purchases Renovate FLC at VBHS	375,502.59 1,022,580.00 1,260,605.54	96.24 0.00 0.00	0.00	0.00	1,022,580.00
B 055 B 054 B 058	VBHS Remodeling & Renovations Green Classroom at Storm Grove	850,610.84	0.00	132,988.15 0.00	7,566.48 0.00	710,056.21
B 059 B 060	Wabasso Cafeteria Renovation SRMS Music Wing Addition	0.00	0.00	0.00	0.00	0.00
B 062 B 066	County Office Transition North County Bus Parking Fac.	0.00	0.00	0.00 0.00	0.00	0.00
B 067 B 068	Storm Grove Middle School Beachland Expansion	1,587,099.98 468,055.81	0.00 0.00	870,291.25 3,055.81	16,483.62 0.00	700,325.11 465,000.00
B 069 B 100	Upgrade TV Production Studio Other District Projects	22,911.38 1,131,502.98	0.00	22,911.38 0.00	0.00 0.00	0.00 1,131,502.98
B 401 B 403	Maintenance (Buyback) Support Services Complex	3,451,452.00 5,727,146.20	0.00	30,000.00 3,038,285.20	15,000.00 769,705.08	3,406,452.00 1,919,155.92
B 404 B 405	Fellsmere Cafe Expan & Class A Traffic Improvement Projects	8,993,954.07 670,643.38	0.00 0.00 0.00	13,967.88 129,532.46	5,188.47 537,889.59 0.00	8,974,797.72 3,221.33 19,385,850.00
B 406 B 407 B 408	Osceola Magnet Replacement Vero Beach El Replacement	20,000,000.00 19,183,500.11	178,089.33 0,00	614,150.00 16,379,812.47 0.00	1,249,511.24	1,376,087.07 81,797.25
B 408 B 409	Energy Management Projects Charter Capital Outlay 1011.71	81,797.25 431,694.01	. 0.00	0.00	29,869.28	401,824.73

F2725 F510 INDIAN RIVER-091-2012	BUDGET STATUS SU BUDGET AND EXPENDITURE REPOR			12/19/2011 11	:04 PAGE- 2
FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNI	NG PRD	-03 SEPTEMBER	2011
TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
+	101,515,986.16	213,238.10 3	3,468,191.28 5	,438,992.87	62,395,563.91

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FZ725 F510 INDIAN RIVER-091-2012	BUDGET STATUS SUM BUDGET AND EXPENDITURE REPORT		12/19/2011 11:04	PAGE- 3	
TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE

REQUEST 091 TOTAL	101,515,986.16	213,238.10	33,468,191.28	5,438,992.87	62,395,563.91

BUDGET STATUS SUMMARY SPECIAL REVENUE GRANTS

FN	ם	- 420	SPECIAL REVENUE - OTHER - 420		PRD-00 B	EGINNING	PRD-03	SEPTEMBER 20	11
тү	PRJ			BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
в	101	Title	I Part C Migrant 2010/11	15894.87	0.00	0.00	2631.36	13263.51	83.45
в	102	Title	I Part C Migrant 2011/12	53778.00	375.00	0.00	1714.52	51688.48	96.11
в	105	Title	I Part A Basic 2010-2011	32911.13	0.00	0.00	32911.13	0.00	.00
в	106	Title	I Part A Basic 2011-2012	3543804.00	105.00	24507.91	454025.40	3065165.69	86.49
в	111	Title	II FY11 Teacher Training	186156.06	0.00	0.00	721.51	185434.55	99.61
в	112	Title	II FY12 Teacher Training	731285.00	253.99	16798.56	67470.33	646762.12	88.44
в	117		I Part A NCLB Choice/SES	2011.75	0.00	0.00	2011.75	0.00	.00
в	118	Title	I Part A NCLB Choice/SES	701562.00	0.00	0.00	360.30	701201.70	99.95
в	134	Title	I School Imp Init FY12	205774,00	0.00	0.00	24040.15	181733.85	88.32
в	135	Title	I School Imp Init FY 11	44127.72	0.00	41761.09	0.00	2366.63	5.36
в	151	Title	III Part A Eng Lang 2011	63056.76	0.00	0.00	40.88-	63097.64	100.06
в	152	Title	III Part A Eng Lang 2012	196862.00	375.00	6470.36	13200.40	176816.24	89.82
в	179	21st (Century Com Lg Cent 10/11	43.66-	0.00	0.00	43.66-	0.00	.00
в	180	21st (Century Com Lgnr Cntr 12	428342.00	0.00	2421.59	20687.23	405233.18	94.61
в	200	IDEA H	Part B Pre K 2011-2012	100021.00	0.00	0.00	13579.62	86441.38	86.42
в	206	IDEA P	Part B 2011-2012	3646023.00	0.00	4631.39	305389.60	3336002.01	91.50
в	302	Adult	Education FY 11/12	206605.00	0.00	258.80	15516.02	190830.18	92.36
в	306	Adult	Ed Career Pathway FY12	79397.65	0.00	1114.96	11870.82	66411.87	83.64
в	310	Carl H	Perkins Sec Voc Ed FY12	152872.00	0.00	250.00	15951.36	136670.64	89.40
в	316	Carl H	Perkins Post Sec IRSC 12	52951.00	98.96	17625.06	5233.55	29993.43	56.64
		*		10443391.28	1207.95	115839.72	987230.51	9339113.10	89.43

FB156 F510 INDIAN RIVER-093-2012	BUDGET STATU SPECIAL REVE			ATKINSC 12/	19/2011 11:04	PAGE-
FND - 421 Special Revenue -Other-Fed Dir		PRD-00 B	EGINNING	PRD-03	SEPTEMBER 201	1
TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B 316 Carl Perkins Post Sec IRSC 12	0.00	0.00	0.00	82.12	82.12-	.00
*	0.00	0.00	0.00	82.12	82,12-	.00

FB156 F510 INDIAN RIVER-093-2012	BUDGET STATU SPECIAL REVI			ATKINSC 12/1	9/2011 11:04	PAGE- 3
FND - 432 Targeted ARRA Stimulus Funds		PRD-00 B	EGINNING	PRD-03	SEPTEMBER 201	1
TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B 116 ARRA EETT Title II Part D	95.42	0.00	38.32	95.42	38.32-	40,16-
B 122 Title X Ed Homeless Chld ARRA	5910.40	0.00	3345.75	577.29	1987.36	33.62
B 146 Title I A-ARRA FY09-9/30/11	80811.99	0.00	4876.06	43120.54	32815.39	40.61
*	86817.81	0.00	8260.13	43793.25	34764.43	40.04

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FB156 F510 INDIAN RIVER-093-2012	BUDGET STAT			ATKINSC 12/19/2011 11:04 PAGE-			
FND - 434 Special Rev Race To The Top		PRD-00 E	EGINNING	PRD-03	SEPTEMBER 2011		
TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM	
B 434 Race To The Top 2010 - 2014 B 436 RTTT Local Inst. Impr. Systems	877692.14 105720.61	0.00 0.00	5981.00 1000.00	477619.63 63354.00		44.90 39.13	
•	983412.75	0.00	6981.00	540973.63	435458.12	44,28	

FB156 F510 INDIAN RIVER-093-2012	BUDGET STATUS SUMMARY Special Revenue Grants			ATKINSC 12/19/2011 11:04		PAGE-	5
TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM	
REQUEST 093 TOTAL	11513621.84	1207.95	131080.85	1572079.51	9809253.53	85.20	

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