

Indian River County District School Board
Business Meeting Agenda
Teacher Education Center (TEC)
March 27, 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 by Pastor Roger Ball of Immanuel Church.
- 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
 - A. Recognition of 2013 District Teacher of the Year and Five Finalists – Dr. Adams**
 - B. State Science Fair Student Participants – Mrs. Falardeau**
- VI. CITIZEN INPUT
- VII. CONSENT AGENDA
 - A. Approval of Minutes – Dr. Adams**
 - 1. Legal Services Shortlist Discussion held 2/14/2012
 - 2. Round Table Discussion held 2/14/2012
 - 3. Business Meeting held 2/14/2012
 - 4. Legislative Hearing held 2/22/2012
 - 5. Legal Services Interviews held 2/28/2012Superintendent recommends approval.
 - B. Approval of Personnel Recommendations – Mrs. Lannon**
Attached is a list of personnel recommendations, which includes personnel additions, terminations, and/or changes. Superintendent recommends approval.
 - C. Approval of Budget Amendment – Mr. Morrison**
This request is for approval of the following budget amendment for fiscal year that ended on June 30, 2012:
Amendment #3 –December 2011 through January 2012 – General Fund
Superintendent recommends approval.

D. Approval of Donations – Mr. Morrison

1. The following schools received a donation from the Mardy Fish Foundation:

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|----------------------------------|------------|
| Liberty Magnet School | \$5,000.00 |
| Dodgertown Elementary School | \$4,774.09 |
| Highlands Elementary School | \$5,000.00 |
| Fellsmere Elementary School | \$2,000.00 |
| Beachland Elementary School | \$2,000.00 |
| Glendale Elementary School | \$2,270.00 |
| Pelican Island Elementary School | \$2,480.00 |
| Sebastian Elementary School | \$5,000.00 |
| Rosewood Magnet School | \$3,000.00 |

All funds from the Mardy Fish Foundation for these schools will be utilized for afterschool enrichment activities.

2. Citrus Elementary School received a donation in the amount of \$1,056.00 from the Citrus Elementary School PTA. The funds will be used for the 2nd and 4th grades and for the Project Child KG-2nd grade fieldtrips.
3. Osceola Magnet School received a donation in the amount of \$1,000 from Janie Jones at Osceola Magnet School for the purchase of games and activities to be used to address the Music NGSSS.

Superintendent recommends approval.

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

This is a request for approval to dispose of surplus property in accordance with Florida Statutes 274.05 and 274.06. The attached lists represent property to be deleted from various inventories and/or for items that have been declared surplus. After Board approval, property will be recycled and/or auctioned. Superintendent recommends approval.

F. Approval of Adult Education and Family Literacy Continuation Grant for 2012-2013 – Mrs. D’Albora

This continuation grant will provide us with funds, in the amount of \$206,605, that will enable us to continue, as well as to expand, our efforts to provide quality literacy education to adults and to English language learners. Adult Education has collaborated with several agencies in an effort to better serve the citizens of Indian River County. The proposal contains an Adult General Education Target Form that states the number of students enrolled and shows the completion points of those students. No cost to the School District. Superintendent recommends approval.

G. Approval of Carl D. Perkins, Secondary, Section 131 – Mrs. D’Albora

The Local Plan for Career and Technical Education Programs is for five years (2008-2013) and places an emphasis on preparation for postsecondary education and employment. The 2012-13 Carl D. Perkins grant, \$173,644, will provide funds for salaries of personnel whose responsibilities include: implement career and technical education activities that are aimed at developing technical skills, provide career guidance for students, organize

work-based learning, and establish liaisons between education and business partners. No cost to the School District. Superintendent recommends approval.

H. Approval of Carl D. Perkins Postsecondary Continuation Grant – Mrs. D’Albora

The 2012-2013 Carl D. Perkins Postsecondary continuation grant will allow Adult and Community Education to enhance the educational services in the health science programs. The funds received from this grant, \$30,975, will pay the salary for the part-time pharmacy technician and nursing clinical teachers, and equipment/supplies for these programs. No cost to the School District. Superintendent recommends approval.

VIII. ACTION AGENDA

A. Approval of School Board Attorney Contract with Suzanne D’Agresta from the Law Office of Brown, Garganese, Weiss, & D’Agresta, P.A. – Dr. Adams

On March 6, 2012, the District School Board voted to enter into contract negotiations with Suzanne D’Agresta as General Counsel for the District School Board. Attached is a three-year contract for legal services, with the beginning date of April 1, 2012, and ending date of March 31, 2015. Either party may terminate this contract without cause, with a thirty (30) day written notice to the other party. Superintendent recommends approval.

B. Approval of 2012-2013 District Superintendent Goals – Chairman Pegler

On Monday, March 5, 2012, the District School Board and District Superintendent, Dr. Fran Adams, met in a Workshop Session that was facilitated by Steve Higgins, CFRE, Vice President of BCC, at no cost to the District. Together they developed a list of Superintendent’s High Impact Goals for 2012-2013 School Year. The Goals include the following areas: Increase Student Success, Allocation of Resources, Leadership, and Community Relations. Attached are the recommended Goals. Superintendent recommends approval.

C. Approval of Consulting Agreements for Professional Engineering Services (2012-03) – Mr. Morrison

Approval is recommended for Consulting Agreements between the School District of Indian River County and the following six (6) firms:

- Carter Associates, Inc.
- Kimley-Horn and Associates, Inc.
- Neel-Schaffer
- Masteller & Mohler, Inc.
- MBV Engineering Inc. (Moia Bowles Villamizar & Assoc)
- Schulke, Bittle & Stoddard, LLC

The Consulting Agreements are for the performance of Professional Engineering Services to include site, civil, structural, surveying, environmental, and other related services on an as-needed, rotational basis. Costs for each project will be negotiated with the Consultant, and will be in accordance with the billing rates referenced in "Exhibit A" of this Agreement. Note that the same fee schedule billing rates are utilized by each of the six (6) Engineering firms for their services. Superintendent recommends approval.

D. Approval of Easement and Bill of Sale of Utility Facilities to Indian River County for Support Services Complex – Mr. Morrison

Approval is recommended for the attached Easement and Bill of Sale of Utility Facilities for the Support Services Complex to be granted to Indian River County. This Easement is necessary for Utility Purposes over, across, and beneath the land described in Exhibit "A" (sketch and description) for the purpose of installing, replacing, repairing, and maintaining the utilities described in Exhibit "B". The School District shall be responsible for failure or defects of the described utility facilities during a period of one year from the date of acceptance. Superintendent recommends approval.

E. Approval of Office of Educational Facilities Building Condition Change Building Replacement/Raze for Vero Beach Elementary School, Central Warehouse, Maintenance Shops, and Old Transportation – Mr. Morrison

Approval is recommended for the attached Office of Educational Facilities Room Condition Change Building Replacement/Raze Forms (OEF Form RCC-BRR) to be submitted to the Florida Department of Education for the following facilities:

- Vero Beach Elementary School
- Central Warehouse, Maintenance Shop, Transportation
- Central Warehouse

These forms are a request to the Department of Education for an Unsatisfactory Building Determination and will give the District permission to demolish the buildings indicated on each form. The buildings indicated on the forms are identified in the Castaldi Analysis Studies that were conducted for each Facility. Superintendent recommends approval.

F. Approval of Florida Department of Education, Office of Educational Facilities, Florida Inventory of School Houses (FISH) Certification of Facilities Data – Mr. Morrison

Approval is recommended for the Florida Department of Education, Office of Educational Facilities, Florida Inventory of School Houses (FISH) Certification of Facilities Data for the School District of Indian River County. The School District is required, by the State Requirements for Educational Facilities (SREF), to review the Florida Inventory of School Houses (FISH) each year to

certify to the Office of Education Facilities that the inventory is current and accurate. Superintendent recommends approval.

IX. SUPERINTENDENT'S REPORT

X. DISCUSSION

A. Policy Revisions for Policy Numbers 3.04, 3.07, 3.14, and 3.40 – Dr. Adams

XI. SCHOOL BOARD MEMBER MATTERS – Chairman Pegler

XII. INFORMATION AGENDA

A. School Recognition Award Distribution – Mr. Morrison

Pursuant to Florida Statute 1008.36, the Florida School Recognition Program provides financial awards to public schools, including charter schools, that have sustained high student performance. Schools receiving an "A" performance or schools improving at least one performance grade category from the previous year are eligible for recognition and financial awards. Attached is a ~~partial~~ list of the schools awarded funds in the amount of \$596,978 under the Florida School Recognition Program, who have submitted their School Recognition Spending Plan.

XIII. SUPERINTENDENT'S CLOSING

XIV. ADJOURNMENT – Chairman Pegler

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| <p>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.</p> |
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The Indian River County District School Board met on Tuesday, February 14, 2012, at 9:00 a.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 Jeff Pegler, Vice Chairman Carol Johnson, and Board Members: Matthew McCain, Karen Disney-Brombach, and Claudia Jiménez. Dr. Frances J. Adams, Superintendent of Schools also attended. School Board Attorney Suzanne D'Agresta was not present.

SHORTLIST PROPOSALS FOR LEGAL REPRESENTATION

- I. Called Discussion to Order – Chairman Pegler
- II. Welcome Statement and Introductions – Chairman Pegler
Chairman Pegler stated that the first discussion would be how to move forward with the selection process. He suggested starting with the general counsel position. Chairman Pegler said that he would also like to hear from Dr. Adams as she would be the one who works with the counsel.

- III. Shortlist Proposals – Chairman Pegler

General Counsel

Board Members and Superintendent were given an opportunity to speak on this position. The Board agreed that since they were interested in retaining Mrs. D'Agresta as general counsel, they would not bring anyone in for an interview for this position. Board Members directed the Chairman to renegotiate a renewal contract with the law firm of Brown, Garanese, Weiss, & D'Agresta, P.A.

Labor Law/Employment Law

Board Members and Superintendent were given an opportunity to speak on this position. Board Members directed Mr. Chuma to schedule interviews with the law firms of Gould Cooksey Fennell, P.A., G. Russell Petersen, P.A., and Richeson & Coke, P.A.

Real Estate

Board Members and Superintendent were given an opportunity to speak on this position. Board Members directed Mr. Chuma to schedule interviews with the law firms of Collins, Brown, Caldwell, Barkett & Garavaglia, and O'Haire, Quinn, Candler & Casalino.

Worker's Compensation

It was noted that Mr. Chuma was currently interviewing firms for Property, Casualty Insurance for the District that would include representation for worker's compensation. The companies being interviewed would have their own counsel. Board Members and Superintendent were given an opportunity to speak on this position. It was noted that even though the company would have their own counsel, the Board would like to provide a list from which to draw. Chairman

Pegler stated that when the decision was made on what company that they were going to recommend, then the Board would take a look at their list of counsel. In the meantime, the applicants for this position would be placed on hold.

Next Step

On February 28 the Board would interview all five firms on the same day, with three scheduled in the morning and two in the afternoon. The time allotted would be 45 minutes, with a 15-minute break between each interview. Board Members discussed the questions to be asked and the interview process. They also discussed the process in regard to the Superintendent's spending limit of \$25,000.

IV. ADJOURNMENT – Chairman Pegler

With no further discussion, the session adjourned at approximately 10:14 a.m.

The Indian River County District School Board met on Tuesday, February 14, 2012, 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 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.

Round Table Discussion

- I. Opened the Discussion – Chairman Pegler
- II. Items Placed on Agenda by Board Members – Chairman Pegler
 - A. Chairman Pegler**
 1. Superintendent's Evaluation draft instrument and procedures were discussed. The final document would be placed on the Agenda for adoption.
 2. Chairman Pegler requested a timeline and update regarding the Wellness Clinic project.
 - B. Mrs. Johnson**
 1. Goals Workshop Facilitator, Steve Higgins, CFRE, would facilitate the Goals Workshop on March 5 from 12:30 p.m. until 3 p.m. There was no cost to the District. Mr. Higgins recommended doing a S.W.A.T. later on.
 2. Discussion on School Board Meeting room setup suggestions such as placing the podium in the center facing the Board Members and the placement of chairs to maximize seating space. They also discussed the need for additional security measures in the Teacher Education Center. Dr. Adams said that the second set of doors could be locked for evening meetings. She asked Board Members to submit any suggestions for additional security.
 3. Ranking Discussion/Information was discussed at the 6 p.m. business meeting.
 4. Reminder that the Board had an Information Session scheduled for April 3 followed by an Executive Session.
 5. Timeline for naming of the new Osceola Magnet School Principal.
 6. Ensure that everyone knows that there would be only one business meeting in March, with a special meeting if necessary.
 - C. Mrs. Disney-Brombach**
 1. Viewed and discussed "Keep it Local" public announcement video on public education funding. Say no to new mandates. The video would be televised in a few weeks.
 2. Legislative update and report on meetings she attended in Tallahassee with Senators.
 3. Suggestion for Teacher Appreciation Week.
 4. Discussion on funding for 2012-2013 school year.

5. Report on legislative conference in Washington, D.C., and the Florida School Board Association training and speakers for June conference. There was a discussion on sharing travel funds to attend the June conference.
- D. Mr. McCain**
1. 2012-2013 Instructional Calendar was placed on the February 28 Agenda. The Committee would reconvene in March to get a head start for the 2013-2014 Instructional Calendar.
- E. Ms. Jiménez**
1. Discussion on whether or not statements should be made after comments were made during Citizen Input.
 2. Discussion on Benchmark Tests. Dr. Adams said that she would like to ensure parents that children who needed special accommodations would receive those accommodations. She noted that the common exam grade would not be placed on the report card but left up to the teachers on whether to use the exam grade as a test grade. Dr. Adams hoped that parents would contact staff with their questions and concerns.
 3. Discussion on new grading policies. Dr. Adams said that she would bring the changes to the Board for approval. There was a discussion on getting the word out to parents and students, training the teachers, and dispelling myths.
- III. Items Placed on Agenda by Superintendent – Dr. Adams**
- A. Dr. Adams suggested that the Administrative Office Building be named as the J.A. Thompson Administrative Complex. Mrs. Johnson suggested leaving the original plaque on the school with a new rededication plaque for Osceola Magnet School. She suggested that it be adopted as a Resolution.
 - B. Staging for the Teacher of the Year Celebration at Sebastian River High School's Performing Arts Center.
 - C. Dr. Adams said that the Superintendent would introduce all graduates, with the others spread across the stage.
- IV. Board Committee Reports – Chairman Pegler**
- Ms. Jiménez asked if the Board was interested in having a liaison on the Wellness Committee. Mrs. Johnson said that they would have to Agenda the question and the Board would then take formal action.
- V. ADJOURNMENT – Chairman Pegler**

With no further items, the discussion adjourned at approximately 3:21 p.m.

The Indian River County District School Board met on Tuesday, February 14, 2012, at 6:00 p.m. The business meeting was held in the Teacher Education Center located at the Central Administrative Offices, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman 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.

Business Meeting

- I Meeting was called to order by Chairman Pegler.
- II. Invocation was given by Mrs. Carol Johnson, Vice Chairman.
- III. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS by Sebastian River High School's Naval Junior ROTC under the direction of GySgt. James R. O'Neal, USMC (Ret)
- IV. ADOPTION OF AGENDA
Chairman Pegler asked Dr. Adams to state for the record why Action Q Approval of the 2012-2013 Instructional Calendar needed to be added to the Agenda. Dr. Adams stated that the Calendar was late and needed to be approved in order to work on staffing needs, student summer programs, and for everyone's vacation plans. Ms. Jiménez moved approval to add Action Q. to the Orders of the Day. Mrs. Disney-Brombach seconded the motion and it carried unanimously, with a 5-0 vote. Mr. McCain moved approval of the Orders of the Day with Action Q. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.
- V. PRESENTATIONS
A. United Way Acknowledgement of Appreciation – Mr. Kint/Ms. Frazier
Mr. Kint recognized School District Staff for their personal contributions over the years that totaled \$635,630 during the past decade. Ms. Frazier said that they also wanted to recognize Adult Education and Alternative Center for Education for having 100% participation from their staff.
- VI. CITIZEN INPUT
David Phillips requested to speak on USGBC Generation Green, 2012 Green Apple Awards.
Diane Parentela requested to speak on teacher morale.
Mary Burkins and "Yes" Team (students) requested to speak on Smoking Policy.
- VII. CONSENT AGENDA
Mrs. Johnson moved approval of the Consent Agenda, with changes to Consent C. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

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

It was recommended that the District School Board accept the Hearing Officer's Findings of Fact, Conclusions of Law, and recommendations in regard to Hearing Number 155. Superintendent recommended approval.

B. Approval of Minutes – Dr. Adams

1. Round Table held 1/10/2012
 2. Regular Business Meeting held 1/10/2012
 3. Roles and Responsibilities Information Session held 1/17/2012
- Superintendent recommended approval.

C. Approval of Personnel Recommendations – Mrs. Lannon

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

D. Approval of Donations – Mr. Morrison

1. Beachland Elementary received a donation in the amount of \$3,015 from the Beachland Elementary PTA. Proceeds were to benefit the Beachland Elementary teachers for classroom spending.
- Superintendent recommended approval.

E. Approval of New Petty Cash Fund for FY 2011/2012 – Mr. Morrison

Attached was the list of newly assigned individual(s) who would be authorized to obtain petty cash for the General Operating Fund for FY 2011/2012. Superintendent recommended approval.

F. Approval of Budget Amendments – Mr. Morrison

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

Amendment #1 – Capital Project Funds

Amendment #1 – Debt Service

Superintendent recommended approval.

VIII. ACTION AGENDA

A. Approval of 2012 Summer School Schedule – Mrs. Terri D'Albora

The 2012 Summer School Schedule was presented for Board approval. The attachments were separated into two separate pages: the programs offered with the school site information; and an itemized list of funding sources for each program. The costs were estimates based on anticipated student participation. Superintendent recommended approval.

Mrs. Disney-Brombach moved approval of the 2012 Summer School Schedule. Ms. Jiménez seconded the motion. Dr. Adams explained that the summer classes actually required more time/class hours than a normal class held during the school year. She said that they researched other course recovery programs and found that the District could increase the rigor of the programs currently being used. With no further discussion, the Board voted unanimously in favor of the motion, with a 5-0 vote.

B. Approval of Release of Option to Purchase Pointe West Property Real Estate – Mrs. Johnson

In 2000 the District School Board entered into an Option to Purchase Real Estate with Pointe West of Vero Beach, Ltd., which granted the District School Board the irrevocable option to purchase a parcel of real estate through June 1, 2014. Due to the District School Board's recent action to relocate Osceola Magnet School into the J. A. Thompson Learning Center facility and the lack of any new elementary school construction in the District's 5-year Capital Plan, it was requested that the District School Board approve the proposed Notice of Release of Option to Purchase Real Estate, which would immediately release the District School Board's option and allow the owner to otherwise utilize the property. Superintendent recommended approval.

Citizen Input:

Chuck Mechling, President of Pointe West Properties, spoke on this item.

Mrs. Disney-Brombach moved approval of the release of option to purchase Pointe West property real estate. Mr. McCain seconded the motion. Board Members spoke on this item. With no further discussion, the Board voted unanimously in favor of the motion, with a 5-0 vote.

C. Approval of Bill of Sale of Utility Facilities to the City of Vero Beach – Vero Beach Elementary School Replacement – Mr. Morrison

Approval was recommended for the attached Bill of Sale of Utility Facilities for the Vero Beach Elementary School Replacement Project to be granted to The City of Vero Beach. Attachment "A" described which utility facilities were located in the existing easements or road rights-of-way described generally as 1770 12th Street, Vero Beach, FL 32960. The School District shall be responsible for failure or defects of the described utility facilities during a period of one year from the date of acceptance. Superintendent recommended approval.

Mr. McCain moved approval of the Bill of Sale of utility facilities to the City of Vero Beach as presented. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

D. Approval of Utility and Access Easement Deed to the City of Vero Beach for the Vero Beach Elementary Replacement Project – Mr. Morrison

Approval was recommended for the attached assignment of a Utility and Access Easement Deed granted to The City of Vero Beach located on the Vero Beach Elementary Replacement Project property as per attached Property Easements #2011-EG-102. This easement was necessary and included, without limitations, the right of ingress, egress, and passage by Grantor and its employees, agents, customers, and invitees on, over, under,

across, and through the Easement Premises, and right to pave, sod, and install minor landscaping (but not trees) within the Easement Premises as described in Exhibit "A". Superintendent recommended approval.

Mrs. Johnson moved approval of the Utility and Access Easement Deed to the City of Vero Beach for the Vero Beach Elementary Replacement Project. Mr. McCain seconded the motion and it carried unanimously, with a 5-0 vote.

E. Public Hearing and Approval of New School Board Policy 2.311 Weapons on School Board Property – Dr. Adams

On January 10, 2012, the Board moved approval to set the Public Hearing date for the adoption of new School Board Policy 2.311. The purpose of the policy was to establish general prohibitions in regard to the possession of weapons on School Board property by everyone other than law enforcement. The policy change process was followed in accordance with Florida Administrative Procedures Act, Florida Statutes, and School Board Policy #1.06. Superintendent recommended approval.

Public Hearing

Chairman Pegler asked the Superintendent if the Public Hearing was properly advertised in accordance with State Statutes. Dr. Adams said, "Yes." Chairman Pegler recessed the meeting to conduct the Public Hearing.

Chairman Pegler announced that the Public Hearing was in session. He asked Dr. Adams if there were any written responses to be read. Dr. Adams said, "No." The public was invited to address this issue.

Hearing no requests to speak, Chairman Pegler announced that the Public Hearing was conducted pursuant to notice and that ample opportunity to address this issue was provided to all. The Board meeting was reconvened.

Mrs. Johnson moved approval of new School Board Policy 2.311 Weapons on School Board Property. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

F. Public Hearing and Approval of New School Board Policy 2.312 Service Animals in Schools – Dr. Adams

On January 10, 2012, the Board moved approval to set the Public Hearing date for the adoption of new School Board Policy 2.312. The purpose was 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 policy change process was followed in accordance with Florida Administrative Procedures Act, Florida Statutes, and School Board Policy #1.06. Superintendent recommended approval.

Public Hearing

Chairman Pegler asked the Superintendent if the Public Hearing was properly advertised in accordance with State Statutes. Dr. Adams said, "Yes." Chairman Pegler recessed the meeting to conduct the Public Hearing.

Chairman Pegler announced that the Public Hearing was in session. He asked Dr. Adams if there were any written responses to be read. Dr. Adams said, "No." The public was invited to address this issue.

Hearing no requests to speak, Chairman Pegler announced that the Public Hearing was conducted pursuant to notice and that ample opportunity to address this issue was provided to all. The Board meeting was reconvened.

Mrs. Johnson moved approval of New School Board Policy 2.312 Service Animals in Schools. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

G. Public Hearing and Approval of New School Board Policy 2.313 Animals on Campus – Dr. Adams

On January 10, 2012, the Board moved approval to set the Public Hearing date for the adoption of new School Board Policy 2.313. The purpose of the policy was to address bringing an animal onto campus for a curriculum or instructional program. The policy change process was followed in accordance with Florida Administrative Procedures Act, Florida Statutes, and School Board Policy #1.06. Superintendent recommended approval.

Public Hearing

Chairman Pegler asked the Superintendent if the Public Hearing was properly advertised in accordance with State Statutes. Dr. Adams said, "Yes." Chairman Pegler recessed the meeting to conduct the Public Hearing.

Chairman Pegler announced that the Public Hearing was in session. He asked Dr. Adams if there were any written responses to be read. Dr. Adams said, "No." The public was invited to address this issue.

Hearing no requests to speak, Chairman Pegler announced that the Public Hearing was conducted pursuant to notice and that ample opportunity to address this issue was provided to all. The Board meeting was reconvened.

Mrs. Disney-Brombach moved approval of new School Board Policy 2.313 Animals on Campus. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

**H. Public Hearing and Approval of New School Board Policy 3.071
Certification of Adjunct Educators – Dr. Adams**

On January 10, 2012, the District School Board moved approval to set the Public Hearing date for the adoption of new School Board Policy 3.071. The purpose of the policy was for the issuance of certificates and to establish standards for adjunct educators in compliance with §1012.57 F.S. The policy change process was followed in accordance with Florida Administrative Procedures Act, Florida Statutes, and School Board Policy #1.06. Superintendent recommended approval.

Public Hearing

Chairman Pegler asked the Superintendent if the Public Hearing was properly advertised in accordance with State Statutes. Dr. Adams said, "Yes." Chairman Pegler recessed the meeting to conduct the Public Hearing.

Chairman Pegler announced that the Public Hearing was in session. He asked Dr. Adams if there were any written responses to be read. Dr. Adams said, "No." The public was invited to address this issue.

Hearing no requests to speak, Chairman Pegler announced that the Public Hearing was conducted pursuant to notice and that ample opportunity to address this issue was provided to all. The Board meeting was reconvened.

Mrs. Disney-Brombach moved approval of new School Board Policy 3.071 Certification of Adjunct Educators. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

**I. Public Hearing and Approval of Amendments to School Board Policies
3.15 Resignations and 4.28 Resignation – Dr. Adams**

On January 10, 2012, the District School Board moved approval to set the Public Hearing date for the adoption of amendments to School Board Policies 3.15 and 4.28. The purpose of the revisions was to revise language change to human resources; and, when possible, hold an exit interview prior to last day of employment with data reported to the School Board. Language revisions were identical for both policies. The policy change process was followed in accordance with Florida Administrative Procedures Act, Florida Statutes, and School Board Policy #1.06. Superintendent recommended approval.

Public Hearing

Chairman Pegler asked the Superintendent if the Public Hearing was properly advertised in accordance with State Statutes. Dr. Adams said, "Yes." Chairman Pegler recessed the meeting to conduct the Public Hearing.

Chairman Pegler announced that the Public Hearing was in session. He asked Dr. Adams if there were any written responses to be read. Dr. Adams said, "No." The public was invited to address this issue.

Hearing no requests to speak, Chairman Pegler announced that the Public Hearing was conducted pursuant to notice and that ample opportunity to address this issue was provided to all. The Board meeting was reconvened.

Ms. Jiménez moved approval of amendments to School Board Policies 3.15 Resignations and 4.28 Resignation. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

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

On January 10, 2012, the District School Board moved approval to set the Public Hearing date for the adoption of new School Board Policy 5.41. The purpose of the policy was to set standards for the use of restraints and seclusion for students with disabilities in compliance with §1003.573 F.S. The policy change process was followed in accordance with Florida Administrative Procedures Act, Florida Statutes, and School Board Policy #1.06. Superintendent recommended approval.

Public Hearing

Chairman Pegler asked the Superintendent if the Public Hearing was properly advertised in accordance with State Statutes. Dr. Adams said, "Yes." Chairman Pegler recessed the meeting to conduct the Public Hearing.

Chairman Pegler announced that the Public Hearing was in session. He asked Dr. Adams if there were any written responses to be read. Dr. Adams said, "No." The public was invited to address this issue.

Hearing no requests to speak, Chairman Pegler announced that the Public Hearing was conducted pursuant to notice and that ample opportunity to address this issue was provided to all. The Board meeting was reconvened.

Mrs. Disney-Brombach moved approval of new School Board Policy 5.41 Use of Time Out, Physical Restraint, or Seclusion for Students with Disabilities. Mrs. Johnson seconded the motion. Mrs. D'Agresta stated that the School District was subject to State Statute with an effective date of July 1, 2012. Board policies were required to be equal to or in addition to State law. With no further discussion, the Board voted unanimously in favor of the motion, with a 5-0 vote.

**K. Public Hearing and Approval of Amendment to School Board Policy 7.21
Budget Amendments – Dr. Adams**

On January 10, 2012, the District School Board moved approval to set the Public Hearing date for the adoption of amendment to School Board Policy 7.21. The purpose of the amendments was 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 policy change process was followed in accordance with Florida Administrative Procedures Act, Florida Statutes, and School Board Policy #1.06. Superintendent recommended approval.

Public Hearing

Chairman Pegler asked the Superintendent if the Public Hearing was properly advertised in accordance with State Statutes. Dr. Adams said, "Yes." Chairman Pegler recessed the meeting to conduct the Public Hearing.

Chairman Pegler announced that the Public Hearing was in session. He asked Dr. Adams if there were any written responses to be read. Dr. Adams said, "No." The public was invited to address this issue.

Hearing no requests to speak, Chairman Pegler announced that the Public Hearing was conducted pursuant to notice and that ample opportunity to address this issue was provided to all. The Board meeting was reconvened.

Mrs. Johnson moved approval of the amendment to School Board Policy 7.21 Budget Amendments. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

**L. Public Hearing and Approval of Amendment to School Board Policy 7.29
Fund Balance – Dr. Adams**

On January 10, 2012, the District School Board moved approval to set the Public Hearing date for the adoption of amendment to School Board Policy 7.29. The purpose of the amendments was 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 policy change process was followed in accordance with Florida Administrative Procedures Act, Florida Statutes, and School Board Policy #1.06. Superintendent recommended approval.

Public Hearing

Chairman Pegler asked the Superintendent if the Public Hearing was properly advertised in accordance with State Statutes. Dr. Adams said, "Yes." Chairman Pegler recessed the meeting to conduct the Public Hearing.

Chairman Pegler announced that the Public Hearing was in session. He asked Dr. Adams if there were any written responses to be read. Dr. Adams said, "No." The public was invited to address this issue.

Hearing no requests to speak, Chairman Pegler announced that the Public Hearing was conducted pursuant to notice and that ample opportunity to address this issue was provided to all. The Board meeting was reconvened.

Mrs. Johnson moved approval of amendment to School Board Policy 7.29 Fund Balance. Ms. Jiménez seconded the motion and it carried unanimously with a 5-0 vote.

Mr. McCain left the room.

M. Public Hearing and Approval of Amendment to School Board Policy 9.01 The School Food and Nutrition Service Program – Dr. Adams

On January 10, 2012, the District School Board moved approval to set the Public Hearing date for the adoption of amendment to School Board Policy 9.01. The purpose of the revision was to update Florida Statute reference §570.981 F.S., to reflect that Florida Department of Agriculture and Consumer Services would oversee Florida's school nutrition program. The policy change process was followed in accordance with Florida Administrative Procedures Act, Florida Statutes, and School Board Policy #1.06. Superintendent recommended approval.

Public Hearing

Chairman Pegler asked the Superintendent if the Public Hearing was properly advertised in accordance with State Statutes. Dr. Adams said, "Yes." Chairman Pegler recessed the meeting to conduct the Public Hearing.

Chairman Pegler announced that the Public Hearing was in session. He asked Dr. Adams if there were any written responses to be read. Dr. Adams said, "No." The public was invited to address this issue.

Hearing no requests to speak, Chairman Pegler announced that the Public Hearing was conducted pursuant to notice and that ample opportunity to address this issue was provided to all. The Board meeting was reconvened.

Mrs. Disney-Brombach moved approval of amendment to School Board Policy 9.01 The School Food and Nutrition Service Program. Mrs. Johnson seconded the motion and it carried unanimously with a 4-0 vote.

Mr. McCain returned.

**N. Public Hearing and Approval of Amendment to School Board Policy 9.02
Operation of the School Food and Nutrition Service Program – Dr.
Adams**

On January 10, 2012, the District School Board moved approval to set the Public Hearing date for the adoption of amendment to School Board Policy 9.02. The purpose of the revision was to update Florida Statute reference §570.981 F.S., to reflect that Florida Department of Agriculture and Consumer Services would oversee Florida's school nutrition program. The policy change process was followed in accordance with Florida Administrative Procedures Act, Florida Statutes, and School Board Policy #1.06. Superintendent recommended approval.

Public Hearing

Chairman Pegler asked the Superintendent if the Public Hearing was properly advertised in accordance with State Statutes. Dr. Adams said, "Yes." Chairman Pegler recessed the meeting to conduct the Public Hearing.

Chairman Pegler announced that the Public Hearing was in session. He asked Dr. Adams if there were any written responses to be read. Dr. Adams said, "No." The public was invited to address this issue.

Hearing no requests to speak, Chairman Pegler announced that the Public Hearing was conducted pursuant to notice and that ample opportunity to address this issue was provided to all. The Board meeting was reconvened.

Mrs. Disney-Brombach moved approval of amendment to School Board Policy 9.02 Operation of the School Food and Nutrition Service Program. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

**O. Public Hearing and Approval of Amendment to School Board Policy 9.24
Wellness Policy – Dr. Adams**

On January 10, 2012, the District School Board moved approval to set the Public Hearing date for the adoption of amendment to School Board Policy 9.24. The purpose of the amendment was to add a requirement to report, at least annually, to the District School Board. The policy change process was followed in accordance with Florida Administrative Procedures Act, Florida Statutes, and School Board Policy #1.06. Superintendent recommended approval.

Public Hearing

Chairman Pegler asked the Superintendent if the Public Hearing was properly advertised in accordance with State Statutes. Dr. Adams said, "Yes." Chairman Pegler recessed the meeting to conduct the Public Hearing.

Chairman Pegler announced that the Public Hearing was in session. He asked Dr. Adams if there were any written responses to be read. Dr. Adams said, "No." The public was invited to address this issue.

Hearing no requests to speak, Chairman Pegler announced that the Public Hearing was conducted pursuant to notice and that ample opportunity to address this issue was provided to all. The Board meeting was reconvened.

Mrs. Disney-Brombach moved approval of amendment to School Board Policy 9.24 Wellness Policy. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

P. Public Hearing and Approval of Amendment to School Board Policy 10.04 Smoking in Buildings – Dr. Adams

On January 10, 2012, the District School Board moved approval to set the Public Hearing date for the adoption of amendment to School Board Policy 10.04. The purpose of the revision was to establish a commencement date of 2012-2013 fiscal year that all uses of tobacco products in any form were prohibited in any School Board owned facility or vehicle, on School Board owned property, or at any School Board sponsored event. The policy change process was followed in accordance with Florida Administrative Procedures Act, Florida Statutes, and School Board Policy #1.06. Superintendent recommended approval.

Public Hearing

Chairman Pegler asked the Superintendent if the Public Hearing was properly advertised in accordance with State Statutes. Dr. Adams said, "Yes." Chairman Pegler recessed the meeting to conduct the Public Hearing.

Chairman Pegler announced that the Public Hearing was in session. He asked Dr. Adams if there were any written responses to be read. Dr. Adams said, "Yes." She received a response from the Indian River County Educators Association (IRCEA), which she read for the record. Dr. Adams said that she also received an email from Mary Burkins regarding free classes for employees to quit smoking. The public was invited to address this issue.

Hearing no requests to speak, Chairman Pegler announced that the Public Hearing was conducted pursuant to notice and that ample opportunity to address this issue was provided to all. The Board meeting was reconvened.

Mrs. Johnson moved approval of amendment to School Board Policy 10.04 Smoking in Buildings. Ms. Jiménez seconded the motion. Board Members discussed the amendment. With no further discussion, the Board voted unanimously in favor of the motion, with a 5-0 vote.

Added on Friday, February 10, 2012

Q. Approval of the 2012-2013 Instructional Calendar – Mrs. Lannon

The Superintendent requested approval of the 2012-2013 Instructional Calendar. Superintendent recommended approval.

Mrs. Johnson moved approval of the 2012-2013 Instructional Calendar. Mrs. Disney-Brombach seconded the motion. The Board discussed allowances for religious holidays, committee voting results, and perfect attendance. Dr. Adams stated that the Committee would begin in March on the 2013-2014 Instruction Calendar. The Board voted unanimously in favor of the motion, with a 5-0 vote.

IX. SUPERINTENDENT'S REPORT

Dr. Adams stated that staff was working on the transition of Osceola Magnet School to J. A. Thompson Lifelong Learning Center. She said that a timeline and calendar were in place. Dr. Adams said that the new Principal for Osceola Magnet School would be named before school was out. He/she would work with Mrs. Roberts over the summer to ensure a smooth transition.

X. DISCUSSION

A. New Board Policy 1.09 Special Gift Restrictions for School Board Members – Dr. Adams

The purpose of the new policy was to implement Section 1001.421 F.S. that restricted the solicitation and acceptance of gifts by School Board Members and their relatives. This policy was in addition to any other restrictions and limitations that existed under Chapter 112 F.S. Mrs. D'Agresta explained the new Statute that was adopted during the last Legislative Session. She said that the policy applied only to School Board Members. Chairman Pegler stated that the next step was to place this item on the next business meeting to set a Public Hearing date.

B. Revisions to Board Policy 6.16 Fees – Dr. Adams

The purpose of the amendment was for the collection of block tuition for adult general education programs required in §1009.22 F.S. Chairman Pegler stated that the next step was to place this item on the next business meeting to set a Public Hearing date.

C. Revisions to Board Policy 10.10 Inspections – Dr. Adams

The purpose of the amendment was to comply with §1013.12 F.S., regarding annual fire safety inspections of School District facilities, as well as charter school facilities, statewide mandate. Chairman Pegler stated that the next step was to place this item on the next business meeting to set a Public Hearing date.

- XI. SCHOOL BOARD MEMBER MATTERS – Chairman Pegler
Mrs. Johnson congratulated Mr. Millar, Director of Transportation, regarding his appointment as Region I Director for the Florida Association for Pupil Transportation. She congratulated Osceola Magnet School for ranking in the top 10% out of 1,800 elementary schools State wide. Mrs. Johnson thanked Dr. Adams and staff for the Map of all District properties.
Mrs. Disney-Brombach talked about the disconnect between law makers and teachers. She asked everyone to contact their legislators to let them know that education was not their job and to leave it up to the School Districts to determine what was best for our students' education. Mrs. Disney-Brombach also suggested that the community send notes to their favorite teachers to let them know how much they influenced their lives.
Ms. Jiménez talked about the number of Board Policy changes being made and the work they were doing in regard to legal services. She stated that Amendment 8 was not about religion. Ms. Jiménez said that privatizing schools would put students at risk without accountability.
Chairman Pegler thanked Miss Stang for setting up the meetings at the County Commission Chambers.
- XII. INFORMATION AGENDA
A. Financial Report for Month Ending October 31, 2011 – Mr. Morrison
Attached was the Financial Report for month ending October 31, 2011.
- XIII. SUPERINTENDENT'S CLOSING
Dr. Adams reported that Indian River School District ranked 30th, dead center, in the State. She congratulated Osceola Magnet School for ranking in the top 10% of the State. Dr. Adams stated that for the first time in history, the School District had all A's and B's. She stated the changes that were going to take place this year in how schools/districts were ranked. Dr. Adams said, "We have to fight the fight for public education and for our students".
- XIV. ADJOURNMENT – Chairman Pegler
Chairman Pegler wished his wife a Happy Valentine's Day.

With no further business, the meeting adjourned at approximately 7:36 p.m.

The Indian River County District School Board met on Tuesday, February 22, 2012, at 4:00 p.m. The hearing 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.

Legislative Hearing

- I. Meeting was called to order by Chairman Pegler.
- II. Purpose of the Legislative Hearing – Chairman Pegler
Chairman Pegler began with introductions.
Table one - Dr. Fran Adams, Superintendent of Schools; Mrs. Pam Lannon, Assistant Superintendent for Human Resources and Risk Management; Mr. Carter Morrison, Assistant Superintendent for Finance and Operations; Mr. Wayne Helsby, representing the Superintendent.

Table two – Mrs. Diane Falvo, Treasure Coast Service Unit Director; Beth Weatherstone, President of the IRCEA (Indian River County Education Association).

Introduction (Read for the Record by Chairman Pegler)

This was a public hearing conducted by the School Board of Indian River County, Florida (“School Board”) pursuant to §447.403, Florida Statutes, to resolve impasse(s) in negotiations between the Superintendent of the School District of Indian River County, Florida (“Superintendent”) and the Indian River County Education Association (“IRCEA”) involving unresolved issues in the 2011-2012 Collective Bargaining Agreement.

The Superintendent declared impasse and invoked the statutory impasse procedures set forth in Chapter 447, Florida Statutes. The parties mutually agreed, in writing, to waive the special magistrate process and proceed directly to this public hearing.

Pursuant to §447.403(4), Florida Statutes, and communication to the parties dated January 24, 2012, both parties have submitted to the School Board their recommendations for settling the impasse issues. This hearing was now required pursuant to §447.403(4)(c), Florida Statutes, in order that each party was afforded the opportunity to explain their positions to the School Board with respect to the impasse issues.

This proceeding was open to the public to observe, but it was a labor proceeding with specific statutory requirements and only the two parties, the Superintendent and IRCEA, would make a presentation to the School Board.

Each party would be afforded 1.5 hours to present their positions on the disputed impasse issues. In order to allow each party to fully make their

presentations, School Board Members would hold any questions until the end of each party's presentation. The Superintendent would be called upon first and IRCEA would be called upon next. Upon the conclusion of the presentations by both parties, the School Board would then have an opportunity to deliberate and then vote on resolution of the impasse issues.

Chairman Pegler opened it up to Board Members for any questions regarding the process. Mrs. Johnson requested to hold questions until the end of the presentation. Hearing no objection, Chairman Pegler said that there would be a break between each presentation. Mrs. Disney-Brombach asked the Board Attorney, Mrs. D'Agresta, to state for the audience the instructions given to Board Members once the impasse was declared. Mrs. D'Agresta explained, in detail, that once an impasse was declared, the Board could not have any communications with either party regarding the impasse. The purpose was to ensure a fair hearing for both parties.

III. Presentations – Chairman Pegler

A. Presentation by Superintendent

Dr. Adams presented information regarding the following Articles at impasse:

Articles submitted for impasse were as follows:

Article III Working Conditions

Article IV: Teacher Assessment

Article VII: Reduction in Personnel

Article XIX: Professional Compensation and Fringe Benefits

B. Board Member Questions

(Questions were held until the end of both presentations.)

C. Presentation by IRCEA

Mrs. Weatherstone presented information regarding to the following Articles at impasse:

Articles submitted for impasse were as follows:

Article II Working Conditions

Article IV Teacher Evaluation

Article VII: Reduction in Personnel

Article XIX: Professional Compensation and Fringe Benefits

IV. Final School Board Questions of Either Party – Chairman Pegler
Board Members were given an opportunity to ask questions.

VI. School Board Vote – Chairman Pegler

Chairman Pegler said that he would go through each of the Articles, one by one, to approve or reject the Superintendent's recommendations.

Article III.1.H.1. Workday and Work year:

Mrs. Disney-Brombach moved approval of the Superintendent's recommendation to reject language proposed under Article III, Section 444III.1.H.1.Mrs. Johnson seconded the motion. Board Members discussed the language. Hearing no further discussion, the Board voted in favor of the motion, with a 3-2 vote. Mrs. Johnson, Mrs. Disney-Brombach, and Ms. Jiménez voted in favor of the motion. Mr. McCain and Chairman Pegler voted against the motion.

Article III.1.L. Workday and Work year:

Mrs. Disney-Brombach moved approval of the Superintendent's recommendation to reject language proposed under Article III, Section 444III.1.L. Mrs. Johnson seconded the motion. Board Members discussed the language. Hearing no further discussion, the Board voted in favor of the motion, with a 4-1 vote. Mrs. Johnson, Mrs. Disney-Brombach, Ms. Jimenez, and Chairman Pegler voted in favor of the motion. Mr. McCain voted against the motion.

Article III.1.M. Workday and Work year:

Mrs. Johnson moved approval of the Superintendent's recommendation to reject language proposed under Article III, Section 444III.1.M. Mrs. Disney-Brombach seconded the motion. Board Members discussed the language. Hearing no further discussion, the Board voted in favor of the motion, with a 4-1 vote. Mrs. Johnson, Mrs. Disney-Brombach, Ms. Jiménez, and Chairman Pegler voted in favor of the motion. Mr. McCain voted against the motion.

Article IV.III.A. Teacher Assessment - General Rules

Mrs. Disney-Brombach moved approval of the Superintendent's recommendation to reject language proposed under Article IV.III.A.—Mrs. Johnson seconded the motion and it carried with a 4-1 vote. Board Members discussed the language. Mrs. Johnson, Mrs. Disney-Brombach, Ms. Jiménez, and Chairman Pegler voted in favor of the motion. Mr. McCain voted against the motion.

Article IV.III.B. Teacher Evaluation

Mrs. Johnson moved approval of the Superintendent's recommendation to reject delete the IRCEA proposed language. Mrs. Disney-Brombach seconded the motion. Board Members discussed the language. With no further discussion, the motion carried, with a 4-1 vote. Mrs. Johnson, Mrs. Disney-Brombach, Ms. Jiménez, and Chairman Pegler voted in favor of the motion. Mr. McCain voted against the motion.

Article IV.IV.A. Teacher Evaluation

No action.

Article IV.V.C.3. Teacher Evaluation

Mrs. Disney-Brombach moved approval of the Superintendent's recommendation to reject the IRCEA proposed language. Ms. Jiménez seconded the motion. Board Members discussed the language. With no further discussion, the motion carried, with a 4-1 vote. Mrs. Johnson, Mrs. Disney-Brombach, Ms. Jiménez, and Chairman Pegler voted in favor of the motion. Mr. McCain voted against the motion.

Article IV.V.C.7 Teacher Evaluation

Ms. Jiménez moved approval of the Superintendent's recommendation to add the IRCEA ~~sentence~~ proposed language with the word "may" instead of the word "shall" to C.7. Mrs. Disney-Brombach seconded the motion. Board Members discussed the sentence. With no further discussion the motion failed, with a 2-3 vote. Mrs. Disney-Brombach and Ms. Jiménez voted in favor of the motion. Mrs. Johnson, Mr. McCain, and Chairman Pegler voted against the motion.

Mrs. Johnson moved approval of the IRCEA proposed language to include the word "shall" instead of the word "may". Mrs. Disney-Brombach seconded the motion and it carried, with a 4-1 vote. Mrs. Johnson, Mrs. Disney-Brombach, Mr. McCain, and Chairman Pegler voted in favor of the motion. Ms. Jiménez voted against the motion.

Article IV.VII.A. and IV.VII.B. Teacher Evaluation - TIP

Mrs. Johnson moved approval of the Superintendent's recommendation to reject the IRCEA proposed language. Ms. Jiménez seconded the motion and it carried, with a 4-1 vote. Mrs. Johnson, Mrs. Disney-Brombach, Ms. Jiménez, and Chairman Pegler voted in favor of the motion. Mr. McCain voted against the motion.

Article IV.VIII. Teacher Evaluation – Outcome of TEP

Mr. McCain moved approval to accept the IRCEA proposed language ~~to~~ and to add language that it be determined by the Board and tying it to budget restraints. Chairman Pegler suggested that the language be "all renewals are subject to available budget allocations at the school" as per Orange County language. Mr. McCain accepted Chairman Pegler's suggested language. Mrs. Johnson seconded the motion. Board Members discussed the language. Mrs. Johnson moved to amend the IRCEA proposed language to read, at the end of the sentence, "except in the case of budgetary constraints". Ms. Jiménez seconded the amendment to the motion. After the Board discussed the language at length, Mrs. Johnson and Ms. Jiménez withdrew their amendment. Mrs. Johnson moved approval to accept the IRCEA language, with the inclusion of the sentence "renewed for the following year except in the case of ~~subject to~~ budgetary ~~con~~restraints". Ms. Jiménez

seconded the motion and it carried unanimously, with a 5-0 vote. Note: Mr. McCain withdrew his original motion and Mrs. Johnson withdrew her second to the original motion.

Note: The new language for Article IV.VIII now reads: Outcome of the Final Evaluation. Any annual contract MBU who receives a Highly Effective or Effective score on the TEP (Teacher Evaluation Program) will be renewed for the following year, subject ~~except in the case of~~ to budgetary restraints.

Article IV.IX.A. and IX.B. Teacher Evaluation

Mrs. Johnson moved approval of the Superintendent's recommendation to reject all language for Article IV.IX.A. and B. Mrs. Disney-Brombach seconded the motion. Board Members discussed the language. With no further discussion the motion carried with a 4-1 vote. Mrs. Johnson, Mrs. Disney-Brombach, Ms. Jiménez, and Chairman Pegler voted in favor of the motion. Mr. McCain voted against the motion.

Article VII.1 Layoff Procedures

Mrs. Disney-Brombach moved approval of the Superintendent's recommendation for new language. Mrs. Johnson seconded the motion. Board Members discussed the language. With no further discussion, the motion carried with a 3-2 vote. Mrs. Johnson, Mrs. Disney-Brombach, and Ms. Jiménez seconded the motion. Mr. McCain and Chairman Pegler voted against the motion.

Article XIX.7. Differentiated Pay

Mrs. Johnson moved approval of the Superintendent's recommendation to ~~reject the IRCEA strike~~ all language. Ms. Jiménez seconded the motion. Board Members discussed the language. Dr. Adams stated that the effective date for removal of the current language was June 30, 2012. Mrs. D'Agresta said that the action today did not preclude negotiating language for the 2012-2013 fiscal year. The Board voted approval of the motion with a 4-1 vote. Mrs. Johnson, Mrs. Disney-Brombach, Ms. Jiménez, and Chairman Pegler voted in favor of the motion. Mr. McCain voted against the motion.

Article XIX.3E. Compensation and Pay Schedules

Mrs. Johnson moved approval of the Superintendent's recommendation to ~~reject for the IRCEA to strike~~ all language. Ms. Jiménez seconded the motion. Board Members discussed the language. With no further discussion, the Board voted in favor of the motion with a 4-1 vote. Mrs. Johnson, Mrs. Disney-Brombach, Ms. Jiménez, and Chairman Pegler voted in favor of the motion. Mr. McCain voted against the motion.

Article XIX.4.A. Fringe Benefits – Health Insurance

Mrs. Disney-Brombach moved approval of the Superintendent's recommendation, to reject the IRCEA language. Mrs. Johnson seconded the motion. Board Members discussed the language. With no further discussion, the Board voted in favor of the motion with a 4-1 vote. Mrs. Johnson, Mrs. Disney-Brombach, Ms. Jiménez, and Chairman Pegler voted in favor of the motion. Mr. McCain voted against the motion.

VII. Adjournment – Chairman Pegler

With no further business, the meeting adjourned at approximately 10:01 p.m.

The Indian River County District School Board met on Tuesday, February 28, 2012, at 9:15 a.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 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.

Legal Representation Interviews

- I. Interview session was called to order by Chairman Pegler.
- II. Welcome Statement and Introductions – Chairman Pegler
Board Members introduced themselves to the potential legal representatives. Chairman Pegler stated that the interviews would be held to 45 minutes.
- III. Interviews – Chairman Pegler
The following firms were interviewed in the area of Labor Law/Employment Law:
9:15 a.m. Gould Cooksey Fennel, P.A. – Jason Odom
10:15 a.m. Law Office of G. Russell Petersen, P.A. – G. Russell Petersen
11:15 a.m. Law Offices of Richeson & Coke, P.A. – David Richeson

~~Break~~

The following firms were interviewed in the area of Real Estate Law:

- 1:30 p.m. Collins, Brown, Caldwell, Barkett & Garavaglia Chartered Attorneys at Law – Bruce Barkett
 - 2:30 p.m. Law Offices of O'Haire, Quinn, Candler & Casalino Chartered – Paul Amos
- IV. Next Step in the Process – Chairman Pegler
Chairman Pegler asked the Board if they wanted to discuss the interviews today or wait until March 6, 2012. The majority agreed that they were ready to have that discussion at this session. The Board and Superintendent discussed the selection process, anticipated outcomes, and interviews.

Note: Mr. McCain left the session.

Labor Law/Employment Law:

The Board continued the discussion. Chairman Pegler summarized the outcome of the discussion. He stated that the Board would create a panel of law firms, with no ranking order, that would be called upon in the area of Labor Law/Employment Law. It was agreed that the Superintendent would have the full latitude to refer to the following panel, when outside attorney services were

needed in the area of Labor Law/Employment Law, consulting first with General Counsel:

Panel

- Gould Cooksey Fennel, P.A. – Jason Odom
- Law Office of G. Russell Petersen, P.A. – G. Russell Petersen
- Law Offices of Richeson & Coke, P.A. – David Richeson

Real Estate Law:

Chairman Pegler summarized the discussion of the Board to state that Bruce Barkett from Collins, Brown, Caldwell, Barkett & Garavaglia would be contacted for real estate legal services, when determined by the Superintendent and by the Board's General Counsel that an outside real estate attorney was needed. It was noted by Chairman Pegler that Mrs. D'Agresta would continue to handle general real estate issues and would advise the Superintendent when it was necessary to go outside for a real estate issue.

With no further discussion, the session adjourned at approximately 4:11 p.m.

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CONSENT AGENDA – 3/27/12

Personnel Recommendations

1. Instructional Changes
2. Instructional Leaves
Gold, Nanci – Treasure Coast, 3/23/12-5/3/12
Jacobs, Katherine – SRHS, change to 3/19/12-6/4/12
Newbold-Coco, Rain – SRHS, 2012-2013 school year
Olson, Koren – Citrus, 4/10/12-6/4/12
Payne, Jill- VBHS, extend from 3/21/12 to 5/6/12
Pearsaul, Reagan – Highlands, 2/8/12-6/4/12
Porter, Jessica – Glendale, 3/19/12-6/4/12
Van Brimmer, Sarah – SRMS, 4/24/12-6/4/12
3. Instructional Promotions
4. Instructional Transfers
5. Instructional Separations
Fusselman, Mandy – Glendale, resignation, not returning from leave 6/4/12
Owens, Kimberly – Sebastian Elementary, resignation, not returning from leave 6/4/12
Waterman, Sharman – Oslo Middle, retirement, entering DROP 7/1/12
6. Instructional Employment
Brown, Marc – Substitute Teacher 3/28/12
Groody, Michael – Substitute Teacher 3/28/12
Harpin, Suzanne – Substitute Teacher 3/28/12
Hunter, Sherry – Substitute Teacher 3/28/12
Marek, Patricia – Substitute Teacher 3/28/12
McLendon, Carla – Substitute Teacher 3/28/12
Mosblech, Nicole – Substitute Teacher 3/28/12
Shank, David – Substitute Teacher 3/28/12
Sullivan, Rosemary – Substitute Teacher 3/28/12
7. Support Staff Changes
McGriff, Rodney – Dodgertown, change start date from 3/7/12 to 3/12/12
8. Support Staff Leaves
Autullo, Margaret – Wabasso, 2/6/12-3/4/12
Bryant, Catina – Transportation, 1/20/12-3/5/12
Gage, Betty Gene – Superintendent's Office, 2/9/12-3/18/12
Manny, Cheryl – Rosewood Magnet, 2/9/12-3/19/12; **extend to 5/20/12**
Thornton, Frank – Maintenance, 3/5/12-6/29/12
9. Support Staff Promotions
Millien, Josianne – from Substitute to Gifford Middle Custodian 3/7/12
10. Support Staff Transfers

11. Support Staff Separations
Kwek, Dean – Maintenance, resignation 3/21/12
Melaney, Sharon K. – Sebastian Elementary, resignation 3/20/12
Repoff, Wendy – SRHS, resignation, not returning from leave
6/1/12
Sikes, Betty – Transportation, resignation 3/23/12
12. Support Staff Employment
Alderson, James – Fellsmere, Custodian 4/2/12
Lynch, Deborah – Pelican Island, 21st Century Grant Tutor 3/5/12
O'Malley, Keegan – VBHS, Student Worker 3/28/12
Pope, Kyle – VBHS, Student Worker 3/28/12
Scanlon, Chelsea – Osceola Magnet, Extended Day Student
Worker 3/28/12
Volo, Christopher – Maintenance, HVAC Mechanic 3/28/12
13. Administrative Separations
14. Administrative Employment

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

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY
Amendment # 3 - December 2011 through January 2012
General Fund**

| ESTIMATED REVENUE | | | | | |
|---|----------|----------------|--------------|------------|----------------|
| | Function | Current Budget | Increase | Decrease | Revised Budget |
| Grand Totals | | 135,345,090.97 | 237,977.17 | 0.00 | 135,583,068.14 |
| 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 | 30,082,468.00 | 170,707.46 | 0.00 | 30,253,175.46 |
| Local Sources | 3400 | 89,465,972.01 | 38,067.31 | 0.00 | 89,504,039.32 |
| Transfers | 3600 | 871,022.00 | 0.00 | 0.00 | 871,022.00 |
| Other Financing Sources | 3700 | 123,589.96 | 29,202.40 | 0.00 | 152,792.36 |
| Fund Equity | 2700 | 14,572,039.00 | 0.00 | 0.00 | 14,572,039.00 |
| APPROPRIATIONS | | | | | |
| | Function | Current Budget | Increase | Decrease | Revised Budget |
| Instructional Services | 5000 | 82,023,275.74 | 748,514.38 | 0.00 | 82,771,790.12 |
| Pupil Personnel Services | 6100 | 3,401,710.63 | 10,308.36 | 0.00 | 3,412,018.99 |
| Instructional Media Services | 6200 | 1,861,570.73 | 9,480.43 | 0.00 | 1,871,051.16 |
| Instructional Curriculum Development | 6300 | 3,765,899.20 | 0.00 | 21,439.25 | 3,744,459.95 |
| Instructional Staff Training | 6400 | 1,069,495.24 | 0.00 | 31,504.34 | 1,037,990.90 |
| Instructional Related Technology | 6500 | 769,197.95 | 0.00 | 18,582.54 | 750,615.41 |
| Board of Education | 7100 | 989,346.66 | 0.00 | 0.00 | 989,346.66 |
| General Administration | 7200 | 382,333.19 | 1,336.23 | 0.00 | 383,669.42 |
| School Administration | 7300 | 7,065,926.06 | 0.00 | 25,023.12 | 7,040,902.94 |
| Facilities Acquisition and Construction | 7400 | 605,372.60 | 9,075.88 | 0.00 | 614,448.48 |
| Fiscal Services | 7500 | 4,175,884.05 | 0.00 | 20,558.19 | 4,155,325.86 |
| Food Services | 7600 | 0.00 | 0.00 | 0.00 | 0.00 |
| Central Services | 7700 | 1,897,905.23 | 55,689.54 | 0.00 | 1,953,594.77 |
| Transportation Services | 7800 | 4,951,337.26 | 136,190.34 | 0.00 | 5,087,527.60 |
| Operation Services | 7900 | 11,906,229.02 | 100,297.34 | 0.00 | 12,006,526.36 |
| Maintenance Services | 8100 | 733,273.65 | 64,112.81 | 0.00 | 797,386.46 |
| Administrative Technology Services | 8200 | 1,767,587.13 | 4,793.97 | 0.00 | 1,772,381.10 |
| Community Services | 9100 | 500.00 | 200.00 | 0.00 | 700.00 |
| Debt Services | 9200 | 500,000.00 | 0.00 | 165,000.00 | 335,000.00 |
| Transfers | 9700 | 0.00 | 0.00 | 0.00 | 0.00 |
| Budgeted Fund Balance | | 7,478,246.63 | 0.00 | 619,914.67 | 6,858,331.96 |
| Grand Totals | | 135,345,090.97 | 1,139,999.28 | 902,022.11 | 135,583,068.14 |

Adopted By Board: March 27, 2012

District Superintendent's Signature

School District of Indian River County
Monthly Financial Statements
December 2011 thru January 2012

Amendment # 3

December 2011 through January 2012

ESTIMATED REVENUES

Total Estimated revenues increased by \$237,977.17 for the months of December 2011 and January 2012

Object Code 3300 - *State Sources:*

| | | |
|-----------|-------------------|--|
| \$ | 2,217.46 | - Increase estimated revenue budget for receipt of Postsecondary Education Readiness Test (PERT) FLDOE entitlement |
| | 161,990.00 | - Increase estimated revenue budget for the FEFP 3rd calculation adjustment |
| | 6,500.00 | - Increase estimated revenue budget for the Urban Forestry Grant - Vero Beach Elementary |
| <u>\$</u> | <u>170,707.46</u> | |

Object Code 3400 - *Local Sources:*

| | | |
|-----------|------------------|--|
| | 200.15 | - Increase estimated revenue budget for Charter School Capital Outlay interest: November and December |
| | 25,979.27 | - Increase estimated revenue budget for collection of internal accounts reimbursement - Various Schools |
| | 2,056.89 | - Increase estimated revenue budget for refund of prior year expenditures |
| | 1,581.00 | - Increase estimated revenue budget for collection of Mardy Fish donation - Glendale Elementary |
| | 1,000.00 | - Increase estimated revenue budget for collection of donation for the Saturday Superstars program at SRMS |
| | 2,200.00 | - Increase estimated revenue budget for collection of donation from the Education Foundation - Great Ideas Grant |
| | 1,000.00 | - Increase estimated revenue budget for collection of donation from Proctor Construction for Teacher of the Year |
| | 350.00 | - Increase estimated revenue budget for collection of donation from Ford & Associates for Teacher of the Year |
| | 1,000.00 | - Increase estimated revenue budget for collection of donation from Regions Bank for Teacher of the Year |
| | 200.00 | - Increase estimated revenue budget for collection of donation from Alex MacWilliam for Teacher of the Year |
| | 2,500.00 | - Increase estimated revenue budget for collection of donation from Space Coast Credit Union - Teacher of the Year |
| <u>\$</u> | <u>38,067.31</u> | |

Object Code 3700 - *Other Financing Sources:*

| | | |
|-----------|------------------|--|
| | 29,202.40 | - Increase estimated revenue budget for insurance claims for Rowing Club equipment |
| <u>\$</u> | <u>29,202.40</u> | |

APPROPRIATIONS

Changes in the Appropriations budget changes are reflected as follows:

| | | |
|-----------|-------------------|--|
| | 200.15 | - Increase appropriations budget for Charter School Capital Outlay Interest: September and October |
| | 25,979.27 | - Increase appropriations budget for collection of internal accounts reimbursement - Various Schools |
| | 29,202.40 | - Increase appropriations budget for payment of vendors for Rowing Club replacement equipment |
| | 1,581.00 | - Increase appropriations budget for purchases - Mardy Fish donation - Glendale Elementary |
| | 2,217.46 | - Increase appropriations budget for anticipated Postsecondary Education Readiness Test (PERT) expenses |
| | 161,990.00 | - Increase appropriations budget for the FEFP 3rd Calculation |
| | 6,500.00 | - Increase appropriations budget for anticipated tree purchase - Urban Forestry grant - VBE |
| | 1,000.00 | - Increase appropriations budget for purchases - Saturday Superstars Program - SRMS |
| | 2,200.00 | - Increase appropriations budget for expenditures for the donation from the Education Foundation - Great Ideas Grant |
| | 5,050.00 | - Increase appropriations budget for collection of the Teacher of the Year donations |
| | 2,056.89 | - Increase appropriations budget to match actual collections of refunds of prior year expenditures |
| <u>\$</u> | <u>237,977.17</u> | Net increase in appropriations budget |

BUDGETED FUND BALANCE:

Budgeted fund balance decreased by \$619,914.67 during the months of December 2011 and January 2012. This amount was allocated from fund balance reserves for payment of Charter School Capital Outlay funds.

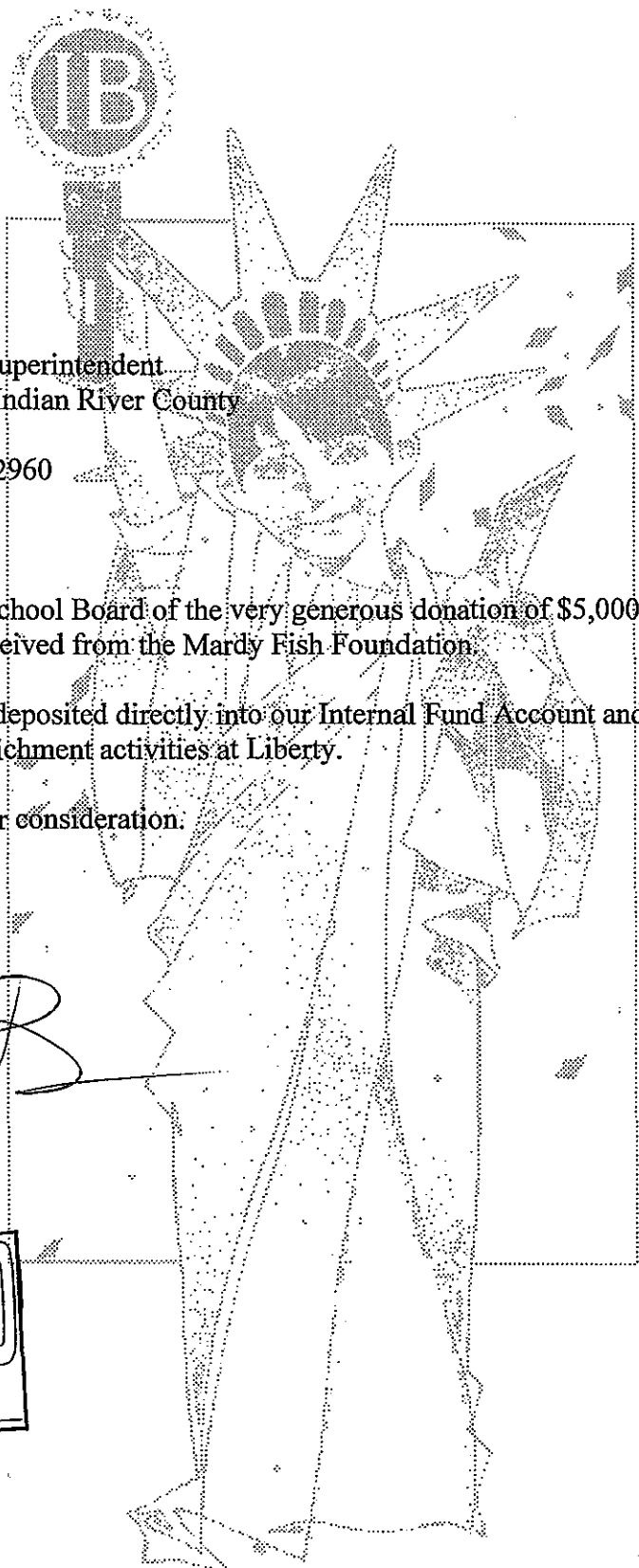
LIBERTY MAGNET SCHOOL

"An IBO World School - Primary Years Program"

6850 81st Street *Vero Beach, FL 32967 * (772) 564-5300 * Fax: (772) 564-5303

Monitor
FEB 22 2012
4
3/6

Kelly Baysura
Principal



February 15, 2012

Dr. Fran Adams, Superintendent
School District of Indian River County
1990 25th St.
Vero Beach, Fl. 32960

Dear Dr. Adams,

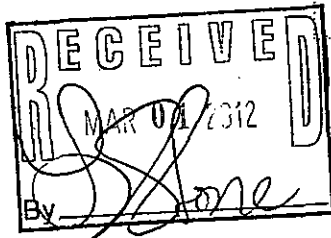
Please notify the School Board of the very generous donation of \$5,000.00 that Liberty Magnet School received from the Mardy Fish Foundation.

These funds were deposited directly into our Internal Fund Account and are to be used for afterschool enrichment activities at Liberty.

Thank you for your consideration.

Sincerely,

Kelly Baysura
Principal



FEB 22 2012

Memo
8/3/12

GR
3/2



4350 43rd Avenue ♦ Vero Beach, Florida 32967
 Telephone: (772) 564-4100 ♦ Fax: (772) 564-4093
 "Home of the Little Dodgers: A Winning Team, A Winning Spirit"

TO: Dr. Fran Adams, Superintendent

FROM: Takeisha L. Harris, Principal

Harris

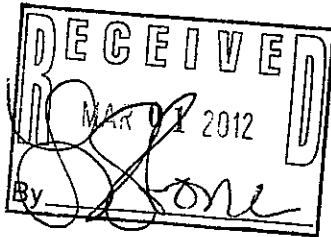
SUBJECT: Donations

DATE: February 15, 2012

I would like to inform you of a recent donation that Dodgertown has received. We feel very fortunate to have such caring friends.

Mardy Fish Foundation – Total for Year \$4,774.09

Please notify the Board of this donation.



Mom's by

FEB 23 2012

Highlands Elementary School

500 20th Street S.W. • Vero Beach, Florida 32962
(772) 564-3390 • FAX: (772) 564-3443

3/2

"WHERE EVERYONE IS BEAR-Y SPECIAL"

Dr. Lillian Torres-Martinez
Principal

Lynette Walker
Assistant Principal

February 21, 2012

To Dr. Adams:
School Board Members

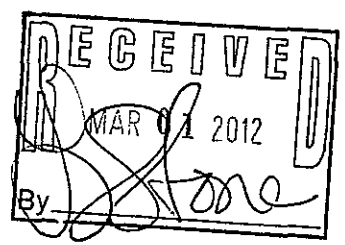
On Friday, February 17, 2012 Highlands Elementary received a \$5000.00 donation from the Mardy Fish Foundation.

We are asking for board approval of this donation at your next board meeting.

The funds will be used for after school and Saturday programs for students of Highlands Elementary.

Sincerely,

Lillian Torres-Martinez
Dr. Lillian Torres-Martinez
Principal





h
3/2

Fellsmere Elementary School
50 North Cypress Street, Fellsmere, FL 32948-9699
772-564-5970 (PH) 772-564-6020 (FAX)

Ramón J. Echeverría
Principal

Susan Del Tufo
Assistant Principal

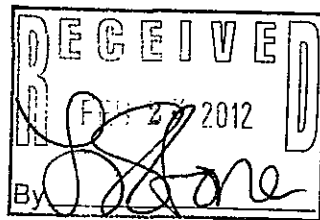
Memorandum

To: Carter Morrison, Assistant Superintendent of Finance
From: Mr. Ramon Echeverria, Principal
Date: February 15, 2012
Subject: Mardy Fish Foundation Donation

Fellsmere Elementary has received a donation from Mardy Fish Foundation in the amount of \$2000.00 to be used for After-School Learning in the areas of Art, Music, and PE at Fellsmere Elementary.

Please notify the Board of this donation.

RE/jm



Beachland Elementary School

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

Telephone: (772) 564-3300

FAX: (772) 564-3350

6
3/2

Carol Wilson
Principal

Theresa Wagner
Assistant Principal

February 17, 2012

{To}: School Board Members

{From}: Carol Wilson, Principal

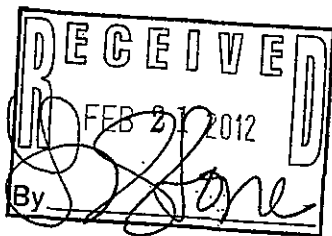
Regarding: Donation from Mardy Fish Foundation

A donation of \$2,000.00 was received from the Mardy Fish Foundation.
These funds were deposited into Beachland's Internal funds.

Carol P. Wilson

Carol P. Wilson, Principal

CW/br



Glendale Elementary School

**4940 8th Street ~ Vero Beach, Florida 32968
(772) 978-8050**

Mary Ellen Schneider
Principal

Diane Fannin
Assistant Principal

6
3/2

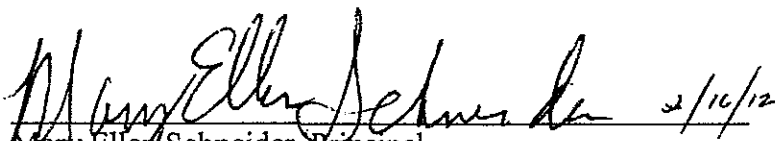
MEMO

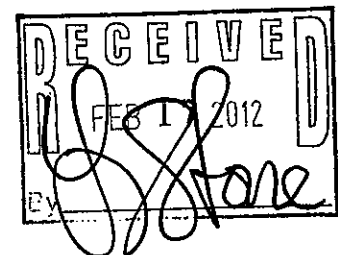
TO: The Indian River County School Board

FROM: Mary Ellen Schneider, Principal
Glendale Elementary School

We received a check from The Mardy Fish Foundation Inc., 9190 Spring Time Drive, Vero Beach, Florida, 32963, in the amount of \$ 2,270.00. This will be used for After School Enrichment Program salaries and materials in the Arts and Fitness.

These funds were deposited into Glendale Elementary School internal funds account entitled Mardy Fish Foundation (6.6060).


Mary Ellen Schneider, Principal 2/10/12

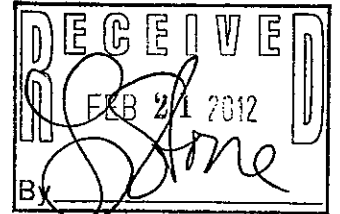


Glendale Elementary School

**4940 8th Street ~ Vero Beach, Florida 32968
(772) 978-8050**

Mary Ellen Schneider
Principal

Diane Fannin
Assistant Principal



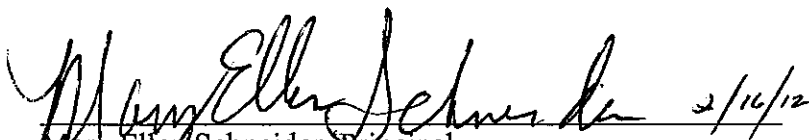
MEMO

TO: The Indian River County School Board

FROM: Mary Ellen Schneider, Principal
Glendale Elementary School

We received a check from The Mardy Fish Foundation Inc., 9190 Spring Time Drive, Vero Beach, Florida, 32963, in the amount of \$ 2,270.00. This will be used for After School Enrichment Program salaries and materials in the Arts and Fitness.

These funds were deposited into Glendale Elementary School internal funds account entitled Mardy Fish Foundation (6.6060).


Mary Ellen Schneider, Principal 2/16/12

Pelican Island Elementary School

1355 Schumann Drive ♦ Sebastian, Florida 32958

Telephone: (772) 564-6500 ♦ Fax: (772) 564-6493

Kevin E. Browning
Principal



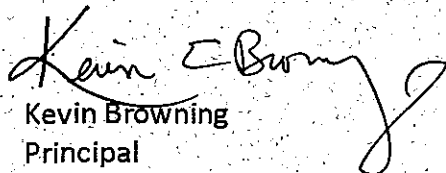
Deb Berg
Assistant Principal

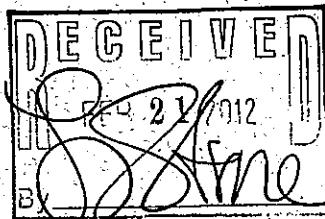
February 14, 2012

To Whom It May Concern,

Pelican Island Elementary would like to report that we received a donation in the amount of \$2,480.00 from the Mardy Fish Foundation. This donation will be used to fund our Music, Drama, and PE After School programs.

Sincerely,


Kevin Browning
Principal



Sebastian Elementary School

LB
3/2

400 Sebastian Boulevard ♦ Sebastian, Florida 32958

Telephone: (772) 978-8200

Fax: (772) 978-8205

Letitia Whitfield-Hart
Principal

Cheryl A. Hoyt
Assistant Principal

February 16, 2012

TO: School Board Members

FROM: Letitia Whitfield-Hart

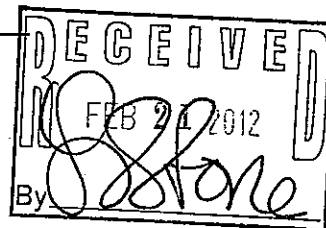
RE: Mardy Fish Donation

A donation of \$5000.00 was received from the Mardy Fish Foundation. The funds are to be used for after school activities.

These funds were deposited into Sebastian Elementary School internal funds account entitled Mardy Fish

L. Whitfield-Hart

Letitia Whitfield-Hart
Principal



48
3/2

Rosewood Magnet School

3850 16th Street ☘ Vero Beach, FL 32960

(772) 564-3840 ☘ Fax (772) 564-3888

"A Rich Tradition, A Bright Future"

An Honor Roll School

Deborah Dillon
Principal

February 14, 2012

Indian River County School Board
1990 25th Street
Vero Beach, FL 32960

Dear School Board members,

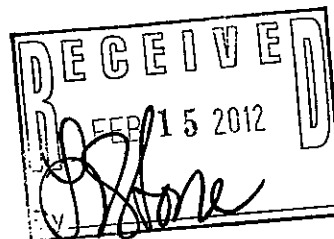
Rosewood Magnet School has received a donation of \$3,000.00 from the Mardy Fish Foundation.

With your approval, the \$3,000.00 will be placed in an Internal Account fund for after-school activities for the students.

Sincerely,



Deborah J. Dillon
Principal
Rosewood Magnet School



Citrus Elementary School

2771 Citrus Road ♦ Vero Beach, Florida 32968

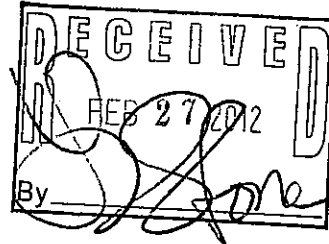
Telephone: (772) 978-8350 ♦ Fax: (772) 978-8351

4
3/2

Jon Teske
Principal


Ainsley Seeley
Assistant Principal

Date: February 8, 2012
To: School Board Members
From: Mr. Jon Teske, Principal
Regarding: Request for Approval of Donation

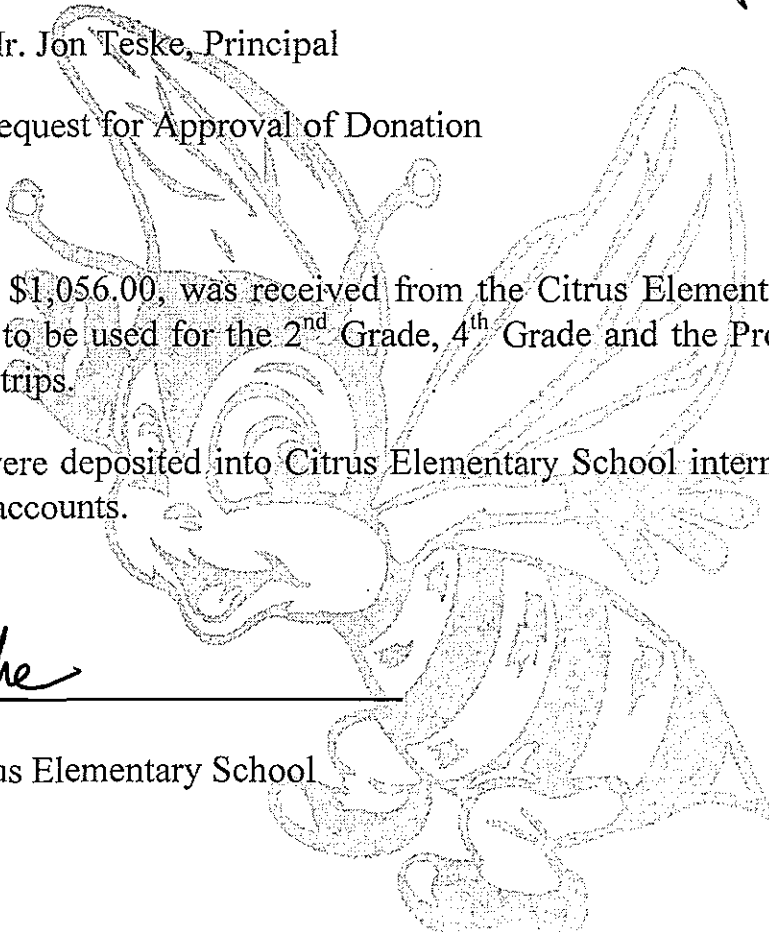


A donation of \$1,056.00, was received from the Citrus Elementary School PTA. The funds are to be used for the 2nd Grade, 4th Grade and the Project Child KG – 2nd Grade fieldtrips.

These funds were deposited into Citrus Elementary School internal funds account entitled Class accounts.



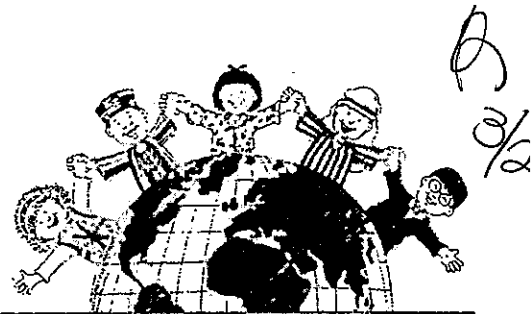
Mr. Jon Teske
Principal, Citrus Elementary School



Guiding Today's Children to Become Tomorrow's Leaders

School District of Indian River County

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

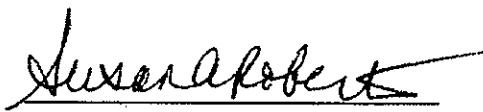


MEMORANDUM

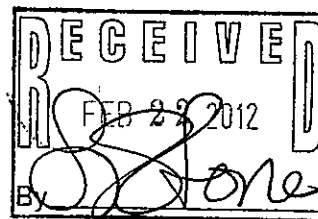
DATE: February 17, 2012
TO: School Board Members
FROM: Susan Roberts, Principal
Regarding: Request for Approval of Donation

The Florida Elementary Music Educators' Association awarded a \$1000.00 grant to Janine Jones at Osceola Magnet School for the purchase of games and activities to be used to address the Music NGSSS.

Board approval is recommended.


Susan Roberts, Principal

jm



SURPLUS PROPERTY RECORDS
AUCTION ITEMS - REVENUE GENERATING

| ASSET | DESCRIPTION 1 | DESCRIPTION 2 | ACCOUNT | | CURR VAL | GL | FUND | SERIAL | ACQ | ACQ DATE | P.O. | CNTR | BDG | ROOM | DP |
|----------|----------------------|-----------------|-----------|------------|----------|------|------|-----------------|-----|------------|----------|------|-----|------|----|
| | | | ORIG VAL | ACCUM DEPR | | | | | | | | | | | |
| 00049656 | T-74 FORK LIFT | WHSE USE | 6,999.00 | 6,999.00 | .00 | 1340 | 500 | 75286 | | 11/19/1974 | 09129 | 9999 | 00 | ACT1 | CR |
| 00057067 | BINDING MACHINE | GBC-PRINT SHOP | 1,495.00 | 1,495.00 | .00 | 1340 | 500 | | | 10/18/1985 | 62082 | 9999 | 00 | ACT1 | PS |
| 00069553 | AIR COMPRESSER | CHAMP-HRV5 5 HP | 1,200.00 | 1,200.00 | .00 | 1340 | 530 | RV153173 | | 04/30/1996 | 72460 | 9999 | 00 | ACT1 | CR |
| 00069700 | TANK, GASOLINE | 124 GAL.TANK ON | 1,150.00 | 1,150.00 | .00 | 1340 | 500 | DIESEL FUEL | | 12/15/1995 | 67836 | 9999 | 00 | ACT1 | GR |
| 00069924 | BURNISHER | POWR FLITE BURN | 1,200.00 | 1,200.00 | .00 | 1340 | 530 | C8522 | | 05/15/1996 | 71499 | 9999 | 00 | ACT1 | WC |
| 00070586 | WORK STATION | WORKSTATION W/H | 1,341.30 | 1,341.30 | .00 | 1340 | 500 | | | 07/31/1996 | 73521 | 9999 | 00 | ACT1 | CR |
| 00075830 | CANON 400 MICRFLM--W | SCANNER & PRINT | 11,887.50 | 11,887.50 | .00 | 1383 | 530 | SCANNER=AB30479 | | 01/31/2001 | 00106788 | 9999 | 00 | ACT1 | RM |
| 00077604 | MANITOWOC CUBER | W/STORAGE BIN | 2,110.00 | 2,110.00 | .00 | 1340 | 541 | 020163496 | | 02/25/2002 | 00207211 | 9999 | 00 | ACT1 | FS |
| 00080654 | POWERFLITE UPRIGHT E | HEATED ADJUSTAB | 1,499.00 | 1,499.00 | .00 | 1340 | 530 | 17667 | | 12/08/2003 | 00405704 | 9999 | 00 | ACT1 | |
| 00080708 | WHITTAKER GLS 15" MA | BLUE COMMERCIAL | 1,460.17 | 1,460.17 | .00 | 1340 | 530 | 42281 | | 01/12/2004 | 00406341 | 9999 | 00 | ACT1 | |
| 00081739 | 20"EZ FLOORKEEPER AU | SCRUBBER (6VOLT | 3,999.00 | 3,713.35 | 285.65 | 1340 | 500 | 99105BEPM04250 | | 01/31/2005 | 00505498 | 9999 | 00 | ACT1 | |
| 00082760 | 8800 LIGHT INDUSTRIA | TREADMILL FOR P | 1,999.99 | 1,523.80 | 476.19 | 1340 | 530 | 0309393 | | 03/06/2006 | 00607050 | 9999 | 00 | ACT1 | |
| 00084002 | 28" ULTRA TRAK 5 N 1 | FLOOR POLISHER | 2,250.00 | 2,062.50 | 187.50 | 1340 | 530 | 13340 | | 12/18/2006 | 00704724 | 9999 | 00 | ACT1 | WC |
| 00084663 | HOTSEY 3000 PS, | PRESSURE WASHER | 1,475.00 | 772.62 | 702.38 | 1340 | 530 | 11070330-160656 | | 11/12/2007 | 00802323 | 9999 | 00 | ACT1 | WC |
| 00085052 | CARPET PILE LIFTER | WHITTAKER | 2,280.34 | 1,004.44 | 1,275.90 | 1340 | 530 | 0847349 | | 06/30/2008 | 00810787 | 9999 | 00 | ACT1 | |
| TOTAL | | | 42,346.30 | 39,418.68 | 2,927.62 | | | | | | | | | | |

* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

SURPLUS PROPERTY RECORDS
EQUIPMENT TO RECYCLE - REVENUE GENERATING

| ASSET | DESCRIPTION 1 | DESCRIPTION 2 | ACCOUNT ORIG VAL | ACCUM DEPR | CURR VAL | GL | FUND | SERIAL | ACQ | ACQ DATE | P.O. | CNTR | BDG | ROOM | DP |
|----------|----------------------|-----------------|---------------------|------------|-----------|----------|------|-----------------|-----|------------|----------|------|-----|------|----|
| 00064104 | TELEVISION | 45"PROJECTION | 1,200.00 | 1,200.00 | .00 | 1340 | 500 | 6743 | | 04/13/1992 | 14408 | 9999 | 00 | RCY1 | |
| 00072923 | COMPUTER UNIT | PROLIANT 1600 S | 6,022.00 | 6,022.00 | .00 | 1383 | 541 | D911BWR10386 | | 07/30/1999 | 12419 | 9999 | 00 | RCY1 | FS |
| 00076115 | COMPQ DESKPRO EN (S | PIII 933MHZ | 1,637.00 | 1,637.00 | .00 | 1383 | 530 | V112DYSZB257 | | 03/27/2001 | 00109676 | 9999 | 00 | RCY1 | 00 |
| 00076735 | COMPQ DSKPRO EN #47 | MT PIII 1.0GHZ | 1,236.00 | 1,236.00 | .00 | 1383 | 541 | U133DYSZA983 | | 08/31/2001 | 00201450 | 9999 | 00 | RCY1 | FS |
| 00077765 | DELL POWEREDGE | 2500,1.26GHZ | 5,267.00 | 5,267.00 | .00 | 1383 | 500 | 2JTJ811 | | 03/11/2002 | 00207497 | 9999 | 00 | RCY1 | |
| 00078306 | FASTLANE SFTWRE | O | 2,376.00 | 2,376.00 | .00 | 1383 | 541 | W/PR# 78077 | | 08/02/2002 | 00209844 | 9999 | 00 | RCY1 | FS |
| 00079166 | DELL OPTPLX GX260T | P4,1.80GHZ | 1,147.00 | 1,147.00 | .00 | 1383 | 530 | 7PJP221 | | 12/03/2002 | 00305044 | 9999 | 00 | RCY1 | |
| 00079405 | DELL OPTPLX GX260T | P4,2.53GHZ | 1,631.00 | 1,631.00 | .00 | 1383 | 500 | DN3TD21 | | 02/24/2003 | 00306942 | 9999 | 00 | RCY1 | |
| 00079539 | DELL OPTPLX GX260D | P4,2.53GHZ | 1,449.00 | 1,449.00 | .00 | 1383 | 500 | 5HM1L21 | | 03/31/2003 | 00308265 | 9999 | 00 | RCY1 | |
| 00079896 | DELL OPTPLX GX260T | P4,2.00GHZ | 1,286.00 | 1,286.00 | .00 | 1383 | 530 | 7FWLX21 | | 06/30/2003 | 00310891 | 9999 | 00 | RCY1 | |
| 00079897 | DELL OPTPLX GX260T | P4,2.00GHZ | 1,286.00 | 1,286.00 | .00 | 1383 | 530 | DHWLX21 | | 06/30/2003 | 00310891 | 9999 | 00 | RCY1 | |
| 00079898 | DELL OPTPLX GX260T | P4,2.00GHZ | 1,286.00 | 1,286.00 | .00 | 1383 | 530 | 1JWLX21 | | 06/30/2003 | 00310891 | 9999 | 00 | RCY1 | |
| 00080024 | DELL OPTPLX GX260T | P4,2.66GHZ W/ F | 1,935.00 | 1,935.00 | .00 | 1383 | 500 | 2MVMS31 | | 08/11/2003 | 00401658 | 9999 | 00 | RCY1 | |
| 00080133 | OPTIPLEX GX270T, 3.0 | PETE JACKSON FL | 1,857.00 | 1,857.00 | .00 | 1383 | 530 | 9PR1J31 | | 09/30/2003 | 00403843 | 9999 | 00 | RCY1 | NT |
| 00080522 | COMPUTER PROJECTION | ULTRA PORTABLE | 2,189.00 | 2,189.00 | .00 | 1340 | 530 | 99J3577B2134200 | | 11/17/2003 | 00405007 | 9999 | 00 | RCY1 | NT |
| 00080995 | LATITUDE D600, 1.40 | XGA ENGLISH ATT | 1,543.66 | 1,543.66 | .00 | 1383 | 500 | 4QB8G41 | | 03/22/2004 | 00409302 | 9999 | 00 | RCY1 | |
| 00080997 | LATITUDE D600, 1.40 | XGA ENGLISH ATT | 1,543.66 | 1,543.66 | .00 | 1383 | 500 | CQB8G41 | | 03/22/2004 | 00409302 | 9999 | 00 | RCY1 | |
| 00080999 | LATITUDE D600, 1.40 | XGA ENGLISH ATT | 1,543.66 | 1,543.66 | .00 | 1383 | 500 | 2RB8G41 | | 03/22/2004 | 00409302 | 9999 | 00 | RCY1 | |
| 00081317 | OPTIPLEX GX270, 2.80 | CACHE GIGABIT N | 1,363.42 | 1,363.42 | .00 | 1383 | 500 | 3X6FO51 | | 06/21/2004 | 00412741 | 9999 | 00 | RCY1 | |
| 00081626 | OPTIPLEX GX280, SMAL | 512MB 40GB | 1,224.88 | 1,224.88 | .00 | 1383 | 500 | FWRRX51 | | 11/30/2004 | 00504347 | 9999 | 00 | RCY1 | 00 |
| 00081708 | DELL OPTIPLEX GX280 | CD-RW 1703 ULTR | 1,263.76 | 1,263.76 | .00 | 1383 | 530 | C4W4G61 | | 01/18/2005 | 00506232 | 9999 | 00 | RCY1 | |
| 00081825 | OPTIPLEX GX280, SMAL | 512 ULTRA SHARP | 1,224.88 | 1,224.88 | .00 | 1383 | 500 | 4NN8R61 | | 02/07/2005 | 00507147 | 9999 | 00 | RCY1 | |
| 00082040 | OPTIPLEX GX280 SM MI | 3.00GHZ 1M 800 | 1,224.88 | 1,224.88 | .00 | 1383 | 530 | H1H6H71 | | 05/16/2005 | 00509272 | 9999 | 00 | RCY1 | |
| 00082073 | LATITUDE D800 PENTIU | WUXGA ENGLISH | 825.82 * | 825.82 | .00 | 1383 | 500 | 75KBJ71 | | 05/23/2005 | 00511030 | 9999 | 00 | RCY1 | 23 |
| 00082073 | LATITUDE D800 PENTIU | WUXGA ENGLISH | 1,500.00 * | 1,500.00 | .00 | 1383 | 530 | 75KBJ71 | | 05/23/2005 | 00511030 | 9999 | 00 | RCY1 | 23 |
| 00082108 | OPTIPLEX GX280,SM MI | 3.00GHZ 1M 800F | 674.64 * | 674.64 | .00 | 1383 | 500 | 7HBSK71 | | 06/16/2005 | 00511101 | 9999 | 00 | RCY1 | |
| 00082108 | OPTIPLEX GX280,SM MI | 3.00GHZ 1M 800F | 550.24 * | 550.24 | .00 | 1383 | 530 | 7HBSK71 | | 06/16/2005 | 00511101 | 9999 | 00 | RCY1 | |
| 00082220 | TIME CLOCKMODULE, CE | FOOD SERVICE | 1,995.00 | 1,805.00 | 190.00 | 1382 | 541 | | | 03/21/2005 | 00506900 | 9999 | 00 | RCY1 | FS |
| 00082226 | PB8240XGA 2500LUME | MM PROJECTOR 8L | 1,399.99 | 1,399.99 | .00 | 1383 | 542 | PDE6500315TVO | | 06/30/2005 | 00511504 | 9999 | 00 | RCY1 | CP |
| 00082386 | ROCKETSCAN FOR MEAL | PROCESSING VERI | 2,850.00 | 2,850.00 | .00 | 1382 | 541 | MEAL APPL FORMS | | 07/13/2004 | 00500722 | 9999 | 00 | RCY1 | FS |
| 00082657 | DELL GX620 TEACHER W | PENTIUM 4 PROCE | 1,080.00 | 1,080.00 | .00 | 1383 | 530 | GRNLL91 | | 04/17/2006 | 00607967 | 9999 | 00 | RCY1 | |
| 00082716 | LATITUDE D610 PENTIU | LAPTOP | 1,846.00 | 1,846.00 | .00 | 1383 | 530 | 12F8W91 | | 05/22/2006 | 00609635 | 9999 | 00 | RCY1 | |
| 00082770 | GX620 ADMIN DESKTOP | PROCESSOR 630 W | 1,083.00 | 1,083.00 | .00 | 1383 | 500 | 2SG43B1 | | 06/30/2006 | 00610836 | 9999 | 00 | RCY1 | |
| 00082853 | LATITUDE D610 INTEL | 740 1.73GHZ 14. | 1,514.00 | 1,488.76 | 25.24 | 1383 | 530 | 4QMX6B1 | | 08/23/2006 | 00610951 | 9999 | 00 | RCY1 | |
| 00082867 | LATITUDE D610 INTEL | 740 1.73GHZ 14. | 1,514.00 | 1,488.76 | 25.24 | 1383 | 530 | GJMX6B1 | | 08/23/2006 | 00610951 | 9999 | 00 | RCY1 | |
| 00082868 | LATITUDE D610 INTEL | 740 1.73GHZ 14. | 1,514.00 | 1,488.76 | 25.24 | 1383 | 530 | 8PMX6B1 | | 08/23/2006 | 00610951 | 9999 | 00 | RCY1 | |
| 00084567 | 17" BLACK SOLOIST II | COMPUTER UNIT | 1,485.00 | 1,113.75 | 371.25 | 1383 | 541 | R70800022 | | 10/15/2007 | 00804502 | 9999 | 00 | RCY1 | |
| 00085927 | GX1000 POINT OF SERV | TERMINAL/FOOD S | .00 * | .00 | .00 | 1340 | 530 | 2GF1WH1 | | 09/14/2009 | 00907960 | 9999 | 00 | RCY1 | FS |
| 00085927 | GX1000 POINT OF SERV | TERMINAL/FOOD S | 1,815.00 | 665.50 | 1,149.50 | 1383 | 530 | 2GF1WH1 | | 09/14/2009 | 00907960 | 9999 | 00 | RCY1 | FS |
| TOTAL | | | 39 RECORDS | 64,383.49 | 62,597.02 | 1,786.47 | | | | | | | | | |

* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

ASSET SUMMARY
 OLSO MIDDLE DELETION REQUEST
 OBSOLETE JAEGER MODULES

| ASSET | DESCRIPTION 1 | DESCRIPTION 2 | ACCOUNT ORIG VAL | ACCUM DEPR | CURR VAL | GL | FUND | SERIAL | ACQ ACQ DATE | P.O. | CNTR | BDG | ROOM | DP |
|----------|-----------------------|--------------------|------------------|------------|----------|------|------|-----------------|--------------|----------|------|-----|------|----|
| 00069652 | MODULES | QUAD MODULAR WO | 9,300.00 | 9,300.00 | .00 | 1340 | 530 | DIGITAL IMAG | 11/15/1995 | 62624 | 0271 | 00 | 403 | TI |
| 00069653 | MODULES | WALL MODULAR WO | 4,800.00 | 4,800.00 | .00 | 1340 | 530 | ENERGY POWER | 11/15/1995 | 62624 | 0271 | 00 | 403 | TI |
| 00069654 | MODULES | WALL MODULAR WO | 4,300.00 | 4,300.00 | .00 | 1340 | 530 | METEOROLOGY | 11/15/1995 | 62624 | 0271 | 00 | 403 | TI |
| 00069655 | MODULES | WALL MODULAR WO | 4,300.00 | 4,300.00 | .00 | 1340 | 530 | ROBOTICS | 11/15/1995 | 62624 | 0271 | 00 | 403 | TI |
| 00069656 | MODULES | WALL MODULAR WO | 4,300.00 | 4,300.00 | .00 | 1340 | 530 | FLIGHT TECH. | 11/15/1995 | 62624 | 0271 | 00 | 403 | TI |
| 00069657 | MODULES FURNITURE | CORNER MODULAR | 2,500.00 | 2,500.00 | .00 | 1340 | 530 | AUD BROADCAST | 11/15/1995 | 62624 | 0271 | 00 | 406 | TI |
| 00069658 | MODULES | CORNER MODULAR | 2,500.00 | 2,500.00 | .00 | 1340 | 530 | CAREER EXPLO | 11/15/1995 | 62624 | 0271 | 00 | 403 | TI |
| 00069659 | MODULES | CORNER MODULAR | 2,500.00 | 2,500.00 | .00 | 1340 | 530 | TECH CAREERS | 11/15/1995 | 62624 | 0271 | 00 | 403 | TI |
| 00072805 | MODULES | CADD MODULE (MA | 1,677.00 | 1,677.00 | .00 | 1383 | 530 | CADD | 05/27/1999 | 10038 | 0271 | 00 | M403 | TI |
| 00076661 | DIGITAL DESIGN WIND | 2ND UPGRADE 3/2 | .00 * | .00 | .00 | 1383 | 530 | DIGITAL DESIGN | 01/31/2001 | 00106321 | 0271 | 00 | M403 | TI |
| 00076661 | DIGITAL DESIGN WIND | 2ND UPGRADE 3/2 | 1,673.00 * | 1,673.00 | .00 | 1382 | 530 | DIGITAL DESIGN | 01/31/2001 | 00106321 | 0271 | 00 | M403 | TI |
| 00076661 | DIGITAL DESIGN WIND | 2ND UPGRADE 3/2 | 1,361.00 * | 1,361.00 | .00 | 1382 | 530 | DIGITAL DESIGN | 01/31/2001 | 00106321 | 0271 | 00 | M403 | TI |
| 00076661 | DIGITAL DESIGN WIND | 2ND UPGRADE 3/2 | 1,811.00 * | 1,811.00 | .00 | 1382 | 500 | DIGITAL DESIGN | 01/31/2001 | 00106321 | 0271 | 00 | M403 | TI |
| 00076662 | DIGITAL VIDEO, WINDOW | UPGRADE 3/07 | .00 * | .00 | .00 | 1383 | 530 | DIGITAL VIDEO | 01/31/2001 | 00106321 | 0271 | 00 | 403 | TI |
| 00076662 | DIGITAL VIDEO, WINDOW | UPGRADE 3/07 | 1,537.00 * | 1,537.00 | .00 | 1382 | 530 | DIGITAL VIDEO | 01/31/2001 | 00106321 | 0271 | 00 | 403 | TI |
| 00076662 | DIGITAL VIDEO, WINDOW | UPGRADE 3/07 | 5,336.00 * | 5,336.00 | .00 | 1382 | 530 | DIGITAL VIDEO | 01/31/2001 | 00106321 | 0271 | 00 | 403 | TI |
| 00076662 | DIGITAL VIDEO, WINDOW | UPGRADE 3/07 | 2,082.00 * | 2,082.00 | .00 | 1382 | 500 | DIGITAL VIDEO | 01/31/2001 | 00106321 | 0271 | 00 | 403 | TI |
| 00076663 | WEATHER, WINDOWS NT | 2ND WEATHER UPG | .00 * | .00 | .00 | 1383 | 530 | WEATHER | 01/31/2001 | 00106321 | 0271 | 00 | 403 | TI |
| 00076663 | WEATHER, WINDOWS NT | 2ND WEATHER UPG | 1,946.00 * | 1,946.00 | .00 | 1382 | 530 | WEATHER | 01/31/2001 | 00106321 | 0271 | 00 | 403 | TI |
| 00076663 | WEATHER, WINDOWS NT | 2ND WEATHER UPG | 4,093.00 * | 4,093.00 | .00 | 1382 | 530 | WEATHER | 01/31/2001 | 00106321 | 0271 | 00 | 403 | TI |
| 00076663 | WEATHER, WINDOWS NT | 2ND WEATHER UPG | 2,621.00 * | 2,621.00 | .00 | 1382 | 500 | WEATHER | 01/31/2001 | 00106321 | 0271 | 00 | 403 | TI |
| 00076819 | AUDIO BROADCASTING U | UPGRADE 3/07 | .00 * | .00 | .00 | 1340 | 530 | AUDIO BROADCAST | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076819 | AUDIO BROADCASTING U | UPGRADE 3/07 | 1,662.00 * | 1,662.00 | .00 | 1382 | 530 | AUDIO BROADCAST | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076819 | AUDIO BROADCASTING U | UPGRADE 3/07 | 1,568.00 * | 1,568.00 | .00 | 1382 | 530 | AUDIO BROADCAST | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076819 | AUDIO BROADCASTING U | UPGRADE 3/07 | 1,791.00 * | 1,791.00 | .00 | 1382 | 500 | AUDIO BROADCAST | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076820 | ROBOTICS UPGRADE | ROBOLAB STATER | 5,788.75 * | 5,788.75 | .00 | 1340 | 530 | ROBOTICS | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076820 | ROBOTICS UPGRADE | ROBOLAB STATER | 4,739.00 * | 4,739.00 | .00 | 1382 | 530 | ROBOTICS | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076820 | ROBOTICS UPGRADE | ROBOLAB STATER | 3,006.00 * | 3,006.00 | .00 | 1382 | 500 | ROBOTICS | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076821 | ENERGY/POWER/MECHANI | 2ND ENEGY/POWER | .00 * | .00 | .00 | 1340 | 530 | ENERGY/POWER/ME | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076821 | ENERGY/POWER/MECHANI | 2ND ENEGY/POWER | 3,301.00 * | 3,301.00 | .00 | 1382 | 530 | ENERGY/POWER/ME | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076821 | ENERGY/POWER/MECHANI | 2ND ENEGY/POWER | 1,031.00 * | 1,031.00 | .00 | 1382 | 530 | ENERGY/POWER/ME | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076821 | ENERGY/POWER/MECHANI | 2ND ENEGY/POWER | 2,437.00 * | 2,437.00 | .00 | 1382 | 500 | ENERGY/POWER/ME | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076822 | FLIGHT TECH UPGRADE | W/STARTER KIT | .00 * | .00 | .00 | 1340 | 530 | FLIGHT TECH | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076822 | FLIGHT TECH UPGRADE | W/STARTER KIT | 1,989.00 * | 1,989.00 | .00 | 1382 | 530 | FLIGHT TECH | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076822 | FLIGHT TECH UPGRADE | W/STARTER KIT | 1,313.00 * | 1,313.00 | .00 | 1382 | 530 | FLIGHT TECH | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076822 | FLIGHT TECH UPGRADE | W/STARTER KIT | 2,380.00 * | 2,380.00 | .00 | 1382 | 500 | FLIGHT TECH | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076823 | COMP GRAPHICS | 3R & ANIM. UPGRADE | .00 * | .00 | .00 | 1340 | 530 | COMP GRAPHICS | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076823 | COMP GRAPHICS | 3R & ANIM. UPGRADE | 1,829.00 * | 1,829.00 | .00 | 1382 | 530 | COMP GRAPHICS | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076823 | COMP GRAPHICS | 3R & ANIM. UPGRADE | 1,611.00 * | 1,611.00 | .00 | 1382 | 530 | COMP GRAPHICS | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076823 | COMP GRAPHICS | 3R & ANIM. UPGRADE | 1,946.00 * | 1,946.00 | .00 | 1382 | 500 | COMP GRAPHICS | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076824 | ELECTRICITY UPGRADE | 2ND ELECTRICITY | .00 * | .00 | .00 | 1340 | 530 | ELECTRICITY | 06/30/2001 | 00053061 | 0271 | 00 | M403 | TI |
| 00076824 | ELECTRICITY UPGRADE | 2ND ELECTRICITY | 1,406.00 * | 1,406.00 | .00 | 1382 | 530 | ELECTRICITY | 06/30/2001 | 00053061 | 0271 | 00 | M403 | TI |
| 00076824 | ELECTRICITY UPGRADE | 2ND ELECTRICITY | 1,305.00 * | 1,305.00 | .00 | 1382 | 530 | ELECTRICITY | 06/30/2001 | 00053061 | 0271 | 00 | M403 | TI |
| 00076824 | ELECTRICITY UPGRADE | 2ND ELECTRICITY | 1,488.00 * | 1,488.00 | .00 | 1382 | 500 | ELECTRICITY | 06/30/2001 | 00053061 | 0271 | 00 | M403 | TI |
| 00076826 | GRAPHIC DESIGN LEVEL | | 4,001.00 * | 4,001.00 | .00 | 1340 | 530 | GRAPHIC DESIGN | 06/30/2001 | 00053061 | 0271 | 00 | M309 | TI |
| 00076827 | RESEARCH/DESIGN | 2ND RESEARCH/DE | .00 * | .00 | .00 | 1340 | 530 | RESEARCH& DESIG | 06/30/2001 | 00053061 | 0271 | 00 | M403 | TI |
| 00076827 | RESEARCH/DESIGN | 2ND RESEARCH/DE | 1,335.00 * | 1,335.00 | .00 | 1382 | 530 | RESEARCH& DESIG | 06/30/2001 | 00053061 | 0271 | 00 | M403 | TI |
| 00076827 | RESEARCH/DESIGN | 2ND RESEARCH/DE | 2,096.00 * | 2,096.00 | .00 | 1382 | 530 | RESEARCH& DESIG | 06/30/2001 | 00053061 | 0271 | 00 | M403 | TI |
| 00076827 | RESEARCH/DESIGN | 2ND RESEARCH/DE | 1,892.00 * | 1,892.00 | .00 | 1382 | 500 | RESEARCH& DESIG | 06/30/2001 | 00053061 | 0271 | 00 | M403 | TI |

* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

ASSET SUMMARY
 OLSO MIDDLE DELETION REQUEST
 OBSOLETE JAEGER MODULES

| ASSET | DESCRIPTION 1 | DESCRIPTION 2 | ACCOUNT ORIG VAL | ACCUM DEPR | CURR VAL | GL | FUND | SERIAL | ACQ ACQ DATE | P.O. | CNTR | BDG | ROOM | DP |
|----------|----------------------|-----------------|---------------------|------------|----------|------|------|-----------------|-----------------|----------|------|-----|------|----|
| 00076828 | IMPULSE RACE SYS | W/ RES/DES MODU | 1,094.00 | 1,094.00 | .00 | 1340 | 530 | IMPULSE RACE | 06/30/2001 | 000 | | | | |
| 00076829 | SMOKE WIND TUNNEL | W/ RES & DES MO | 1,919.00 | 1,919.00 | .00 | 1340 | 530 | SMOKE WIND TUNN | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076830 | ROCKETRY & SPACE MOD | 2ND ROCKET SCIE | .00 * | .00 | .00 | 1340 | 530 | ROCKETRY & SPAC | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076830 | ROCKETRY & SPACE MOD | 2ND ROCKET SCIE | 2,325.00 * | 2,325.00 | .00 | 1382 | 530 | ROCKETRY & SPAC | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076830 | ROCKETRY & SPACE MOD | 2ND ROCKET SCIE | 1,954.00 * | 1,954.00 | .00 | 1382 | 530 | ROCKETRY & SPAC | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076830 | ROCKETRY & SPACE MOD | 2ND ROCKET SCIE | 1,227.00 * | 1,227.00 | .00 | 1382 | 530 | ROCKETRY & SPAC | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00076830 | ROCKETRY & SPACE MOD | 2ND ROCKET SCIE | 1,666.00 * | 1,666.00 | .00 | 1382 | 500 | ROCKETRY & SPAC | 06/30/2001 | 00053061 | 0271 | 00 | 403 | TI |
| 00078645 | ENGINEERING BRIDGES | UPGRADED 2005 | 1,667.00 * | 1,468.55 | 198.45 | 1382 | 500 | ENGINEERING BRI | 05/09/2005 | 00507486 | 0271 | 00 | 403 | TI |
| 00078645 | ENGINEERING BRIDGES | UPGRADED 2005 | 1,637.00 * | 1,442.12 | 194.88 | 1382 | 530 | ENGINEERING BRI | 05/09/2005 | 00507486 | 0271 | 00 | 403 | TI |
| 00078646 | ENGINEERING TOWERS | UPGRADED 2005 | 1,700.00 * | 1,700.00 | .00 | 1382 | 500 | ENGINEERING TOW | 03/28/2002 | 00207176 | 0271 | 00 | M403 | TI |
| 00078646 | ENGINEERING TOWERS | UPGRADED 2005 | .00 * | .00 | .00 | 1382 | 530 | ENGINEERING TOW | 03/28/2002 | 00207176 | 0271 | 00 | M403 | TI |
| 00078646 | ENGINEERING TOWERS | UPGRADED 2005 | 2,631.00 * | 2,631.00 | .00 | 1382 | 530 | ENGINEERING TOW | 03/28/2002 | 00207176 | 0271 | 00 | M403 | TI |
| 00078647 | DIGITAL TRANSPORTATI | (W/STARTUPKIT | 2,478.00 * | 2,478.00 | .00 | 1382 | 500 | DIGITAL TRANSP | 03/28/2002 | 00207176 | 0271 | 00 | 403 | TI |
| 00078647 | DIGITAL TRANSPORTATI | (W/STARTUPKIT | .00 * | .00 | .00 | 1382 | 530 | DIGITAL TRANSP | 03/28/2002 | 00207176 | 0271 | 00 | 403 | TI |
| 00078647 | DIGITAL TRANSPORTATI | (W/STARTUPKIT | 1,704.00 * | 1,704.00 | .00 | 1382 | 530 | DIGITAL TRANSP | 03/28/2002 | 00207176 | 0271 | 00 | 403 | TI |
| 00081363 | FOOD SCIENCE HOME EC | MODULE MATTHEW | 3,369.00 * | 3,369.00 | .00 | 1382 | 530 | FOOD SCIENCE HO | 03/08/2004 | 00407205 | 0271 | 00 | M309 | TI |
| 00081363 | FOOD SCIENCE HOME EC | MODULE MATTHEW | 1,448.00 * | 1,448.00 | .00 | 1382 | 500 | FOOD SCIENCE HO | 03/08/2004 | 00407205 | 0271 | 00 | M309 | TI |
| 00081364 | PERSONAL FINANCE MOD | MATTHEWS/OSLO | 2,325.00 * | 2,325.00 | .00 | 1382 | 530 | PERSONAL FINANC | 03/08/2004 | 00407205 | 0271 | 00 | M135 | TI |
| 00081364 | PERSONAL FINANCE MOD | MATTHEWS/OSLO | 2,784.00 * | 2,784.00 | .00 | 1382 | 500 | PERSONAL FINANC | 03/08/2004 | 00407205 | 0271 | 00 | M135 | TI |
| 00081365 | SEWING & DESIGN MODU | MATTHEWS/OSLO | 2,255.44 * | 2,255.44 | .00 | 1382 | 530 | SEWING & DESIGN | 03/08/2004 | 00407205 | 0271 | 00 | M402 | TI |
| 00081365 | SEWING & DESIGN MODU | MATTHEWS/OSLO | 4,710.00 * | 4,710.00 | .00 | 1382 | 500 | SEWING & DESIGN | 03/08/2004 | 00407205 | 0271 | 00 | M402 | TI |
| 00081584 | COLLEAGUE ELECTRONIC | SYSTEM UPGRADE | 2,795.00 | 2,795.00 | .00 | 1382 | 530 | COLLEAGUE ELECT | 05/17/2004 | 00407597 | 0271 | 00 | M403 | TI |
| 00081600 | TEAM MISSIONS: ARCHI | EXPLORING/ROBIT | 1,083.00 * | 1,083.00 | .00 | 1382 | 500 | TEAM MISSIONS | 05/17/2004 | 00407597 | 0271 | 00 | M403 | TI |
| 00081600 | TEAM MISSIONS: ARCHI | EXPLORING/ROBIT | 5,398.00 * | 5,398.00 | .00 | 1382 | 542 | TEAM MISSIONS | 05/17/2004 | 00407597 | 0271 | 00 | M403 | TI |
| 00081601 | SPECTRUM LAB MANAGEM | MARJORIE ROYAL/ | 3,133.00 | 3,133.00 | .00 | 1382 | 500 | N/A | 05/17/2004 | 00407597 | 0271 | 00 | M403 | TI |
| 00082764 | APPLIED EDUCATIONAL | NETWORK/LAB FOR | 2,500.00 | 2,053.57 | 446.43 | 1382 | 542 | N/A | 10/10/2005 | 00601937 | 0271 | 00 | M422 | TI |
| 00082965 | BAKING & MEASUREMENT | MODULE (FOR-PEN | 4,761.00 * | 3,457.39 | 1,303.61 | 1382 | 530 | BAKING & MEASUR | 06/15/2006 | 00607775 | 0271 | 00 | M309 | TI |
| 00082965 | BAKING & MEASUREMENT | MODULE (FOR-PEN | 2,360.00 * | 1,713.81 | 646.19 | 1382 | 500 | BAKING & MEASUR | 06/15/2006 | 00607775 | 0271 | 00 | M309 | TI |
| 00084168 | BASIC SEWING W/START | FCS LAB/MODULE | 2,119.00 | 1,311.76 | 807.24 | 1382 | 500 | BASIC SEWING | 03/12/2007 | 00705798 | 0271 | 00 | M422 | TI |
| 00084169 | BREAKFAST NUTRITION | FCS LAB MODULE | 1,815.00 | 1,123.57 | 691.43 | 1382 | 500 | BREAKFAST NUTRI | 03/12/2007 | 00705798 | 0271 | 00 | M422 | TI |
| 00084170 | CLOTHING CARE | FOR FCS LAB MOD | 2,013.00 | 1,246.14 | 766.86 | 1382 | 500 | CLOTHING CARE | 03/12/2007 | 00705798 | 0271 | 00 | M422 | TI |
| 00084171 | ENTREPRENEURSHIP:CHI | FCS LAB MODULE | 1,408.00 | 871.62 | 536.38 | 1382 | 500 | ENTREPRENUERSHI | 03/12/2007 | 00705798 | 0271 | 00 | M422 | TI |
| 00084172 | FAMILIES | FCS LAB MODULE | 1,097.00 | 679.09 | 417.91 | 1382 | 500 | FAMILIES | 03/12/2007 | 00705798 | 0271 | 00 | M422 | TI |
| 00084173 | FASHION & TEXTILES | FCS LAB MODULE | 1,099.00 | 680.33 | 418.67 | 1382 | 500 | FASHION/TEXTILE | 03/12/2007 | 00705798 | 0271 | 00 | M422 | TI |
| 00084174 | FITNESS & HEALTH | FCS LAB MODULE | 1,711.00 | 1,059.19 | 651.81 | 1382 | 500 | FITNESS/HEALTH | 03/12/2007 | 00705798 | 0271 | 00 | M422 | TI |
| 00084175 | INTERIOR DESIGN | FCS LAB MODULE | 1,845.00 | 1,142.14 | 702.86 | 1382 | 500 | INTERIOR DESIGN | 03/12/2007 | 00705798 | 0271 | 00 | M422 | TI |
| 00084176 | LIFE SKILLS | FCS LAB MODULE | 1,246.00 | 771.33 | 474.67 | 1382 | 500 | LIFE SKILLS | 03/12/2007 | 00705798 | 0271 | 00 | M422 | TI |
| 00084177 | MICROWAVE COOKING & | FCS LAB MODULE | 1,609.00 | 996.05 | 612.95 | 1382 | 500 | MICROWAVE COOKI | 03/12/2007 | 00705798 | 0271 | 00 | M422 | TI |
| 00084178 | SNACK NUTRITION | FCS LAB MODULE | 2,050.00 | 1,269.05 | 780.95 | 1382 | 500 | SNACK NUTRITION | 03/12/2007 | 00705798 | 0271 | 00 | M422 | TI |
| TOTAL | | | 187,487.19 | 177,835.90 | 9,651.29 | | | | | | | | | |

* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

- Count of 45 modules -

Project Application

Please return to:

Florida Department of Education
Bureau of Grants Management
Room 332B Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400
Telephone: (850) 245-0498

Program Name:

Adult Education and Family Literacy
Adult General Education
Continuation
Fiscal Year 2012-2013

DOE USE ONLY

Date Received

B) Name and Address of Eligible Applicant:

School District of Indian River County
Adult and Community Education School
1426 19th Street
Vero Beach, FL 32960

Project Number (DOE Assigned)

C) Total Funds Requested:

\$ 206,605

D)

Applicant Contact Information

Contact Name:
Ruth A. Shaw, Coordinator

Mailing Address:
1426 19th Street, Vero Beach, FL 32960

Telephone Number:
772-564-4995

SunCom Number:

Fax Number:
772-564-4977

E-mail Address:
Ruth.shaw@indianriverschools.org

DOE USE ONLY

Total Approved Project:

CERTIFICATION

I, Frances J. Adams, do hereby certify that all facts, figures, and representations made in this application are true, correct, and consistent with the statement of general assurances and specific programmatic assurances for this project. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

E) _____
Signature of Agency Head

DOE 100A
Revised 12/07



A) School District of Indian River County
 Name of Eligible Recipient/Fiscal Agent

B) _____
 DOE Assigned Project Number

C) TAPS Number

13B001

**FLORIDA DEPARTMENT OF EDUCATION
 BUDGET NARRATIVE FORM**

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
|----------|--------|---|--------------|----------|-----------------------------|------------------------|-------------------------|------------------------|
| FUNCTION | OBJECT | ACCOUNT TITLE AND NARRATIVE | FTE POSITION | AMOUNT | % ALLOCATED to this PROJECT | ALLOWABLE DOE USE ONLY | REASONABLE DOE USE ONLY | NECESSARY DOE USE ONLY |
| 5400 | 1001 | Salary: Full-time ABE/GED Teacher to provide direct instruction in Adult Education programs. | 1 | \$53,656 | 100% | | | |
| 5400 | 1001 | Salary: Full-time Career Pathway Teacher to conduct student orientation, CHOICES, and develop student career and education plans. | 1 | \$35,500 | 100% | | | |
| 5400 | 1060 | Salaries: Part-time ABE/GED/ESL teachers to provide direct instruction to students (6 teachers x 432 hours--36 weeks x 12 hours a week---x \$18/hour) | 1 | \$46,656 | 100% | | | |
| 5400 | 1060 | Salaries: Part-time ABE/GED/ESL teacher assistants (2 assistants x 432 hours—36 weeks x 12 hours--x \$14.23/hour) | 0.25 | \$12,295 | 100% | | | |
| 5400 | 2101 | Employee Benefits, Retirement (.0985): Contributions to retirement plan for a full-time teacher | 1 | \$5,285 | 100% | | | |

| | | | | | | | | |
|------|------|---|------|---------|------|--|--|--|
| 5400 | 2101 | Employee Benefits, Retirement (.0985): Contributions to retirement plan for a full-time teacher | 1 | \$3,497 | 100% | | | |
| 5400 | 2160 | Employee Benefits, Retirement (.0985) Contributions to retirement plan for part-time teachers and teacher assistants | 1.25 | \$5,807 | 100% | | | |
| 5400 | 2201 | Employee Benefits, Social Security (.0765) Contributions to retirement plan for a full-time teacher | 1 | \$4,105 | 100% | | | |
| 5400 | 2201 | Employee Benefits, Social Security (.0765) Contributions to retirement plan for a full-time teacher | 1 | \$2,716 | 100% | | | |
| 5400 | 2260 | Employee Benefits, Social Security (.0765) Contributions to retirement plan for part-time teachers and teacher assistants | 1.25 | \$4,510 | 100% | | | |
| 5400 | 2401 | Employee Benefits, Worker's Compensation (.0328) Contributions to retirement plan for a full-time teacher | 1 | \$1,760 | 100% | | | |
| 5400 | 2401 | Employee Benefits, Worker's Compensation (.0328) Contributions to retirement plan for a full-time teacher | 1 | \$1,164 | 100% | | | |
| 5400 | 2460 | Employee Benefits, Worker's Compensation (.0328) Contributions to retirement plan for part-time teachers and teacher assistants | 1.25 | \$2,954 | 100% | | | |
| 5400 | 2301 | Employee Benefits, Health Insurance Contributions to retirement plan for a full-time teacher | 1.0 | \$4,698 | 100% | | | |
| 5400 | 2301 | Employee Benefits, Health Insurance Contributions to retirement plan for a full-time teacher | 1.0 | \$4,698 | 100% | | | |

| | | | | | | | | |
|-----------------|------|---|--|------------------|------|--|--|--|
| 5400 | 3300 | Travel: Travel will support 3 instruction teachers attend the Adult Education Conference; expenditures for costs of registration (\$1,275), transportation (\$428), lodging (\$744) and meals (\$297)=\$2,744 | | \$2,744 | 100% | | | |
| 5400 | 3900 | Purchase an advertisement for La Voz News (\$171 per week for 10 weeks) for student recruitment | | \$1,710 | 100% | | | |
| 5400 | 5100 | Supplies: Copy copier, file folders, pencils and cap erasers, hanging file folders, portfolio folders, colored pens, ink cartridges, calculators, white board markers, headphones, white board cleaners, postcards, fliers, brochures | | \$2,520 | 100% | | | |
| 5400 | 7900 | Indirect Cost (5%) | | \$10,330 | 100% | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| D) TOTAL | | | | \$206,605 | | | | |

DOE 101 S
Rev. 08/10

DOE USE ONLY (Program)

I certify that the cost for each line item budget category has been evaluated and determined to be

allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes.

Documentation is on file evidencing the methodology used and the conclusions reached.

Name

Signature

Title

Date

DOE USE ONLY (Grants Management)

I certify that the cost for each line item budget category has been evaluated and determined to be allowable as required by Section 216.3475, Florida Statutes.

Documentation is on file evidencing the methodology used and the conclusions reached.

Name

Signature

Title

Date

**Adult Education and Family Literacy
Adult General Education**

Continuation - Fiscal Year 2012-2013

APPLICATION REVIEW CRITERIA AND CHECKLIST

- Include this form in the application package.
- Place all items requested in the order indicated below.
- Include only the items requested.
- Place page numbers on every page consecutively, at the bottom, beginning with the DOE 100A as page one of the application package. Page numbers written by hand are permissible if electronic numbering is a problem.
- Place a binder clip in the upper left corner of the complete application package (no spiral bindings, notebooks or cover pages).

| | | | Complete | Incomplete |
|--------------------------|---|------------|----------|------------|
| 1 | DOE 100A, Project Application – with original signature | 1 | | |
| 2 | DOE 101S, Budget Narrative Form | 2 | | |
| 3 | Application Review Criteria and Checklist Form - this page | 6 | | |
| 4 | Student Data Summary Form/Screen | 7 | | |
| 5 | Self-Evaluation Form | 11 | | |
| 6 | Projected Equipment Purchases Form or other equipment documentation - <i>if applicable</i> | N/A | | |
| 7 | Project Performance and Accountability Form | 14 | | |
| 8 | Regional Workforce Board Coordination Assurance Form | 15 | | |
| 9 | Contractual Service Agreements – <i>as applicable</i> | N/A | | |
| NARRATIVE SECTION | | | | |
| 10 | 1. Project Abstract or Summary | 16 | | |
| | 2. Project Planning and Design (a-m) | 17 | | |
| | 3. Evaluation | 22 | | |
| | 4. Support for Strategic Plan | 23 | | |
| | 5. General Education Provisions Act (GEPA) – one page | 23 | | |
| | 8. Budget | 24 | | |

PRINT FIRMLY AND CHECK ALL APPROPRIATE BOXES

School District of Indian River County ADULT & COMMUNITY EDUCATION REGISTRATION

PHONE • 772-564-4970
FAX • 772-564-4977

| LAST NAME | FIRST | MIDDLE | JR. SR. III | SOCIAL SECURITY # | FLORIDA STUDENT NO. |
|-----------|-------|--------|-------------|-------------------|---------------------|
| - | - | - | - | - | - |

| MAIDEN LAST NAME | DRIVERS LICENSE # | CHECK THE HIGHEST LEVEL OF EDUCATION YOU HAVE COMPLETED |
|------------------|-------------------|---|
|------------------|-------------------|---|

| PERMANENT ADDRESS | HOW DID YOU HEAR ABOUT US? |
|-------------------|----------------------------|
|-------------------|----------------------------|

| | |
|--|---|
| House # _____ Street _____ Apt. # _____ City _____ State _____ Zip Code _____ | <input type="checkbox"/> 8th Grade or Less <input type="checkbox"/> 9th Grade or Above/No Diploma <input type="checkbox"/> High School Diploma/GED <input type="checkbox"/> Post Secondary College Credit <input type="checkbox"/> Associate Arts Degree <input type="checkbox"/> Bachelor Degree or Above <input type="checkbox"/> Class Schedule / Flyer (Where did you receive/see?) <input type="checkbox"/> Other _____ |
|--|---|

| MAILING ADDRESS OR P.O. BOX | THE FOLLOWING QUESTIONS ARE REQUIRED BY FEDERAL AND STATE AGENCIES SUPPLYING EDUCATIONAL FUNDING FOR TARGETED POPULATIONS |
|-----------------------------|---|
|-----------------------------|---|

| | |
|--|--|
| House # _____ Street _____ Apt. # _____ City _____ State _____ Zip Code _____ | ADULT STUDENT GOAL (CHECK ONE THAT BEST DESCRIBES YOUR GOAL) (A) <input type="checkbox"/> Employment (B) <input type="checkbox"/> Improved Employment (C) <input type="checkbox"/> Retain Employment (D) <input type="checkbox"/> Pass GED (E) <input type="checkbox"/> Obtain High School Diploma (F) <input type="checkbox"/> Advance to Postsecondary Level (G) <input type="checkbox"/> Learn English (H) <input type="checkbox"/> Join Military (I) <input type="checkbox"/> Citizenship (J) <input type="checkbox"/> Improve Basic Skills (Z) <input type="checkbox"/> Non applicable |
|--|--|

| | |
|---|---|
| HOME PHONE (____) _____ CELL PHONE (____) _____ WORK PHONE (____) _____ BIRTHDATE ____/____/____ | (CHECK ALL THAT APPLY) <input type="checkbox"/> Veteran <input type="checkbox"/> Incarcerated <input type="checkbox"/> Economically Disadvantaged * <input type="checkbox"/> Learn English as 2nd Language <input type="checkbox"/> Unemployed and Available for Work <input type="checkbox"/> Unemployed and Unavailable for Work <input type="checkbox"/> Homeless <input type="checkbox"/> Displaced Homemaker * <input type="checkbox"/> Academically Disadvantaged * * See Reverse |
|---|---|

| | |
|--|---|
| E-MAIL _____ Race and Gender Responses are Voluntary RACE <input type="checkbox"/> White <input type="checkbox"/> Black <input type="checkbox"/> Asian, Pacific Islander <input type="checkbox"/> American Indian, Alaskan <input type="checkbox"/> Hispanic <input type="checkbox"/> Multiracial | GENDER <input type="checkbox"/> Female <input type="checkbox"/> Male |
|--|---|

| | |
|--|--|
| RESIDENCY <input type="checkbox"/> US Citizen <input type="checkbox"/> Florida Resident <input type="checkbox"/> Resident Alien <input type="checkbox"/> Out of State, U.S. Resident <input type="checkbox"/> Non-Resident Alien | City, State & Country of Birth _____ Emergency Contact Name _____ Phone(____) _____ Emergency Contact Language <input type="checkbox"/> English <input type="checkbox"/> Spanish |
|--|--|

REFUND POLICY - NO REFUND GRANTED IF REQUESTED LATER THAN 5 WORKING DAYS BEFORE CLASS BEGINS. REGISTRATION FEE IS NON-REFUNDABLE UNLESS CLASS IS CANCELLED. PRICES SUBJECT TO CHANGE DUE TO INCREASE IN TEXTBOOK COST.

I HAVE READ AND UNDERSTAND THIS POLICY. INITIAL: _____

DO NOT WRITE BELOW THIS LINE

| Day | Class Time | Room No. | Facility | Course name: | Beg. Date | End Date |
|------------------------------|------------------------|-------------------|-------------------|-----------------|------------------|----------|
| M T W TH F S | | | | Course Number | | |
| Total # of class hours _____ | Registration Fee _____ | Tuition Fee _____ | Scholarship _____ | Cash _____ | Check _____ | |
| Book Fee _____ | Materials Fee _____ | Testing Fee _____ | Sponsor _____ | Receipt # _____ | Total Cost _____ | |

Our Mission: The Adult and Community Education School provides lifelong learning opportunities and career educational programs in an atmosphere of encouragement and support.

THE SCHOOL BOARD OF INDIAN RIVER COUNTY ASSURES EQUAL ACCESS IN ALL COURSES FOR ELIGIBLE STUDENTS.
 White/Student Pink/Instructor Manila/Office

001/1996-ACE
REV 2008
GS7-Item#92

*** ECONOMICALLY DISADVANTAGED**

is an individual (other than those with disabilities) who have economic disadvantages AND WHO REQUIRED SPECIAL SERVICES AND ASSISTANCE IN ORDER TO SUCCEED IN CAREER EDUCATION PROGRAMS. The student or the parent or guardian of the student is eligible for AFDC, food stamps, a Student Education Opportunity Grant, federal vocational workstudy, or a Job Training Partnership Act program. The student is the recipient of a Pell Grant or comparable state program of need-based financial assistance (e.g. Federal, Migrant Program, Postsecondary Financial Aid). The student's annual income is at or below the official poverty level.

Pursuant to Florida Statute 119.07, the School District of Indian River County requires the collection of Social Security for all employees/students for the purpose of business services and required state and federal reporting. SDIRC is committed to protecting the privacy of employees/students as well as other individuals associated with the District.

*** ACADEMICALLY DISADVANTAGED**

is an individual (other than those with disabilities) who have academic disadvantages AND WHO REQUIRE SPECIAL SERVICES AND ASSISTANCE IN ORDER TO SUCCEED IN CAREER EDUCATION PROGRAMS. This includes individuals who are: migrant, limited English proficient; high school drop outs or potential high school drop outs; or enrolled in remedial instruction in reading, writing, or mathematics.

THE FOLLOWING QUESTIONS ARE REQUIRED BY FEDERAL AND STATE AGENCIES SUPPLYING EDUCATIONAL FUNDING FOR TARGETED POPULATION

EMPLOYMENT STATUS

- Employed (Unsubsidized)
- Unemployed - Looking for unsubsidized employment
- Unemployed - Not in labor force

(included subsidized employment, retirees, homemakers & volunteers)

(CHECK ALL THAT APPLY)

- Veteran
- Incarcerated
- Receiving Public Assistance
- Homeless
- Single Parent
- Maintain Driver's License
- Court-Ordered
- TANF - Cash Assistance
- AHS/GED/ABE/ESOL
- Documented Disability (Confidential File)

ADULT STUDENT GOAL

(CHECK ONE THAT BEST DESCRIBES YOUR GOAL)

- (A) Obtain a Job
- (B) Retain Employment
- (C) Pass GED
- (D) Obtain High School Diploma
- (E) Advance to Postsecondary Level
- (F) Improve English Skills
- (G) Citizenship
- (H) Improve Basic Skills

Date: _____ 1st Payment _____ Balance _____ Receipt No. _____ Initial _____

Date: _____ 2nd Payment _____ Balance _____ Receipt No. _____ Initial _____

Date: _____ 3rd Payment _____ Balance _____ Receipt No. _____ Initial _____

Paid in full: _____

TABE Reporting Sheet

Last Name (PRINT) _____ First Name (PRINT) _____ Withdrawal Code _____

Social Security # _____ - _____ - _____ Student ID# _____ Date of Birth ____/____/____

Mailing Address _____

House # Street City State Zip Code

Site _____ Phone (____) _____ Home (____) _____ Cell _____

| Level Ranges | Date | | | Form | | | Date | | | Form | | |
|--------------|--------|--------|-----|--------|--------|-----|--------|--------|-----|------|--|--|
| | Test 1 | Levels | LCP | Test 2 | Levels | LCP | Test 3 | Levels | LCP | | | |
| ABE (0-8.9) | R | | | R | | | R | | | | | |
| | M | | | M | | | M | | | | | |
| | L | | | L | | | L | | | | | |
| GED (9-12.9) | Date | | | Form | | | Date | | | Form | | |
| | Test 4 | Levels | LCP | Test 5 | Levels | LCP | Test 6 | Levels | LCP | | | |
| | R | | | R | | | R | | | | | |
| | M | | | M | | | M | | | | | |
| | L | | | L | | | L | | | | | |

| | |
|---|--------------------|
| <p>TABE Scores</p> <p>0.0-1.9 B</p> <p>2.0-3.9 F</p> <p>4.0-5.9 H</p> <p>6.0-8.9 J</p> <p>9.0-11.9 K</p> <p>11.0-12.9 L</p> | <p>TABE Levels</p> |
|---|--------------------|

Reason for Leaving: _____

School District of Indian River County

Adult and Community Education

ELL Student Withdrawal Code Form

Programs: Citrus _____ D-Town _____ FELL _____ FLC _____ THOMP _____ OR ISL _____ SRHS _____

| | |
|---|--|
| Date: _____ Student Entry Date: _____ Student Withdrawal Date: _____ Withdrawal Code: 40 _____ 41 _____ 47 _____ Other _____ | Student Name: _____ Student ID Number _____ Teacher: _____ Teacher: _____ |
|---|--|

Print
Sign

CASAS - Standard Scores

| SPL / Titles | Level | LCP @ Completion | Score Range | Entry Score Date: _____ | Retest Score Date: _____ | Retest Score Date: _____ | Exit Score Date: _____ |
|-------------------|-------|---------------------|-------------|----------------------------|-----------------------------|-----------------------------|---------------------------|
| Foundations | 1 | A | 0-180 | | | | |
| Low Beginning | 2 | B | 181-190 | | | | |
| High Beginning | 3 | C | 191-200 | | | | |
| Low Intermediate | 4 | D | 201-210 | | | | |
| High Intermediate | 5 | E | 211-220 | | | | |
| Advanced | 6 | F | 221 - 235 | | | | |

Form Rev. 6-19-6
Run: 5/3/2011 @ 10:19 AM

2007 Withdrawal Form 6-19-6 R

**Self-Evaluation Form
Adult Education and Family Literacy Projects**

Projects recommended for FY 2012-2013 continuation funding must show successful performance accomplishments during the 2011-12 project year. Any shortfalls or negative answer(s) must be explained below.

See Checklist (last page of this RFA document) for proper placement of this form in the application package.

Agency name: Adult and Community Education School County: Indian River

Project # for 2011-12: 310-1912A-2CG01 Form prepared by (name and title): Ruth A. Shaw, Coordinator

Agency project coordinator (name and title): Ruth A. Shaw, Coordinator E-mail: ruth.shaw@indianriverschools.org

Agency staff designated to submit the NRS Reports through the online database:

(Name and title): Ruth A. Shaw, Coordinator E-mail: ruth.shaw@indianriverschools.org

Mailing address: 1426 19th Street, Vero Beach FL Zip 32960

Phone number: 772-564-4995 Fax number: 772-564-4977

Cells will expand when text is typed.

| Evaluation of FY 2011-12 Project | ✓ YES | ✓ NO | If NO, recipient must adequately explain any changes. Use 12-point font and single spacing. |
|--|----------|---------|--|
| The agency project coordinator <u>understands requirements</u> of the National Reporting System (NRS) on-line reporting via the Internet. | X | | |
| The agency project coordinator <u>has attended or identified a date to attend training</u> for National Reporting System (NRS) provided by the FL Dept. of Education, Division Career and Adult Education. | X | | |

| Evaluation of FY 2011-12 Project | ✓ YES | ✓ NO | If NO, recipient must adequately explain any changes. Use 12-point font and single spacing. |
|--|----------|---------|--|
| The agency project coordinator understands that on-line NRS reporting is required. | X | | |
| Are the services to be provided to the target population for 2012-13 consistent with the approved 2011-12 project plan? | X | | |
| Are all applicable collaboration arrangements still in place (financial and non-financial)? | X | | |
| Are grant expenditures directly related to and proportionate with performance outcomes achieved in 2011-12? | X | | |
| Have all projected performances and grant deliverables been satisfied to date as stated in the 2011-12 approved plan? | X | | |
| Are the following 12 Statutory Considerations still in place according to the original competitive application and any approved amendments? | | | |
| 1. Measurable Goals | X | | |
| 2. Past Effectiveness | X | | |
| 3. Serving Those Most in Need | X | | |
| 4. Intensity of Services | X | | |
| 5. Effective Practices | X | | |
| 6. Use of Technology | X | | |
| 7. Real-Life Context | X | | |
| 8. Staffing | X | | |
| 9. Coordination | X | | |
| 10. Flexible Schedules | X | | |
| 11. Management Information | X | | |
| 12. English Literacy | X | | |

Address the following:

Cells will expand when text is typed.

| | |
|---|-----------|
| What was the total amount of your agency's AGE 2011-12 funding allocation for this project? | \$206,605 |
| How much has been spent to date? | \$ 89,436 |
| What amount will be spent and/encumbered by June 30, 2012? | \$206,605 |

If 100% of the total allocation will not be spent and/or encumbered by June 30,2012, explain why:

Any performance shortfalls must be explained by including corrective measures put into place to prevent future shortfalls.

Please respond here and use as much room as necessary to adequately address:

Do you need technical assistance? Yes _____ No x

If yes, to facilitate service, please state your need(s) and your program manager will contact you.

Please respond here:

Submit this form with the application as is. See Checklist (last page of this RFA) for proper placement of this form in the application package.

Project Performance and Accountability

| Scope of Work (see Project Design – Narrative) | Tasks (see Project Design – Narrative) | Deliverables | Due Date |
|--|---|---------------------------|---------------|
| Student Performances: | | | |
| Primary Core Measures | | | |
| 1. Educational Functioning Levels Demonstrate improvements in literacy skill levels in any of the following: reading, writing and speaking in the English language, numeracy, problem-solving, English language acquisition, and other literacy skills. NRS reporting requires that the learner completes or advances one or more educational functioning level(s) from starting level measured on entry into the program. Gains must be validated through the use of a NRS and State of Florida approved assessment instruments (see Program Background Information in the Attachments section) and in educational program areas which are reportable to the NRS and the state reporting systems. | Standardized Tests | Standardized Test Results | NRS (Fall 13) |
| 2. Placement, Entered, Retained – <ul style="list-style-type: none"> • Entered unsubsidized employment • Retained in employment – learner remains employed through the third quarter after program exit • Placement in postsecondary education or training | Placement Data | Student Database | NRS (Fall 13) |
| 3. Students' receipt of a secondary school diploma or its recognized equivalent. | GED Data | GED Test Results | NRS (Fall 13) |

**REGIONAL WORKFORCE BOARD
COORDINATION ASSURANCE FORM**

Complete Section A or B as appropriate and include in application package.

-----Section A

The Superintendent or Agency Head certifies that this application has been submitted to the Regional Workforce Board and that the activities outlined in the application are consistent with current Regional Workforce Board plans.

Signature of Superintendent/Agency Head

Date Submitted to Regional
Workforce Board

Regional Workforce Boards are invited to submit comments regarding the application to the Division of Workforce Education, Grants Administration office by **April 2, 2012.**

Note: Section 112 (b) (8) and 121 (c), Title I, Workforce Investment Act (WIA), sets expectations for providers of Perkins postsecondary funds, or funds under Title II, WIA, Adult Education and Family Literacy, to enter into a Memorandum of Understanding with the Regional Workforce Board for participation in the One-Stop system.

-----Section B

The Superintendent or Agency Head certifies that this **application covers more than one Workforce Development Region**. The activities outlined in this application are related to Workforce Development and are consistent with the current Regional Workforce Board plans for all regions included in this application. ***Application submission to the Regional Workforce Board is not required.***

Signature of Superintendent/Agency Head

Date

Note: Section 112 (b) (8) and 121 (c), Title I, Workforce Investment Act (WIA), sets expectations for providers of Perkins postsecondary funds, or funds under Title II, WIA, Adult Education and Family Literacy, to enter into a Memorandum of Understanding with the Regional Workforce Board for participation in the One-Stop system.

1. **Project Summary:** The purpose of this Adult General Education grant proposal is to have **Adult and Community Education (ACE), School District of Indian River County**, provide in-county literacy/employability instructional services with community-friendly, equitable access. With **\$206,605**, adult literacy services provision will include Adult Basic Education (ABE), General Education Development (GED), and English Language Learner (ELL) to those in need in Indian River County. The **six sites**, strategically located in neighborhoods throughout the county, will maximize program participation. Project priorities are the ease of access to literacy and employability instruction, parenting support for partnership in the educational development of children, and high school equivalency completion. ACE collaborates with the Adult Literacy Service (ALS) of Indian River County by serving those ALS students that have progressed past the 6th grade. The **program objectives** include student recruitment by the Outreach Coordinator and effective instructional strategies for literacy improvement. The Outreach Coordinator recruits by distributing GED/ABE/ESL fliers and brochures at local businesses and community agencies and markets through the local news channels including a Spanish language newspaper, La Voz. Teachers use proven effective instructional strategies that will result in improvement as measured by NRS Performance Measures in the retention and completion of students. Graphic organizers, personal journals, and reaction papers are three instructional strategies utilized by the ABE/GED teachers to enhance reading speed and comprehension and writing ability as well as contextual learning. ACE will increase the number and percentage of adult education students that enter postsecondary education and result in earning a certificate, degree, and/or industry credential by incorporating the Career Pathways System which includes using Florida CHOICES. The Career Pathway counselor will conduct student orientation of all new enrollees, financial aid workshops, and assist students in creating a career pathways plan. In the ELL programs,

Rosetta Stone software assists students to categorize words and ideas, use repetition and consistency in instruction and gestures, and check for understanding. In **Indian River County**, ACE provides ABE/GED/ELL instruction at **five (5) different sites**, offered during the day and evening times, to meet the needs of the residents of Indian River County and provides **family literacy services** at our ELL sites.

2. Project Planning and Design

a) Measurable Goals: See the table below.

| <i>Goal</i> | <i>Activities</i> | <i>Methods</i> |
|---|---|---|
| 45 percent of students enrolled in ABE/GED/ESL will complete one education function level (EFL) in one academic area by June 30, 2013. | Use appropriate curriculum and software (A+ Learning System, Rosetta Stone); Assess using TABE and CASAS | After the initial assessment, all students will set a quarterly educational goal. The teacher will assist the student by writing down the goal and assure the student that he/she is there to help the student achieve that goal. Weekly monitoring occurs by the teacher to ensure that the student is making progress towards his/her goal. After two months, the student will be assessed to determine his/her progress. This will continue throughout the year so a student could be assessed on six different occasions. |

Completion Rate and Cost Effectiveness: Adult and Community Education School has provided a completion rate of **49.4 percent** and **\$782.59** as the award per EFL completion as is stated on the attached **Adult General Education Local Performance Form**.

b) Past Effectiveness: ACE has consistently provided for the improvement of literacy skills of people who live in Indian River County. According to Measures and Methods for the National Reporting System (NRS) for ACE, the district served **623 ABE/GED/ESL students during the 2010-11 school year and 292 students completed a level (47 percent)**. **Although the number of students enrolled in 2009-10 was higher, only 36 percent complete a level.** Currently, students take classes by attending ABE/GED at: Central location (day and evening), ACE Center GED Lab; northern location (evening), Sebastian River High School.

ESL students can attend classes at the central locations of Vero Beach Freshman Learning Center and Citrus Elementary (evening); southern location (daytime and evening), Thompson Lifelong Learning Center; and northern location (evening) Dodgertown Elementary. In addition, ESL students are receiving instructional services at their workplace, Orchid Island.

c) Serving Those Most in Need: The district accepts all students into its programs but targets those who are born in a foreign country and are illiterate and/or English deficient; adults, 16 years and older, who do not have a secondary diploma and are not enrolled in a secondary school; and incarcerated adults (16 years and older). There is an on-going collaboration with district schools and counselors, the Adult Literacy Service of Indian River County, Inc., and the Indian River County Jail in an effort to offer services and ensure that all who need services are identified and informed. Services are promoted in all advertising which includes quarterly schedules, fliers, educational TV channel, and news releases for local newspapers. Offering adult career programs, ACE can offer literacy instruction to those students who don't meet the state academic standards i.e. LPN students who score at an 8th grade level on the TABE would need to take classes until they score above the 11th grade level. ACE's Occupational Outreach Coordinator delivers schedules, brochures, and information in English and Spanish (Hispanics are the most served) concerning the ABE/GED and ELL classes especially at locations that indicate a low income or poverty status is present. ACE will begin another ESL program in Fellsmere where a large population of ESL students live who, according to Census 2000, 54.2 percent of the people residing in Fellsmere has less than a 9th grade education and 16.7 percent did not have a high school diploma. Families are served at Citrus Elementary where a teacher assistant serves the children by providing reading and math activities, homework, and academic games. The families participate in various projects that involve both the parent and child.

d) Methods: ACE's project uses effective educational practices such as phonemic awareness, systematic phonics, fluency and reading in three distinct curricula: 0-5.9; 6-8.9; and 9-12. The lower curricula are teacher developed using state standards and applied

individually based on the analysis of individual TABE results and subsequent individual progress. The Steck Vaughn curriculum is used at the GED level. ESL teachers utilize Life Skills, Focus on Phonics, Side by Side and a variety of supplemental curriculum materials. Instructors place students using CASAS in the appropriate levels. In addition, the Rosetta Stone software system is used extensively with ESL students but the teachers conduct classroom activities using the textbooks and instructional materials also. These activities provide real-world learning so the students gain the skills necessary for the workplace. Teacher strategies are employed and help the students retain the information include group work, cooperative writing, and pair work where the students share ideas or complete a task together. ACE offers an EL/Civics preparation class in connection with our ELL classes once a student scores in the low intermediate level for ESL or basic beginning level of ABE. The focus of the course is learning about U.S. history and government and naturalization. Desk and laptop computers and network connectivity are available at all sites. Teachers combine auditory, computerized and text materials to deliver instruction. One GED lab (Vero Beach) is open during daytime hours and three evenings per week while the second lab (Sebastian) is offered three evenings per week. All programs operate on an "open" lab model. GED testing is done monthly with several special testing sessions for students with disability or language exceptions. During the year, teachers will attend professional development activities including Adult Education Conference and the webinars that address adult general education. The Career Pathways counselor will attend workshops offered by The Institute for Professional Development of Adult Education and the National Career Pathways Network Conference.

e) Staffing: Through this literacy grant, ACE employs full-time and part-time ABE/GED teachers, part-time ESL teachers, and a teacher assistant. ACE hires certified, professional teachers according to the guidelines of the State of Florida. Employment practices are based on School Board Rule 2.15, Prohibition of Unlawful Discrimination and Harassment (Employees) Applicants for Employment. The duties of these positions are outlined in each job description which can found using the District's website, www.indianriverschools.org. As

is stated in the job descriptions, the qualifications, knowledge, skills and abilities of well-trained instructors are employed. These instructional staff provide curriculum that helps students improve their literacy skill which is in perfect alignment with the goals of this proposal. It is their responsibility to prepare students for academic and personal success through obtaining the necessary skills required to pass the GED. Through this grant, ACE provides a Career Pathways counselor who ensures a smooth transition from GED to earning a certificate or degree from a Technical and/or College postsecondary education. The counselor instructs students by using Florida CHOICES, the state career information delivery system provided by the Florida Department of Education. An Occupational Outreach Coordinator, who, along with the teachers, is responsible for recruitment and retention of adult students, performs activities throughout the community and informs the community of opportunities available through ACE programs. ACE has a full-time data entry clerk who is responsible for inputting all data for students. The coordinator who oversees this project and part-time evening specialist are constantly monitoring the progress of students to accomplish the expected outcomes of this proposal as listed on Adult General Education Target Form.

f) Coordination: The Adult and Community Education School includes a collaborative effort among community agencies that will solidify our efforts to expand services and better meet the needs of the community. ACE does not subcontract services to another entity. ACE has developed a close relationship with the Workforce Solutions in Indian River County where clients are referred to adult general education and career/technical classes. ACE and Adult Literacy Service (ALS) of Indian River County have a long-lasting, positive relationship. ALS uses volunteer teachers for Adult Basic Education and has coordinated with ACE for many years, sending its students, who have progressed to the sixth grade level, to ACE for continued education. ACE continues its coordination with ALS in order to best serve the community. Further coordination exists with the Indian River County Sheriff's Department. ACE provides GED preparation classes at the jail four evenings per week and offers GED testing services at the jail regularly. In order to provide instruction throughout the county, ACE

utilizes schools where they provide classrooms and computers that enable our instructors to educate students who didn't achieve a high school diploma or desire to learn the English language.

g) Flexible Schedules and Support Services: The educational services offered at each location are equipped with certified instructors, have flexible hours and days, and use an open-entry/open-exit format. ACE has always strived to offer educational services where and when it is most convenient for students to attend. By doing this ACE has been successful in reaching students who would not be able to attend due to transportation or work hour barriers. ACE offers support services and accommodations to ensure inclusion for persons with disabilities and other special needs during class time; and, the GED test, if approved by DOE. As needed, programs are expanded to accommodate changes of location and/or number of students.

h) Management Information: Information Services (IS) uploads ACE's records using TERMS and the Workforce Development Information System (WDIS). ACE's data entry clerk enters Literacy Completion Codes (LCP) which allows programs to be monitored for effective, efficient operation through feedback from survey data submitted to the Florida DOE. Accountability measures are recorded on an ongoing basis and ACE uses the NRS annual report as a guideline. The Coordinator and Outreach Coordinator attended a workshop on Data Use Training where the participants learned standard practices for collecting quality data and how to use local and state data for program improvement to sell your program and propose changes. ACE and Information Systems personnel participate in NRS, WDIS and DOE training.

i) English Literacy: The ACE provides English literacy to help immigrants and others who have not yet developed proficiency in English to acquire the basic knowledge and skills they need to function effectively as parents, workers, and citizens. The ESOL classes serve those who have a limited ability in speaking, reading, writing, or understanding the English language; whose native language is a language other than English; or who live in a family or community

where a language other than English is the dominant language. The CASAS develops a prescription of learning and each time the students are retested, the teacher keeps track of their progression for individual students. Rosetta Stone software and Side by Side textbooks ensures the advancement and success of our students. The enrollment in the English literacy programs has declined dramatically which is why there are only four locations throughout Indian River County.

j) Data Collection Requirements: The registration, student CASA, and student TABE forms that contain the data elements required are securely filed in the records specialist's office as well as inputted in TERMS, student management software. ACE has a notebook that contains the policies, procedures and forms for student intake and exit and pre- and post-testing of students that each teacher receives upon employment with ACE. Each year, the teachers attend meetings where these policies and data (especially the NRS) are reviewed and discussed in detail.

k) Student Data Reporting: ACE and IS export test data (TABE, CASAS) once a month and import the data into TERMS, student management software. This data is populated with each student's record and the TABE and CASAS results on "Test Record" panel in TERMS and is available upon request. The ACE will collect data and produce monthly reports which identify missing, incomplete, and out-of-range data on a monthly basis.

3. Evaluation: The Coordinator oversees the data collecting and reporting to the NRS and State Reporting System. It is critical that the Coordinator understands the importance of this data, the intended outcomes and the methods for examining the effectiveness of implementation strategies when explaining it to the instructional staff. The IS Department provides the coordinator with a cross-window data reporting comparisons by program and survey. This provides the coordinator with a snap-shot of where ACE needs to focus for each student. This will result in a meeting of the coordinator and all the GED/ABE/ELL teachers where a discussion will take place and strategies for implementing appropriate changes.

Evaluation is conducted regularly by reviewing the test results achieved by enrolled students in ABE/GED/ESL programs. A Literacy Completion Point (LCP) is earned and recorded when the teacher submits the post testing results. For ESL students, the earned LCP is measured by advancement on the CASAS. For ABE/GED, the earned LCP is measured by advancement on the TABE. The methods for evaluating this project will include the measurable objective of raising **45 percent** of students enrolled, one education functioning level (EFL) in one academic area (reading, language, or math) by **June 30, 2013**. By accomplishing this objective, the school will produce the quality of instruction through student achievement and quantitatively will be shown with percentages. The participation in WEDDAC has assisted IS and the coordinator in understanding the way data is submitted using WDIS.

4. Support for Reading/Strategic Imperatives: ACE recognizes the importance of strong reading skills for all students and supports students who require bolstering of these skills in ABE/GED/ELL programs. The occupational specialist counsels students experiencing difficulty and the coordinator will make recommendations concerning strategies to the ABE/GED/ELL teachers in an effort to help students compensate for lack of such skills. In ACE, students with deficiencies are supported by teachers who provide individual attention and extra help. This school will continue to provide tutoring for students and provide them with materials that are focused on the specific content areas needed such as math and science curriculum.

Supporting the Florida's Next Generation PreK-20 Education Strategic Plan, ACE's goal is to strengthen foundation skills by utilizing our curriculum and assessment by providing direction instruction and developing strategies to improve student achievement. Adult Programs support the mission of "Just Read, Florida!" and emphasizes the importance of reading. While reading is only one of the subjects taught in ABE/GED programs, it is the foundation of instruction and occupies a substantial amount of teacher and student time.

5 . General Education Provisions Act (GEPA): The School District of Indian River County will utilize all possible and appropriate strategies to ensure equitable access to and participation in all federally assisted programs. Board Rule 2.38, General Administration,

assures that there shall be no discrimination against any students, teachers, parents or community members because of gender, race, national origin, color, disability, or age; except when it is necessary to meet bona fide program requirements. The School District of Indian River County shall take all necessary actions to comply with the letter and spirit of state and federal laws providing for equitable participation. Strategies shall include:

- Utilize staff to facilitate access to and participation in adult literacy programs such as providing potential participants with handouts which are written in their native language.
- Encourage students, teachers, and community members to become active participants.
- Designate administrative personnel to provide information to students, teachers, and community members in regard to equal access to programs; for instance, offer adult literacy in communities where there is a need for services.
- Eligible students who meet program selection criteria will be able to participate i.e. 16 years or older and withdrawn from school.
- Adherence to the grievance process for prompt process of discrimination charges.
- Utilized internal reporting and modification procedures to evaluate the effectiveness of the plan such as monitoring the students' data base to ensure that equitable participation is achieved.

It is anticipated that due to the above strategies, the School District will increase equitable access to and participation in all its adult general education programs.

Budget: This funding request reflects the district's emphasis on personal attention to meet students' needs through reasonable class sizes. These grant funds are critical to the continuation of literacy education services in the Indian River County.

FLORIDA DEPARTMENT OF EDUCATION
Project Application

TAPS Number
13B011

Please return to:

Florida Department of Education
Bureau of Grants Management
Room 325B Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400
Telephone: (850) 245-0498
Suncom: 205-0498

Program Name:

**Carl D. Perkins
Secondary, Section 131
Entitlement
Fiscal Year 2012-2013**

DOE USE ONLY

Date Received

B) Name and Address of Eligible Applicant:

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

Project Number (DOE Assigned)

C) Total Funds Requested:

\$ 173,644

D)

Applicant Contact Information

Contact Name: Ruth A. Shaw

Mailing Address: 1426 19th Street

Telephone Number: 772-564-4995

SunCom Number:

Fax Number: 772-564-4977

E-mail

Address:ruth.shaw@indianriverschools.org

DOE USE ONLY

Total Approved Project:

CERTIFICATION

I, Frances J. Adams, do hereby certify that all facts, figures, and representations made in this application are true, correct, and consistent with the statement of general assurances and specific programmatic assurances for this project. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

E) _____
Signature of Agency Head

DOE 100A
Revised 08/04



A) SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 Name of Eligible Recipient:

TAPS Number
13B011

B) _____
 Project Number: **(DOE USE ONLY)**

**FLORIDA DEPARTMENT OF EDUCATION
 Budget Narrative Form**

Consortiums meeting the requirements in Section 131 (f) (1) (2) of the Act must submit a separate Budget Narrative Form for each participating member.

| (1) FUNCTION | (2) OBJECT | (3) ACCOUNT TITLE AND NARRATIVE | (4) FTE POSITION | (5) AMOUNT |
|-----------------|---------------|--|------------------------|---------------|
| 5300 | 7500 | Salaries for Substitutes for teachers for career field trips (varied salaries), Great Explorations at IRSC, assessing students for auto service program, teachers required to assist students in performing clinical procedures for Nursing Assistants Program (Performance Measures 1S1, 1S2, 2S1, 3S1, 4S1, 5S1, 6S1, 6S2); Required Use of Funds 3, 4 and 5 | 8% | 3,902 |
| 6120 | 1000 | Salary—Career Specialist at Vero Beach High Schools advisory committees, student scheduling, special needs of students, collaborating with business partners (Performance Measures 1S1, 2S1, 3S1, 4S1, 5S1, 6S1, 6S2; Required Use of Funds 1-9 | 100% | \$ 62,435 |
| 6120 | 1000 | Salary—Career Specialist at Sebastian River High Schools advisory committees, student scheduling, special needs of students, collaborating with business partners (Performance Measures 1S1, 2S1, 3S1, 4S1, 5S1, 6S1, 6S2; Required Use of Funds 1-9 | 100% | \$ 41,379 |
| 6120 | 1010 | Career Specialists Supplemental pay-(40 hrs.x\$32.50 x 2) scheduling, develop recruitment tools for students and parents explaining the career programs offered next school year by December 2010 (Performance Measures 1S1, 2S1, 4S1, 5S1, 6S1; Required Use of Funds 1-9 | 5% | 2,558 |
| 6120 | 2100 | Retirement—Career Specialists (4.91%) (Performance Measures 1S1, 2S1, 4S1, 5S1, 6S1); Required Use of Funds1-9 | | 6,790 |
| 6120 | 2100 | Retirement—Career Specialists (4.91%) (Performance Measures 1S1, 2S1, 4S1, 5S1, 6S1); Required Use of Funds1-9 | | 4,526 |
| 6120 | 2110 | Retirement—Career Specialist Supplemental Pay (4.91%) (Performance Measures 1S1, 2S1, 4S1, 5S1,6S1); Permissive Use of Funds 2 | | 284 |
| 6120 | 2200 | FICA 7.65% for Career Specialists (Performance Measures 1S1, 2S1, 4S1, 5S1,6S1); Required Use Funds 1-9 | | 4,765 |
| 6120 | 2200 | FICA 7.65% for Career Specialists (Performance Measures 1S1, 2S1, 4S1, 5S1,6S1); Required Use Funds 1-9 | | 3,177 |
| 6120 | 2210 | FICA— Career Specialists Supplemental Pay 7.65% for (Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1); Permissive Use of Funds 2 | | 199 |
| 6120 | 2300 | Group Insurance \$4,926 for Career Specialists (Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1); Required Use of Funds 1-9 | | 4,926 |
| 6120 | 2300 | Group Insurance \$4,926 for Career Specialists (Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1); Required Use of Funds 1-9 | | 4,926 |
| 6120 | 2400 | Worker Compensation 3.45% for Career Specialists (Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1); Required Use of Funds 1-9 | | 2,154 |
| 6120 | 2400 | Worker Compensation 3.45% for Career Specialists (Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1); Required Use of Funds 1-9 | | 1,428 |

| | | | |
|------|------|---|-------|
| 6120 | 2410 | Worker Compensation – Career Specialists Supplemental Pay 3.45% (Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1); Permissive Use of Funds 2 | 89 |
| 6120 | 3300 | Travel for In-District, local and state for career specialists to attend local meetings of Perkins secondary projects (1,008 miles x .51 = \$514); state conference (motel \$100 x 3 nights = \$300; plus meals 2 Career Specialists x \$31 x 3 days) that will end prior to June 30, 2012 to improve Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1; Required Use of Funds 4 and 5 | 1,000 |
| 5300 | 3300 | Travel for 4 automotive service teachers at Sebastian River High School and Vero Beach High School to attend ASE (NATEF) training for recertification in Orlando, FL (2 motel rooms at \$120 x 2 nights = \$720; meals for 4 x \$31 x 3 = \$372; 210 x \$.51 = \$107) All travel to end prior to 6/30/12. (Performance Measures 2S1; Required Use of Funds 4 and 5; Permissive Use of Funds 18) | 1,200 |
| 5300 | 5100 | Supplies for Criminal Justice Operations (latent fingerprint kit and evidence collection kit), New Media Technology (portable green screen, camera mounts, flash cards and pro flash recorder) and Career Programs to support students enrolled at Vero Beach High School and Sebastian River High School (copy paper, print cartridges, certificates) to improve Performance Measure 1S1, 1S2, 6S1; Required Use of Funds 3, 5; Permissive Use of Fund 7 | 4,000 |
| 5300 | 5200 | Textbooks for Criminal Justice Operations and Bus. Mgt. Entrepreneurship to support students enrolled at Sebastian River High School to improve Performance Measure 1S1, 3S1, 4S1; Required Use of Funds 1,2 | 8,504 |
| 5300 | 6440 | Purchase technology Commercial Photography Program at Vero Beach High School to improve Perkins IV Performance Measures 2S1, 3S1, 6S2; Required Use of Funds 1,7 | 4,968 |
| 7800 | 330 | School Bus Transportation for 300 CTE Students Trips to IRSC Great Explorations where students are exposed to postsecondary career programs (4 buses x \$200 = \$800); CTE field trips to career forums where speakers present and the students tour the facilities and work sites for drafting (6 buses x \$200 = \$1,200) that will end prior to June 30, 2012; Performance Measures 2S1, 3S1, 5S1; Required Use of Funds 3 and 9 | 2,000 |
| 7200 | 790 | Indirect Cost .05 | 8,434 |

C) TOTAL \$173,644



**Florida Department of Education
Division of Career and Adult Education**

PROJECTED EQUIPMENT PURCHASES FORM

Equipment projected to be purchased with funds from this grant **must** be submitted on this form **or** in a format that contains the information appearing on this form.

A) School District of Indian River County
Name of Eligible Recipient

**TAPS Number
13B011**

B) _____
Project Number (DOE USE ONLY)

Agencies are accountable for all equipment purchased using grant funds including those below the agencies threshold.

PROJECTED EQUIPMENT PURCHASES
(Cells will expand when text is typed.)

| ITEM # | FUNCTION CODE | OBJECT CODE | ACCOUNT TITLE | DESCRIPTION | SCHOOL / PROGRAM | NUMBER OF ITEMS | ITEM COST (\$) | TOTAL AMOUNT (\$) |
|--------|---------------|-------------|----------------------------------|--|---|-----------------|----------------|-------------------|
| 1 | 5300 | 640 | Furniture, Fixtures, & Equipment | HP Compaq Standard Desktop Student Workstation | Vero Beach High School Commercial Photography | 8 | \$621 | \$4,968 |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |

Inventory Guidelines

The following elements are required on the inventory of all equipment purchased.

EDGAR 80.32(d)(1): Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

State Requirements for inventory elements are located in Rule 69I-72.003, Florida Administrative Code, Recording of Property.

Does the agency's inventory system contain all required federal and state elements listed above? YES x NO

SERVICE DELIVERY FORM – (Include this form in the Application Package – do not change or modify the form)

Service Delivery: Delivery of intended services to target population; e.g., career and technical education students.

| (1) Name of Service and Brief Description | (2) Standard(s) for Acceptance | (3) Method of DOE Verification | (4) Timeline for Service Delivery |
|--|--|--|--|
| <p>Carl D. Perkins – Career, Technical Education to develop academic, career, and technical skills of students who elect to enroll in career and technical education programs. (Performance measures as determined, approved by, and on file with the Division of Workforce Education.)</p> | <p>Units of Service Meet Established Minimums (As approved by FLDOE)</p> | <p>Data Collected (Performance data as collected by the FLDOE)</p> | <p>Post Project Performance (July 1, 2008 – June 30, 2009)</p> |

Self-Evaluation Form
Carl D. Perkins Career and Technical Education Secondary Projects

Projects recommended for FY 2012-2013 continuation funding must show successful performance accomplishments during the 2011-12 project year. Any shortfalls or negative answer must be explained.

Eligible Recipient name: School District of Indian River County

Grant Project # for 2011-2012: 310-1612A-2CS01

Form prepared by (name and title): Ruth A. Shaw, Coordinator

Perkins Grant Lead Contact (name and title): Ruth A. Shaw, Coordinator

Email: ruth.shaw@indianriverschools.org

Agency staff designated to submit student data through the online databases:

(Name and title): Keith Williams

Email: keith.williams@indianriverschools.org

Cells will expand when text is typed.

| Evaluation of FY 2011-2012 Project | ✓ YES | ✓ NO | If NO, recipient must adequately explain any changes. Use 12-point font and single spacing. |
|---|----------|---------|--|
| a) Are grant expenditures directly related to and proportionate with performance outcomes achieved in 2008-2009? | X | | |
| b) Has local Perkins IV most recent available performance data (2010-2011) been reviewed for accuracy? | X | | |
| c) Has the eligible recipient attended the annual statewide data reports workshop and/or MISATFOR/WEDDAC meetings hosted by the Bureau of Community College, Technical Center Management Information Systems? | X | | |
| d) Has the eligible recipient received a copy of the Quality Assurance and Compliance Monitoring System developed by the Division of Workforce Education? | X | | |
| e) Does eligible recipient understand and continue to meet the programmatic requirements for size, scope, and quality to achieve continuous improvement? | X | | |
| f) Has the eligible recipient participated in career and technical education bi-monthly conference calls with the Chancellor of the Division of Workforce Education? | X | | |

| Evaluation of FY 2011-2012 Project | ✓ YES | ✓ NO | If NO, recipient must adequately explain any changes. Use 12-point font and single spacing. |
|--|----------|---------|--|
| g) Has the eligible recipient received regular electronic communication from the Chancellor of Division of Workforce Education regarding issues related to the administration of Perkins IV? | x | | |
| Are the following 9 Required Use of Funds (statutory considerations for compliance) still in place according to the original local application (2008-2009) and any approved amendments? | | | |
| 1. Integration of Academic and Career and Technical Education | X | | |
| 2. Secondary and postsecondary linkages through Programs of Study | X | | |
| 3. Providing strong experience in and understanding of all aspects of industry | X | | |
| 4. Use of technology in career and technical education | X | | |
| 5. Professional development programs | X | | |
| 6. Evaluation of career and technical education programs | X | | |
| 7. Initiate, improve, expand and modernize quality CTE programs, including relevant technology | X | | |
| 8. Provide services and activities that are of sufficient size, scope and quality to be effective | X | | |
| 9. Prepare special populations for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency | X | | |

Address the following:

Cells will expand when text is typed.

| Evaluation of FY 2011-2012 Project | |
|--|---|
| h) What dollar amount of your local 2011-2012 basic grant funds went to each of the following types of CTE programs? | \$_____0___ for Grades 7-8 middle school CTE \$159,533 for Grades 9-12 high school CTE |
| i) If you conduct an annual assessment of local program offerings, what criteria is used to assess programs? | List criteria: Advisory Committees, Student Enrollment, Industry Certifications |
| j) If you use a rubric or other form of evaluation to measure program effectiveness, please provide a hardcopy or Web site URL. | Attached: yes _____ no __xx_____ or Provide Web site URL: |
| k) Do you have CTE program offerings in high schools classified as "Intervene" status or "Correct I" status" under the FLDOE Differentiated Accountability (D.A.) Model? | yes _____ no __xx____ not applicable _____ |
| l) Did you and/or your staff participate in a D.A. regional team school visit and evaluation during the Fall of 2011? | yes _____ no __xx____ not applicable _____ |
| m) Will your LEA's 2012-2013 Perkins funding allocation target CTE programs in Correct II or Intervene High Schools? | yes _____ no __xx____ not applicable _____ If yes, describe how: |
| What was the total amount of your agency's Perkins 2011-12 funding allocation for this project? | \$159,333 |
| How much has been spent to date? | \$136,660 |
| What amount will be spent and/or encumbered by June 30, 2012? | \$159,333 |

If 100% of the total allocation will not be spent and/or encumbered by June 30, 2011, explain why:

Any performance shortfalls must be explained by including corrective measures put into place to prevent future shortfalls.

Please respond here and use as much room as necessary to adequately address:

Do you need technical assistance? Yes _____ No ___xx__

If yes, to facilitate service, please state your need(s) and your program manager will contact you.

Please respond here:

**Carl D. Perkins Career and Technical Education
Secondary, Section 131
2008-2013**

The School District of Indian River County has developed the following application narrative using Perkins IV Implementation Guide as a resource.

1. Part A

| REQUIRED LOCAL USES OF FUNDS (Perkins IV, SECTION 135) | |
|--|--|
| Nine Required Activities | Describe how the career and technical education programs will be carried out. |
| <p>Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:</p> | |
| <p>1. strengthen the academic and career and technical skills of students participating in career and technical education programs, by strengthening the academic and career and technical education components of such programs through the integration of academics with career and technical education programs through a coherent sequence of courses, such as career and technical programs of study to ensure learning in -</p> <p>A. Core academic subjects; and</p> <p>B. Career and technical education subjects;</p> <p>2. link career and technical education at the secondary level and career and technical education at the postsecondary level, including by offering the relevant elements of not less than 1 career and technical program of study;</p> | <p>1. The School District of Indian River County will provide career guidance and academic counseling for students participating in career and technical programs by employing two career specialists that will serve the high schools and alternative education center. The career specialists will collaborate with the guidance departments to ensure that the guidance counselors have an understanding of career and technical programs and the importance of the coherent sequence of courses that are required. Automotive Service Technology (industry certified by NATEF) is required to test and interview applicants who desire to enter that program. The career specialists have the responsibility of delivering that process. Sebastian River High School utilizes an academy approach to learning; therefore, the core academic subjects are included within the career and technical programs. Vero Beach High School's academic curriculum is in accord with the career and technical subjects; for instance, English requires a project of a student's career choice. NO PLANNED CHANGES</p> <p>2. Indian River County Schools and Indian River Community College have an articulation agreement whereby VBHS and SRHS offer dual-enrollment in career and technical programs as well as in academic courses. Career Pathways Articulation Agreements for all Indian River County Schools' career and technical programs accelerate students who wish to pursue an AS Degree at IRSC. The Indian River County School District is constantly evaluating its career and technical programs by using advisory committees to ensure more students that have the opportunity to participate in dual enrollment and/or continuing post-secondary technical programs. NO PLANNED CHANGES</p> |

REQUIRED LOCAL USES OF FUNDS
(Perkins IV, SECTION 135)

Nine Required Activities

Describe how the career and technical education programs will be carried out.

Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:

| | |
|--|---|
| <p>3. provide students with strong experience in and understanding of all aspects of an industry, which may include work-based learning experiences;</p> | <p>3. Field trips, guest speakers, and work-based learning experiences are ways in which students will gain an understanding of the industries which they study i.e. architects speak to the drafting program students about their careers and field trips occur to expose different designs and buildings. Ninth and tenth grades career students participate in Real World 101 where business partners share their career experience by partaking in resumes, job applications and interviewing, personal finance, work ethics, etc. The twelfth graders' experience includes internships and work-based learning which is monitored by the career specialists. NO PLANNED CHANGES</p> |
| <p>4. develop, improve, or expand the use of technology in career and technical education, which may include-</p> <ul style="list-style-type: none"> A. training of career and technical education teachers, faculty, and administrators to use technology, which may include distance learning; B. providing career and technical education students with the academic and career and technical skills (including the mathematics and science knowledge that provides a strong basis for such skills) that lead to entry into the technology fields; or C. encouraging schools to collaborate with technology industries to offer voluntary internships and mentoring programs, including programs that improve the mathematics and science knowledge of students; | <p>4. The training of career and technical education teachers will continue to be essential. The School District of Indian River County (SDIRC) recognizes that in order to prepare students for success in the 21st Century, teachers and students have a critical need for both technology resources and the knowledge to use those resources successfully. They will participate in staff development offered by the county office which includes Intel--technology instruction for the classroom teachers, reading and literacy workshops. Obtaining state or national certification in career and technical programs requires teachers to acquire special training in their chosen field. Teachers are trained in new software such as the new version of Computer Aided Drafting (CAD) or middle school synergistic technology labs. This provides students with the latest technical skills. The career educators use strategies that overcome barriers which impede the special population students and enable them to be productive citizens. For instance, a special population student interested in engines but scored low on the entrance test for the automotive tech program could take gasoline engine service program and learn the skills to fix lawnmowers, weed eaters, go-carts, etc. The Piper Education program is an example where SDIRC collaborates with an industry, New Piper Aircraft. The students attend classes at Piper and receive their training at the Piper factory through a mentor. NO PLANNED CHANGES</p> |

Nine Required Activities

Describe how the career and technical education programs will be carried out.

Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:

5. provide professional development programs that are consistent with Section 122 to secondary and postsecondary teachers, faculty, administrators, and career guidance and academic counselors who are involved in integrated career and technical education programs, including—

- A. in-service and pre-service training on-
 - i. effective integration and use of challenging academic and career and technical education provided jointly with academic teachers to the extent practicable;
 - ii. effective teaching skills based on research that includes promising practices;
 - iii. effective practices to improve parental and community involvement; and
 - iv. effective use of scientifically-based research and data to improve instruction;

B. support of education programs for teachers of career and technical education in public schools and other public school personnel who are involved in the direct delivery of educational services to career and technical education students, to ensure that such teachers and personnel stay current with all aspects of an industry;

5. As part of the Career Pathways Consortium, professional development programs that are consistent with Section 122 are employed and attended by secondary teachers, administrators, career specialists and guidance counselors. **NO PLANNED CHANGES**

A. Professional Development

- The in-service and pre-service training includes effective integration and use of challenging academic and career and technical education provided jointly with academic teachers to the extent practicable.
- Teachers will have the opportunity to attend statewide workshops providing “best practices” and opportunities for learning concerning career and technical education, career pathways, career academies, and middle school alignment.
- District wide and school wide staff development on data-driven student test scores with Performance Measures Two to improve instruction
- SDIRC professional development based on research to guide the interaction of students and a instructional strategies for improving reading and writing
- SDIRC has the following tools which enhance communications with the parents: ESembler gives parents information about their student i.e. homework assigned, attendance, grades, etc. electronically; ConnectEd is a phone system that allows a school to contact the entire student population’s parents to announce a message. In addition, information about career and technical is on the district’s website; advisory committees of all career and technical programs for the community involvement; and representation on the Chamber of Commerce.
- Teachers will have the opportunity to attend a National Career Pathways Network (NCPN) conference through the Career Pathways Consortium and workshops offered by Region III and Workforce Education

B. The Director emails the career and technical teachers whenever an article or training that might be of assistance to them or their students in keeping abreast of the latest in their career programs. SDIRC supports career and technical teachers by allowing them to attend field trips or workshops so that they can stay current with all aspects of an industry.

REQUIRED LOCAL USES OF FUNDS
(Perkins IV, SECTION 135)

Nine Required Activities

Describe how the career and technical education programs will be carried out.

Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:

| | |
|--|---|
| <p>C. internship programs that provide relevant business experience; and</p> <p>D. programs designed to train teachers specifically in the effective use and application of technology to improve instruction;</p> <p>6. develop and implement evaluations of the career and technical education programs carried out with funds under this title, including an assessment of how the needs of special populations are being met;</p> <p>7. initiate, improve, expand, and modernize quality career and technical education programs, including relevant technology;</p> | <p>C. Industry experience for teachers to receive skills from local businesses is offered through the Challenger Program from the State of Florida. This Program collaborates with local businesses throughout the state and offers teachers an opportunity to work during the summer improving their skills so they can bring what they learned to their students. District summer workshops are offered for teachers that train them in the effective use and application of technology to improve instruction.</p> <p>D. SDIRC offers programs to train teachers in instructional technology applications such as Intel that offers the instructor tools which enable the students to receive the latest information available.</p> <p>6. The administration and career specialists will develop and implement a career/technical evaluation process that will include, not limited to: students' participation in career-based learning, school based enterprise, career days/fairs, and advisory committees. With the funds received by this grant, the Career Specialists will meet with the ESE Department and develop an assessment for special populations that may include analyzing data from the Informational System Department. The transition specialist of ESE will report specific procedures used to monitor ESE students' progress and assure consistency with each student's IEP. NO PLANNED CHANGES</p> <p>7. This grant has enabled the school district to purchase relevant technology/equipment so that students have the opportunity to become industry-certified in their career choice and/or use the new, up-to-date equipment that is found in the workforce. NO PLANNED CHANGES</p> |
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REQUIRED LOCAL USES OF FUNDS
(Perkins IV, SECTION 135)

Nine Required Activities

Describe how the career and technical education programs will be carried out.

Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:

8. provide services and activities that are of sufficient size, scope, and quality to be effective; and (Refer to the **Perkins IV Implementation Guide** for new state requirements on size, scope, and quality.)

9. provide activities to prepare special populations, including single parents and displaced homemakers who are enrolled in career and technical education programs, for high skill, high wage, or high demand occupations that will lead to self-sufficiency.

8. SDIRC offers its students 18 career and technical education programs, which is far above what the state requires. These programs consist of three or more courses leading to fulfillment of the requirements of the Florida Gold Seal Vocational scholars award. A Certificate of Completion is awarded to each student that completes a program. **NO PLANNED CHANGES**

9. The career educators use strategies that overcome barriers which impede the special population students and enable them to be productive citizens. Middle school students are exposed to career explorations using CHOICES and education planning using Florida Academic Counseling and Tracking for Students (FACTS). Each student completes a personalized academic and career plan which include career goals, skills and aptitudes, and an electronic personalized education plan (ePEP). This allows the student's parent become aware of their career decision making process. The career specialists actively participate in the guidance departments and assist guidance counselors and students with career planning by reviewing the PLAN which is given to all tenth graders. The career specialists research high skill, high wage or high demand occupations that lead to self-sufficiency. **NO PLANNED CHANGES**

Permissive Use of Fund #2: Career Specialists will organize activities for students participating in career and technical education to provide information on postsecondary and career options. **NO PLANNED CHANGES**

Permissive Use of Fund #7: Funds may be used for purchasing instructional aids and publications designed to strengthen and support academic and technical skills achievement. Activities will be provided to prepare special populations, including single parents and displaced homemakers, for high-skill, high-wage, or high-demanded occupations that will lead to self-sufficiency. Access to career and technical programs will be given by recruitment which includes a walk-through of the programs, videos of the programs, college night, career fair, internships, and Career and Technical Programs of Study booklet. **NO PLANNED CHANGES**

Permissive Use of Funds #18: Funds will support training in Auto Services Technology and Business Programs to maintain their industry certified credentials and upgrade auto technology equipment to ensure program improvement. **NO PLANNED CHANGES**

Part B

1. Permissive Use of Funds (2)—the Perkins funds provide salaries and pay supplements for two career specialists whose responsibilities will include career counseling and planning, improving graduation rates; providing industry certified testing to students who are recommended by their teachers and (18)—the Perkins funds provide workshops which allow teachers in automotive technology to update their training and earning an ASE certificate.

2A. The School District is in constant contact with our local college, Indian River State College, to enhance the partnership and utilizing the existing consortium to carry out the state’s program of study.

Application Requirements:

1. One Career and Technical Program was developed in Indian River County School District, Commercial Photography, during the 2010-11 program year.
2. The web sites where this program can be viewed is www.indianriverschools.org, click on “school link and high school” to find Vero Beach High School and Sebastian River High School.
 - a. Ninth graders tour all career and technical programs and meet with their guidance counselor to select their courses for the next year.
 - b. Articulation agreements for all programs of study, except Commercial Photography which will have seniors in 2013, have been approved by the Boards at both institutions and signed by the President, IRSC, and Superintendent, SDIRC.

c. Students will be awarded articulation credits upon initial registration at IRSC, except where entrance/competency exams are needed based on program acceptance and/or course placement, and as part of the program selection process in IRSC educational services credits awarded at program selection are final and a one-time process.

d. The process that has been adopted by the high schools is to offer open enrollment for the first course of a program to tenth graders rather than seniors. This allows for sequential completion of a program upon graduation. The career specialists request a report that lists all the CTE courses completed by a student.

e. The postsecondary credential for certification is PhotoShop.

3. The School District offers 18 CTE programs in three high schools.

4. Nine CTE Programs of Study have been completed the State Template.

5. Faculty of each institution reviews the curriculum and decides which courses meet the same requirements to award the students credit for those common courses.

6. The following chart contains a program of study using the state template during the 2011-2012 program year which would be available to students during the 2012-2013 school year. The School District has completed the state requirement of converting Commercial Photography to a comprehensive Program of Study with a supporting articulation agreement to take place by the end of 2011-2012.

| Program Name | Program Number | 2011-12 Projected Student Enrollment | Is the Program identified as High Skill, High Wage or High Demand? * | | Is this program part of a local articulation agreement? | |
|---|----------------|---|---|----|--|----|
| | | | Yes | No | Yes | No |
| Commercial Photography (Multi-Media Artists and Animators—Region 20 Workforce) | 8772000 | 120 | X | | | xx |

7. The Research Coast Pathways Consortium implements numerous strategies to ensure equitable distribution of funds, services, and information about the Career Pathways and are disseminated to appropriate secondary and postsecondary populations. To inform the four counties and IRSC of the goals and objectives of initiatives, the Research Coast Pathways Consortium will:

- Inform community members through public forums and business meetings
- Hold monthly Consortium physical and/or e-meetings for school-site personnel
- Solicit and implement leadership input regarding Consortium needs from career and technical directors
- Communicate with secondary school superintendents, principals, and administrators; and the community college president and respective boards
- Communicate regularly with high school principals and instructional deans via email updates
- Update IRSC portal/website detailing Career Pathways programs and opportunities
- Distribute career and technical education information to all 8th grade students

- Present Career Pathways information at school open houses, student/school events,
- Present career and technical education programs information to counselors during the annual workshop
- Create, print, and/or distribute Career Pathways publications to students, parents, teachers and business partners
- Create press releases
- Host/support Career Pathways events at the IRSC campuses

2B. Sebastian River High School (SRHS) and Vero Beach High School (VBHS) include the core academic subjects in the career and technical programs i.e. SRHS utilizes an academy approach to learning which includes a capstone activity upon completion of a program of study. VBHS integrates career and academic courses by implementing the Florida Sunshine State Standards into each program area. **NO**

PLANNED CHANGES

2C. Field trips, guest speakers, and work-based learning experiences are ways in which students will gain an understanding of the industries which they study i.e. architects speak to the drafting program students about their careers and field trips occur to expose different designs and buildings. Eleventh and twelfth grades career students participate in Florida Ready to Work Certification where students earn a credential in reading for information, applied mathematics, and locating information. The twelfth graders' experience includes internships and work-based learning which is monitored by the career specialists. **NO PLANNED CHANGES**

2D. In preparation for students who desire to become industry certified, career teachers are aware of the importance of instructing their students in rigorous content in each occupational area. For instance, in Culinary Arts both schools tested 38 students and 37 became certified food managers. This would be impossible without a challenging curriculum.

2E. All students at each high school are encouraged to enroll in the most demanding course work. The guidance counselors and teachers recommend students to participate in AP, IB, and Honors level courses. **NO PLANNED CHANGES**

3. Professional/Curriculum Development—NO PLANNED CHANGES

- SDIRC developed a procedure for initial teachers which includes unit and lesson planning, critical thinking/FCAT, professional ethics, cooperative learning/teaching strategies, modifying instructions, working with ESE students, assessment, abuse awareness, creating and using rubrics, equity, grading practices, assessment driven instructional modifications, motivation and learning theories, performance measures training, differentiated instruction, reading development, and instructional technology. This 88 hour training is conducted on Saturdays and early release Wednesdays and the teacher is given a year to complete these workshops.
- In addition to the sessions mentioned above, academic, guidance, administrative and career and technical education personnel will be provided comprehensive professional development that promotes the integration of coherent and rigorous content aligned with challenging academic standards and relevant career and technical education. The following district-wide workshops will be held during the five-year plan for academic and career education: rigor/relevance framework to examine curriculum, instruction, and assessment; instructional strategies to develop more rigorous and relevant instruction to enable students to achieve at higher levels; student learning styles (concrete-sequential, abstract-sequential, concrete-random, abstract-random); integration curriculum aligned with Sunshine State Standards; assessments that will enhance the student's ability to perform based on instructional strategies; and educational technology.

4. Stakeholder Involvement—NO PLANNED CHANGES

Career and technical education relies heavily on its networking among business partners. Each career and technical program has an advisory committee which meets twice a year to give the teachers their input concerning the curriculum, activities, and other items that may benefit the students. These advisory committees have teachers, administrators, students, business partners, and parents that discuss the development, implementation, and evaluation career and technical education programs. Representatives from business and industry, postsecondary institutions, armed services, and local agencies participate in career/job fairs that are held at each school. All juniors and seniors attend these activities that enable them to gather more information about their career choice. Events such as the Career and Technical Extravagance at Indian River Mall and Academy Awareness where parents and students participate and gather information about the career programs that helps them make a well-informed decision about the student's career choice. Upcoming tenth graders do a walk-through of all the career and technical programs where the teachers given the students a summary of the program and the students watch a video of all the career programs before they register. Their parents/guardians are required to sign their registration form that states the career and technical program they chose. The consortia collaborate with its members and strive to meet the needs of every career and technical student. Indian River Community College hosts "Great Explorations" that is an event designed to introduce high school students from the four-county area to career options. The students engage in related hands-on activities and they are introduced to business people and professionals employed in their area of interest. A leadership committee comprised of administrators of the four-county area and IRCC meet quarterly to discuss items that affect our programs and students.

5. Size, Scope and Quality—NO PLANNED CHANGES

SDIRC is considered a medium district as appears on the Secondary Size Identification Table showing 3,387 students enrolled or 1.19% percentage of total enrollment. Career and technical plays an important role in the curriculum and instruction department as well as in the School Board’s and Superintendent’s perception. Goal 2 of Section 1, Superintendent’s Five Year Strategic Plan says “The district will provide career and technical programs to ensure that students will receive a marketable and complete academic and career courses that prepare them for success in college and/or the workplace.” The objective of that goal is “The district will conduct a comprehensive review of all career and technical programs in affiliation with the community college and local business community.” When the Plan needs revision, career and technical education will definitely provide strategies that improve the quality of career and technical education programs.

SIZE, SCOPE & QUALITY PROGRAMMATIC REQUIREMENTS CHART

This chart, to be completed by the eligible recipient, may be duplicated for the appropriate required number of programs (from 1-5) based on information listed by district in the **Perkins IV Implementation Guide** at: <http://www.fldoe.org/workforce/dwdgrants/>.

An **EXAMPLE** chart follows for eligible recipient guidance.

| SIZE, SCOPE & QUALITY PROGRAMMATIC REQUIREMENTS CHART | | | |
|--|---------------------------------|--------------------------------|--|
| SIZE (Items 1- 4 below) | | | |
| 1. Identify Program Name(s) | 2. Identify Program #(s) | 3. Identify CIP Code(s) | 4. Identify Courses Offered to Reach Concentrator Status for Each Program |
| Commercial Photography Technology | 8772000 | 0650040600 | 8772010 Commercial Photography Technology 1 8772020 Commercial Photography Technology 2 8772030 Commercial Photography Technology 3 8772040 Commercial Photography Technology 4 |

| |
|---|
| SCOPE (Items 5 & 6 below) |
| 5. Describe How Program(s) (listed under “Size”) Align with Business and/or Industry |
| Program has an advisory committee who offer their expertise in the development of curriculum. |
| 6. Describe How Program(s) (listed under “Size”) Offer Dual Enrollment and/or Articulated Credit Opportunities |
| Students may earn college credits at Indian River State College upon successful completion of three sequential courses. |
| QUALITY (Items 7 & 8 below) |
| 7. Identify Industry Certification and/or Licensure Available for the Program(s) Identified Under “Size” |
| Students may receive an Adobe License by successful being assessed in Photoshop. |
| 8. Describe if Program(s) Identified under “Size” are High Skill, High Wage or High Demand and Document Source |
| List identification source for determining High Wage, High Skill or High Demand. The statewide Targeted Occupations Lists (TOL) and/or regional TOL may be used to identify High-Skill/High-Wage or High-Demand careers that align with your programs. Information may be accessed at: http://www.labormarketinfo.com/wec/TargetOccupationList.htm . |
| Workforce Region 20, Targets Occupations List as 271014, Multi-Media Artists and Animators |
| 9. Describe how the eligible recipient ensures that academics are an integral component of all the CTE Programs identified under “Size”. |
| The Commercial Photography teacher develops activities and/or projects which involve the integration of academic subjects, especially English when preparing scripts. |

SIZE, SCOPE & QUALITY PROGRAMMATIC REQUIREMENTS CHART

This chart, to be completed by the eligible recipient, may be duplicated for the appropriate required number of programs (from 1-5) based on information listed by district in the **Perkins IV Implementation Guide** at: <http://www.fldoe.org/workforce/dwdgrants/>.

An **EXAMPLE** chart follows for eligible recipient guidance.

| SIZE, SCOPE & QUALITY PROGRAMMATIC REQUIREMENTS CHART | | | |
|---|-------------------------|-------------------------|--|
| SIZE (Items 1- 4 below) | | | |
| 1. Identify Program Name(s) | 2. Identify Program #s) | 3. Identify CIP Code(s) | 4. Identify Courses Offered to Reach Concentrator Status for Each Program |
| Criminal Justice Operations | 8918000 | 0743010305 | 8918010 Criminal Justice Operations 1 8918020 Criminal Justice Operations 2 8918030 Criminal Justice Operations 3 8918040 Criminal Justice Operations 4 |

| |
|---|
| SCOPE (Items 5 & 6 below) |
| 5. Describe How Program(s) (listed under “Size”) Align with Business and/or Industry |
| Program has an advisory committee that provides expertise in this field and reviews the curriculum/activities. |
| 6. Describe How Program(s) (listed under “Size”) Offer Dual Enrollment and/or Articulated Credit Opportunities |
| Students earn college credits through an articulation agreement at IRSC once it is established. |
| QUALITY (Items 7 & 8 below) |
| 7. Identify Industry Certification and/or Licensure Available for the Program(s) Identified Under “Size” |
| Workforce Florida, Inc. Comprehensive Industry Certification List does not have a test or a license for students. |
| 8. Describe if Program(s) Identified under “Size” are High Skill, High Wage or High Demand and Document Source |
| List identification source for determining High Wage, High Skill or High Demand. The statewide Targeted Occupations Lists (TOL) and/or regional TOL may be used to identify High-Skill/High-Wage or High-Demand careers that align with your programs. Information may be accessed at: http://www.labormarketinfo.com/wec/TargetOccupationList.htm . |
| Identified on the Workforce Region 20 Targeted Occupation List as 333051 as Police and Sheriff’s Patrol Officers as a HSHW |
| 9. Describe how the eligible recipient ensures that academics are an integral component of all the CTE Programs identified under “Size”. |
| The Criminal Justice teacher collaborates with the science and math teachers to develop integrated activities for the program. |

6. Evaluate and Continuously Improve Performance—NO PLANNED CHANGES

The administrator and career specialists will research occupational areas using information provided by Indian River Chamber of Commerce, State of Florida Agency for Innovation Labor Market Statistics, and the Workforce Development Board of the Treasure Coast to examine careers that better meet the needs of our community (revise and update current career programs). An annual report will result that states the findings and recommendations will be sent to the Assistant Superintendent of Curriculum and Instruction.

7. Special Populations Students Levels, Self-sufficiency—NO PLANNED CHANGES

A. SDIRC encourages students with special needs to enroll in career and technical programs. Tutoring services, academic remediation, equipment and curriculum modifications and other support services will be provided to assist students who are members of special populations to successfully complete their career and technical program. The ESE Program Specialist will provide enhanced guidance and counseling services.

B. The Modified Occupational Completion Points (MOCP) are selected sets of student performance standards that fall between pre-established occupational completion points. These MOCP's will be used in the three targeted programs that give the teacher and special population student a targeted outcome. The ESE Resource Specialist will ensure that Individual Education Plans are developed and monitored. Students and parents meet with the ESE staff, guidance counselors and teachers to complete the student's IEP.

C. Activities will be provided to prepare special populations, including single parents and displaced homemakers, for high-skill, high-wage, or high-demanded occupations that will lead to self-sufficiency. Access to career and technical programs will be given by recruitment which includes a walk-through of the programs, videos of the programs, college night, career fair, internships, and Career and Technical Programs of Study booklet.

8. Discrimination—NO PLANNED CHANGES

Presentations and written communications will have no stereotyping or bias with regard to race, age, sex, national origin, or handicapping condition.

9. Non-traditional Careers—NO PLANNED CHANGES

The Career Specialists have implemented programs, services, and activities for non-traditional careers and will continue counseling students about non-traditional careers. In their recruitment activities, non-traditional programs will be highlighted such as the Nursing Assistant for males; Automotive Service Technology for females; according to the non-traditional indicators for Perkins IV processing, Web Design doesn't meet the qualifications. The career specialists will obtain guest speakers who work in a non-traditional field speak to students. Students are encouraged to enroll in these programs by the Career Specialist. The Public Information Officer interviewed past high school graduates and these interviews are shown on the morning announcements. The director made a special effort to identify people who were employed in a non-traditional career.

10. Career Guidance and Academic Counseling—NO PLANNED CHANGES

SDIRC developed a comprehensive school counseling program resource guide that states the goals of the counseling program are to assist each individual in achieving educational success, developing consistencies in career and life planning and in acquiring and applying knowledge of self and others. The high school career specialist is a part of the guidance team and an integral part of the total education program. Counselors proactively implement a 9-12 guidance curriculum to enhance academic achievement, personal/social, and career development. The job responsibility of a career specialist mirrors the job responsibilities of a guidance counselor. They include guiding and counseling groups of individual students through the development of educational and career plans, consulting with teachers, parents, guidance counselors, administrators and appropriate staff to meet the career development needs of students, and maintaining ongoing professional development. The career specialist will attend local and state staff development activities and relevant workshops/conferences sponsored by

professional organizations. The career specialists collaborate with the Research Coast Pathways Consortium and the community college to acquire training opportunities for the career and technical students. The career specialists also attend college night and encourage the career students to attend it as well by using ConnectEd (phone system that leaves a message for parents) and presenting this information to all juniors and seniors in their career programs.

11. Teacher Recruitment, Retention, Transition—NO PLANNED CHANGES

A. The Personnel Department and school administrators recruit teachers, including individuals in groups underrepresented in the teaching profession, by attending job fairs at Bethune-Cookman, Florida Agricultural Mechanical University, Florida State University, University Central Florida, University of Florida, University of Miami, University North Florida, and Great Florida Teach-In each year. SDIRC utilizes Teachers for Teachers website as a recruitment tool. All instructors must meet the qualifications for a teaching position and be highly qualified to meet NCLB requirements.

B. SDIRC has a board rule that allows individuals possessing occupational expertise in the areas of career and technical education i.e. health science, public service, industrial, etc. to be certified. The superintendent shall ensure that personnel in non-degreed career and technical instructional positions meet minimum requirements for employment and shall maintain records of such information in each employee's personnel file.

12. Partnership with Local Charter Schools—NO PLANNED CHANGES

Indian River Charter High School receives a letter each year informing the principal of the federal funding available, including Carl Perkins Career and Technical Education; they chose not to participate. Carl Perkins' funds provide the charter school bus transportation to

IRCC main campus, Fort Pierce, Florida, for Great Explorations so their students have an opportunity to tour the postsecondary career and technical programs.

13. Purposes and Programs for Members of the Consortium

The goal is for all career/technical education students to obtain equal access and maximum benefit from their educational experience enabling an effective transition into the college environment and information/opportunities are disseminated/offered to all career/technical education students within the Consortium. The anticipated success is enhanced student access and success.

14. List of Names and Addresses of the Sites Served in 2012-2013

Vero Beach High School
1707 16th Street
Vero Beach, FL 32960

Sebastian River High School
9001 90th Avenue
Sebastian, FL 32958

Commercial Photography, 8772000, CIP 0650040600
New Media Technology, 8417210, CIP 0511080100

New Media Technology, 8417210, CIP 0511080100
Criminal Justice Operations, 8918000, CIP 0743010305

15. Support for Reading/Strategic Initiatives for 2012-13

Career and Technical Education teachers will continue to use “Reading Across the Curriculum” to follow the district’s philosophy that “all teachers are reading teachers.” The teachers have attended instructional strategies workshops where they learn how to teach for rigor and relevance by using Dr. Daggett’s “Teacher Handbook, Instructional Strategies.” This provides teachers with a continuous improvement of teaching and enables teachers to make good decisions about how to present material. All students are enrolled in an FCAT preparation class in the ninth grade through the use of the Read 180 Program. Read 180 meets the criteria for Just Read, Florida! because it is a

comprehensive, coordinated reading program which is aimed at helping every student become a successful, independent reader. Career and Technical students who need assistance in grades 10-12 will have access to Read 180. The career specialists will continue to meet with career and technical students to conduct counseling and utilizing career software for students' career plans, including post-secondary education.

The career specialists will collaborate with the guidance departments to ensure that the guidance counselors have an understanding of career and technical programs and the importance of the coherent sequence of courses that are required. Automotive Service Technology (industry certified by NATEF) is required to test and interview applicants who desire to enter that program. The career specialists have the responsibility of delivering that process. Sebastian River High School utilizes an academy approach to learning; therefore, the core academic subjects are included within the career and technical programs. Vero Beach High School's academic curriculum is in accord with the career and technical subjects; for instance, English requires a project of a student's career choice.

Career and technical students are enrolled in core academic classes that prepare them to enter a postsecondary education without remediation and/or high-skilled entry-level employment. The career teachers offer a variety of instructional activities, strategies and methods to improve student achievement. Students participating in a career and technical program receive an integrated, applied curriculum using Rigor/Relevance Framework that enables them to succeed in college and careers. Many of the career and technical programs include an integrated project which requires students utilize their academic skills pertaining to English, science, math and social studies. This senior capstone project is a culmination of the curriculum and includes oral and written presentations about a topic approved by the teacher. The teachers have access to disaggregated student performance data for analysis and instructional planning by the District's data management software, Performance Measures (PM2). PM2 can report students' results by NCLB subgroups and FCAT achievement levels to teachers.

Students are monitored using PM2 and their individual results will determine what instructional strategies or accommodations are needed. Utilizing PM2 will enable our secondary career/technical and academic teachers to improve students' reading, mathematics and science education. The goal of Indian River County School District is that all students graduating from high school need to be prepared to enter postsecondary or the workforce without required remediation in reading, mathematics and/or science.

Students that enroll in career and technology programs are taught the same academic requirements that are obtained by their peers and are encouraged to receive postsecondary credit by dual enrollment at IRSC thus they are expanding the opportunities for postsecondary degrees. The career students must pass the FCAT in the 10th grade and meet all the requirements to graduate. The core curriculum for career students is coherent and rigorous content aligned with challenging academic standards to improve college and career readiness. To meet the Florida State Board of Education Next Generation Strategic Areas of Focus crosswalk, career programs align workforce education with skill requirements of the new economy by giving students the opportunity to strengthen students' foundations skills. All students' assessment data is entered into PM2, software that tracks each student's progress, and is readily available to teachers so they can see their students test scores. This enables the teacher to observe the benchmarks and determine the area that each individual needs remediation.

The Career Specialists' responsibilities include recruitment of students in all career and technical programs. A pamphlet entitled "School to Careers, Career and Technical, Programs of Study" has a 6 year plan for the students to follow. In grades 9-12, it outlines the academic courses that the student needs i.e. foreign language, algebra 2, chemistry, etc. in order to meet his/her goals plus the career program. It lists what courses are required at Indian River State College (IRSC) should that student pursue an A.S. degree in that field.

16. Automotive Service Technology Education Programs – NO PLANNED CHANGES

Sebastian River High School and Vero Beach High School's automotive service technology programs are industry certified as is stated on the Florida NATEF/ASE Certified Programs (see attached).

17. Local Performance Accountability Information – NO PLANNED CHANGES

FL DOE Division of Workforce Education will negotiate all secondary state performance targets. SDIRC will work toward meeting local improvements targets that are established by the Florida Department of Education. State level Secondary Performance targets are pending approval from the Office of Vocational and Adult Education (OVAE). SDIRC will receive, under separate cover, from the Division of Workforce Education, individualized Perkins IV performance core indicator data for the school district's improvements targets identified.

18. Local Program Improvement Plan

As required in Section 123 of the Act, a local program improvement plan by the School District is as follows: the District failed to achieve at least 90% on 5S1, Secondary Placement on its local actual performance for 2010-2011. The District agreed to 87% on 5S1 but only performed 71.11%. Comparing the percentages from the last two years, the District shows a spiraling downward trend from 12% in 2009-10 to 16% in 2010-11 using the target and the actual performance.

Placement is difficult in today's marketplace and economic conditions; however, Career Specialists will host a college night and job fair in an effort to increase the number of students in this category. In addition, they will work closely with the armed services recruiter, local employers, chamber of commerce, and postsecondary institutions (primarily IRSC where career programs articulate).

20. GEPA Requirements – NO PLANNED CHANGES

Career and Technical Programs of the School District of Indian River County are offered to all students regardless of gender, race, national origin, color, or disability; except when it is necessary to meet bona fide program requirements. The SDIRC shall take all necessary actions to comply with the letter and spirit of state and federal laws providing for equitable participation. The School District will utilize all possible and appropriate strategies to ensure equitable access to and participation in career and technical programs

Carl D. Perkins, Secondary, Section 131 APPLICATION REVIEW CRITERIA AND CHECKLIST

- Include this form in the application package.
- Place all items requested in the order indicated below.
- Include only the items requested.
- Place page numbers on every page consecutively, at the bottom, beginning with the DOE 100A as page 1. Page numbers written by hand are permissible if electronic numbering is a problem.
- Staple upper left corner of the complete application package (no spiral bindings, notebooks or cover pages, please).

| Place in the following order | Item | Applicant Provide page #s for items listed | DOE Staff | |
|------------------------------|---|---|-------------------------------|------------|
| | | | ✓ Check appropriate box below | |
| | | | Complete | Incomplete |
| 1 | DOE 100A, Project Application – with original signature | 1 | | |
| 2 | DOE 101, Budget Narrative Form If consortium, include an individual form for each of the agencies in the consortium. | 2 | | |
| 3 | Projected Equipment Purchases Form OR other equipment documentation | 4 | | |
| 4 | Self-Evaluation Form | 6 | | |
| 5 | Narrative Section | | | |
| | 1. Part A and Part B Use of Funds | 10 | | |
| | 2. Program of Study – 2A-2E (include applicable lists) | 15 | | |
| | 3. Professional / Curriculum Development | 19 | | |
| | 4. Stakeholders Involvement | 20 | | |
| | 5. Size, Scope & Quality | 21 | | |
| | 6. Evaluate and Improve | 23 | | |
| | 7. A - C Barriers, Special Pops Levels, Self-sufficiency | 24 | | |
| | 8. Special Populations Non-Discrimination | 24 | | |
| | 9. Non-traditional Fields | 25 | | |
| | 10. Career Guidance and Counseling | 25 | | |
| | 11. A – B Teacher Recruitment, Retention, Transition | 26 | | |
| | 12. Charter School Support | 26 | | |
| | 13. Consortium Projects - ONLY | 26 | | |
| | 14. Sites and CIPs Lists | 27 | | |
| | 15. Support for Reading / Strategic Imperatives | 28 | | |
| | 16. Automotive Service Technology | 30 | | |
| | 17. Local Performance Accountability Information | 30 | | |
| | 18. Local Program Improvement Plans – if applicable | 30 | | |
| | 20. GEPA | 31 | | |
| 6 | Application Review Criteria and Checklist | 32 | | |

I:\RFA - RFP's\11-12\Perkins\secondary_11.doc 1/25/2012 10:20 AM

FLORIDA DEPARTMENT OF EDUCATION
Project Application

TAPS Number
13B005

Please return to:

Florida Department of Education
Bureau of Grants Management
Room 325B Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400
Telephone: (850) 245-0498

Program Name:

**Carl D. Perkins
Postsecondary, Section 132
Entitlement
Fiscal Year 2012-2013**

DOE USE ONLY

Date Received

B) Name and Address of Eligible Applicant:

School District of Indian River County
Adult and Community Education
1990 25th Street
Vero Beach, FL 32960

Project Number (DOE Assigned)

C) Total Funds Requested:

\$30,975

DOE USE ONLY

Total Approved Project:

D)

Contact Name:
Ruth Shaw

Telephone Number:
772-564-4995

Fax Number:
772-564-4977

Applicant Contact Information

Mailing Address:
1426 19th Street
Vero Beach, FL 32960
SunCom Number:

E-mail Address:
Ruth.shaw@indianriverschools.org

CERTIFICATION

I, Frances J. Adams, do hereby certify that all facts, figures, and representations made in this application are true, correct, and consistent with the statement of general assurances and specific programmatic assurances for this project. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

E)

Signature of Agency Head

DOE 100A
Revised 12/07

Page 1 of 2

Gerard Robinson, Commissioner



A) SCHOOL DISTRICT OF INDIAN RIVER COUNTY ADULT EDUCATION

| |
|--------------------|
| TAPS Number |
|--------------------|

B)

| |
|---------------|
| 13B005 |
|---------------|

Project Number: **(DOE USE ONLY)**

**FLORIDA DEPARTMENT OF EDUCATION
Budget Narrative Form**

Consortiums meeting the requirements in Section 131 (f) (1) (2) of the Act must submit a separate Budget Narrative Form for each participating member.

| (1) FUNCTION | (2) OBJECT | (3) ACCOUNT TITLE AND NARRATIVE | (4) FTE POSITION | (5) AMOUNT |
|-----------------|---------------|---|------------------------|-----------------|
| 5300 | 120 | Salary for part-time Pharmacy Technician Teacher (\$18/hour x 470 hours); Required Use of Funds 1,2,3,6,7,9; Perkins IV Performance Measures 1A1,2A1,3A1,4A1,5A2 | .25 | \$ 8,460 |
| 5300 | 120 | Salary for Nursing Clinical Instructors (\$30/hour x 300 hours); Required Use of Funds 1,2,3,6,7,9; Perkins IV Performance Measures 1A1,2A1,3A1,4A1,5A2 | .20 | \$ 9,000 |
| 5300 | 220 | FICA 7.65% for part-time Pharmacy Technician Teacher and Nursing Clinical Instructors; Required Use of Funds 1,2,3,6,7,9; Perkins IV Performance Measures 1A1,2A1,3A1,4A1,5A2 | .45 | \$ 1,336 |
| 5300 | 240 | Workers Compensation and Medicare 3.45% for part-time Pharmacy Technician Teacher and Nursing Clinical Instructors; Required Use of Funds 1,2,3,6,7,9; Perkins IV Performance Measures 1A1,2A1,3A1,4A1,5A2 | .45 | \$ 602 |
| 5300 | 210 | FRS 4.91% for part-time Pharmacy Technician Teacher and Nursing Clinical Instructors; Required Use of Funds 1,2,3,6,7,9; Perkins IV Performance Measures 1A1,2A1,3A1,4A1,5A2 | .45 | \$ 847 |
| 5300 | 641 | Blood Pressure Simulator with Speaker System for the Patient Care Technician Program; Required Use of Funds 1,2,3,4,7,9; Perkins IV Performance Measures 1A1,2A1 3A1 | | \$ 1,230 |
| 5300 | 510 | Supplies for Medical Assisting and Pharmacy Technician Programs: Syringes, Needles, Paper, Thermometers, Latex Gloves, Bandages, Sutures, EKG Tabs, Vac Tubes; Required Use of Funds 1,2,3,6,7,9; Permissive Use of Funds 7,9,12; Perkins IV Performance Measures 1A1, 2A1, 4A1 | | \$ 1,362 |
| 5300 | 730 | Tuition—Fees and textbooks through 6/30/13 for non-traditional and special population students enrolled in CTE programs and renewal fee for Professional Medical Coding Curriculum; Permitted Use of Funds 16, 20; Required Use of Funds 7, 8, 9; Performance Measures 5A1, 5A2 | | \$ 6,650 |
| 5300 | 790 | Indirect cost fee 5% (Non-equipment) | | \$ 1,488 |
| | | | C) TOTAL | \$30,975 |



**Florida Department of Education
Division of Career and Adult Education**

PROJECTED EQUIPMENT PURCHASES FORM

Equipment projected to be purchased with funds from this grant **must** be submitted on this form **or** in a format that contains the information appearing on this form.

A) Indian River County School District
Name of Eligible Recipient

TAPS Number
13B005

B) _____
Project Number (**DOE USE ONLY**)

Agencies are accountable for all equipment purchased using grant funds including those below the agencies threshold.

PROJECTED EQUIPMENT PURCHASES
(Cells will expand when text is typed.)

| ITEM # | FUNCTION CODE | OBJECT CODE | ACCOUNT TITLE | DESCRIPTION | SCHOOL / PROGRAM | NUMBER OF ITEMS | ITEM COST (\$) | TOTAL AMOUNT (\$) |
|--------|---------------|-------------|----------------------------------|--|--|-----------------|----------------|-------------------|
| | A | B | C | D | E | F | G | H |
| 1 | 5300 | 6410 | Furniture, Fixture and Equipment | Blood Pressure Simulator Arm with Speaker System | Adult and Community Education School/Patient Care Technician | 1 | \$1,230 | \$1,230 |
| 2 | | | | | | | | |
| 3 | | | | | | | | |

Inventory Guidelines

The following elements are required on the inventory of all equipment purchased.

EDGAR 80.32(d)(1): Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

State Requirements for inventory elements are located in Rule 69I-72.003, Florida Administrative Code, Recording of Property.

Does the agency's inventory system contain all required federal and state elements listed above? Yes xx No

Self-Evaluation Form
Carl D. Perkins Career and Technical Education Postsecondary Projects

Projects recommended for FY 2012-2013 continuation funding must show successful performance accomplishments during the 2011-12 project year. Any shortfalls or negative answers must be explained.

Eligible Recipient name: Indian River County School District

Grant Project # for 2011-12: 310-1612A-2CP01 Form prepared by (name and title): Ruth Shaw, Coordinator

Perkins Grant Lead Contact (name and title): Ruth Shaw, Coordinator Email: ruth.shaw@indianriverschools.org

Agency staff designated to submit student data through the online databases:
 (Name and title): Kevin Williams, System Analyst Email: kevin.williams@indianriverschools.org

Cells will expand when text is typed.

| Evaluation of FY 2011-12 Project | <input checked="" type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | If NO, recipient must adequately explain any changes. Use 12-point font and single spacing. |
|---|---|--|---|
| a) Are grant expenditures directly related to and proportionate with performance outcomes achieved in 2011-2012? | x | | |
| b) Has local Perkins IV most recent available performance data (2010-2011) been reviewed for accuracy? | x | | |
| c) Has the eligible recipient attended the annual statewide data reports workshop and/or MISATFOR/WEDDAC meetings hosted by FLDOE? | x | | |
| d) Has the eligible recipient accessed a copy of the Quality Assurance Policies, Procedures, and Protocols developed by the Division of Career and Adult Education? | x | | |
| e) Does eligible recipient understand and continue to meet the programmatic requirements for size, scope, and quality to achieve continuous improvement? | x | | |
| f) Has the eligible recipient participated in career and technical education bi-monthly conference calls with the Chancellor of the Division of Career and Adult Education? | x | | |

| Evaluation of FY 2011-12 Project | ✓ YES | ✓ NO | If NO, recipient must adequately explain any changes. Use 12-point font and single spacing. |
|---|----------|---------|--|
| g) Has the eligible recipient received regular electronic communication from the Chancellor of Division of Career and Adult Education regarding issues related to the administration of Perkins IV? | | | |
| Are the following 9 Required Use of Funds (statutory considerations for compliance) still in place according to the original local application (2008-2009) and any approved amendments? | | | |
| 1. Integration of Academic and Career and Technical Education | x | | |
| 2. Secondary and postsecondary linkages through Programs of Study | x | | |
| 3. Providing strong experience in and understanding of all aspects of industry | x | | |
| 4. Use of technology in career and technical education | x | | |
| 5. Professional development programs | x | | |
| 6. Evaluation of career and technical education programs | x | | |
| 7. Initiate, improve, expand and modernize quality CTE programs, including relevant technology | x | | |
| 8. Provide services and activities that are of sufficient size, scope and quality to be effective | x | | |
| 9. Prepare special populations for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency | x | | |

Address the following:

Cells will expand when text is typed.

| Evaluation of FY 2011-2012 Project | |
|--|---|
| h) What dollar amount of your local 2011-2012 basic grant funds went to each of the following types of CTE programs? | \$ <u>0</u> for Grades 7-8 middle school CTE \$ <u>0</u> for Grades 9-12 high school CTE |
| i) If you conduct an annual assessment of local program offerings, what criteria is used to assess programs? | List criteria: Student enrollment, revenue vs. cost, course evaluations from students |
| j) If you use a rubric or other form of evaluation to measure program effectiveness, please provide a hardcopy or Web site URL. | Attached: yes _____ no <u>xx</u> _____ or Provide Web site URL: |
| k) Do you have CTE program offerings in high schools classified as "Intervene" status or "Correct I" status" under the FLDOE Differentiated Accountability (D.A.) Model? | Yes _____ No _____ not applicable <u>xx</u> |
| l) Did you and/or staff participate in a D.A. regional team school visit and evaluation during the Fall of 2011 | Yes _____ No <u>xx</u> not applicable _____ |
| m) Will your LEA's 2012-2013 Perkins funding allocation target CTE programs in Correct II or Intervene High Schools? | Yes _____ No _____ not applicable <u>xx</u> |
| n) What was the total amount of your agency's Perkins 2011-12 funding allocation for this project? | \$55,189 |
| o) How much has been spent to date? | \$48,917 |
| p) What amount will be spent and/or encumbered by June 30, 2012? | \$55,189 |
| q) If 100% of the total allocation will not be spent and/or encumbered by June 30, 2012, explain why: | |

Any performance shortfalls must be explained by including corrective measures put into place to prevent future shortfalls.
Please respond here and use as much room as necessary to adequately address:

Do you need technical assistance? Yes _____ No _____

If yes, to facilitate service, please state your need(s) and your program manager will contact you.

Please respond here:

**REGIONAL WORKFORCE BOARD
COORDINATION ASSURANCE FORM**

Complete Section A or B as appropriate and include in application package.

-----Section A

The Superintendent or Agency Head certifies that this application has been submitted to the Regional Workforce Board and that the activities outlined in the application are consistent with current Regional Workforce Board plans.

Signature of Superintendent/Agency Head

Date Submitted to Regional
Workforce Board

Regional Workforce Boards are invited to submit comments regarding the application to the Division of Workforce Education, Grants Administration office by **April 2, 2012.**

Note: Section 112 (b) (8) and 121 (c), Title I, Workforce Investment Act (WIA), sets expectations for recipients of Perkins postsecondary funds, or funds under Title II, WIA, Adult Education and Family Literacy, to enter into a Memorandum of Understanding with the Regional Workforce Board for participation in the One-Stop system.

-----Section B

The Superintendent or Agency Head certifies that this **application covers more than one Workforce Development Region**. The activities outlined in this application are related to Workforce Development and are consistent with the current Regional Workforce Board plans for all regions included in this application. ***Application submission to the Regional Workforce Board is not required.***

Signature of Superintendent/Agency Head

Date

Note: Section 112 (b) (8) and 121 (c), Title I, Workforce Investment Act (WIA), sets expectations for recipients of Perkins postsecondary funds, or funds under Title II, WIA, Adult Education and Family Literacy, to enter into a Memorandum of Understanding with the Regional Workforce Board for participation in the One-Stop system.

1. Part A:

REQUIRED LOCAL USES OF FUNDS (Scope of Work)
(Perkins IV, SECTION 135)

Nine Required Activities

Applications must complete the cells in this column for each of the nine Required Uses of Funds by describing any planned changes to their approved 208-13 Local Plan, submitted in June 2008, or write NO PLANNED CHANGES for how the career and technical education programs will be carried out.

Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:

1. strengthen the academic and career and technical skills of students participating in career and technical education programs, by strengthening the academic and career and technical education components of such programs through the integration of academics with career and technical education programs through a coherent sequence of courses, such as career and technical programs of study to ensure learning in -
 - A. Core academic subjects; and
 - B. Career and technical education subjects;

2. link career and technical education at the secondary level and career and technical education at the postsecondary level, including by offering the relevant elements of not less than 1 career and technical program of study;

1. The School District of Indian River County Adult Education Program will provide career guidance and academic counseling for students participating in career and technical programs by employing one part time (0.8) career specialists who will serve adult career students. The career specialist will have an understanding of career and technical programs and the importance of the coherent sequence of courses that are required for success in the workplace. **No planned changes.**

2. The School District of Indian River County has articulation agreements with Indian River State College and Research Coast Career Pathways Consortium whereby secondary and post-secondary students are informed about, and encouraged, to choose the appropriate venue for future learning and transition to a career of continuous learning. The District is constantly evaluating its career and technical programs by using industry contacts and advisory committees to ensure that students have the opportunity to participate in continuing post-secondary technical programs. **No planned changes.**

REQUIRED LOCAL USES OF FUNDS (Scope of Work)
(Perkins IV, SECTION 135)

Nine Required Activities

Applications must complete the cells in this column for each of the nine Required Uses of Funds by describing any planned changes to their approved 208-13 Local Plan, submitted in June 2008, or write NO PLANNED CHANGES for how the career and technical education programs will be carried out.

Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:

- 3. provide students with strong experience in and understanding of all aspects of an industry, which may include work-based learning experiences;
- 4. develop, improve, or expand the use of technology in career and technical education, which may include-
 - A. training of career and technical education teachers, faculty, and administrators to use technology, which may include distance learning;
 - B. providing career and technical education students with the academic and career and technical skills (including the mathematics and science knowledge that provides a strong basis for such skills) that lead to entry into the technology fields; or
 - C. encouraging schools to collaborate with technology industries to offer voluntary internships and mentoring programs, including programs that improve the mathematics and science knowledge of students;

3. Adult Education post-secondary career graduates demonstrate their understanding of all aspects of an industry by passing the related industry certified and/or State prescribed examinations. Our career curriculum is at least 80% hands-on promoting complete understanding of industry applications. **No planned changes.**

4. The training of career and technical education teachers will continue to be essential. The School District of Indian River County recognizes that in order to prepare students for success, teachers (and students) have a critical need for both technology resources and the knowledge to use those resources. Teachers regularly update their various state and national certifications by participating in regular training to maintain the standards of their specialties, thus assuring their continued technological understanding of the industries they teach. They will also participate in staff development offered by the district and professional development offered by the various industry trainers. Teachers are trained in new software and web-bases applications as they are develop and applied. Teachers and students are provided with up-to-date technology and software that supports their industry training. Through advisory committees, teachers maintain close ties with the industries they represent and provide students with appropriate field experiences in addition to

REQUIRED LOCAL USES OF FUNDS (Scope of Work)
(Perkins IV, SECTION 135)

Nine Required Activities

Applications must complete the cells in this column for each of the nine Required Uses of Funds by describing any planned changes to their approved 208-13 Local Plan, submitted in June 2008, or write NO PLANNED CHANGES for how the career and technical education programs will be carried out.

Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:

5. provide professional development programs that are consistent with Section 122 to secondary and postsecondary teachers, faculty, administrators, and career guidance and academic counselors who are involved in integrated career and technical education programs, including—

- A. in-service and pre-service training on-
 - i. effective integration and use of challenging academic and career and technical education provided jointly with academic teachers to the extent practicable;
 - ii. effective teaching skills based on research that includes promising practices;
 - iii. effective practices to improve parental and community involvement; and
 - iv. effective use of scientifically-based research and data to improve instruction;

classroom instruction. The career educators use strategies that overcome barriers which impede the special population students and enable them to achieve a certification and become more productive citizens. Teachers provide students in need with academic remediation and clinical support to bolster their success.

No Planned Changes

5. As part of the Career Pathways Consortium, professional development programs that are consistent with Section 122 are employed and attended by teachers, administrators, career specialists and guidance counselors.

- In-service training includes effective integration and use of challenging academic and career and technical education flowing from industry standards and certification expectations.
- Teachers will have the opportunity to attend statewide workshops providing “best practices” and opportunities for learning concerning career and technical education paid by Adult and Community Education School.
- SDIRC professional development is research-based to guide the interaction of students and the instructional strategies for improving reading and writing.
- SDIRC offers programs to train teachers in instructional technology applications such as Intel that offers the

REQUIRED LOCAL USES OF FUNDS (Scope of Work)
(Perkins IV, SECTION 135)

Nine Required Activities

Applications must complete the cells in this column for each of the nine Required Uses of Funds by describing any planned changes to their approved 208-13 Local Plan, submitted in June 2008, or write NO PLANNED CHANGES for how the career and technical education programs will be carried out.

Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:

- B. support of education programs for teachers of career and technical education in public schools and other public school personnel who are involved in the direct delivery of educational services to career and technical education students, to ensure that such teachers and personnel stay current with all aspects of an industry;
- C. internship programs that provide relevant business experience; and
- D. programs designed to train teachers specifically in the effective use and application of technology to improve instruction;

- instructor tools which enable the students to receive the latest information available.
- Programs can use ConnectEd (which is a phone system that allows a school to contact all students, or various subgroups) to announce a message.
- Information about career and technical programs is on the district's website.
- Career and technical program advisory committees promote community involvement.
- The district is represented at the Chamber of Commerce.
- Teachers will have the opportunity to attend a National Career Pathways Network (NCPN) conference through the Career Pathways Consortium and workshops offered by Region III and Workforce Education
- The Director communicates with career and technical teachers whenever an article or appropriate training might be applicable to teachers or students. Adult Education supports career and technical teachers by allowing them to attend workshops or sponsor field trips so that they can stay current with all aspects of an industry.
- Industry experience for teachers is constantly updated as they work with community business using their new technologies. **No Planned Changes**

REQUIRED LOCAL USES OF FUNDS (Scope of Work)
(Perkins IV, SECTION 135)

Nine Required Activities

Applications must complete the cells in this column for each of the nine Required Uses of Funds by describing any planned changes to their approved 208-13 Local Plan, submitted in June 2008, or write NO PLANNED CHANGES for how the career and technical education programs will be carried out.

Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:

- 6. develop and implement evaluations of the career and technical education programs carried out with funds under this title, including an assessment of how the needs of special populations are being met;
- 7. initiate, improve, expand, and modernize quality career and technical education programs, including relevant technology;
- 8. provide services and activities that are of sufficient size, scope, and quality to be effective; and
(Refer to the **Perkins IV Implementation Guide** for new state requirements on size, scope, and quality.)
- 9. provide activities to prepare special populations, including single parents and displaced homemakers who are enrolled in career and technical education programs, for high skill, high wage, or high demand occupations that will lead to self-sufficiency.

- 6. The administration and career specialist will evaluate programs based on grant criteria, enrollment, attendance, progress and completers attaining industry certification. Students will continue to evaluate the course and teacher at the conclusion of each course. The Career Specialist will work with teachers to track and monitor all students on an individual basis, including self-identified special populations, and develop an assessment for special populations that may include analyzing data from the Informational System Department. **No Planned Changes**
- 7. This grant will enable the school district to purchase relevant technology/equipment so that students have the opportunity to become industry-certified in their career choice and/or use the new, up-to-date equipment that is found in the workforce. **No Planned Changes**
- 8. SDIRC post secondary offers its students 10 career and technical education programs, exceeding the minimum number required. A Certificate of Completion is awarded to each successful student along with any specialized credentials earned in particular programs. **No Planned Changes**
- 9. The career specialist assists career program teachers and students and actively participates in the guidance function. The career specialist uses strategies that overcome barriers which impede the special population students and enable them to

REQUIRED LOCAL USES OF FUNDS (Scope of Work)
(Perkins IV, SECTION 135)

Nine Required Activities

Applications must complete the cells in this column for each of the nine Required Uses of Funds by describing any planned changes to their approved 208-13 Local Plan, submitted in June 2008, or write NO PLANNED CHANGES for how the career and technical education programs will be carried out.

Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:

become more productive citizens. The specialist works with groups and individuals in all classes to promote a positive career decision-making process. The career specialist researches high skill, high wage or high demand occupations that lead to self-sufficiency and works regularly with the Workforce Development Board of the Treasure Coast. **No Planned Changes**

- 1. Part B:** For the Fiscal years 2008-2013, briefly describe how the career and technical education programs' 20 Permissive Uses of Funds, Section 135 (c), may be carried out with funds received under this title. **NO PLANNED CHANGES**

Permissive Use of Funds #7: Funds may be used for purchasing equipment and instructional aids and publications designed to strengthen and support academic and technical skills achievement. During this five year plan funds will be used to purchase equipment, instructional aids, publications and library resources for the District's medical programs which are high skill, high wage, and high demand programs.

Permissive Use of Funds #9, #12: Funds may be used to develop and/or expand the district's postsecondary career program offerings. The Practical Nursing Program, a high skill-high wage career with high local demand, is currently approved for expansion by the Florida Board of Nursing. Other occupations currently under consideration for addition to the Adult Education Career Program are: HVAC Mechanic, Computer Assisted Design and Drafting Technician, and Microsoft Certified Application Specialist. Any programs approved and/or expanded will carry industry certification.

2. For the fiscal years 2008-2013, briefly describe how the program will address 2A – 2E below (Perkins IV, Section 134(b)(3)).

2A. Offer the appropriate courses of not less than one of the career and technical programs of study described in Section 122(c)(1)(A). SDIRC plans to join the Career Pathways Consortium and support consortium activities; however, no funds will be allocated for this purpose. The District will continue implementing the program of studies requirements identified in the Perkins IV Implementation Guide.

Application Requirements:

1. Adult and Community Education did not develop new programs during the 2011-2012 year and have no plans to develop another program in 2012-13. Programs offered by our school can be reviewed by accessing our web site at www.indianriverschools.org, choose other schools under school links.
2. a. How do you promote the Programs of Study to students, parents and faculty? Adult and Community Education School produced a video about career programs offered by our school that is shown county-wide using the educational channel in the fall 2011. The school advertised our programs on the internet, local media and newspaper, and cartvertising using supermarket shopping carts. The outreach specialist sends emails to all employees about the courses and programs offered through our school.

b. Has a local (or statewide) articulation agreement been signed and approved by the agency head of the participating secondary and/or postsecondary agency for all available Programs of Study? No

c. How postsecondary education credits earned under the articulation agreement awarded to students. Adult and Community Education offers clock hour programs rather than credits.

d. The process used to identify the locally endorsed sequence of academic and career and technical education courses from grade 9 through the postsecondary component of the program of study. Minimum basic skills grade levels required for postsecondary adult career and technical are met before a student receives a certificate of a 450 or more hour career program. The Test of Adult Basic Education determines what level the student is performing. If the student doesn't meet the basic skills level of that career program, he/she may enroll in GED classes. Students may be exempt from meeting the basic skills requirements by earning an eligible industry certification. All career programs offer a sequence of courses that provides coherent and rigorous content aligned with challenging academic standards and relevant technical knowledge and skills needed to prepare for further education and/or the workplace.

e. How the CTE Programs of Study reflect programs which are guided by the workforce and economic development needs of business/industry, the community and employment opportunities. Adult and Community Education School stays in contact with local businesses/industries by participating in the Chamber of Commerce, holding advisory meetings of each career program, and researching the employment opportunities in the Treasure Coast Region.

3. Adult and Community Education School offers 9 CTE programs.
4. To date, two CTE Programs of Study have been completed using the State Template.
5. Over the summer, each CTE instructor reviews and updates his/her program. The advisory committees of each CTE Program provide input and suggestions on the curriculum.
6. Adult and Community Education School proposes to convert one program of study using the State Template during the 2012-2013 program year.

| Program Name | Program Number | 2012-13 Projected Student Enrollment | Is the Program identified as High Skill, High Wage or High Demand? * | | Is this program part of a local articulation agreement? | |
|-------------------|----------------|--------------------------------------|--|----|---|----|
| | | | Yes | No | Yes | No |
| Medical Assisting | H170503 | 60 | x | | | X |

7. Describe the partnership/consortium that will be used to develop local programs of study during the 2012-2013 program year and identify the secondary and postsecondary agencies and agency contacts that will be involved with coordination of this effort.

SDIRC established a Career Pathways System that has a career counselor who is responsible for communicating and providing information concerning today's careers and partnering with local companies. Adult Education has advisory meetings twice a year where curriculum, employment outlook, student follow-up information, career pathways and marketing are discussed. Each career program presents an overview and receives feedback from the members and minutes of the meeting are made available.

2B. Improve the academic and technical skills of students participating in career and technical education programs by strengthening the academic and career and technical education components of such programs through the integration of coherent and rigorous content aligned with challenging academic standards and relevant career and technical education programs to ensure learning in—

i. the core academic subjects (as defined in Section 9101 of the Elementary and Secondary Education Act of 1965); and

ii. career and technical education subjects; **NO PLANNED CHANGES**

2C. Provide students with strong experience in, and understanding of, all aspects of an industry; **NO PLANNED CHANGES**

2D. Ensure that students who participate in such career and technical education programs are taught to the same coherent and rigorous content aligned with challenging academic standards as are taught to all other students; **NO PLANNED CHANGES** and

2E. Encourage career and technical education students at the secondary level to enroll in rigorous and challenging courses in core academic subjects (as defined in Section 9101 of the Elementary and Secondary Education Act of 1965); **NO PLANNED CHANGES**

3. Professional Development / Curriculum Development: NO PLANNED CHANGES

- SDIRC developed a procedure for initial teachers which includes unit and lesson planning, critical thinking/FCAT, professional ethics, cooperative learning/teaching strategies, modifying instructions, working with ESE students, assessment, abuse awareness, creating and using rubrics, equity, grading practices, assessment driven instructional modifications, motivation and learning theories, performance measures training, differentiated instruction, reading development, and instructional technology. This 88 hour training is conducted on Saturdays and early release Wednesdays and the teacher is given a year to complete these workshops.
- In addition to the sessions mentioned above, academic, guidance, administrative and career and technical education personnel will be provided with comprehensive professional development that promotes the integration of coherent and rigorous content aligned with challenging academic standards and relevant career and technical education. The following district-wide workshops will be held during the five-year plan for academic and career education: rigor/relevance framework to examine curriculum, instruction, and assessment; instructional strategies to develop more rigorous and relevant instruction to enable students to achieve at higher levels; student learning styles

(concrete-sequential, abstract-sequential, concrete-random, abstract-random); integration curriculum aligned with Sunshine State Standards; assessments that will enhance the student's ability to perform based on instructional strategies; and educational technology

4. Stakeholder Involvement: NO PLANNED CHANGES

The Adult Education School Advisory Committee is composed of teachers, career specialist, program coordinator, community members and business representatives. The Committee meets quarterly, receives reports and updates on each program and makes recommendations for improvement. In addition, teachers meet regularly with their specific area advisory committees and maintain constant contact with the industries that employ program graduates. This regular contact results in rapid response to short term changing needs and regular input to the longer range plans and improvements of the various programs, including the portion funded by this Perkins Grant. Teachers also coordinate with district high schools and survey current students regarding the effectiveness of their programs.

5. Size, scope, and quality: NO PLANNED CHANGES

- **Size:** Upon successful completion of the Phlebotomy Program, students receive a certificate and qualify to take the national exam provided by the National Health Association. The Phlebotomy Program issues OCP "B". Students who successfully complete the Medical Assisting Program and Pharmacy Technician earn a certificate and receive multiple OCPs.
- **Scope:** The Medical Assistant, Pharmacy Technician, and Phlebotomy Programs have a medical advisory committee and local medical institutions partner with the program to offer facilities and clinicals experiences that reflect current medical practices, along with over 30 years of experience working as a medical assistant, pharmacy technician and phlebotomist.
- **Quality:** Practical Nursing students must have a valid Nursing Assistant (CNA) certificate to enter the program and, upon successful completion of the LPN program, receive a certificate and qualify to take the State of Florida licensing examination (NCLEX-PN). The LPN Program issues OCP "C". Students who successfully complete the Medical Assisting Program are eligible to take the American Association of Medical Assistants' Certification Examination with 5 years of experience. The Pharmacy Technician is approved by the Board of Pharmacy and students may receive a national certification through an exam offered by the National Health Career Association. The Workforce Region 20 Preliminary Target Occupations List for 2009-10 confirms Licensed Practical and Licensed Vocational Nurses (292061), Medical Assistant (319092), and Pharmacy Technicians (292052) as a Mean Wage of \$12.26/hour and Entry Wage of \$9.97/hour occupations. As well as being practically oriented and steeped in the application of principled and ethical customer service, the Practical Nursing and Medical Assisting curricula are rigorous and academically demanding and are integrated into all program activities.

SIZE, SCOPE & QUALITY PROGRAMMATIC REQUIREMENTS CHART—NO PLANNED CHANGES

This chart, to be completed by the eligible recipient, may be duplicated for the appropriate required number of programs (from 1-5) based on information listed by district in the **Perkins IV Implementation Guide (2012-2013)** at:

http://www.fldoe.org/workforce/perkins/perkins_resources.asp.

| SIZE, SCOPE & QUALITY PROGRAMMATIC REQUIREMENTS CHART |
|--|
| SIZE (Items 1 below) |
| 1. Describe how the eligible recipient will provide an opportunity for students to become CTE concentrators. |
| Practical Nursing students must have a valid Nursing Assistant (CNA) certificate to enter the program and, upon successful completion of the LPN program, receive a certificate and qualify to take the State of Florida licensing examination (NCLEX-PN). The LPN Program issues OCP “C”. Students who successfully complete the Medical Assisting Program and Pharmacy Technician earn a certificate and multiple OCPs. |
| SCOPE (Item 2 below) |
| 2. Describe how postsecondary CTE program(s) align with business and/or industry. |
| The Practical Nursing, Medical Assistant, and Pharmacy Technician Programs have a medical advisory committee and local medical institutions partner with the Programs to offer facilities and clinicals experiences that reflect current medical practices. Along with years of experience in the medical assisting and pharmacy technician fields, the teachers have an advisory group that informs the program on issues and trends in the health care industry. |
| QUALITY (Items 3 - 5 below) |
| 3. Describe how the eligible recipient will provide opportunities for students to earn an industry certification and/or licensure. |
| Practical Nursing students must have a valid Nursing Assistant (CNA) certificate to enter the program and, upon successful completion of the LPN program, receive a certificate and qualify to take the State of Florida licensing examination (NCLEX-PN). The LPN Program issues OCP “C”. Students who successfully complete the Medical Assisting Program and have five years work experience are eligible to take the American Association of Medical Assistants’ Certification Examination. Students who successfully complete Pharmacy Technician may receive a national certification through an exam offered by the National Health Career Association. |
| 4. Describe how the eligible recipient will provide students with the opportunity to participate in a CTE program classified as high skill, high wage or high demand and document source. |
| List identification source for determining High Wage, High Skill or High Demand. The statewide Targeted Occupations Lists (TOL) and/or regional TOL may be used to identify High-Skill/High-Wage or High-Demand careers that align with the agency’s programs. Information may be accessed at: http://www.labormarketinfo.com/wec/TargetOccupationList.htm . |
| The Workforce Region 20 Preliminary Target Occupations List for 2010-2011 lists Licensed Practical and Licensed Vocational Nurses (292061), Medical Assistant (319092), and Pharmacy Technicians (292052) as “Mean Wage of \$13.84/hour and Entry Wage of \$11.19/hour” occupations. Medical Assisting has a 3.05 percent growth, Pharmacy Technician, 4.25 percent, and Practical Nursing, 3.32 percent for Region 20. |
| 5. Describe how the eligible recipient ensures that academics are an integral component of all Perkins funded CTE programs. |
| As well as being practically oriented and steeped in the application of principled and ethical customer service, the Practical Nursing, Medical Assisting and Pharmacy Technician curricula are rigorous and academically demanding and are integrated into all program activities. |

6. Evaluate and Continuously Improve Performance: NO PLANNED CHANGES

The coordinator, career specialist and the various advisory committees will review occupational areas using information provided by Indian River Chamber of Commerce, State of Florida Agency for Innovation Labor Market Statistics, and the Workforce Development Board of the Treasure Coast to examine careers that meet the needs of our community. On-line surveys of medical and business communities will be continued and analyzed. Student evaluations will be continued and analyzed. Recommendations for addition, deletion or modification of career programs will be sent to the Assistant Superintendent of Curriculum and Instruction.

7. Barriers, Special Populations: NO PLANNED CHANGES

- A. Adult Education encourages special populations to self-identify. Career programs offered by Adult Education provide additional services such as career counseling, individual teacher assistance and tutoring and computer assisted support for special population students. These strategies for assisting students will be reviewed by the teachers and advisory committees and modified as appropriate to increase success rates. The career counselor will meet with all identified special population students.
- B. Adult career students are supported in achieving the required industry standards or preparing for the appropriate state licensure.
- C. Adult career students are supported in achieving the required industry standards or preparing for the appropriate state licensure. Adult Education teachers provide enrichment activities to prepare the students for the state or national exam. The Workforce Region 20 Preliminary Target Occupations List for 2008-2009 confirms Licensed Practical and Licensed Vocational Nurses (292061) as "High-Skill, High Wage, or High Demand" occupation. The list indicates that Medical Assisting has an annual percent growth of 4.02 and states 49 annual openings in Region 20. Completing an Adult Education program, with or without special assistance, will result in increased self-sufficiency.

8. Non-Discrimination: No Planned Changes

All Adult Education employees receive training and know that discrimination is prohibited by law and policy. Presentations and written communications will have no stereotyping or bias with regard to race, age, sex, national origin or handicapping condition.

9. Preparation for Non-traditional Careers: No Planned Changes

The Career Specialist will continue counseling students about non-traditional careers and encouraged them to enroll in these programs. In recruitment activities, the career specialist will highlight non-traditional programs such as the Practical Nursing, Nursing Assistant, and Medical Assisting Programs for males and Commercial Driver and Security Officer for females. Through this grant, scholarships will be available based on student's income for non-traditional and

special population students enrolled in an identified non-traditional program. The Public Information Officer and Director of Career, Technology and Adult Education interviewed graduates and made a special effort to identify people who were employed in a non-traditional career.

10. Career Guidance and Academic Counseling Preparation: No Planned Changes

SDIRC developed a comprehensive school counseling program resource guide that states the goals of the counseling program are to assist each individual in achieving educational success, developing consistencies in career and life planning and in acquiring and applying knowledge of self and others. The job responsibility of a career specialist mirrors the job responsibilities of a guidance counselor. The career specialist is a part of the guidance team and an integral part of the total education program. The career special assists individual students with career planning, consults with teachers, administrators and appropriate staff to meet the career development needs of students, and maintains ongoing professional development. The career specialist will attend local and state staff development activities and relevant workshops/conferences sponsored by professional organizations. The career specialist collaborates with the Research Coast Pathways Consortium and the community college to acquire training opportunities.

11. A-B Teacher Recruitment, Retention, Transition: No Planned Changes

A. The Personnel Department and school administrators recruit teachers, including individuals in groups underrepresented in the teaching profession, by attending job fairs each year at Bethune-Cookman, Florida Agricultural & Mechanical University, Florida State University, University Central Florida, University of Florida, University of Miami, University North Florida, and Great Florida Teach-In. SDIRC utilizes Teachers for Teachers website as a recruitment tool. All instructors must be highly qualified and meet the education qualifications for Career and Technical certification.

B. SDIRC has a board rule that allows individuals possessing occupational expertise in the areas of career and technical education to be certified locally. The rule requires the superintendent to ensure that personnel in non-degreed career and technical instructional positions meet minimum requirements for employment and maintain records of such information in each employee's personnel file. The fact that all Adult Education career teachers are highly experienced in their industry and properly certified to teach is testimony to the success of the district in providing appropriate transition.

12. Charter Schools: N/A No Planned Changes

13. Support for State Correctional Institutions: N/A No Planned Changes

14. Purposes and Programs for Members of the Consortium: No cost will be conducted between the School District of Indian River County and the Indian River State College.

The Research Coast Pathways Consortium implements numerous strategies to ensure equitable distribution of funds, services, and information about the Career Pathways.

The goal is for all career/technical education students to obtain equal access and maximum benefit from their educational experience enabling an effective transition into the college environment and information/opportunities are disseminated/offered to all career/technical education students within the Consortium. The anticipated success is enhanced student access and success.

15. Program Sites and Classification List: NO PLANNED CHANGES

Medical Assisting, CIP 0317.050300
Adult & Community Education Site
1426 19th Avenue
Vero Beach, FL 32960

Pharmacy Technician, CIP 0317050700
Adult & Community Education Site
1426 19th Avenue
Vero Beach, FL 32960

Practical Nursing, CIP 0317.060500
Gifford Adult Education Center
4880 28th Court
Vero Beach, FL 32967

16. Next Generation / Reading / Math & Science:

Adult Education recognizes the importance of strong reading skills for all students and supports students who require bolstering of these skills in career programs. The occupational outreach coordinator counsels students experiencing difficulty and works with career teachers and other staff to help students compensate for lack of such skills. Students with deficiencies are supported by teachers who provide individual attention and extra help. Adult Education will continue to provide tutoring help that is focused on the specific content areas needed to students. Strengthen foundation skills and expand opportunities for postsecondary certificates are two strategic areas of focus in the Florida Next Generation PreK-20. The GED lab is open for all adult students who need assistance in reading and math. Each CTE instructor will make recommendations to students who need to improve their academic achievements in order to be successful. Adult Education has purchased review and remediation software to assist students who might have diminished skills and referrals to local GED or community college programs for additional reading, math and science assistance. This will help students achieve to required academics that is contained in the curriculum. Of the students who enrolled in postsecondary CTE program, Adult and Community Education School, 75 percent will complete and earn an industry certification. This objective will be accomplished through the instructors and the occupational outreach coordinator by offering tutoring, assessment review and counseling.

17. Notice Regarding Automotive Service Technology Education Programs: N/A No Planned Changes

18. Local Performance Accountability Information:

FL DOE Division of Workforce Education will negotiate all postsecondary state performance targets. SDIRC will work toward meeting local improvements targets that are established by the Florida Department of Education. State level Secondary Performance targets are pending approval from the Office of Vocational and Adult Education (OVAE). SDIRC will receive, under separate cover, from the Division of Workforce Education, individualized Perkins IV performance core indicator data for the school district's improvements targets identified.

19. Local Improvement Plan

Adult and Community Education School failed to achieve at least 90% on the following the 2010-11 Local Level Performance Data: 3A1—Student Retention/Transfer, 4A1—Student Placement and 5A2—Non-Traditional Completion.

The School's percentage rate was 25.96 for 10-11 for retention or transfer with a local agreed target of 59%. Our faculty and staff will continue striving to increase the percentage through counseling and tutoring the students. The occupational specialist's records indicated that students who were in training dropped out because of job offers and relocation of their families. In these economic times that are faced by our citizens, getting a job is more important to many of our students because of economic survival. Students are counseled by teachers and the occupational specialist to enhance their standing by continuing their postsecondary education at the local state college i.e. the LPN students who receive their license and work for one year can enter a "bridge program" at Indian River State College's RN A.S. Degree Program. The occupational specialist plans to visit each program at least two times per semester as a means to encourage and strengthen their educational journey so students would consider remaining enrolled. The teacher and occupational specialist would be in constant communications to ensure that the students are progressing and learning the curriculum in preparation for taking a national industry certified tests. Projected Date of Completion: A report will be generated every semester for the year 2012-13.

The School's percentage rate was 66.40% in Student Placement instead of the local agreed target for 2010-11 of 84.50 percent. During this economic situation where people are losing their jobs, finding a position is difficult for our students. In spite of job fairs, there are few jobs in our county. Indian River County ranks six on the unemployment list for the State of Florida (11.4%). Placement will increase as more positions become available. The occupational specialist's responsibility is to communicate with local businesses and health institutions about completers in the different programs. Our school has advisory councils and the members are kept abreast of our graduates. The occupational specialist

conducts Florida Ready to Work in preparation for the students to become employees. Projected Date of Completion: A report will be generated every semester for the year 2012-13.

The School's percentage rate was 61.54% in Non-Traditional Completion versus our local target of 70.87%. The teachers will review their curriculum and identify teaching strategies of that will assist their non-traditional students. Additional counseling will be provided by the occupational coordinator. An anonymous survey will be taken the first two weeks of classroom instruction to determine any barriers that might exist if an effort to overcome them. Projected Date of Completion: A report will be generated every semester for the year 2012-13.

20. Federal Programs—General Education Provisions Act (GEPA)

The District will utilize all possible and appropriate strategies to ensure equitable access to and participation in all federally assisted programs. Board Rule 2.38, General Administration, assures that there shall be no discrimination against any students, teachers, parents or community members because of gender, race, national origin, color, disability, or age; except when it is necessary to meet bona fide program requirements. The District shall take all necessary actions to comply with the letter and spirit of state and federal laws providing for equitable participation. Strategies shall include:

- Utilize staff to facilitate access to and participation in adult literacy programs such as providing potential participants with handouts which are written in their native language.
- Encourage students, teachers, and community members to become active participants.
- Designate administrative personnel to provide information to students, teachers, and community members in regard to equal access to programs; for instance, offer adult literacy in communities where there is a need for services.
- Eligible students who meet program selection criteria will be able to participate i.e. 16 years or older and withdrawn from school.
- Adherence to the grievance process for prompt process of discrimination charges.
- Utilized internal reporting and modification procedures to evaluate the effectiveness of the plan such as monitoring the students' data base to ensure that equitable participation is achieved.

It is anticipated that due to the above strategies, the School District will increase equitable access to and participation in all its adult general education programs.

Carl D. Perkins, Postsecondary, Section 132

APPLICATION REVIEW CRITERIA AND CHECKLIST

- Place all items requested in the order indicated below.
- Include only the items requested.
- Place page numbers on every page consecutively, at the bottom, beginning with the DOE 100A as page 1. Page numbers written by hand are permissible if electronic numbering is a problem.
- Place a binder clip on the upper left corner of each complete application package (no spiral bindings, notebooks or cover pages, please).
- Include this form in the application package.

| Place in the following order | Item | Applicant Provide page #s for items listed | DOE Staff | |
|------------------------------|---|---|-------------------------------|------------|
| | | | ✓ Check appropriate box below | |
| | | | Complete | Incomplete |
| 1 | DOE 100A, Project Application – with original signature | 1 | | |
| 2 | DOE 101, Budget Narrative Form If consortium, include an individual form for each of the agencies in the consortium. | 2 | | |
| 3 | Projected Equipment Purchases Form OR other equipment documentation | 3 | | |
| 4 | Self-Evaluation Form | 4-7 | | |
| 5 | Narrative Section | | | |
| | 1. Part A and Part B Use of Funds | 9-14 | | |
| | 2. Program of Study – 2A-2E (include applicable lists) | 15-17 | | |
| | 3. Professional / Curriculum Development | 17 | | |
| | 4. Stakeholders Involvement | 18 | | |
| | 5. Size, Scope & Quality | 18-19 | | |
| | 6. Evaluate and Improve | 20 | | |
| | 7. A - C Barriers, Special Pops Levels, Self-sufficiency | 20 | | |
| | 8. Special Populations Non-Discrimination | 20 | | |
| | 9. Non-traditional Fields | 20 | | |
| | 10. Career Guidance and Counseling | 21 | | |
| | 11. A – B Teacher Recruitment, Retention, Transition | 21 | | |
| | 12. Charter School Support | N/A | | |
| | 13. Support for State Correctional Institutions | N/A | | |
| | 14. Consortium Projects - ONLY | 22 | | |
| | 15. Sites and CIPs Lists | 22 | | |
| | 16. Support for Reading/Strategic Imperatives | 23 | | |
| | 17. Automotive Service Technology | N/A | | |
| | 18. Local Performance Accountability Information | 23 | | |
| | 19. Local Program Improvement Plans – if applicable | 23-24 | | |
| | 20. GEPA | 24 | | |
| 6 | Application Review Criteria and Checklist | 25 | | |

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OUTSIDE CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into by and between **THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, hereinafter referred to as "SCHOOL BOARD," and **SUZANNE D'AGRESTA**, hereinafter referred to as "ATTORNEY," of the law firm of **BROWN, GARGANESE, WEISS & D'AGRESTA, P.A.**, Attorneys at Law, hereinafter referred to as "FIRM."

W I T N E S S E T H :

WHEREAS, the ATTORNEY is duly licensed and authorized, and admitted to practice the profession of law in the State of Florida; and

WHEREAS, the SCHOOL BOARD desires to retain the services of the ATTORNEY for a three year period beginning on the 1st day of April 2012, and ending on the 31st day of March, 2015, upon certain terms and conditions; and

WHEREAS, the parties desire to reduce to writing their agreements herein; and

WHEREAS, Suzanne D'Agresta is the individual ATTORNEY charged with personal responsibility for the performance of the services required of the School Board Attorney; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties do hereby mutually covenant and agree with each other as follows:

1. The SCHOOL BOARD does hereby retain ATTORNEY for a term of three years, beginning the 1st day of April, 2012, and ending on the 31st day of March, 2015, or as may be extended thereafter by mutual consent of the parties. Either party may terminate this Contract without cause on thirty (30) days notice in writing to the other party. If the Contract is not

terminated by March 1 of each year, it will be automatically extended for an additional year on an annual basis.

2. During the term of this Agreement, it is agreed that ATTORNEY shall represent the SCHOOL BOARD in all its legal matters which the SCHOOL BOARD deems may require the services of ATTORNEY, except in those matters where ATTORNEY may have an unavoidable conflict of interest or where the Superintendent desires alternate counsel, in which event, ATTORNEY shall assist the SCHOOL BOARD and Superintendent in securing competent legal counsel for any such matter.

3. ATTORNEY agrees to devote a sufficient amount of time and/or the time of any lawyer and staff employed by the FIRM on a full-time basis to adequately, properly and promptly represent the SCHOOL BOARD in connection with all its legal matters during the term of this Agreement. The ATTORNEY will be available to assist in or conduct negotiations or meetings on those matters of SCHOOL BOARD business as designated by the SCHOOL BOARD, Superintendent, or Assistant Superintendents, or Executive Directors. The SCHOOL BOARD and its staff will provide the ATTORNEY with such matters it wants the ATTORNEY to review (including contracts for review), a reasonable period of time under the circumstances before the deadline for the ATTORNEY's work to be completed.

4. ATTORNEY shall attend all regular and special meetings of the SCHOOL BOARD and all expulsion hearings. Workshops and round table discussions of the SCHOOL BOARD to be attended as requested by either the SCHOOL BOARD or Superintendent. Additionally, the ATTORNEY or a lawyer in the FIRM shall attend meetings of staff on Monday of each week and will work at the offices of the School District on that day.

5. ATTORNEY shall participate in communications with members of the SCHOOL BOARD, the Superintendent, Assistant Superintendents and Executive Directors to discuss legal matters, review policy and reduce the risk of lawsuits and claims. ATTORNEY shall attend meetings as requested by the SCHOOL BOARD or Superintendent. ATTORNEY shall timely respond to questions posed by the Superintendent, or Assistant Superintendents or Executive Directors within 24 hours to 48 hours of the initial contact.

6. ATTORNEY shall be familiar with applicable laws, statutes, regulations and administrative procedures as is required for the effective discharge of duties.

7. In addition, ATTORNEY shall take such action as in their discretion is required to provide the SCHOOL BOARD with definitive legal responses to legal questions which arise in the normal course of SCHOOL BOARD meetings.

8. For all legal services rendered as described above, the ATTORNEY shall be compensated for legal services by a retainer amount of Twenty-Two Thousand Dollars and zero cents (\$22,000.00) per month, due and payable on or before 20th of each month during the term of this Contract, with the first month payment being due on or before April 20, 2012.

9. The ATTORNEY shall keep contemporaneous, detailed, actual and accurate time records with respect to all legal services rendered. These bills will be provided to SCHOOL BOARD for informational purposes only, so that the parties may from time to time re-evaluate the amount of the retainer paid for ATTORNEY's services.

10. Hourly Rate Billing Outside The Retainer: The following matters shall be billed on an hourly basis, and the invoices shall be paid by the SCHOOL BOARD on a monthly basis:

- a. Litigation and Claims: For all litigation and claims assigned by Superintendent or Designee, and handled by the ATTORNEY (including all work

related to the handling or preparation of such matters), whether judicial, quasi-judicial, state/federal investigatory, administrative, grievances, arbitration, mediation, or other alternate dispute resolution procedures, the ATTORNEY shall be compensated at the rate of \$170.00 per hour for shareholder/partner/of-counsel/senior attorney services, \$155.00 per hour for associate attorney services, and \$85.00 per hour for paralegal work.

11. Out of pocket expenses incurred by ATTORNEY on behalf of the SCHOOL BOARD shall be reimbursed by the SCHOOL BOARD. Travel outside Indian River County and transit to and from ATTORNEY's offices to the SCHOOL BOARD shall be reimbursed on the basis of actual expenses incurred, except that travel by private automobile shall be reimbursed at the maximum rate allowed by law.

12. Notwithstanding the provisions of paragraph 8 concerning a fixed monthly retainer, the services discussed in paragraph 10 will be in addition to the monthly retainer. Additionally, if a court awards attorneys' fees the amount charged by ATTORNEY for which a third-party is responsible may exceed the hourly rates set out in paragraph 10, and shall be such reasonable rate as the court may set.

a. For representing the SCHOOL BOARD as Buyer or Seller in any real estate transaction, ATTORNEY shall be compensated in accordance with the generally accepted practice in the community for any title insurance premiums for title insurance procured on behalf of the SCHOOL BOARD, or if title insurance is not procured by ATTORNEY, at ATTORNEY's standard hourly rates .

b. For services rendered in connection with any bond or debt issue, including referendum or refunding, the charges will be those generally charged for such

services by independent counsel in the Central Florida area, and shall be discussed with the SCHOOL BOARD's Bond Counsel, Financial Advisor, and the Superintendent, and agreed upon prior to the rendering of services in this regard.

13. The SCHOOL BOARD shall ~~reimburse ATTORNEY for~~fund the membership dues ~~in professional associations and organizations directly related to this representation, including for the~~ SCHOOL BOARD OF INDIAN RIVER COUNTY General Counsel in the Florida School Board Attorneys Association and the National School Board Association Council of School Attorneys; and with the prior approval of the SCHOOL BOARD Chair shall reimburse ATTORNEY for all out of pocket expenses including travel, meals and lodging incurred in attendance at meetings of such organizations. Expenses for attendance at classes, seminars or other educational activities directly related to this representation shall be likewise reimbursed and ATTORNEY shall keep accurate, detailed, and contemporaneous time records for time expended in actual attendance and travel for such activities.

14. The cost of standard books, periodicals and other research or educational materials necessary or desirable to the proper representation of the SCHOOL BOARD shall not be charged to the SCHOOL BOARD and shall be ATTORNEY'S expense; selected specialized material solely procured for SCHOOL BOARD matters will be reimbursed to ATTORNEY.

15. ATTORNEY shall submit an itemized statement to the SCHOOL BOARD each month showing the services rendered for which compensation is requested and for all items of reimbursement.

16. ATTORNEY shall provide the SCHOOL BOARD with proof of professional liability insurance and shall immediately notify the SCHOOL BOARD of any lapse or termination of coverage.

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IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be affixed hereon this ____ day of _____, 2012.

**SCHOOL BOARD OF INDIAN RIVER
COUNTY, FLORIDA**

ATTORNEY

By: _____
Jeffrey Pegler, Chairman

By: _____
**Suzanne D'Agresta, Esquire
Brown, Garganese, Weiss
& D'Agresta, P.A.**

Attest:

By: _____
**Frances J. Adams, Ed.D.,
Superintendent**

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Superintendent's High Impact Goals

2012-2013

1. Increase Student Success

- a. Increase the graduation rate using 2011-2012 Federal Graduation Rate as baseline
- b. Increase the percentage of students demonstrating proficiency on AP & IB exams
- c. Establish a three-year timeline for meeting the goal that 90% of third grade students will be reading on grade level using 2011-2012 data as baseline
- d. Develop a plan for secondary literacy to increase the number of students who are proficient using 2011-2012 data as baseline

2. Allocation of Resources

- a. **Facilities**
 - i. Develop a comprehensive 5-year facilities plan
 1. *Use for our schools*
 2. *Disposing of existing properties*
 3. *Safeguarding of current assets*
 4. *Technology*
- b. **Operating**
 - i. Conduct a security audit for all schools
 - ii. Be a good steward of resources

3. Leadership

- a. Evaluate and redesign the LEADS program
- b. Develop a succession plan for administrators
- c. Fully implement Principal Evaluation System
- d. Plan for relevant professional development opportunities for teachers

4. Community Relations

- a. Create a Superintendent's, Community Advisory Committee to discuss the school district
- b. Develop a two-way, internal and external plan to communicate district news

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The SCHOOL BOARD of Indian River
CONSULTING AGREEMENT

THIS AGREEMENT made and entered into this 27th day of March, 2012 by and between **THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, duly organized and existing under the laws of Florida (“**SCHOOL BOARD**”) whose address is 1990 25th Street, Vero Beach, Florida 32960 and **Carter Associates, Inc.**, a Florida Corporation (“**CONSULTANT**”), whose address is 1708 21st Street, Vero Beach, Fl 32960.

WITNESSETH:

WHEREAS, The **SCHOOL BOARD** will from time to time require certain consultant services;

WHEREAS, The **CONSULTANT** is able and willing to provide such services under the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, the parties desiring to be legally bound do hereby agree as follows:

Article I-Recitals

The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

Article II-Definitions

For purposes of this **AGREEMENT**, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

Agreement shall mean this Consulting **AGREEMENT**, as may be modified, which shall constitute authorization for the **CONSULTANT** to provide the Services stated herein to the **SCHOOL BOARD**.

Effective date shall be the date on which the last signatory hereto shall execute this **AGREEMENT**, and it shall be the date on which this **AGREEMENT** shall go into effect.

Public Record is as described in section 119.011(11), Florida Statutes.

Services shall mean the performance of the Services outlined in Article III of this **AGREEMENT**.

Article III - Character and Extent of Services

The **CONSULTANT** will provide engineering services in connection with projects and programs in which the **SCHOOL BOARD** is participating. Projects will be assigned on a rotational and/or best fit process.

The **CONSULTANT** will provide the **SCHOOL BOARD** with Professional Engineering Services to include site, civil, surveying and other related services for miscellaneous projects on an as-needed basis as requested and assigned by the **SCHOOL BOARD** with all of the consultant's submittals accepted by the **SCHOOL BOARD** and responses thereto. As a best practice and a cost savings initiative engineering firms will report directly to the School District rather than the contractor. The pricing for such services shall be in accordance with Article V of this **AGREEMENT** and agreed upon written pricing by the parties as contained in a work authorization and notice to proceed evidenced by the **SCHOOL BOARD'S** Purchase Order ("PO") related to the work authorization.

Article IV - Period of Performance

This **AGREEMENT** shall remain in effect until **October 10, 2012** as not to exceed 12 months from the effective date of the approval of the Bid Award by the **SCHOOL BOARD** on October 11, 2011, unless otherwise agreed to in writing by the parties hereto.

Article V- Compensation

In full monetary consideration for this **AGREEMENT** and the services to be performed by the **CONSULTANT** hereunder, the **SCHOOL BOARD** will pay the **CONSULTANT** using the following schedule of billing rates:

SEE EXHIBIT A

In addition, the **SCHOOL BOARD** will reimburse the **CONSULTANT** for reasonable out-of-pocket expenses incurred, including Jessica Lunsford Act Processing Fees, in the performance of work authorized hereunder and in accordance with State laws, rules, regulations, **SCHOOL BOARD** policies and procedures.

Article VI- Payment and Invoicing

The **CONSULTANT** will submit invoices to the **SCHOOL BOARD**, together with such supporting documentation as the **SCHOOL BOARD** may reasonably require. Invoices shall be submitted in duplicate to the **SCHOOL BOARD OF INDIAN RIVER Attention: Accounts Payable Department, 1990 25th Street, Vero Beach, Florida 32960**

Article VII- Assignment and Subcontracting

The **CONSULTANT** may not assign, convey, or otherwise transfer any its rights, obligations or interest herein without the prior written consent of the **SCHOOL BOARD**. The **CONSULTANT** agrees not to subcontract any of the work authorized hereunder without the prior written approval of the **SCHOOL BOARD**, which approval may be reasonably withheld.

Article VIII - Liability

The **CONSULTANT** specifically agrees by acceptance of this AGREEMENT to the fullest extent permitted by law, to hold harmless and indemnify the **SCHOOL BOARD** and its employees, officers and attorneys from and against all claims, losses, damages and personal injuries (including but not limited to death) or liability (including reasonable attorney's fees) directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, resulting from the **CONSULTANT'S** performance of any Services provided pursuant to this AGREEMENT. This paragraph shall survive the termination of this AGREEMENT.

Article IX - Ownership of Work Product

All technical data, evaluations, reports and other work product of the **CONSULTANT** hereunder shall become the property of the **SCHOOL BOARD** and shall be delivered to the **SCHOOL BOARD** upon completion of services authorized hereunder. The **CONSULTANT** may retain copies thereof for its files and its internal use. All documents, including drawings and specifications furnished by **CONSULTANT** pursuant to this AGREEMENT, are intended for use on the respective work authorization.

Article X - Independent Contractor Relationship

With regard to any and all Services performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the **SCHOOL BOARD** and the **CONSULTANT** is such that the **CONSULTANT** is an independent consultant and is neither an agent nor employee of the **SCHOOL BOARD**. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of an independent consultant, between the **SCHOOL BOARD**, on one hand, and the **CONSULTANT**, on the other hand, during or after the performance of the Services under this AGREEMENT.

Article XI - Guarantees and Warranty

The **CONSULTANT** shall perform all services under this **AGREEMENT** in a manner consistent with the standard of care and skill ordinarily exercised by the **CONSULTANT'S** profession at the same time, in the same locality and under similar circumstances. The **CONSULTANT** shall not, either during or after the term of this **AGREEMENT**, disclose to any third party any confidential information relative to the work or the business of the **SCHOOL BOARD** and/or any affiliated corporations, without the written consent of the **SCHOOL BOARD**. The **SCHOOL BOARD'S** representative shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the **AGREEMENT**.

Article XII- Examination of Records

It is hereby specifically agreed that any record, document, computerized, information and program, audio or video tape, photograph, or other writing of the **CONSULTANT** related, directly or indirectly, to this **AGREEMENT** and the Services provided hereunder, may be deemed to be a Public Record whether in the possession or control of the **SCHOOL BOARD** or the **CONSULTANT**. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the **CONSULTANT** is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the **SCHOOL BOARD**. Upon request by the **SCHOOL BOARD**, the **CONSULTANT** shall promptly supply copies of said public records to the **SCHOOL BOARD**. All books, cards, registers, receipts, documents, and other papers in connection with this **AGREEMENT** shall at any and all reasonable times during the normal working hours of the **CONSULTANT** be open and freely exhibited to the **SCHOOL BOARD** the purpose of examination and/or audit.

Article XIII - Entire Agreement and Amendments

This instrument constitutes the entire and integrated **AGREEMENT** between the **PARTIES** covering the subject matter and supersedes all prior negotiations, representations or **AGREEMENTS**, either oral or written and all such matters shall be deemed merged into this document. No modifications or amendments shall be valid unless in writing and signed by the **PARTIES**.

Article XIV - Attorney's Fee

If any disputes should arise out of this **AGREEMENT**, the parties agree to bear their own costs and attorney's fees unless otherwise provided herein.

Article XV-Governing Law and Venue

This **AGREEMENT** shall be governed by the laws of the State of Florida. Venue shall be properly placed in Indian River County, Florida. The parties agree that the **AGREEMENT**

was consummated in Indian River County, Florida and the site of the Services is Indian River County, Florida. If any dispute arises concerning this **AGREEMENT** under Federal Law, the venue will be in the proper division of the U.S. Federal District Court, Southern District of Florida in West Palm Beach or Ft. Pierce, Florida.

Article XVI-Interpretation

This **AGREEMENT** shall not be construed against the party who drafted the same as all parties have had experts of their choosing review the same.

Article XVII-Term; Termination

1. *Term.* This **AGREEMENT** shall become effective upon execution by both parties hereto and shall remain in effect until the **CONSULTANT** completes the Services outlined herein in Article III to the satisfaction of the **SCHOOL BOARD**.

2. *Termination.*

a. *For convenience.* The **SCHOOL BOARD**, in whole or in part, may terminate the performance of the Services under this **AGREEMENT** whenever the **SCHOOL BOARD** determines that termination is in the **SCHOOL BOARD's** best interest. Any such termination shall be effected by the delivery to the **CONSULTANT** of a written notice of termination at least fifteen (15) days prior to the date of termination. The **SCHOOL BOARD** shall pay all reasonable costs incurred by the **CONSULTANT** up to the date of termination. The **CONSULTANT** will not be reimbursed for any anticipatory profits that have not been earned to the date of termination. All finished or unfinished work provided by the **CONSULTANT** shall, at the **SCHOOL BOARD's** option, become the **SCHOOL BOARD's** property.

b. *For cause.* If the **CONSULTANT** fails to fulfill its obligations under this **AGREEMENT** properly and on time, or otherwise violates any provision of this **AGREEMENT**, the **SCHOOL BOARD** may terminate this **AGREEMENT** by written notice to the **CONSULTANT**. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the **CONSULTANT** shall, at the **SCHOOL BOARD's** option, become the **SCHOOL BOARD's** property. The **SCHOOL BOARD** shall pay the **CONSULTANT** fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination less the amount of damages caused by the **CONSULTANT's** breach. If the damages are more than the compensation payable to the **CONSULTANT**, the **CONSULTANT** will remain

liable after termination and the **SCHOOL BOARD** may pursue said damages in accordance with law.

Article XVIII-Warranty of Professional Services

The **CONSULTANT** hereby warrants unto the **SCHOOL BOARD** that it has sufficient experience to properly complete the Services specified herein or as may be performed pursuant to this **AGREEMENT**. In pursuit of any Services, the **CONSULTANT** shall supervise and direct the Services, using its skill and attention and shall enforce strict discipline and good order among its employees and agents. The **CONSULTANT** shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on performance of the Services. The **CONSULTANT** shall pay all taxes, fees, license fees required by law, including but not limited to occupational fees and withholding taxes and assume all costs incident to the Services, except as provided herein.

Article XIX –Protection of Persons and Property: Insurance

1. *Coverage requirements.* Upon the Effective Date of this **AGREEMENT**, the **CONSULTANT** shall provide proof of insurance as provided in the Indian River County District School Board Policy Manual, Section 10.13 Professional Services: Insurance Requirements, including, but not limited to, the following:

- a. *Worker's compensation insurance* in compliance with Chapter 440, Florida Statutes, with employer's liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence.
- b. *Professional liability insurance* with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence or an annual aggregate limit of three million dollars (\$3,000,000) covering negligent errors, omissions, or acts with a per occurrence deductible not to exceed five thousand dollars (\$5,000.00) or five percent (5%) of the estimated professional fee or as approved by the Superintendent.
- c. *Commercial general liability insurance* with a minimum combined single limit of one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in the aggregate, with no deductible, covering personal injury, bodily injury, and property damage.
- d. *Automobile liability insurance* (including hired and owned vehicles, if any) in limits of not less than one million dollars (\$1,000,000.00) per occurrence, covering personal injury, bodily injury, and property damage.
- e. *Valuable papers and records insurance* in an amount of not less than fifty thousand dollars (\$50,000.00) per occurrence, with no deductible.

2. *General requirements.* The Superintendent may recommend that the **SCHOOL BOARD** enter an agreement with lower limits of coverage when the standard coverage required by this policy may be commercially unavailable for a particular undertaking or, when the amount of the professional fee may not justify the extent of coverage otherwise required by this policy. In such cases, the Superintendent or designee will recommend that the specifications and requirements for the project shall include the modified levels of insurance coverage and limits of liability for the specific project that will waive the standard insurance limits specified in this policy.

The **CONSULTANT** is solely responsible for procuring and maintaining the insurance coverage required by this Section at its own expense and with insurance companies authorized to do business in the State of Florida and as long as reasonably available in the standard marketplace. The insurance coverage required by this Section shall include the liability and coverage provided herein, or as required by law, whatever requirements afford greater coverage. All such insurance shall remain in effect until final payment is made under this **AGREEMENT**. Upon the **SCHOOL BOARD**'s request, the **CONSULTANT** shall provide the **SCHOOL BOARD** with copies of all insurance policies required hereunder.

Article XX–Notices

All projects hereunder, all notices, demands, requests, instructions, approvals, and claims shall be in writing. All notices of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE SCHOOL BOARD:

Mrs. Susan Olson, Director of Facilities Planning and Construction
1990 25th Street
Vero Beach, Florida 32960
(772) 564-5017

w/copy to:

Usher L. Brown, SCHOOL BOARD Attorney
Brown, Garganese, Weiss, & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
(407) 425-9566 (Phone)
(407) 425-9596 (Fax)

TO THE CONSULTANT:

Carter Associates, Inc.
Attn: Pat Walther, P.E.
1708 21st Street
Vero Beach, FL 32960
(772) 562-4191 (Phone)
(772) 562-7180 (Fax)

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery, or if notice is given by first class U.S. mail, postage prepaid, then notice shall be deemed to have been given upon the date said notice was deposited in the U.S. Mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

Article XXI – Severability

If a word, sentence, phrase, clause or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence, phrase, clause or paragraph shall be severed from this **AGREEMENT**, and this **AGREEMENT** shall be read as if said illegal, unenforceable, or unconstitutional word, sentence, phrase, clause or paragraph did not exist.

Article XXI – Additional Assurances

The **CONSULTANT** certifies that:

1. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Services under this **AGREEMENT** is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Services required by this **AGREEMENT** by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;
2. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Services under this **AGREEMENT**, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the **SCHOOL BOARD**; and
3. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Services under this **AGREEMENT**,

employee or agent has willfully offered an employee or officer of the **SCHOOL BOARD** any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

Article XXIII–Conflicts

In the event the **SCHOOL BOARD** issues a purchase order in conjunction with this **AGREEMENT**, the provisions of this **AGREEMENT** shall prevail in the event of a conflict with the provisions of a purchase order.

Article XXIV–Use of Documents

Any documents, reports, or presentation materials, in written or electronic form, created and furnished to, or on behalf of the **SCHOOL BOARD**, shall be the property of the **SCHOOL BOARD** and can be used by the **SCHOOL BOARD** for any municipal purpose.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed in the respective names as of the day and year first written above.

WITNESSES:

Sybil B. Wilkerson
Sybil B. Wilkerson
Shelia M. Tuttle
Shelia M. Tuttle

Carter Associates, Inc.
A Florida Corporation

By: Pat S. Walther
Print Name: Patrick S. Walther
Title: Principal / Secretary

Attest:

Frances J. Adams, Ed.D.,
Superintendent of Schools

**THE SCHOOL BOARD OF INDIAN
RIVER COUNTY, FLORIDA,**
A Florida Political Subdivision

By: _____
Mr. Jeffrey Pegler,
Chairman

EXHIBIT "A"
RATE SCHEDULE

| | |
|---|--------------|
| Engineer I (Registered – Principal) | \$150.00/hr. |
| Engineer (Registered – Senior Consultant) | \$140.00/hr. |
| Engineer (Registered) | \$140.00/hr. |
| Engineer II (Registered) | \$125.00/hr. |
| Engineer III (Registered) | \$110.00/hr. |
| Engineer III – EIT | \$100.00/hr. |
| Engineer Technician (Senior) | \$105.00/hr. |
| Engineer Technician | \$ 85.00/hr. |
| Surveyor I (Registered – Principal) | \$150.00/hr. |
| Surveyor (Registered – Senior Consultant) | \$140.00/hr. |
| Surveyor II (Registered) | \$125.00/hr. |
| Surveyor III (Registered) | \$100.00/hr. |
| Survey Crew (4 Men) | \$143.00/hr. |
| Survey Crew (3 Men) | \$130.00/hr. |
| Survey Crew (2 Men) | \$120.00/hr. |
| GPS RTK Survey Crew (3 Men) | \$150.00/hr. |
| GPS RTK Survey Crew (2 Men) | \$135.00/hr. |
| CADD Technician I | \$ 80.00/hr. |
| CADD Technician II | \$ 70.00/hr. |
| Secretary/Word Processor | \$ 45.00/hr. |
| Inspector | \$ 62.00/hr. |
| Recording and Permit Fees | Cost + 10% |
| Materials | Cost |
| Mileage (prevailing rate) | \$0.555/mile |
| Sub-Consultants | Cost + 10% |
| Reimbursable Expenses: | |
| Postage, Long Distance Calls, Federal Express, etc. | Cost |
| Blueprints | \$0.25/S.F. |
| Mylar | \$1.75/S.F. |
| Photocopy (8.5" x 11") | \$0.15/ea. |
| Photocopy (8.5" x 14") | \$0.25/ea. |
| Photocopy (11" x 17") | \$0.35/ea. |

The SCHOOL BOARD of Indian River
CONSULTING AGREEMENT

THIS AGREEMENT made and entered into this 27th day of **March, 2012** by and between **THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, duly organized and existing under the laws of Florida (“**SCHOOL BOARD**”) whose address is 1990 25th Street, Vero Beach, Florida 32960 and **Kimley-Horn and Associates, Inc.**, a Florida Corporation (“**CONSULTANT**”), whose address is 442 24th Street, Suite 200, Vero Beach, FL 32960-5169.

WITNESSETH:

WHEREAS, The **SCHOOL BOARD** will from time to time require certain consultant services;

WHEREAS, The **CONSULTANT** is able and willing to provide such services under the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, the parties desiring to be legally bound do hereby agree as follows:

Article I-Recitals

The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

Article II-Definitions

For purposes of this **AGREEMENT**, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

Agreement shall mean this Consulting **AGREEMENT**, as may be modified, which shall constitute authorization for the **CONSULTANT** to provide the Services stated herein to the **SCHOOL BOARD**.

Effective date shall be the date on which the last signatory hereto shall execute this **AGREEMENT**, and it shall be the date on which this **AGREEMENT** shall go into effect.

Public Record is as described in section 119.011(11), Florida Statutes.

Services shall mean the performance of the Services outlined in Article III of this **AGREEMENT**.

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The **CONSULTANT** will provide engineering services in connection with projects and programs in which the **SCHOOL BOARD** is participating. Projects will be assigned on a rotational and/or best fit process.

The **CONSULTANT** will provide the **SCHOOL BOARD** with Professional Engineering Services to include site, civil, surveying and other related services for miscellaneous projects on an as-needed basis as requested and assigned by the **SCHOOL BOARD** with all of the consultant's submittals accepted by the **SCHOOL BOARD** and responses thereto. As a best practice and a cost savings initiative engineering firms will report directly to the School District rather than the contractor. The pricing for such services shall be in accordance with Article V of this **AGREEMENT** and agreed upon written pricing by the parties as contained in a work authorization and notice to proceed evidenced by the **SCHOOL BOARD'S** Purchase Order ("PO") related to the work authorization.

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This **AGREEMENT** shall remain in effect until **October 10, 2012** as not to exceed 12 months from the effective date of the approval of the Bid Award by the **SCHOOL BOARD** on October 11, 2011, unless otherwise agreed to in writing by the parties hereto.

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In full monetary consideration for this **AGREEMENT** and the services to be performed by the **CONSULTANT** hereunder, the **SCHOOL BOARD** will pay the **CONSULTANT** using the following schedule of billing rates:

SEE EXHIBIT A

In addition, the **SCHOOL BOARD** will reimburse the **CONSULTANT** for reasonable out-of-pocket expenses incurred, including Jessica Lunsford Act Processing Fees, in the performance of work authorized hereunder and in accordance with State laws, rules, regulations, **SCHOOL BOARD** policies and procedures.

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The **CONSULTANT** specifically agrees by acceptance of this AGREEMENT to the fullest extent permitted by law, to hold harmless and indemnify the **SCHOOL BOARD** and its employees, officers and attorneys from and against all claims, losses, damages and personal injuries (including but not limited to death) or liability (including reasonable attorney's fees) directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, resulting from the **CONSULTANT'S** performance of any Services provided pursuant to this AGREEMENT. This paragraph shall survive the termination of this AGREEMENT.

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With regard to any and all Services performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the **SCHOOL BOARD** and the **CONSULTANT** is such that the **CONSULTANT** is an independent consultant and is neither an agent nor employee of the **SCHOOL BOARD**. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of an independent consultant, between the **SCHOOL BOARD**, on one hand, and the **CONSULTANT**, on the other hand, during or after the performance of the Services under this AGREEMENT.

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This **AGREEMENT** shall not be construed against the party who drafted the same as all parties have had experts of their choosing review the same.

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1. *Term.* This **AGREEMENT** shall become effective upon execution by both parties hereto and shall remain in effect until the **CONSULTANT** completes the Services outlined herein in Article III to the satisfaction of the **SCHOOL BOARD**.

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1. *Coverage requirements.* Upon the Effective Date of this **AGREEMENT**, the **CONSULTANT** shall provide proof of insurance as provided in the Indian River County District School Board Policy Manual, Section 10.13 Professional Services: Insurance Requirements, including, but not limited to, the following:

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- c. *Commercial general liability insurance* with a minimum combined single limit of one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in the aggregate, with no deductible, covering personal injury, bodily injury, and property damage.
- d. *Automobile liability insurance* (including hired and owned vehicles, if any) in limits of not less than one million dollars (\$1,000,000.00) per occurrence, covering personal injury, bodily injury, and property damage.

e. *Valuable papers and records insurance* in an amount of not less than fifty thousand dollars (\$50,000.00) per occurrence, with no deductible.

2. *General requirements.* The Superintendent may recommend that the **SCHOOL BOARD** enter an agreement with lower limits of coverage when the standard coverage required by this policy may be commercially unavailable for a particular undertaking or, when the amount of the professional fee may not justify the extent of coverage otherwise required by this policy. In such cases, the Superintendent or designee will recommend that the specifications and requirements for the project shall include the modified levels of insurance coverage and limits of liability for the specific project that will waive the standard insurance limits specified in this policy.

The **CONSULTANT** is solely responsible for procuring and maintaining the insurance coverage required by this Section at its own expense and with insurance companies authorized to do business in the State of Florida and as long as reasonably available in the standard marketplace. The insurance coverage required by this Section shall include the liability and coverage provided herein, or as required by law, whatever requirements afford greater coverage. All such insurance shall remain in effect until final payment is made under this **AGREEMENT**. Upon the **SCHOOL BOARD**'s request, the **CONSULTANT** shall provide the **SCHOOL BOARD** with copies of all insurance policies required hereunder.

Article XX-Notices

All projects hereunder, all notices, demands, requests, instructions, approvals, and claims shall be in writing. All notices of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE SCHOOL BOARD:

Mrs. Susan Olson, Director of Facilities Planning and Construction
1990 25th Street
Vero Beach, Florida 32960
(772) 564-5017

w/copy to:

Usher L. Brown, SCHOOL BOARD Attorney
Brown, Garganese, Weiss, & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
(407) 425-9566 (Phone)
(407) 425-9596 (Fax)

TO THE CONSULTANT:

Kimley-Horn and Associates, Inc.
Attn: Derrick B. Cave, P.E.
442 24th Street Suite 200
Vero Beach, FL 32960-5169
(772) 794-4100 (Phone)
(772) 794-4130 (Fax)

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery, or if notice is given by first class U.S. mail, postage prepaid, then notice shall be deemed to have been given upon the date said notice was deposited in the U.S. Mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

Article XXI – Severability

If a word, sentence, phrase, clause or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence, phrase, clause or paragraph shall be severed from this **AGREEMENT**, and this **AGREEMENT** shall be read as if said illegal, unenforceable, or unconstitutional word, sentence, phrase, clause or paragraph did not exist.

Article XXI – Additional Assurances

The **CONSULTANT** certifies that:

1. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Services under this **AGREEMENT** is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Services required by this **AGREEMENT** by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;
2. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Services under this **AGREEMENT**, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the **SCHOOL BOARD**; and

3. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Services under this **AGREEMENT**, employee or agent has willfully offered an employee or officer of the **SCHOOL BOARD** any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

Article XXIII–Conflicts

In the event the **SCHOOL BOARD** issues a purchase order in conjunction with this **AGREEMENT**, the provisions of this **AGREEMENT** shall prevail in the event of a conflict with the provisions of a purchase order.

Article XXIV–Use of Documents

Any documents, reports, or presentation materials, in written or electronic form, created and furnished to, or on behalf of the **SCHOOL BOARD**, shall be the property of the **SCHOOL BOARD** and can be used by the **SCHOOL BOARD** for any municipal purpose.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed in the respective names as of the day and year first written above.

WITNESSES:

Kimley-Horn and Associates, Inc.
A Florida Corporation

By: *Derrick B. Cave*
Print Name: Derrick B. Cave, P.E.
Title: Principal/Sr. Vice President

Attest:

Frances J. Adams, Ed.D.,
Superintendent of Schools

**THE SCHOOL BOARD OF INDIAN
RIVER COUNTY, FLORIDA,**
A Florida Political Subdivision

By: _____
Mr. Jeffrey Pegler,
Chairman

EXHIBIT "A"
RATE SCHEDULE

| | |
|---|--------------|
| Engineer I (Registered – Principal) | \$150.00/hr. |
| Engineer (Registered – Senior Consultant) | \$140.00/hr. |
| Engineer (Registered) | \$140.00/hr. |
| Engineer II (Registered) | \$125.00/hr. |
| Engineer III (Registered) | \$110.00/hr. |
| Engineer III – EIT | \$100.00/hr. |
| Engineer Technician (Senior) | \$105.00/hr. |
| Engineer Technician | \$ 85.00/hr. |
| Surveyor I (Registered – Principal) | \$150.00/hr. |
| Surveyor (Registered – Senior Consultant) | \$140.00/hr. |
| Surveyor II (Registered) | \$125.00/hr. |
| Surveyor III (Registered) | \$100.00/hr. |
| Survey Crew (4 Men) | \$143.00/hr. |
| Survey Crew (3 Men) | \$130.00/hr. |
| Survey Crew (2 Men) | \$120.00/hr. |
| GPS RTK Survey Crew (3 Men) | \$150.00/hr. |
| GPS RTK Survey Crew (2 Men) | \$135.00/hr. |
| CADD Technician I | \$ 80.00/hr. |
| CADD Technician II | \$ 70.00/hr. |
| Secretary/Word Processor | \$ 45.00/hr. |
| Inspector | \$ 62.00/hr. |
| Recording and Permit Fees | Cost + 10% |
| Materials | Cost |
| Mileage (prevailing rate) | \$0.555/mile |
| Sub-Consultants | Cost + 10% |
| Reimbursable Expenses: | |
| Postage, Long Distance Calls, Federal Express, etc. | Cost |
| Blueprints | \$0.25/S.F. |
| Mylar | \$1.75/S.F. |
| Photocopy (8.5" x 11") | \$0.15/ea. |
| Photocopy (8.5" x 14") | \$0.25/ea. |
| Photocopy (11" x 17") | \$0.35/ea. |

The SCHOOL BOARD of Indian River
CONSULTING AGREEMENT

THIS AGREEMENT made and entered into this 27th day of March, 2012 by and between **THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, duly organized and existing under the laws of Florida (“**SCHOOL BOARD**”) whose address is 1990 25th Street, Vero Beach, Florida 32960 and **Masteller & Moler, Inc.**, a Florida Corporation (“**CONSULTANT**”), whose address is 1655 27th Street, Suite 2, Vero Beach, FL 32960.

WITNESSETH:

WHEREAS, The **SCHOOL BOARD** will from time to time require certain consultant services;

WHEREAS, The **CONSULTANT** is able and willing to provide such services under the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, the parties desiring to be legally bound do hereby agree as follows:

Article I-Recitals

The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

Article II-Definitions

For purposes of this **AGREEMENT**, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

Agreement shall mean this Consulting **AGREEMENT**, as may be modified, which shall constitute authorization for the **CONSULTANT** to provide the Services stated herein to the **SCHOOL BOARD**.

Effective date shall be the date on which the last signatory hereto shall execute this **AGREEMENT**, and it shall be the date on which this **AGREEMENT** shall go into effect.

Public Record is as described in section 119.011(11), Florida Statutes.

Services shall mean the performance of the Services outlined in Article III of this **AGREEMENT**.

Article III - Character and Extent of Services

The **CONSULTANT** will provide engineering services in connection with projects and programs in which the **SCHOOL BOARD** is participating. Projects will be assigned on a rotational and/or best fit process.

The **CONSULTANT** will provide the **SCHOOL BOARD** with Professional Engineering Services to include site, civil, surveying and other related services for miscellaneous projects on an as-needed basis as requested and assigned by the **SCHOOL BOARD** with all of the consultant's submittals accepted by the **SCHOOL BOARD** and responses thereto. As a best practice and a cost savings initiative engineering firms will report directly to the School District rather than the contractor. The pricing for such services shall be in accordance with Article V of this **AGREEMENT** and agreed upon written pricing by the parties as contained in a work authorization and notice to proceed evidenced by the **SCHOOL BOARD'S** Purchase Order ("PO") related to the work authorization.

Article IV - Period of Performance

This **AGREEMENT** shall remain in effect until **October 10, 2012** as not to exceed 12 months from the effective date of the approval of the Bid Award by the **SCHOOL BOARD** on October 11, 2011, unless otherwise agreed to in writing by the parties hereto.

Article V- Compensation

In full monetary consideration for this **AGREEMENT** and the services to be performed by the **CONSULTANT** hereunder, the **SCHOOL BOARD** will pay the **CONSULTANT** using the following schedule of billing rates:

SEE EXHIBIT A

In addition, the **SCHOOL BOARD** will reimburse the **CONSULTANT** for reasonable out-of-pocket expenses incurred, including Jessica Lunsford Act Processing Fees, in the performance of work authorized hereunder and in accordance with State laws, rules, regulations, **SCHOOL BOARD** policies and procedures.

Article VI- Payment and Invoicing

The **CONSULTANT** will submit invoices to the **SCHOOL BOARD**, together with such supporting documentation as the **SCHOOL BOARD** may reasonably require. Invoices shall be submitted in duplicate to the **SCHOOL BOARD OF INDIAN RIVER Attention: Accounts Payable Department, 1990 25th Street, Vero Beach, Florida 32960**

Article VII- Assignment and Subcontracting

The **CONSULTANT** may not assign, convey, or otherwise transfer any its rights, obligations or interest herein without the prior written consent of the **SCHOOL BOARD**. The **CONSULTANT** agrees not to subcontract any of the work authorized hereunder without the prior written approval of the **SCHOOL BOARD**, which approval may be reasonably withheld.

Article VIII - Liability

The **CONSULTANT** specifically agrees by acceptance of this **AGREEMENT** to the fullest extent permitted by law, to hold harmless and indemnify the **SCHOOL BOARD** and its employees, officers and attorneys from and against all claims, losses, damages and personal injuries (including but not limited to death) or liability (including reasonable attorney's fees) directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, resulting from the **CONSULTANT'S** performance of any Services provided pursuant to this **AGREEMENT**. This paragraph shall survive the termination of this **AGREEMENT**.

Article IX - Ownership of Work Product

All technical data, evaluations, reports and other work product of the **CONSULTANT** hereunder shall become the property of the **SCHOOL BOARD** and shall be delivered to the **SCHOOL BOARD** upon completion of services authorized hereunder. The **CONSULTANT** may retain copies thereof for its files and its internal use. All documents, including drawings and specifications furnished by **CONSULTANT** pursuant to this **AGREEMENT**, are intended for use on the respective work authorization.

Article X - Independent Contractor Relationship

With regard to any and all Services performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the **SCHOOL BOARD** and the **CONSULTANT** is such that the **CONSULTANT** is an independent consultant and is neither an agent nor employee of the **SCHOOL BOARD**. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of an independent consultant, between the **SCHOOL BOARD**, on one hand, and the **CONSULTANT**, on the other hand, during or after the performance of the Services under this **AGREEMENT**.

Article XI - Guarantees and Warranty

The **CONSULTANT** shall perform all services under this **AGREEMENT** in a manner consistent with the standard of care and skill ordinarily exercised by the **CONSULTANT'S** profession at the same time, in the same locality and under similar circumstances. The **CONSULTANT** shall not, either during or after the term of this **AGREEMENT**, disclose to any third party any confidential information relative to the work or the business of the **SCHOOL BOARD** and/or any affiliated corporations, without the written consent of the **SCHOOL BOARD**. The **SCHOOL BOARD'S** representative shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the **AGREEMENT**.

Article XII- Examination of Records

It is hereby specifically agreed that any record, document, computerized, information and program, audio or video tape, photograph, or other writing of the **CONSULTANT** related, directly or indirectly, to this **AGREEMENT** and the Services provided hereunder, may be deemed to be a Public Record whether in the possession or control of the **SCHOOL BOARD** or the **CONSULTANT**. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the **CONSULTANT** is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the **SCHOOL BOARD**. Upon request by the **SCHOOL BOARD**, the **CONSULTANT** shall promptly supply copies of said public records to the **SCHOOL BOARD**. All books, cards, registers, receipts, documents, and other papers in connection with this **AGREEMENT** shall at any and all reasonable times during the normal working hours of the **CONSULTANT** be open and freely exhibited to the **SCHOOL BOARD** the purpose of examination and/or audit.

Article XIII - Entire Agreement and Amendments

This instrument constitutes the entire and integrated **AGREEMENT** between the **PARTIES** covering the subject matter and supersedes all prior negotiations, representations or **AGREEMENTS**, either oral or written and all such matters shall be deemed merged into this document. No modifications or amendments shall be valid unless in writing and signed by the **PARTIES**.

Article XIV - Attorney's Fee

If any disputes should arise out of this **AGREEMENT**, the parties agree to bear their own costs and attorney's fees unless otherwise provided herein.

Article XV-Governing Law and Venue

This **AGREEMENT** shall be governed by the laws of the State of Florida. Venue shall be properly placed in Indian River County, Florida. The parties agree that the **AGREEMENT**

was consummated in Indian River County, Florida and the site of the Services is Indian River County, Florida. If any dispute arises concerning this **AGREEMENT** under Federal Law, the venue will be in the proper division of the U.S. Federal District Court, Southern District of Florida in West Palm Beach or Ft. Pierce, Florida.

Article XVI-Interpretation

This **AGREEMENT** shall not be construed against the party who drafted the same as all parties have had experts of their choosing review the same.

Article XVII-Term; Termination

1. *Term.* This **AGREEMENT** shall become effective upon execution by both parties hereto and shall remain in effect until the **CONSULTANT** completes the Services outlined herein in Article III to the satisfaction of the **SCHOOL BOARD**.

2. *Termination.*

a. *For convenience.* The **SCHOOL BOARD**, in whole or in part, may terminate the performance of the Services under this **AGREEMENT** whenever the **SCHOOL BOARD** determines that termination is in the **SCHOOL BOARD**'s best interest. Any such termination shall be effected by the delivery to the **CONSULTANT** of a written notice of termination at least fifteen (15) days prior to the date of termination. The **SCHOOL BOARD** shall pay all reasonable costs incurred by the **CONSULTANT** up to the date of termination. The **CONSULTANT** will not be reimbursed for any anticipatory profits that have not been earned to the date of termination. All finished or unfinished work provided by the **CONSULTANT** shall, at the **SCHOOL BOARD**'s option, become the **SCHOOL BOARD**'s property.

b. *For cause.* If the **CONSULTANT** fails to fulfill its obligations under this **AGREEMENT** properly and on time, or otherwise violates any provision of this **AGREEMENT**, the **SCHOOL BOARD** may terminate this **AGREEMENT** by written notice to the **CONSULTANT**. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the **CONSULTANT** shall, at the **SCHOOL BOARD**'s option, become the **SCHOOL BOARD**'s property. The **SCHOOL BOARD** shall pay the **CONSULTANT** fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination less the amount of damages caused by the **CONSULTANT**'s breach. If the damages are more than the compensation payable to the **CONSULTANT**, the **CONSULTANT** will remain

liable after termination and the **SCHOOL BOARD** may pursue said damages in accordance with law.

Article XVIII-Warranty of Professional Services

The **CONSULTANT** hereby warrants unto the **SCHOOL BOARD** that it has sufficient experience to properly complete the Services specified herein or as may be performed pursuant to this **AGREEMENT**. In pursuit of any Services, the **CONSULTANT** shall supervise and direct the Services, using its skill and attention and shall enforce strict discipline and good order among its employees and agents. The **CONSULTANT** shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on performance of the Services. The **CONSULTANT** shall pay all taxes, fees, license fees required by law, including but not limited to occupational fees and withholding taxes and assume all costs incident to the Services, except as provided herein.

Article XIX –Protection of Persons and Property: Insurance

1. *Coverage requirements.* Upon the Effective Date of this **AGREEMENT**, the **CONSULTANT** shall provide proof of insurance as provided in the Indian River County District School Board Policy Manual, Section 10.13 Professional Services: Insurance Requirements, including, but not limited to, the following:

- a. *Worker’s compensation insurance* in compliance with Chapter 440, Florida Statutes, with employer’s liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence.
- b. *Professional liability insurance* with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence or an annual aggregate limit of three million dollars (\$3,000,000) covering negligent errors, omissions, or acts with a per occurrence deductible not to exceed five thousand dollars (\$5,000.00) or five percent (5%) of the estimated professional fee or as approved by the Superintendent.
- c. *Commercial general liability insurance* with a minimum combined single limit of one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in the aggregate, with no deductible, covering personal injury, bodily injury, and property damage.
- d. *Automobile liability insurance* (including hired and owned vehicles, if any) in limits of not less than one million dollars (\$1,000,000.00) per occurrence, covering personal injury, bodily injury, and property damage.
- e. *Valuable papers and records insurance* in an amount of not less than fifty thousand dollars (\$50,000.00) per occurrence, with no deductible.

2. *General requirements.* The Superintendent may recommend that the **SCHOOL BOARD** enter an agreement with lower limits of coverage when the standard coverage required by this policy may be commercially unavailable for a particular undertaking or, when the amount of the professional fee may not justify the extent of coverage otherwise required by this policy. In such cases, the Superintendent or designee will recommend that the specifications and requirements for the project shall include the modified levels of insurance coverage and limits of liability for the specific project that will waive the standard insurance limits specified in this policy.

The **CONSULTANT** is solely responsible for procuring and maintaining the insurance coverage required by this Section at its own expense and with insurance companies authorized to do business in the State of Florida and as long as reasonably available in the standard marketplace. The insurance coverage required by this Section shall include the liability and coverage provided herein, or as required by law, whatever requirements afford greater coverage. All such insurance shall remain in effect until final payment is made under this **AGREEMENT**. Upon the **SCHOOL BOARD**'s request, the **CONSULTANT** shall provide the **SCHOOL BOARD** with copies of all insurance policies required hereunder.

Article XX-Notices

All projects hereunder, all notices, demands, requests, instructions, approvals, and claims shall be in writing. All notices of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE SCHOOL BOARD:
Mrs. Susan Olson, Director of Facilities Planning and Construction
1990 25th Street
Vero Beach, Florida 32960
(772) 564-5017

w/copy to:

Usher L. Brown, SCHOOL BOARD Attorney
Brown, Garganese, Weiss, & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
(407) 425-9566 (Phone)
(407) 425-9596 (Fax)

TO THE CONSULTANT:

Masteller & Moler, Inc.
Attn: Stephen E. Moler, P.E.
1655 27th Street, Suite 2
Vero Beach, FL 32960
(772) 567-5300 (Phone)
(772) 794-1106 (Fax)

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery, or if notice is given by first class U.S. mail, postage prepaid, then notice shall be deemed to have been given upon the date said notice was deposited in the U.S. Mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

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If a word, sentence, phrase, clause or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence, phrase, clause or paragraph shall be severed from this **AGREEMENT**, and this **AGREEMENT** shall be read as if said illegal, unenforceable, or unconstitutional word, sentence, phrase, clause or paragraph did not exist.

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The **CONSULTANT** certifies that:

1. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Services under this **AGREEMENT** is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Services required by this **AGREEMENT** by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;
2. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Services under this **AGREEMENT**, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the **SCHOOL BOARD**; and
3. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Services under this **AGREEMENT**,

employee or agent has willfully offered an employee or officer of the **SCHOOL BOARD** any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

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In the event the **SCHOOL BOARD** issues a purchase order in conjunction with this **AGREEMENT**, the provisions of this **AGREEMENT** shall prevail in the event of a conflict with the provisions of a purchase order.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed in the respective names as of the day and year first written above.

WITNESSES:

Diane Lembo
Diane Lembo

Carrie A. Bass
Carrie A. Bass

Masteller & Moler, Inc.
A Florida Corporation

By: *[Signature]*
Print Name: Stephen E. Moler, PE
Title: Vice President

**THE SCHOOL BOARD OF INDIAN
RIVER COUNTY, FLORIDA,**
A Florida Political Subdivision

Attest:

**Frances J. Adams, Ed.D.,
Superintendent of Schools**

By: _____
**Mr. Jeffrey Pegler,
Chairman**

EXHIBIT "A"
RATE SCHEDULE

| | |
|---|--------------|
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| Engineer (Registered – Senior Consultant) | \$140.00/hr. |
| Engineer (Registered) | \$140.00/hr. |
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| Postage, Long Distance Calls, Federal Express, etc. | Cost |
| Blueprints | \$0.25/S.F. |
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| Photocopy (11" x 17") | \$0.35/ea. |

The SCHOOL BOARD of Indian River
CONSULTING AGREEMENT

THIS AGREEMENT made and entered into this 27th day of March, 2012 by and between **THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, duly organized and existing under the laws of Florida (“**SCHOOL BOARD**”) whose address is 1990 25th Street, Vero Beach, Florida 32960 and **MBV Engineering Inc. (Moia Bowles Villamizar & Associates)**, a Florida Corporation (“**CONSULTANT**”), whose address is 1835 20th Street, Vero Beach, FL 32960.

WITNESSETH:

WHEREAS, The **SCHOOL BOARD** will from time to time require certain consultant services;

WHEREAS, The **CONSULTANT** is able and willing to provide such services under the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, the parties desiring to be legally bound do hereby agree as follows:

Article I-Recitals

The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

Article II-Definitions

For purposes of this **AGREEMENT**, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

Agreement shall mean this Consulting **AGREEMENT**, as may be modified, which shall constitute authorization for the **CONSULTANT** to provide the Services stated herein to the **SCHOOL BOARD**.

Effective date shall be the date on which the last signatory hereto shall execute this **AGREEMENT**, and it shall be the date on which this **AGREEMENT** shall go into effect.

Public Record is as described in section 119.011(11), Florida Statutes.

Services shall mean the performance of the Services outlined in Article III of this **AGREEMENT**.

Article III - Character and Extent of Services

The **CONSULTANT** will provide engineering services in connection with projects and programs in which the **SCHOOL BOARD** is participating. Projects will be assigned on a rotational and/or best fit process.

The **CONSULTANT** will provide the **SCHOOL BOARD** with Professional Engineering Services to include site, civil, surveying and other related services for miscellaneous projects on an as-needed basis as requested and assigned by the **SCHOOL BOARD** with all of the consultant's submittals accepted by the **SCHOOL BOARD** and responses thereto. As a best practice and a cost savings initiative engineering firms will report directly to the School District rather than the contractor. The pricing for such services shall be in accordance with Article V of this **AGREEMENT** and agreed upon written pricing by the parties as contained in a work authorization and notice to proceed evidenced by the **SCHOOL BOARD'S** Purchase Order ("PO") related to the work authorization.

Article IV - Period of Performance

This **AGREEMENT** shall remain in effect until **October 10, 2012** as not to exceed 12 months from the effective date of the approval of the Bid Award by the **SCHOOL BOARD** on October 11, 2011, unless otherwise agreed to in writing by the parties hereto.

Article V- Compensation

In full monetary consideration for this **AGREEMENT** and the services to be performed by the **CONSULTANT** hereunder, the **SCHOOL BOARD** will pay the **CONSULTANT** using the following schedule of billing rates:

SEE EXHIBIT A

In addition, the **SCHOOL BOARD** will reimburse the **CONSULTANT** for reasonable out-of-pocket expenses incurred, including Jessica Lunsford Act Processing Fees, in the performance of work authorized hereunder and in accordance with State laws, rules, regulations, **SCHOOL BOARD** policies and procedures.

Article VI- Payment and Invoicing

The **CONSULTANT** will submit invoices to the **SCHOOL BOARD**, together with such supporting documentation as the **SCHOOL BOARD** may reasonably require. Invoices shall be submitted in duplicate to the **SCHOOL BOARD OF INDIAN RIVER Attention: Accounts Payable Department, 1990 25th Street, Vero Beach, Florida 32960**

Article VII- Assignment and Subcontracting

The **CONSULTANT** may not assign, convey, or otherwise transfer any its rights, obligations or interest herein without the prior written consent of the **SCHOOL BOARD**. The **CONSULTANT** agrees not to subcontract any of the work authorized hereunder without the prior written approval of the **SCHOOL BOARD**, which approval may be reasonably withheld.

Article VIII - Liability

The **CONSULTANT** specifically agrees by acceptance of this AGREEMENT to the fullest extent permitted by law, to hold harmless and indemnify the **SCHOOL BOARD** and its employees, officers and attorneys from and against all claims, losses, damages and personal injuries (including but not limited to death) or liability (including reasonable attorney's fees) directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, resulting from the **CONSULTANT'S** performance of any Services provided pursuant to this AGREEMENT. This paragraph shall survive the termination of this AGREEMENT.

Article IX - Ownership of Work Product

All technical data, evaluations, reports and other work product of the **CONSULTANT** hereunder shall become the property of the **SCHOOL BOARD** and shall be delivered to the **SCHOOL BOARD** upon completion of services authorized hereunder. The **CONSULTANT** may retain copies thereof for its files and its internal use. All documents, including drawings and specifications furnished by **CONSULTANT** pursuant to this AGREEMENT, are intended for use on the respective work authorization.

Article X - Independent Contractor Relationship

With regard to any and all Services performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the **SCHOOL BOARD** and the **CONSULTANT** is such that the **CONSULTANT** is an independent consultant and is neither an agent nor employee of the **SCHOOL BOARD**. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of an independent consultant, between the **SCHOOL BOARD**, on one hand, and the **CONSULTANT**, on the other hand, during or after the performance of the Services under this AGREEMENT.

Article XI - Guarantees and Warranty

The **CONSULTANT** shall perform all services under this **AGREEMENT** in a manner consistent with the standard of care and skill ordinarily exercised by the **CONSULTANT'S** profession at the same time, in the same locality and under similar circumstances. The **CONSULTANT** shall not, either during or after the term of this **AGREEMENT**, disclose to any third party any confidential information relative to the work or the business of the **SCHOOL BOARD** and/or any affiliated corporations, without the written consent of the **SCHOOL BOARD**. The **SCHOOL BOARD'S** representative shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the **AGREEMENT**.

Article XII- Examination of Records

It is hereby specifically agreed that any record, document, computerized, information and program, audio or video tape, photograph, or other writing of the **CONSULTANT** related, directly or indirectly, to this **AGREEMENT** and the Services provided hereunder, may be deemed to be a Public Record whether in the possession or control of the **SCHOOL BOARD** or the **CONSULTANT**. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the **CONSULTANT** is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the **SCHOOL BOARD**. Upon request by the **SCHOOL BOARD**, the **CONSULTANT** shall promptly supply copies of said public records to the **SCHOOL BOARD**. All books, cards, registers, receipts, documents, and other papers in connection with this **AGREEMENT** shall at any and all reasonable times during the normal working hours of the **CONSULTANT** be open and freely exhibited to the **SCHOOL BOARD** the purpose of examination and/or audit.

Article XIII - Entire Agreement and Amendments

This instrument constitutes the entire and integrated **AGREEMENT** between the **PARTIES** covering the subject matter and supersedes all prior negotiations, representations or **AGREEMENTS**, either oral or written and all such matters shall be deemed merged into this document. No modifications or amendments shall be valid unless in writing and signed by the **PARTIES**.

Article XIV - Attorney's Fee

If any disputes should arise out of this **AGREEMENT**, the parties agree to bear their own costs and attorney's fees unless otherwise provided herein.

Article XV-Governing Law and Venue

This **AGREEMENT** shall be governed by the laws of the State of Florida. Venue shall be properly placed in Indian River County, Florida. The parties agree that the **AGREEMENT** was consummated in Indian River County, Florida and the site of the Services is Indian River County, Florida. If any dispute arises concerning this **AGREEMENT** under Federal Law, the venue will be in the proper division of the U.S. Federal District Court, Southern District of Florida in West Palm Beach or Ft. Pierce, Florida.

Article XVI-Interpretation

This **AGREEMENT** shall not be construed against the party who drafted the same as all parties have had experts of their choosing review the same.

Article XVII-Term; Termination

1. *Term.* This **AGREEMENT** shall become effective upon execution by both parties hereto and shall remain in effect until the **CONSULTANT** completes the Services outlined herein in Article III to the satisfaction of the **SCHOOL BOARD**.

2. *Termination.*

a. *For convenience.* The **SCHOOL BOARD**, in whole or in part, may terminate the performance of the Services under this **AGREEMENT** whenever the **SCHOOL BOARD** determines that termination is in the **SCHOOL BOARD**'s best interest. Any such termination shall be effected by the delivery to the **CONSULTANT** of a written notice of termination at least fifteen (15) days prior to the date of termination. The **SCHOOL BOARD** shall pay all reasonable costs incurred by the **CONSULTANT** up to the date of termination. The **CONSULTANT** will not be reimbursed for any anticipatory profits that have not been earned to the date of termination. All finished or unfinished work provided by the **CONSULTANT** shall, at the **SCHOOL BOARD**'s option, become the **SCHOOL BOARD**'s property.

b. *For cause.* If the **CONSULTANT** fails to fulfill its obligations under this **AGREEMENT** properly and on time, or otherwise violates any provision of this **AGREEMENT**, the **SCHOOL BOARD** may terminate this **AGREEMENT** by written notice to the **CONSULTANT**. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the **CONSULTANT** shall, at the **SCHOOL BOARD**'s option, become the **SCHOOL BOARD**'s property. The **SCHOOL BOARD** shall pay the **CONSULTANT** fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination less the amount of damages

caused by the **CONSULTANT**'s breach. If the damages are more than the compensation payable to the **CONSULTANT**, the **CONSULTANT** will remain liable after termination and the **SCHOOL BOARD** may pursue said damages in accordance with law.

Article XVIII-Warranty of Professional Services

The **CONSULTANT** hereby warrants unto the **SCHOOL BOARD** that it has sufficient experience to properly complete the Services specified herein or as may be performed pursuant to this **AGREEMENT**. In pursuit of any Services, the **CONSULTANT** shall supervise and direct the Services, using its skill and attention and shall enforce strict discipline and good order among its employees and agents. The **CONSULTANT** shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on performance of the Services. The **CONSULTANT** shall pay all taxes, fees, license fees required by law, including but not limited to occupational fees and withholding taxes and assume all costs incident to the Services, except as provided herein.

Article XIX-Protection of Persons and Property: Insurance

1. *Coverage requirements.* Upon the Effective Date of this **AGREEMENT**, the **CONSULTANT** shall provide proof of insurance as provided in the Indian River County District School Board Policy Manual, Section 10.13 Professional Services: Insurance Requirements, including, but not limited to, the following:

- a. *Worker's compensation insurance* in compliance with Chapter 440, Florida Statutes, with employer's liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence.
- b. *Professional liability insurance* with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence or an annual aggregate limit of three million dollars (\$3,000,000) covering negligent errors, omissions, or acts with a per occurrence deductible not to exceed five thousand dollars (\$5,000.00) or five percent (5%) of the estimated professional fee or as approved by the Superintendent.
- c. *Commercial general liability insurance* with a minimum combined single limit of one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in the aggregate, with no deductible, covering personal injury, bodily injury, and property damage.
- d. *Automobile liability insurance* (including hired and owned vehicles, if any) in limits of not less than one million dollars (\$1,000,000.00) per occurrence, covering personal injury, bodily injury, and property damage.

e. *Valuable papers and records insurance* in an amount of not less than fifty thousand dollars (\$50,000.00) per occurrence, with no deductible.

2. *General requirements.* The Superintendent may recommend that the **SCHOOL BOARD** enter an agreement with lower limits of coverage when the standard coverage required by this policy may be commercially unavailable for a particular undertaking or, when the amount of the professional fee may not justify the extent of coverage otherwise required by this policy. In such cases, the Superintendent or designee will recommend that the specifications and requirements for the project shall include the modified levels of insurance coverage and limits of liability for the specific project that will waive the standard insurance limits specified in this policy.

The **CONSULTANT** is solely responsible for procuring and maintaining the insurance coverage required by this Section at its own expense and with insurance companies authorized to do business in the State of Florida and as long as reasonably available in the standard marketplace. The insurance coverage required by this Section shall include the liability and coverage provided herein, or as required by law, whatever requirements afford greater coverage. All such insurance shall remain in effect until final payment is made under this **AGREEMENT**. Upon the **SCHOOL BOARD**'s request, the **CONSULTANT** shall provide the **SCHOOL BOARD** with copies of all insurance policies required hereunder.

Article XX–Notices

All projects hereunder, all notices, demands, requests, instructions, approvals, and claims shall be in writing. All notices of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE SCHOOL BOARD:

Mrs. Susan Olson, Director of Facilities Planning and Construction
1990 25th Street
Vero Beach, Florida 32960
(772) 564-5017

w/copy to:

Usher L. Brown, SCHOOL BOARD Attorney
Brown, Garganese, Weiss, & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
(407) 425-9566 (Phone)
(407) 425-9596 (Fax)

TO THE CONSULTANT:

MBV Engineering Inc.
(Moia Bowles Villamizar & Assoc)
Attn: Aaron Bowles, P.E.
1835 20th Street
Vero Beach, FL 32960
(772) 569-0035 (Phone)
(772) 778-3617 (Fax)

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery, or if notice is given by first class U.S. mail, postage prepaid, then notice shall be deemed to have been given upon the date said notice was deposited in the U.S. Mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

Article XXI –Severability

If a word, sentence, phrase, clause or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence, phrase, clause or paragraph shall be severed from this **AGREEMENT**, and this **AGREEMENT** shall be read as if said illegal, unenforceable, or unconstitutional word, sentence, phrase, clause or paragraph did not exist.

Article XXI –Additional Assurances

The **CONSULTANT** certifies that:

1. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Services under this **AGREEMENT** is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Services required by this **AGREEMENT** by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;
2. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Services under this **AGREEMENT**, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the **SCHOOL BOARD**; and

3. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Services under this **AGREEMENT**, employee or agent has willfully offered an employee or officer of the **SCHOOL BOARD** any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

Article XXIII–Conflicts

In the event the **SCHOOL BOARD** issues a purchase order in conjunction with this **AGREEMENT**, the provisions of this **AGREEMENT** shall prevail in the event of a conflict with the provisions of a purchase order.

Article XXIV–Use of Documents

Any documents, reports, or presentation materials, in written or electronic form, created and furnished to, or on behalf of the **SCHOOL BOARD**, shall be the property of the **SCHOOL BOARD** and can be used by the **SCHOOL BOARD** for any municipal purpose.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed in the respective names as of the day and year first written above.

WITNESSES:

Joan Barcus
JOAN BARCUS
Jessica Hawkins
Jessica Hawkins

MBV Engineering Inc.
A Florida Corporation

By: Aaron Bowles
Print Name: AARON BOWLES
Title: V.P.

**THE SCHOOL BOARD OF INDIAN
RIVER COUNTY, FLORIDA,**
A Florida Political Subdivision

Attest:

**Frances J. Adams, Ed.D.,
Superintendent of Schools**

By: _____
**Mr. Jeffrey Pegler,
Chairman**

EXHIBIT "A"
RATE SCHEDULE

| | |
|---|--------------|
| Engineer I (Registered – Principal) | \$150.00/hr. |
| Engineer (Registered – Senior Consultant) | \$140.00/hr. |
| Engineer (Registered) | \$140.00/hr. |
| Engineer II (Registered) | \$125.00/hr. |
| Engineer III (Registered) | \$110.00/hr. |
| Engineer III – EIT | \$100.00/hr. |
| Engineer Technician (Senior) | \$105.00/hr. |
| Engineer Technician | \$ 85.00/hr. |
| Surveyor I (Registered – Principal) | \$150.00/hr. |
| Surveyor (Registered – Senior Consultant) | \$140.00/hr. |
| Surveyor II (Registered) | \$125.00/hr. |
| Surveyor III (Registered) | \$100.00/hr. |
| Survey Crew (4 Men) | \$143.00/hr. |
| Survey Crew (3 Men) | \$130.00/hr. |
| Survey Crew (2 Men) | \$120.00/hr. |
| GPS RTK Survey Crew (3 Men) | \$150.00/hr. |
| GPS RTK Survey Crew (2 Men) | \$135.00/hr. |
| CADD Technician I | \$ 80.00/hr. |
| CADD Technician II | \$ 70.00/hr. |
| Secretary/Word Processor | \$ 45.00/hr. |
| Inspector | \$ 62.00/hr. |
| Recording and Permit Fees | Cost + 10% |
| Materials | Cost |
| Mileage (prevailing rate) | \$0.555/mile |
| Sub-Consultants | Cost + 10% |
| Reimbursable Expenses: | |
| Postage, Long Distance Calls, Federal Express, etc. | Cost |
| Blueprints | \$0.25/S.F. |
| Mylar | \$1.75/S.F. |
| Photocopy (8.5" x 11") | \$0.15/ea. |
| Photocopy (8.5" x 14") | \$0.25/ea. |
| Photocopy (11" x 17") | \$0.35/ea. |

The SCHOOL BOARD of Indian River
CONSULTING AGREEMENT

THIS AGREEMENT made and entered into this 27th day of March, 2012 by and between **THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, duly organized and existing under the laws of Florida (“**SCHOOL BOARD**”) whose address is 1990 25th Street, Vero Beach, Florida 32960 and **Neel-Schaffer**, a Florida Corporation (“**CONSULTANT**”), whose address is 2925B 20th Street, Vero Beach, FL 32960.

WITNESSETH:

WHEREAS, The **SCHOOL BOARD** will from time to time require certain consultant services;

WHEREAS, The **CONSULTANT** is able and willing to provide such services under the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, the parties desiring to be legally bound do hereby agree as follows:

Article I-Recitals

The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

Article II-Definitions

For purposes of this **AGREEMENT**, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

Agreement shall mean this Consulting **AGREEMENT**, as may be modified, which shall constitute authorization for the **CONSULTANT** to provide the Services stated herein to the **SCHOOL BOARD**.

Effective date shall be the date on which the last signatory hereto shall execute this **AGREEMENT**, and it shall be the date on which this **AGREEMENT** shall go into effect.

Public Record is as described in section 119.011(11), Florida Statutes.

Services shall mean the performance of the Services outlined in Article III of this **AGREEMENT**.

Article III - Character and Extent of Services

The **CONSULTANT** will provide engineering services in connection with projects and programs in which the **SCHOOL BOARD** is participating. Projects will be assigned on a rotational and/or best fit process.

The **CONSULTANT** will provide the **SCHOOL BOARD** with Professional Engineering Services to include site, civil, surveying and other related services for miscellaneous projects on an as-needed basis as requested and assigned by the **SCHOOL BOARD** with all of the consultant's submittals accepted by the **SCHOOL BOARD** and responses thereto. As a best practice and a cost savings initiative engineering firms will report directly to the School District rather than the contractor. The pricing for such services shall be in accordance with Article V of this **AGREEMENT** and agreed upon written pricing by the parties as contained in a work authorization and notice to proceed evidenced by the **SCHOOL BOARD'S** Purchase Order ("PO") related to the work authorization.

Article IV - Period of Performance

This **AGREEMENT** shall remain in effect until **October 10, 2012** as not to exceed 12 months from the effective date of the approval of the Bid Award by the **SCHOOL BOARD** on October 11, 2011, unless otherwise agreed to in writing by the parties hereto.

Article V- Compensation

In full monetary consideration for this **AGREEMENT** and the services to be performed by the **CONSULTANT** hereunder, the **SCHOOL BOARD** will pay the **CONSULTANT** using the following schedule of billing rates:

SEE EXHIBIT A

In addition, the **SCHOOL BOARD** will reimburse the **CONSULTANT** for reasonable out-of-pocket expenses incurred, including Jessica Lunsford Act Processing Fees, in the performance of work authorized hereunder and in accordance with State laws, rules, regulations, **SCHOOL BOARD** policies and procedures.

Article VI- Payment and Invoicing

The **CONSULTANT** will submit invoices to the **SCHOOL BOARD**, together with such supporting documentation as the **SCHOOL BOARD** may reasonably require. Invoices shall be submitted in duplicate to the **SCHOOL BOARD OF INDIAN RIVER Attention: Accounts Payable Department, 1990 25th Street, Vero Beach, Florida 32960**

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The **CONSULTANT** may not assign, convey, or otherwise transfer any its rights, obligations or interest herein without the prior written consent of the **SCHOOL BOARD**. The **CONSULTANT** agrees not to subcontract any of the work authorized hereunder without the prior written approval of the **SCHOOL BOARD**, which approval may be reasonably withheld.

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The **CONSULTANT** specifically agrees by acceptance of this AGREEMENT to the fullest extent permitted by law, to hold harmless and indemnify the **SCHOOL BOARD** and its employees, officers and attorneys from and against all claims, losses, damages and personal injuries (including but not limited to death) or liability (including reasonable attorney's fees) directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, resulting from the **CONSULTANT'S** performance of any Services provided pursuant to this AGREEMENT. This paragraph shall survive the termination of this AGREEMENT.

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All technical data, evaluations, reports and other work product of the **CONSULTANT** hereunder shall become the property of the **SCHOOL BOARD** and shall be delivered to the **SCHOOL BOARD** upon completion of services authorized hereunder. The **CONSULTANT** may retain copies thereof for its files and its internal use. All documents, including drawings and specifications furnished by **CONSULTANT** pursuant to this AGREEMENT, are intended for use on the respective work authorization.

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With regard to any and all Services performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the **SCHOOL BOARD** and the **CONSULTANT** is such that the **CONSULTANT** is an independent consultant and is neither an agent nor employee of the **SCHOOL BOARD**. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of an independent consultant, between the **SCHOOL BOARD**, on one hand, and the **CONSULTANT**, on the other hand, during or after the performance of the Services under this AGREEMENT.

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The **CONSULTANT** shall perform all services under this **AGREEMENT** in a manner consistent with the standard of care and skill ordinarily exercised by the **CONSULTANT'S** profession at the same time, in the same locality and under similar circumstances. The **CONSULTANT** shall not, either during or after the term of this **AGREEMENT**, disclose to any third party any confidential information relative to the work or the business of the **SCHOOL BOARD** and/or any affiliated corporations, without the written consent of the **SCHOOL BOARD**. The **SCHOOL BOARD'S** representative shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the **AGREEMENT**.

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It is hereby specifically agreed that any record, document, computerized, information and program, audio or video tape, photograph, or other writing of the **CONSULTANT** related, directly or indirectly, to this **AGREEMENT** and the Services provided hereunder, may be deemed to be a Public Record whether in the possession or control of the **SCHOOL BOARD** or the **CONSULTANT**. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the **CONSULTANT** is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the **SCHOOL BOARD**. Upon request by the **SCHOOL BOARD**, the **CONSULTANT** shall promptly supply copies of said public records to the **SCHOOL BOARD**. All books, cards, registers, receipts, documents, and other papers in connection with this **AGREEMENT** shall at any and all reasonable times during the normal working hours of the **CONSULTANT** be open and freely exhibited to the **SCHOOL BOARD** the purpose of examination and/or audit.

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This instrument constitutes the entire and integrated **AGREEMENT** between the **PARTIES** covering the subject matter and supersedes all prior negotiations, representations or **AGREEMENTS**, either oral or written and all such matters shall be deemed merged into this document. No modifications or amendments shall be valid unless in writing and signed by the **PARTIES**.

Article XIV - Attorney's Fee

If any disputes should arise out of this **AGREEMENT**, the parties agree to bear their own costs and attorney's fees unless otherwise provided herein.

Article XV-Governing Law and Venue

This **AGREEMENT** shall be governed by the laws of the State of Florida. Venue shall be properly placed in Indian River County, Florida. The parties agree that the **AGREEMENT**

was consummated in Indian River County, Florida and the site of the Services is Indian River County, Florida. If any dispute arises concerning this **AGREEMENT** under Federal Law, the venue will be in the proper division of the U.S. Federal District Court, Southern District of Florida in West Palm Beach or Ft. Pierce, Florida.

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This **AGREEMENT** shall not be construed against the party who drafted the same as all parties have had experts of their choosing review the same.

Article XVII-Term; Termination

1. *Term.* This **AGREEMENT** shall become effective upon execution by both parties hereto and shall remain in effect until the **CONSULTANT** completes the Services outlined herein in Article III to the satisfaction of the **SCHOOL BOARD**.

2. *Termination.*

a. *For convenience.* The **SCHOOL BOARD**, in whole or in part, may terminate the performance of the Services under this **AGREEMENT** whenever the **SCHOOL BOARD** determines that termination is in the **SCHOOL BOARD**'s best interest. Any such termination shall be effected by the delivery to the **CONSULTANT** of a written notice of termination at least fifteen (15) days prior to the date of termination. The **SCHOOL BOARD** shall pay all reasonable costs incurred by the **CONSULTANT** up to the date of termination. The **CONSULTANT** will not be reimbursed for any anticipatory profits that have not been earned to the date of termination. All finished or unfinished work provided by the **CONSULTANT** shall, at the **SCHOOL BOARD**'s option, become the **SCHOOL BOARD**'s property.

b. *For cause.* If the **CONSULTANT** fails to fulfill its obligations under this **AGREEMENT** properly and on time, or otherwise violates any provision of this **AGREEMENT**, the **SCHOOL BOARD** may terminate this **AGREEMENT** by written notice to the **CONSULTANT**. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the **CONSULTANT** shall, at the **SCHOOL BOARD**'s option, become the **SCHOOL BOARD**'s property. The **SCHOOL BOARD** shall pay the **CONSULTANT** fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination less the amount of damages caused by the **CONSULTANT**'s breach. If the damages are more than the compensation payable to the **CONSULTANT**, the **CONSULTANT** will remain

liable after termination and the **SCHOOL BOARD** may pursue said damages in accordance with law.

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The **CONSULTANT** hereby warrants unto the **SCHOOL BOARD** that it has sufficient experience to properly complete the Services specified herein or as may be performed pursuant to this **AGREEMENT**. In pursuit of any Services, the **CONSULTANT** shall supervise and direct the Services, using its skill and attention and shall enforce strict discipline and good order among its employees and agents. The **CONSULTANT** shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on performance of the Services. The **CONSULTANT** shall pay all taxes, fees, license fees required by law, including but not limited to occupational fees and withholding taxes and assume all costs incident to the Services, except as provided herein.

Article XIX –Protection of Persons and Property: Insurance

1. *Coverage requirements.* Upon the Effective Date of this **AGREEMENT**, the **CONSULTANT** shall provide proof of insurance as provided in the Indian River County District School Board Policy Manual, Section 10.13 Professional Services: Insurance Requirements, including, but not limited to, the following:

- a. *Worker’s compensation insurance* in compliance with Chapter 440, Florida Statutes, with employer’s liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence.
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- c. *Commercial general liability insurance* with a minimum combined single limit of one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in the aggregate, with no deductible, covering personal injury, bodily injury, and property damage.
- d. *Automobile liability insurance* (including hired and owned vehicles, if any) in limits of not less than one million dollars (\$1,000,000.00) per occurrence, covering personal injury, bodily injury, and property damage.
- e. *Valuable papers and records insurance* in an amount of not less than fifty thousand dollars (\$50,000.00) per occurrence, with no deductible.

2. *General requirements.* The Superintendent may recommend that the **SCHOOL BOARD** enter an agreement with lower limits of coverage when the standard coverage required by this policy may be commercially unavailable for a particular undertaking or, when the amount of the professional fee may not justify the extent of coverage otherwise required by this policy. In such cases, the Superintendent or designee will recommend that the specifications and requirements for the project shall include the modified levels of insurance coverage and limits of liability for the specific project that will waive the standard insurance limits specified in this policy.

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Vero Beach, Florida 32960
(772) 564-5017

w/copy to:

Usher L. Brown, SCHOOL BOARD Attorney
Brown, Garganese, Weiss, & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
(407) 425-9566 (Phone)
(407) 425-9596 (Fax)

TO THE CONSULTANT:

Neel-Schaffer
Attn: Frank Watanabe, P.E.
2925B 20th Street
Vero Beach, FL 32960
(772) 770-4707 (Phone)
(772) 770-4640 (Fax)

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery, or if notice is given by first class U.S. mail, postage prepaid, then notice shall be deemed to have been given upon the date said notice was deposited in the U.S. Mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

Article XXI – Severability

If a word, sentence, phrase, clause or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence, phrase, clause or paragraph shall be severed from this **AGREEMENT**, and this **AGREEMENT** shall be read as if said illegal, unenforceable, or unconstitutional word, sentence, phrase, clause or paragraph did not exist.

Article XXI – Additional Assurances

The **CONSULTANT** certifies that:

1. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Services under this **AGREEMENT** is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Services required by this **AGREEMENT** by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;
2. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Services under this **AGREEMENT**, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the **SCHOOL BOARD**; and
3. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Services under this **AGREEMENT**,

employee or agent has willfully offered an employee or officer of the **SCHOOL BOARD** any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

Article XXIII–Conflicts

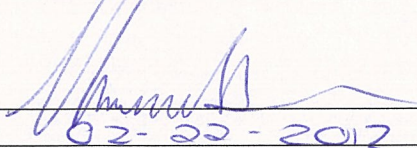
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Article XXIV–Use of Documents

Any documents, reports, or presentation materials, in written or electronic form, created and furnished to, or on behalf of the **SCHOOL BOARD**, shall be the property of the **SCHOOL BOARD** and can be used by the **SCHOOL BOARD** for any municipal purpose.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed in the respective names as of the day and year first written above.

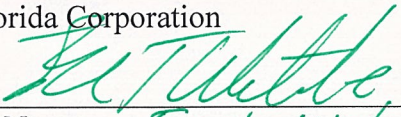
WITNESSES:



02-22-2012

Neel-Schaffer

A Florida Corporation

By: 
Print Name: Frank Watanabe
Title: Senior Project Manager

**THE SCHOOL BOARD OF INDIAN
RIVER COUNTY, FLORIDA,**
A Florida Political Subdivision

Attest:

**Frances J. Adams, Ed.D.,
Superintendent of Schools**

By: _____
**Mr. Jeffrey Pegler,
Chairman**

EXHIBIT "A"
RATE SCHEDULE

| | |
|---|--------------|
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| Engineer (Registered – Senior Consultant) | \$140.00/hr. |
| Engineer (Registered) | \$140.00/hr. |
| Engineer II (Registered) | \$125.00/hr. |
| Engineer III (Registered) | \$110.00/hr. |
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| Engineer Technician (Senior) | \$105.00/hr. |
| Engineer Technician | \$ 85.00/hr. |
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| Inspector | \$ 62.00/hr. |
| Recording and Permit Fees | Cost + 10% |
| Materials | Cost |
| Mileage (prevailing rate) | \$0.555/mile |
| Sub-Consultants | Cost + 10% |
| Reimbursable Expenses: | |
| Postage, Long Distance Calls, Federal Express, etc. | Cost |
| Blueprints | \$0.25/S.F. |
| Mylar | \$1.75/S.F. |
| Photocopy (8.5" x 11") | \$0.15/ea. |
| Photocopy (8.5" x 14") | \$0.25/ea. |
| Photocopy (11" x 17") | \$0.35/ea. |

The SCHOOL BOARD of Indian River
CONSULTING AGREEMENT

THIS AGREEMENT made and entered into this 27th day of March, 2012 by and between **THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, duly organized and existing under the laws of Florida (“**SCHOOL BOARD**”) whose address is 1990 25th Street, Vero Beach, Florida 32960 and **Schulke, Bittle & Stoddard, LLC**, a Florida Corporation (“**CONSULTANT**”), whose address is 1717 Indian River Boulevard, Suite 201, Vero Beach, FL 32960.

WITNESSETH:

WHEREAS, The **SCHOOL BOARD** will from time to time require certain consultant services;

WHEREAS, The **CONSULTANT** is able and willing to provide such services under the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, the parties desiring to be legally bound do hereby agree as follows:

Article I-Recitals

The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

Article II-Definitions

For purposes of this **AGREEMENT**, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

Agreement shall mean this Consulting **AGREEMENT**, as may be modified, which shall constitute authorization for the **CONSULTANT** to provide the Services stated herein to the **SCHOOL BOARD**.

Effective date shall be the date on which the last signatory hereto shall execute this **AGREEMENT**, and it shall be the date on which this **AGREEMENT** shall go into effect.

Public Record is as described in section 119.011(11), Florida Statutes.

Services shall mean the performance of the Services outlined in Article III of this **AGREEMENT**.

Article III - Character and Extent of Services

The **CONSULTANT** will provide engineering services in connection with projects and programs in which the **SCHOOL BOARD** is participating. Projects will be assigned on a rotational and/or best fit process.

The **CONSULTANT** will provide the **SCHOOL BOARD** with Professional Engineering Services to include site, civil, surveying and other related services for miscellaneous projects on an as-needed basis as requested and assigned by the **SCHOOL BOARD** with all of the consultant's submittals accepted by the **SCHOOL BOARD** and responses thereto. As a best practice and a cost savings initiative engineering firms will report directly to the School District rather than the contractor. The pricing for such services shall be in accordance with Article V of this **AGREEMENT** and agreed upon written pricing by the parties as contained in a work authorization and notice to proceed evidenced by the **SCHOOL BOARD'S** Purchase Order ("PO") related to the work authorization.

Article IV - Period of Performance

This **AGREEMENT** shall remain in effect until **October 10, 2012** as not to exceed 12 months from the effective date of the approval of the Bid Award by the **SCHOOL BOARD** on October 11, 2011, unless otherwise agreed to in writing by the parties hereto.

Article V- Compensation

In full monetary consideration for this **AGREEMENT** and the services to be performed by the **CONSULTANT** hereunder, the **SCHOOL BOARD** will pay the **CONSULTANT** using the following schedule of billing rates:

SEE EXHIBIT A

In addition, the **SCHOOL BOARD** will reimburse the **CONSULTANT** for reasonable out-of-pocket expenses incurred, including Jessica Lunsford Act Processing Fees, in the performance of work authorized hereunder and in accordance with State laws, rules, regulations, **SCHOOL BOARD** policies and procedures.

Article VI- Payment and Invoicing

The **CONSULTANT** will submit invoices to the **SCHOOL BOARD**, together with such supporting documentation as the **SCHOOL BOARD** may reasonably require. Invoices shall be submitted in duplicate to the **SCHOOL BOARD OF INDIAN RIVER Attention: Accounts Payable Department, 1990 25th Street, Vero Beach, Florida 32960**

Article VII- Assignment and Subcontracting

The **CONSULTANT** may not assign, convey, or otherwise transfer any its rights, obligations or interest herein without the prior written consent of the **SCHOOL BOARD**. The **CONSULTANT** agrees not to subcontract any of the work authorized hereunder without the prior written approval of the **SCHOOL BOARD**, which approval may be reasonably withheld.

Article VIII - Liability

The **CONSULTANT** specifically agrees by acceptance of this AGREEMENT to the fullest extent permitted by law, to hold harmless and indemnify the **SCHOOL BOARD** and its employees, officers and attorneys from and against all claims, losses, damages and personal injuries (including but not limited to death) or liability (including reasonable attorney's fees) directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, resulting from the **CONSULTANT'S** performance of any Services provided pursuant to this AGREEMENT. This paragraph shall survive the termination of this AGREEMENT.

Article IX - Ownership of Work Product

All technical data, evaluations, reports and other work product of the **CONSULTANT** hereunder shall become the property of the **SCHOOL BOARD** and shall be delivered to the **SCHOOL BOARD** upon completion of services authorized hereunder. The **CONSULTANT** may retain copies thereof for its files and its internal use. All documents, including drawings and specifications furnished by **CONSULTANT** pursuant to this AGREEMENT, are intended for use on the respective work authorization.

Article X - Independent Contractor Relationship

With regard to any and all Services performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the **SCHOOL BOARD** and the **CONSULTANT** is such that the **CONSULTANT** is an independent consultant and is neither an agent nor employee of the **SCHOOL BOARD**. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of an independent consultant, between the **SCHOOL BOARD**, on one hand, and the **CONSULTANT**, on the other hand, during or after the performance of the Services under this AGREEMENT.

Article XI - Guarantees and Warranty

The **CONSULTANT** shall perform all services under this **AGREEMENT** in a manner consistent with the standard of care and skill ordinarily exercised by the **CONSULTANT'S** profession at the same time, in the same locality and under similar circumstances. The **CONSULTANT** shall not, either during or after the term of this **AGREEMENT**, disclose to any third party any confidential information relative to the work or the business of the **SCHOOL BOARD** and/or any affiliated corporations, without the written consent of the **SCHOOL BOARD**. The **SCHOOL BOARD'S** representative shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the **AGREEMENT**.

Article XII- Examination of Records

It is hereby specifically agreed that any record, document, computerized, information and program, audio or video tape, photograph, or other writing of the **CONSULTANT** related, directly or indirectly, to this **AGREEMENT** and the Services provided hereunder, may be deemed to be a Public Record whether in the possession or control of the **SCHOOL BOARD** or the **CONSULTANT**. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the **CONSULTANT** is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the **SCHOOL BOARD**. Upon request by the **SCHOOL BOARD**, the **CONSULTANT** shall promptly supply copies of said public records to the **SCHOOL BOARD**. All books, cards, registers, receipts, documents, and other papers in connection with this **AGREEMENT** shall at any and all reasonable times during the normal working hours of the **CONSULTANT** be open and freely exhibited to the **SCHOOL BOARD** the purpose of examination and/or audit.

Article XIII - Entire Agreement and Amendments

This instrument constitutes the entire and integrated **AGREEMENT** between the **PARTIES** covering the subject matter and supersedes all prior negotiations, representations or **AGREEMENTS**, either oral or written and all such matters shall be deemed merged into this document. No modifications or amendments shall be valid unless in writing and signed by the **PARTIES**.

Article XIV - Attorney's Fee

If any disputes should arise out of this **AGREEMENT**, the parties agree to bear their own costs and attorney's fees unless otherwise provided herein.

Article XV-Governing Law and Venue

This **AGREEMENT** shall be governed by the laws of the State of Florida. Venue shall be properly placed in Indian River County, Florida. The parties agree that the **AGREEMENT** was consummated in Indian River County, Florida and the site of the Services is Indian River County, Florida. If any dispute arises concerning this **AGREEMENT** under Federal Law, the venue will be in the proper division of the U.S. Federal District Court, Southern District of Florida in West Palm Beach or Ft. Pierce, Florida.

Article XVI-Interpretation

This **AGREEMENT** shall not be construed against the party who drafted the same as all parties have had experts of their choosing review the same.

Article XVII-Term; Termination

1. *Term.* This **AGREEMENT** shall become effective upon execution by both parties hereto and shall remain in effect until the **CONSULTANT** completes the Services outlined herein in Article III to the satisfaction of the **SCHOOL BOARD**.

2. *Termination.*

a. *For convenience.* The **SCHOOL BOARD**, in whole or in part, may terminate the performance of the Services under this **AGREEMENT** whenever the **SCHOOL BOARD** determines that termination is in the **SCHOOL BOARD**'s best interest. Any such termination shall be effected by the delivery to the **CONSULTANT** of a written notice of termination at least fifteen (15) days prior to the date of termination. The **SCHOOL BOARD** shall pay all reasonable costs incurred by the **CONSULTANT** up to the date of termination. The **CONSULTANT** will not be reimbursed for any anticipatory profits that have not been earned to the date of termination. All finished or unfinished work provided by the **CONSULTANT** shall, at the **SCHOOL BOARD**'s option, become the **SCHOOL BOARD**'s property.

b. *For cause.* If the **CONSULTANT** fails to fulfill its obligations under this **AGREEMENT** properly and on time, or otherwise violates any provision of this **AGREEMENT**, the **SCHOOL BOARD** may terminate this **AGREEMENT** by written notice to the **CONSULTANT**. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the **CONSULTANT** shall, at the **SCHOOL BOARD**'s option, become the **SCHOOL BOARD**'s property. The **SCHOOL BOARD** shall pay the **CONSULTANT** fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination less the amount of damages

caused by the **CONSULTANT's** breach. If the damages are more than the compensation payable to the **CONSULTANT**, the **CONSULTANT** will remain liable after termination and the **SCHOOL BOARD** may pursue said damages in accordance with law.

Article XVIII-Warranty of Professional Services

The **CONSULTANT** hereby warrants unto the **SCHOOL BOARD** that it has sufficient experience to properly complete the Services specified herein or as may be performed pursuant to this **AGREEMENT**. In pursuit of any Services, the **CONSULTANT** shall supervise and direct the Services, using its skill and attention and shall enforce strict discipline and good order among its employees and agents. The **CONSULTANT** shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on performance of the Services. The **CONSULTANT** shall pay all taxes, fees, license fees required by law, including but not limited to occupational fees and withholding taxes and assume all costs incident to the Services, except as provided herein.

Article XIX –Protection of Persons and Property: Insurance

1. *Coverage requirements.* Upon the Effective Date of this **AGREEMENT**, the **CONSULTANT** shall provide proof of insurance as provided in the Indian River County District School Board Policy Manual, Section 10.13 Professional Services: Insurance Requirements, including, but not limited to, the following:

- a. *Worker's compensation insurance* in compliance with Chapter 440, Florida Statutes, with employer's liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence.
- b. *Professional liability insurance* with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence or an annual aggregate limit of three million dollars (\$3,000,000) covering negligent errors, omissions, or acts with a per occurrence deductible not to exceed five thousand dollars (\$5,000.00) or five percent (5%) of the estimated professional fee or as approved by the Superintendent.
- c. *Commercial general liability insurance* with a minimum combined single limit of one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in the aggregate, with no deductible, covering personal injury, bodily injury, and property damage.
- d. *Automobile liability insurance* (including hired and owned vehicles, if any) in limits of not less than one million dollars (\$1,000,000.00) per occurrence, covering personal injury, bodily injury, and property damage.

e. *Valuable papers and records insurance* in an amount of not less than fifty thousand dollars (\$50,000.00) per occurrence, with no deductible.

2. *General requirements.* The Superintendent may recommend that the **SCHOOL BOARD** enter an agreement with lower limits of coverage when the standard coverage required by this policy may be commercially unavailable for a particular undertaking or, when the amount of the professional fee may not justify the extent of coverage otherwise required by this policy. In such cases, the Superintendent or designee will recommend that the specifications and requirements for the project shall include the modified levels of insurance coverage and limits of liability for the specific project that will waive the standard insurance limits specified in this policy.

The **CONSULTANT** is solely responsible for procuring and maintaining the insurance coverage required by this Section at its own expense and with insurance companies authorized to do business in the State of Florida and as long as reasonably available in the standard marketplace. The insurance coverage required by this Section shall include the liability and coverage provided herein, or as required by law, whatever requirements afford greater coverage. All such insurance shall remain in effect until final payment is made under this **AGREEMENT**. Upon the **SCHOOL BOARD's** request, the **CONSULTANT** shall provide the **SCHOOL BOARD** with copies of all insurance policies required hereunder.

Article XX-Notices

All projects hereunder, all notices, demands, requests, instructions, approvals, and claims shall be in writing. All notices of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE SCHOOL BOARD:

Mrs. Susan Olson, Director of Facilities Planning and Construction
1990 25th Street
Vero Beach, Florida 32960
(772) 564-5017

w/copy to:

Usher L. Brown, SCHOOL BOARD Attorney
Brown, Garganese, Weiss, & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
(407) 425-9566 (Phone)
(407) 425-9596 (Fax)

TO THE CONSULTANT:

Schulke, Bittle & Stoddard, LLC
Attn: Joseph W. Schulke, P.E., LEED AP
1717 Indian River Boulevard, Suite 201
Vero Beach, FL 32960
(772) 770-9622 (Phone)
(772) 770-9496 (Fax)

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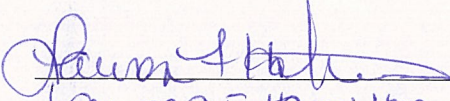
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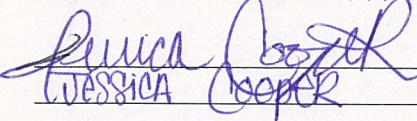
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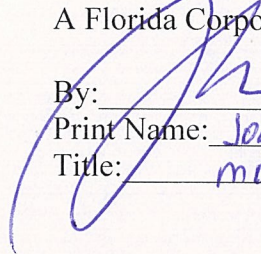
WITNESSES:



Lauren F. Hamilton


JESSICA COOPER

Schulke, Bittle & Stoddard, LLC
A Florida Corporation

By: 

Print Name: JOSEPH SCHULTE PE
Title: MANAGING MEMBER

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA,
A Florida Political Subdivision

Attest:

Frances J. Adams, Ed.D.,
Superintendent of Schools

By: _____
Mr. Jeffrey Pegler,
Chairman

EXHIBIT "A"
RATE SCHEDULE

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**EASEMENT AND BILL OF SALE OF UTILITY FACILITIES
TO
INDIAN RIVER COUNTY, FLORIDA**

KNOW ALL MEN BY THESE PRESENTS, that:

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA, whose mailing address is 1990 25th Street, Vero Beach, FL 32960, hereinafter called GRANTOR, in consideration of value received, the receipt and sufficiency of which is hereby acknowledged, has and does hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto **INDIAN RIVER COUNTY, a political subdivision of the State of Florida**, the address of which is 1801 27th Street, Vero Beach, FL 32960, hereinafter called GRANTEE, a perpetual easement for UTILITY PURPOSES over, across, and beneath the following described land, situate, in Indian River County, Florida, for the purpose of installing, replacing, repairing, and maintaining the hereinafter described utilities, and further sells, assigns or conveys title to all utility facilities now installed by or on behalf of GRANTOR, to-wit:

EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF
(Description and Sketch of Real Property is Exhibit "A" and Description of Utility Facilities is Exhibit "B")

And GRANTOR hereby warrants to the GRANTEE that it is lawfully seized of free and unencumbered title to the above-described real estate and facilities conveyed hereby; that all persons or entities which have supplied labor or materials with respect to these facilities have been paid in full, that none of them has any claim whatsoever with respect thereto, and that the GRANTOR has full authority to make this conveyance and will warrant and defend the granting and sale of said property and utility facilities hereby made unto GRANTEE against the lawful claims and demands of all persons whomsoever.

GRANTOR hereby further warrants that should the above described utility facilities fail or otherwise become defective during a period of one year from the date of acceptance of same by GRANTEE (**March 27, 2012 to March 27, 2013**), due to defective materials or workmanship, GRANTOR shall upon each occasion be responsible in all respects for such failure or defect and shall correct same at GRANTOR's sole cost and without expense to GRANTEE upon reasonable notice by GRANTEE. GRANTOR shall be solely liable and shall, to the extent allowed by Florida law, and without waiving the limits of sovereign immunity as set forth in section 768.28, Florida Statutes, save GRANTEE harmless from any direct or consequential damage attributable to such failure or defect. GRANTOR hereby also assigns all its right, title, and interest in and to manufacturer's or supplier's warranties with respect to the described facilities.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY 

WILLIAM K. DEBRAAL
DEPUTY COUNTY CLERK

IN WITNESS WHEREOF, the GRANTOR has herein set its hand and seal this _____ day of _____, 2012.

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

By: _____
Jeffrey Pegler, Chairman

ATTEST:

By: _____
Dr. Fran Adams, Superintendent

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Jeffrey Pegler, Chairman of THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA, on behalf of same, who is personally known to me.

Notary Public

sign: _____
printed name:
Commission #
Commission Expiration

SEAL:

Attachments:
EXHIBIT "A" – legal description and sketch of easement
EXHIBIT 'B' - description of utility facilities

**ENGINEER'S COST ESTIMATE
SCHOOL DISTRICT OF INDIAN RIVER COUNTY
SUPPORT SERVICES COMPLEX
OFF-SITE FORCE MAIN AND ON-SITE WATER MAIN
December 8, 2011**

I, Patrick S. Walther, P.E., a Florida Registered Engineer, License No. 39667, do hereby certify that this cost estimate has been prepared under my responsible direction for the Reuse Main improvements listed below and that the total cost estimated for said improvements is \$88,803.39. This estimate has been prepared, in part, for the purposes of establishing the value of utilities to be dedicated to Indian River County Department of Utility Services associated with the approved Utility Plans for Support Services Complex project, UCP # 3130, dated August 11, 2010.

Patrick S. Walther 12/7/11
 Patrick S. Walther, P.E. #39667 Date

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL AMOUNT |
|-------------|-------------------------------------|----------|------|-------------------|--------------------|
| 1.00 | POTABLE WATER SYSTEM | | | | |
| 1.01 | 8" x 8" Tapping Sleeve & Valve | 1 | EA | \$3,170.00 | \$3,170.00 |
| 1.02 | 8" Gate Valve | 1 | EA | \$1,364.00 | \$1,364.00 |
| 1.03 | 6" Gate Valve | 2 | EA | \$1,074.50 | \$2,149.00 |
| 1.04 | 8" C-900 PVC Water Main | 360 | LF | \$17.28 | \$6,220.80 |
| 1.05 | 6" C-900 PVC Water Main | 1,560 | LF | \$10.12 | \$15,787.20 |
| 1.06 | Fittings and Restrainers | 1 | LS | \$2,976.00 | \$2,976.00 |
| 1.07 | Fire Hydrant Assembly w/ Gate Valve | 3 | EA | \$3,705.33 | \$11,115.99 |
| 1.08 | 2" Water Service | 1 | EA | \$2,792.00 | \$2,792.00 |
| | | | | Subtotal = | \$45,574.99 |
| 2.00 | OFF-SITE FORCE MAIN | | | | |
| 2.01 | 8" C-900 PVC Force Main | 1,280 | LF | \$8.69 | \$11,123.20 |
| 2.02 | 4" Gate Valve | 2 | EA | \$922.00 | \$1,844.00 |
| 2.03 | Fittings and Restrainers | 1 | LS | \$730.00 | \$730.00 |
| 2.04 | Air Release Valve | 1 | LS | \$4,114.00 | \$4,114.00 |
| | | | | Subtotal = | \$17,811.20 |
| | Engineering, Surveying & Admin. | 1 | LS | \$7,606.00 | \$7,606.00 |
| | | | | Subtotal = | \$7,606.00 |
| | | | | Total = | \$88,803.39 |

X 25%

S:\P\10-214S_SUPPORT SERVICES AS-BUILT\dwg\10214S AS-BUILT.dwg, UTILITY EASEMENT, 4/5/2011 11:45:47 AM, frankc

SKETCH AND DESCRIPTION

LYING IN PART OF TRACT 3, SECTION 17, TOWNSHIP 32 SOUTH, RANGE 39 EAST,
INDIAN RIVER COUNTY, FLORIDA.

DESCRIPTION OF EASEMENT:

A PROPOSED UTILITY EASEMENT BEING A MULTI-SEGMENT STRIP OF LAND VARYING IN WIDTH CONSISTING OF SEGMENTS "A","B","C", "D" AND "E" LYING IN PART OF TRACT 3, SECTION 17, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACT 3 AND THE CENTERLINE OF 62ND AVENUE (106.88 FEET WIDE RIGHT-OF-WAY) AS IT NOW EXISTS, RUN SOUTH 00°08'14" WEST ALONG SAID CENTERLINE OF RIGHT-OF-WAY A DISTANCE OF 641.11 FEET; THENCE LEAVING SAID CENTERLINE RUN NORTH 89°51'46" WEST A DISTANCE OF 53.44 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID 62ND AVENUE AND POINT OF BEGINNING OF THE CENTERLINE OF SEGMENT "A", BEING A 15 FEET WIDE UTILITY EASEMENT LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; RUN SOUTH 88°16'44" WEST A DISTANCE OF 81.11 FEET; THENCE RUN NORTH 89°27'01" WEST A DISTANCE OF 188.45 FEET TO THE POINT OF BEGINNING OF SEGMENT "B", BEING A 15 FEET WIDE UTILITY EASEMENT LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, RUN NORTH 00°32'59" EAST A DISTANCE OF 22.50 FEET TO THE POINT OF TERMINUS OF SEGMENT "B"; THENCE RETURNING TO SAID POINT OF BEGINNING OF SEGMENT "B" CONTINUE ALONG SAID SEGMENT "A", NORTH 89°27'01" WEST A DISTANCE OF 59.02 FEET TO THE POINT OF BEGINNING OF SEGMENT "C", BEING A 10 FEET WIDE UTILITY EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, RUN SOUTH 00°27'19" EAST A DISTANCE OF 48.00 FEET TO THE POINT OF TERMINUS OF SEGMENT "C"; THENCE RETURNING TO SAID POINT OF BEGINNING OF SEGMENT "C" CONTINUE ALONG SAID SEGMENT "A", SOUTH 89°45'10" WEST A DISTANCE OF 331.19 FEET; THENCE RUN NORTH 52°43'56" WEST A DISTANCE OF 60.54 FEET; THENCE RUN NORTH 00°45'48" EAST A DISTANCE 3.72 FEET TO THE POINT OF BEGINNING OF SEGMENT "D", BEING A 10 FEET WIDE UTILITY EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, RUN NORTH 88°46'27" WEST A DISTANCE OF 17.00 FEET TO THE POINT OF TERMINUS OF SEGMENT "D"; THENCE RETURNING TO SAID POINT OF BEGINNING OF SEGMENT "D", CONTINUE ALONG SAID SEGMENT "A", NORTH 00°45'48" EAST A DISTANCE OF 177.40 FEET; THENCE RUN NORTH 88°51'33" EAST A DISTANCE OF 266.08 FEET; THENCE RUN SOUTH 89°01'55" EAST A DISTANCE OF 59.02 FEET TO THE POINT OF BEGINNING OF SEGMENT "E", BEING A 10 FEET WIDE UTILITY EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, RUN NORTH 00°26'21" WEST A DISTANCE OF 62.00 FEET TO THE POINT OF TERMINUS OF SEGMENT "E"; THENCE RETURNING TO SAID POINT OF BEGINNING OF SEGMENT "E" CONTINUE ALONG SAID SEGMENT "A" SOUTH 89°01'55" EAST A DISTANCE OF 79.02 FEET; THENCE RUN NORTH 88°21'18" EAST A DISTANCE OF 94.72 FEET; THENCE RUN SOUTH 86°40'22" EAST A DISTANCE OF 68.14 FEET; THENCE RUN SOUTH 00°01'30" WEST A DISTANCE OF 219.88 FEET TO THE INTERSECTION WITH THE AFORESAID SECOND COURSE OF SAID CENTERLINE OF SEGMENT "A" AND POINT OF TERMINUS OF SEGMENT "A" SAID POINT OF TERMINUS BEING 138.80 FEET WEST OF AFORESAID WEST RIGHT-OF-WAY LINE OF 62ND AVENUE.

THE SIDE LINES OF SAID EASEMENTS TO BE SHORTENED OR PROLONGED TO MEET AT ANGLE POINTS AND PROPERTY LINES.

CONTAINING 26,481.55 SQUARE FEET OR 0.608 ACRES MORE OR LESS.

SURVEYOR'S GENERAL NOTES AND REPORT:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1999, AND ARE PROJECTED IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (901) AND ARE REFERENCED TO THE ESTABLISHED AND MONUMENTED LINE SHOWN HEREON LABELED AS THE BEARING BASIS.
3. ALL BOUNDARY DIMENSIONS USED, INCLUDING BUT NOT LIMITED TO BEARINGS, ANGLES AND DISTANCES ARE PREDICATED UPON BOUNDARY SURVEY BY CARTER ASSOCIATES, INC. JOB NO. 10-214S, DATED FEBRUARY, 2011. AND ALL DIMENSIONS SHOWN HEREON ARE DISPLAYED IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
4. THIS IS A SKETCH AND DESCRIPTION OF A PROPOSED UTILITY EASEMENT, NOT A FIELD BOUNDARY SURVEY. THIS PROPERTY WAS NOT ABSTRACTED OR RESEARCHED BY THIS OFFICE FOR ANY ENCUMBRANCES OF RECORD. THE HEREON DESCRIBED PROPERTY IS SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY. MATTERS OF RECORD NOT BROUGHT TO THE SURVEYOR'S ATTENTION BY THE CLIENT, THEIR AGENT OR AS DISCLOSED BY A FURNISHED TITLE INSURANCE POLICY ARE NOT INCLUDED.
5. THIS SKETCH OF DESCRIPTION IS COMPRISED OF 2 SHEETS, ONE IS NOT VALID WITHOUT THE OTHER.

LEGEND

- PVC WM = POLY VINYL CHLORIDE WATERMAIN
- WAT = WATER
- WM = WATER MAIN
- φ = DIAMETER
- I.R.F.W.C.D. = INDIAN RIVER FARMS WATER CONTROL DISTRICT

THIS IS NOT A FIELD SURVEY.

CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS

1708 21st STREET 772-562-4191 (PHONE)
VERO BEACH, FLORIDA 32960 772-562-7180 (FAX)

[Signature] 4-5-2011
 FRANK S. CUCCURESE, P.S.M. SIGNATURE DATE
 FLORIDA LICENSE No. 4765
 CARTER ASSOCIATES, INC. LB 205

CAI Serving Florida
Since 1911

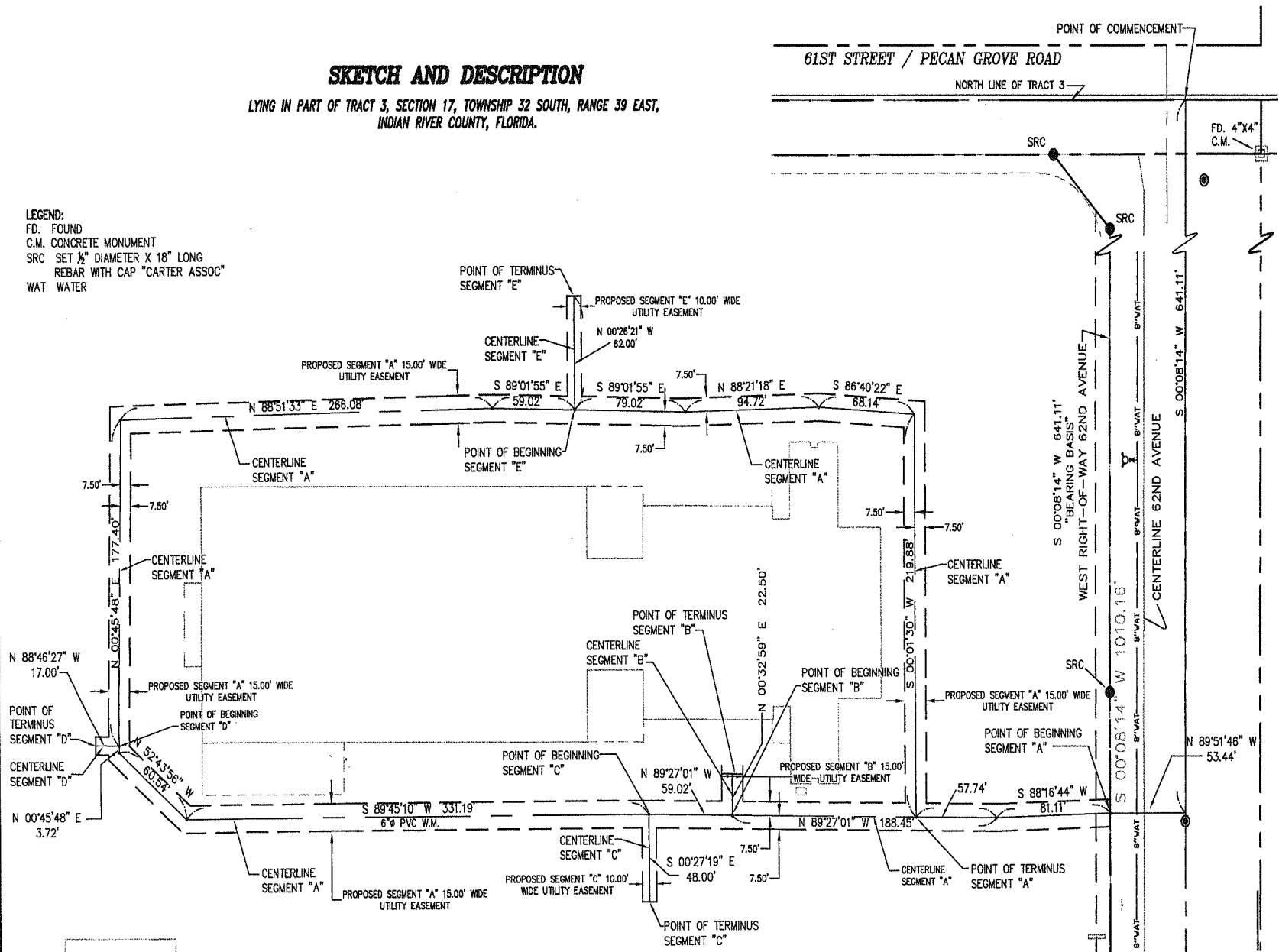
REVISED: 4-5-2011 ADDRESS CNTY.SURV.COMM., FSC

4765
4-5-2011

SKETCH AND DESCRIPTION

LYING IN PART OF TRACT 3, SECTION 17, TOWNSHIP 32 SOUTH, RANGE 39 EAST,
INDIAN RIVER COUNTY, FLORIDA.

- LEGEND:**
 FD. FOUND
 C.M. CONCRETE MONUMENT
 SRC SET 1/2" DIAMETER X 18" LONG
 REBAR WITH CAP "CARTER ASSOC"
 WAT WATER



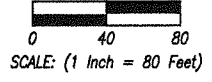
CARTER ASSOCIATES, INC.
 CONSULTING ENGINEERS AND LAND SURVEYORS

1708 21st STREET 772-562-4191 (PHONE)
 VERO BEACH, FLORIDA 32960 772-562-7180 (FAX)

BY: SG DATE: 2/24/11 PROJ# 10-214S DWG# 19028-A SHEET 2 OF 2

CAI Serving Florida
 Since 1911

THIS IS NOT A FIELD SURVEY.



REVISED: 4-5-2011 ADDRESS CNTY.SURV.COMM., FSC



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Office of Educational Facilities Florida Department of Education

Room Condition Change Building Replacement/Raze

| | |
|---|---|
| District/Community College <u>31</u> | Contact Person <u>Susan Olson/Jim Teague</u> |
| <u>Indian River</u> | Phone <u>772-564-5017; 772-564-5023</u> |
| Facility/Campus Name <u>Vero Beach Elem</u> | Facility Number (school districts only) <u>13-A</u> |
| Building Number(s) <u>1,2,3,4,5,6,7 & 9</u> | Parcel/Site Number(s) <u>14</u> |

This Proposed Project will:

- Change the condition of permanent rooms from satisfactory to unsatisfactory (if yes, go to Section I and complete certification in Section III). (Not applicable to community colleges)
- Change the condition of permanent rooms from unsatisfactory to satisfactory (if yes, go to Section I and complete certification in Section III). (Not applicable to community colleges)
- Raze permanent building(s) (if yes, go to Section II and complete certification in Section III).
- Replace permanent building(s) (if yes, go to Section II and complete certification in Section III).

Major Capital Outlay Funding Source(s) – Original Building _____
 Major Capital Outlay Funding Source(s) – Replacement Building _____

This form is not required for razing a single, freestanding structure that is less than 750 NSF and is debt free, or multiple small structures on a single campus whose total area is less than 750 NSF and are debt free. This form must be completed for any structure 750 NSF or greater and any structure, regardless of size, that is not debt free.

A. DISTRICT/COMMUNITY COLLEGE CERTIFICATION

The district/community college must submit this certification document, completed and signed by the appropriate school officials, along with all required or necessary supporting documentation pertaining to the proposed project.

The Indian River County District School Board/Community College Board hereby certifies that:

I. CONDITION CHANGE: (Not applicable to community colleges)

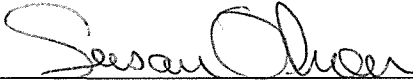
1. All room condition changes are consistent with State Requirements for Educational Facilities (SREF) standards and the Florida Fire Prevention Code (FFPC) requirements for the condition of space.

II. RAZE/REPLACE PERMANENT BUILDING(S):

1. All fund sources have been researched and no current indebtedness or outstanding debt exists for the building(s) that will be razed and/or replaced.
2. Funding Source(s):
 - a. Original Building: 2 Mill

- b. If Replaced: _____
- 3. Voters of the district have approved local bonding for the project: Yes No
- a. Date of voter approval: _____
- 4. Imminent danger exists for the building(s) that will be razed and/or replaced.

III. CERTIFICATION SIGNATURES:

| | |
|---|-------------------------|
|  _____ Director of Facilities Planning | 3-5-12 _____ Date |
| _____ Superintendent/President | _____ Date |
| _____ Board Chair | _____ Date |

NOTE: Certification is required by the Superintendent and Director of Facilities Planning for room condition changes. Certification is required by the Superintendent/President and Board Chair to raze or replace permanent buildings.

Submit signed form and supporting documents to:
 Office of Educational Facilities, Room 1054
 Florida Department of Education
 325 West Gaines Street
 Tallahassee, Florida 32399-0400



Office of Educational Facilities Florida Department of Education

Room Condition Change Building Replacement/Raze

| | |
|--|---|
| District/Community College <u>31</u> | Contact Person <u>Susan Olson/Jim Teague</u> |
| <u>Indian River</u> | Phone <u>772-564-5017; 772-564-5023</u> |
| Facility/Campus Name <u>Central Warehouse, Maintenance Shop, Transportation Department</u> | Facility Number (school districts only) <u>21-F</u> |
| Building Number(s) <u>1,2,3,4 & 5</u> | Parcel/Site Number(s) <u>22</u> |

This Proposed Project will:

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- II. RAZE/REPLACE PERMANENT BUILDING(S):
 - 1. All fund sources have been researched and no current indebtedness or outstanding debt exists for the building(s) that will be razed and/or replaced.
 - 2. Funding Source(s):

- b. If Replaced: _____
- 3. Voters of the district have approved local bonding for the project: Yes/No No
- a. Date of voter approval: _____
- 4. Imminent danger exists for the building(s) that will be razed and/or replaced.

III. CERTIFICATION SIGNATURES:

Susan Olsen
 Director of Facilities Planning

3-5-12
 Date

 Superintendent/President

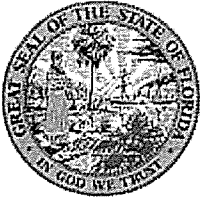
 Date

 Board Chair

 Date

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Submit signed form and supporting documents to:
 Office of Educational Facilities, Room 1054
 Florida Department of Education
 325 West Gaines Street
 Tallahassee, Florida 32399-0400



Office of Educational Facilities Florida Department of Education

Room Condition Change Building Replacement/Raze

District/Community College 31 Contact Person Susan Olson/Jim Teague
Indian River Phone 772-564-5017; 772-564-5023
 Facility/Campus Name Central Warehouse Facility Number (school districts only) 22-F
 Building Number(s) 1,2,3,4 & 99 Parcel/Site Number(s) 23

This Proposed Project will:

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2. Funding Source(s):
 - a. Original Building: 2 Mill

- b. If Replaced: _____
- 3. Voters of the district have approved local bonding for the project: Yes No
 - a. Date of voter approval: _____
- 4. Imminent danger exists for the building(s) that will be razed and/or replaced.

III. CERTIFICATION SIGNATURES:

Susan Olson
 Director of Facilities Planning

3-5-12
 Date

 Superintendent/President

 Date

 Board Chair

 Date

NOTE: Certification is required by the Superintendent and Director of Facilities Planning for room condition changes. Certification is required by the Superintendent/President and Board Chair to raze or replace permanent buildings.

Submit signed form and supporting documents to:
 Office of Educational Facilities, Room 1054
 Florida Department of Education
 325 West Gaines Street
 Tallahassee, Florida 32399-0400



FLORIDA DEPARTMENT OF EDUCATION
OFFICE OF EDUCATIONAL FACILITIES
FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)
CERTIFICATION OF FACILITIES DATA

WHEREAS, §1013.03(3) F.S., states in part that the Department of Education must, "Require boards to submit other educational plant inventories data..."

WHEREAS, §1013.31(1)(d) F.S., states in part, "...School districts shall periodically update their inventory of educational facilities..."

WHEREAS, State Requirements for Educational Facilities (SREF) §6.1(7)(c) requires that, "Prior to April 1 of each year, each district shall review the Florida Inventory of School Houses (FISH) and shall certify to the Office of Educational Facilities that the inventory is current and accurate."

THEREFORE, the Indian River County District School Board hereby certifies that, to the best of our knowledge, the educational facilities inventory data for the district contained in the Florida Inventory of School Houses (FISH) is current and accurate pursuant to applicable statutes and rules.

Susan Olson
Director of Facilities Planning

3-10-12
Date

Superintendent

Date

Board Chair

Date

Return signed form to:
Brian Gouin
Office of Educational Facilities, Room 1054
Florida Department of Education
325 West Gaines Street
Tallahassee, Florida 32399-0400

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BROWN, GARGANESE, WEISS & D'AGRESTA, P.A.

Attorneys at Law

Agenda

New - SEC
Discussion - Mar.

111 N. Orange Ave., Suite 2000
P.O. Box 2873
Orlando, Florida 32802-2873
Phone (407) 425-9566
Fax (407) 425-9596

Suzanne D'Agresta
Board Certified City, County & Local
Government Law

sdagresta@orlandolaw.net

March 1, 2012

Via Electronic Mail

Frances J. Adams, Ed.D., Superintendent
School Board of Indian River County
1990 25th Street
Vero Beach, Florida 32960

Pamela Lannon, Assistant Superintendent
Human Resources and Risk Management
School District of Indian River County
1990 25th Street
Vero Beach, Florida 32960

Re: SDIRC/2011 Legislation - Rule Revisions
Our File No.: 1028-094
Board Policy 3.04, 3.07, 3.14 and 3.40

Dear Fran and Pam:

This letter will provide proposed revisions to School Board policies in furtherance of changes to §§ 1012.33 and 1012.335, Florida Statutes, from the 2011 legislative session. These proposed revisions were previously provided in November 2011, but I suggested that the revisions be held until after the impasse hearing with IRCEA, to be sure we would not need to further amend the proposed rules. We are now ready for the proposed revisions to School Board policies to be brought forward and recommended to the School Board.

I. School Board Policy 3.04

The proposed policy revisions address the probationary annual contract which was effective July 1, 2011. The proposed revisions also serve to delete two paragraphs from the instructional staff section of the policy which are worded to apply to administrative staff, and are already contained in the administrative staff section of the policy.



March 1, 2012
Page 2

II. School Board Policy 3.07

The proposed policy revisions serve to implement the annual contract statutory requirements for non-degreed career and technical program employees. The revisions also delete professional service contracts for this category of employee. Finally, the proposed revisions broaden the application of the adult education instructional personnel section so that the section will now cover part-time and full-time employees.

III. School Board Policy 3.14

This proposed policy revision addresses professional service contracts no longer being issued in the State of Florida.

IV. School Board Policy 3.40

I am recommending that paragraph "C" be removed from this policy as I do not believe it will be possible for the Superintendent or other administrator to prepare a final evaluation for an employee who leaves the school system prior to the end of a school year, as the relevant data would not have been collected for that employee in order to complete the final evaluation.

If you have any questions regarding the enclosed, proposed revisions to School Board policies, please do not hesitate to contact me. Otherwise, if these proposed policy revisions meet with your approval, please move forward to have them presented to the School Board and implement the rule-making process.

Sincerely,



Suzanne D'Agresta

SDA/cv
Enclosure

3.04 EMPLOYMENT REQUIREMENTS FOR ADMINISTRATIVE AND INSTRUCTIONAL PERSONNEL

- A. Any person desiring employment in an administrative or instructional position shall:
1. File a written or on-line application with the assistant Superintendent of human resources. The application shall include pertinent information and complete details relating to training, experience, and certification of the application.
- B. Certificate requirements. The applicant shall hold a bachelor's degree or higher certificate or shall have a receipt from the Florida Department of Education acknowledging that an application has been filed and that issuance of the certificate is pending. (F.S. 1012.56)
1. If it appears that the applicant is eligible for a temporary or regular certificate, appointment may be made subject to the conditions set forth in the annual contract of employment form as approved by the commissioner of education.
 2. Any person not holding a valid Florida certificate at the time of employment, but who is eligible for an initial temporary certificate, shall file through the personnel office immediately upon being employed. Failure to file for such certificate may result in termination of the person's employment.
- C. Initial employment. For initial employment, the following procedures shall be observed:
1. After reviewing the initial application, the assistant Superintendent of human resources or designee shall arrange or provide for interviews with all principals who have openings for such positions of employment.
 2. The Superintendent or his designee may obtain an advisory recommendation from the principal of each school relative to the appointment or reappointment of the instructional staff of the school. Such opinion shall be advisory in nature and shall not be binding on the Superintendent and may be rejected by him without cause being given. Where a vacancy exists in the principalship or where the principal fails to gain reappointment, the Superintendent may act without obtaining a recommendation. In all other cases relating to the appointment of instructional and administrative personnel, the Superintendent shall submit in writing to the School Board his/her recommendation for appointment or reappointment.
- D. The employee shall submit evidence of good health as provided in Section 2.25 of these regulations.
- E. Acceptance of appointment. Failure to indicate acceptance of appointment within fourteen days after receipt of the official notice of appointment shall be considered a rejection of the offer and the position shall be declared vacant. Any acceptance of an appointment shall be in writing and in the form of a letter, email, or by signing the contract document.
- F. Prerequisites for salary payments:
Prior to the payment of the first salary warrant, the following shall be on file in the personnel office or with the Superintendent:
1. A completed application
 2. Personal data sheet
 3. A loyalty oath completed and signed in the presence of a proper authority
 4. Retirement form
 5. Report of medical examination made within the time limits required in section 2.25 of these regulations
 6. Withholding tax authorization form
 7. Benefit enrollment forms
 8. Military service record, if applicable
 9. Duplicated copy of social security card
 10. Fingerprints
 11. Complete pre-employment drug screening process

Prior to the payment of the fourth warrant, the following shall be on file in the personnel office or with the Superintendent:

1. A copy of or the official transcript of all college credit or evidence of an attempt to obtain such transcript.

2. Three recommendations from responsible persons who are familiar with the person's competency and character. At least one recommendation or evaluation shall relate to the position of last employment (if applicable).
 3. A valid Florida certificate or the Florida Department of Education official notice of application, except as provided in Section 3.02 of these regulations.
 4. Verification of experience is required for placement on salary schedule above step 0. If received after the fourth (4th) warrant (paycheck), experience will be credited in the beginning of the next fiscal year.
- G. Employment of administrators and supervisors:
1. The School Board recognizes that it is vital to the successful operation of the District that administrative and supervisory positions created by the Board be filled with highly qualified and competent personnel. Any person employed in an administrative position requiring certification shall possess a valid certificate issued pursuant to Florida law and shall file the certificate with the District.
 2. The Board shall approve the employment, determine the compensation, and establish the term of employment for each administrator or supervisor employed by the Board. Approval shall be given only to those candidates for employment recommended by the Superintendent.
 3. Any administrator or supervisor's misstatement of fact material to qualifications for employment or the determination of salary shall constitute grounds for discipline, including termination of employment.
 4. To be eligible for employment in an administrative or supervisory position, an individual must be of good moral character, and, if required, hold a valid certificate issued pursuant to Florida law and the rules of the State Board of Education or the Department of Children and Family Services, except when employed pursuant to F.S. 1012.55 or under the emergency provisions of F.S. 1012.24. Previous residence in this State shall not be required in any school of the State as a prerequisite for any person holding a valid Florida certificate or license to serve in an instructional capacity. A person who is found to have been adjudicated guilty of a crime or misdemeanor as described below, or who has been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, shall not be employed, engaged to provide services, or to serve in any position that requires direct contact with students. The specific categories of convictions and the effect of a conviction upon an application for employment are as follows:
 - (a) Category One: Felony sexual related crimes, lewd and lascivious crimes, and felony child abuse crimes. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category One offense under any circumstances.
 - (b) Category Two: Felony crimes of violence and felony sale of controlled substances: The District will not hire an applicant or retain in its employment a person who has been convicted of a Category Two Offense under any circumstances.
 - (c) Category Three: Other felony crimes (except those designated under Category Five), any other misdemeanor crimes of a sexual nature, and misdemeanor crimes related to children. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category Three Offense under any circumstances.
 - (d) Category Four: Misdemeanor drug-related charges, misdemeanor crimes of violence, and misdemeanor crimes involving weapons. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category Four offense.
 - (e) Category Five: Other misdemeanors, and felony crimes involving worthless checks. The District will consider applicants or will consider retaining employees who have had convictions for Category Five offenses on a case by case basis.
 5. Definition Of Conviction: The term "conviction" for the purposes of Board Policies means a conviction by a jury or by a court, and shall also include the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with having

committed a felony or misdemeanor, the payment of a fine, a plea of nolo contendere (no contest), the imposition of a deferred or suspended sentence by the court, adjudication withheld, finding of guilt, or the date of entry into a pre-trial intervention, pre-trial diversion, or similar program; provided that such pretrial intervention or pretrial diversion program is completed by the end of the relevant waiting period.

6. Appeal: An applicant whose employment application has been rejected or a current employee who becomes ineligible for employment due to conviction for a disqualifying criminal offense may appeal to the Criminal Appeal Committee. The Criminal Appeal Committee shall be made up of the School Board Attorney, an Administrator designated by the Superintendent, and the Assistant Superintendent for Human Resources. Appeals will be considered only on the basis of mistaken identity. An appellant shall have the burden of setting forth competent, substantial evidence of such mistaken identity. The decision of the Committee is final. The Superintendent shall establish procedures governing the appeal process.
 7. The Superintendent shall conduct employment history checks for all applicants for administrative positions. The employment history check shall include, but not necessarily be limited to, contacting any previous employer and screening the candidate through the use of the screening tools allowed by law. If contact with a previous employer cannot be made, the Superintendent shall document the efforts made to do so.
 8. Florida Statutes Section 1012.33 currently provides that "the first ninety-seven (97) days of an initial contract is a probationary period. During the probationary period, the employee may be dismissed without cause or may resign from the contractual position without breach of contract." This provision, as enforced by the School Board, means that individuals who are initially appointed to administrative positions in the District will have a ninety-seven (97) day probationary period.
 9. All administrators and supervisors shall become familiar with the policies of the Board and other policies, regulations, memoranda, bulletins, and handbooks that pertain to their duties in the District. Any member of the administrative or supervisory staff employed by the Board who shall be guilty of any willful violation of the policies of the Board shall be guilty of gross insubordination and shall be subject to dismissal or other lesser penalty as the Board may prescribe.
 10. Administrators and supervisors, except those shielded by law, are required to have listed telephones at their residences. This requirement may be waived by the Superintendent for a period not to exceed six (6) months, subject to review and extension at the end of the six (6) month period if justification for the waiver still exists.
- H. Employment of instructional staff
1. The District School Board recognizes that it is vital to the successful operation of the District that positions created by the Board be filled with highly-qualified, competent personnel. Any person employed in an instructional position requiring certification shall possess a valid certificate issued pursuant to Florida law and shall file the certificate with the District.
 2. The Board shall require an applicant for employment with a certificate from a District whose employment or certification requirements are not comparable to the District's to complete all requirements for initial employment and certification.
 3. For purposes of this policy, instructional staff includes classroom teachers, librarians/media specialists, guidance counselors, social workers, career specialists, school psychologists, and other instructional staff whose positions are included in the District's *Instructional Salary Schedule*.
 4. The Superintendent shall conduct employment history checks of all applicants for instructional staff positions. The employment history check shall include, but not necessarily be limited to, contacting any previous employer and screening the applicant through the use of the screening tools allowed by law. If contact with a previous employer cannot be made, the Superintendent shall document the efforts made to do so.
 5. For any person newly employed as a member of the instructional staff after June 30, ~~2011~~²⁰¹², the ~~employment~~^{initial} annual contract shall include a ~~97-day~~^{90-day} probationary

period equal to 1 school year, during which time the employee's contract may be terminated without cause or the employee may resign without breach of contract (F.S. 1012.335). Any instructional staff member's misstatement of fact material for qualification for employment or for the determination of salary shall be considered to constitute grounds for discipline, including termination of employment.

6. QUALIFICATIONS FOR INSTRUCTIONAL PERSONNEL

To be eligible for employment in an instructional staff position, an individual must be of good moral character, and, if required, hold a valid certificate issued pursuant to Florida law and the rules of the State Board of Education or the Department of Children and Family Services, except when employed pursuant to F.S. 1012.55 or under the emergency provisions of F.S. 1012.24. Previous residence in this State shall not be required in any school of the State as a prerequisite for any person holding a valid Florida certificate or license to serve in an instructional capacity. A person who is found to have been adjudicated guilty of a crime or misdemeanor specified below, or who has been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, shall not be employed, engaged to provide services, or to serve in any position that requires direct contact with students. The specific categories of convictions and the effect of a conviction upon an application for employment are as follows:

- (a) Category One: Felony sexual related crimes, lewd and lascivious crimes, and felony child abuse crimes. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category One offense under any circumstances.
- (b) Category Two: Felony crimes of violence and felony sale of controlled substances. The District will not hire an applicant or retain in its employment a person who has been convicted of a Category Two Offense under any circumstances.
- (c) Category Three: Other felony crimes (except those designated under Category Five), any other misdemeanor crimes of a sexual nature, and misdemeanor crimes related to children. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category Three Offense under any circumstances.
- (d) Category Four: Misdemeanor drug-related charges, misdemeanor crimes of violence, and misdemeanor crimes involving weapons. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category Four offense.
- (e) Category Five: Other misdemeanors and felony crimes involving worthless checks. The Superintendent will consider recommending applicants for employment or will consider retaining employees who have had convictions for Category Five offenses on a case-by-case basis. In considering whether to employ or retain that person, the Superintendent's recommendation to the Board will be considered binding in the absence of a showing of good cause for the Board to take action contrary to the Superintendent's recommendation.

7. DEFINITION OF CONVICTION: The term "conviction" for the purposes of these Administrative Policies means a conviction by a jury or by a court; and shall also include the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with having committed a felony or misdemeanor, the payment of a fine, a plea of nolo contendere (no contest), the imposition of a deferred or suspended sentence by the court, adjudication withheld, finding of guilt or the date of entry into a pre-trial intervention, pre-trial diversion or similar program provided that such pretrial intervention or pretrial diversion program is completed by the end of the relevant waiting period.

8. The Superintendent shall conduct employment history checks for all applicants for administrative or supervisory positions. The employment history check shall include, but not necessarily be limited to, contacting any previous employer and screening the candidate through the use of the screening tools allowed by law. If contact with a previous employer cannot be made, the Superintendent shall document the efforts made to do so.

~~9. F.S. 1012.33 currently provides that "the first ninety-seven (97) days of an initial contract is a probationary period. During the probationary period, the employee may be dismissed without cause, or may resign from the contractual position without breach of contract." This provision as enforced by the District School Board means that individuals who are initially appointed to administrative positions in the District will have a ninety-seven (97)-day probationary period.~~

940. All instructional staff members shall become familiar with School Board Policies, State Regulations, Florida Statutes, Professional Code of Ethics, District employee handbooks, and school handbooks as they pertain to their duties in the District. Any instructional staff member employed by the Board who shall be guilty of any willful violation of the policies of the Board shall be considered guilty of gross insubordination and shall be subject to dismissal, or other lesser penalty as the Board may prescribe.

~~11. Administrators and supervisors, except those shielded by law, are required to have listed telephones at their residences. This requirement may be waived by the Superintendent for a period not to exceed six (6) months, subject to review and extension at the end of the six (6) month period if justification for the waiver still exists.~~

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.
Implemented: 1001.42(5), 1001.51(7), 1012.315, 1012.32, 1012.796, 1012.33, 1012.335,
1012.55, 1012.24, F.S.; Section 3.02-DOE
Amended: 11/8/83, 12/8/98, 10/14/03, 5/13/08, 6/23/09, 10/13/09, _____

3.07 NON-DEGREED CAREER AND TECHNICAL AND PART-TIME ADULT EDUCATIONAL INSTRUCTIONAL PERSONNEL

Individuals possessing occupational expertise in the areas of agriculture, business, health occupations, home economics, industrial, marketing, and public service education may be employed as full-time or part-time, non-degreed career and technical instructional personnel provided the requirements of this rule are met. Non-degreed career and technical instructional personnel shall only be assigned to teach career and technical courses when the Course Code Directory specifies non-degreed career and technical instructional personnel as appropriate. The Superintendent shall ensure that personnel in non-degreed career and technical instructional positions meet minimum requirements for employment and shall maintain records of such information in each employee's personnel file.

- A. Basic Qualifications: To be eligible for appointment to a full-time or part-time instructional position in a non-degreed career and technical program, a person must meet the following requirements:
1. The health requirement shall be the same as those for certified instructional personnel.
 2. Fingerprints and pre-employment drug screening shall be submitted in the same manner as required for non-instructional personnel.
 3. Hold at least a high school diploma or the equivalent based on general education development tests or other achievement tests approved by the state Board of Education, which establishes the equivalency for a high school diploma and the minimum competence of occupational expertise in the area of assignment based on the following criteria:
- B. Occupational expertise shall be established in the area of assignment by one of the plans specified below:
1. Plan One: At least six (6) years of full-time occupational experience or the equivalent in part-time experience in the occupational field of the teaching assignment; or
 2. Plan Two: A minimum of two (2) years of full-time occupational experience or the equivalent in part-time experience or volunteer service in the occupational field of the instructional assignment in combination with one of the options listed below:
 - (a) A bachelor's or higher degree earned at an acceptable institution with an undergraduate or graduate degree major related to the instructional assignment; or accredited institution in skills or theory courses related to the instructional assignment; or
 - (b) Successful completion of a program of training specific to the area of assignment and completed at a post-secondary career and technical or technical institution approved by the State Board of Education for career and technical education in the state where the institution is located; or
 - (c) A valid certificate, registration, or license which was issued by a recognized state or national credentialing agency in an area specific to the area of assignment; or
 - (d) A certificate of completion of an apprenticeship established by the United States Department of Labor, the Florida Department of Labor, or any state apprenticeship department which is specific to the area of assignment; or
 - (e) Thirty (30) semester hours of college credit, as verified in the personnel file; or
 - (f) One (1) year of successful teaching experience in the program area of assignment during the five (5) year period immediately preceding the date of application for employment.
- C. Application procedures, employment vacancies, and selection procedures as specified for other full-time instructional personnel in accordance with School Board policy. (Florida teaching certificate shall not be required.)
- D. Terms of employment: Contracts shall be issued to non-degreed, full-time, career and technical instructional personnel for the first year of employment in accordance with Florida Law and School Board policy for first-year-certificated instructional personnel.
- ~~1. Contracts shall be issued to non-degreed, full-time career and technical instructional personnel for the second and third years of employment in accordance with School Board policy for second and third year certificate instructional personnel.~~

- ~~2. Professional service contracts shall be issued to non-degreed, full-time career and technical instructional personnel after the third year of employment in accordance with School Board policy for certificated personnel and when the requirements specified below have been met:~~
- ~~(a) Three years of successful teaching in the area for which occupational expertise was established, and successful completion of a Career and Technical Educators Alternative Certification Program for teachers who teach in the secondary program.~~
- ~~3. Professional service contracts shall be retained in accordance with School Board policy for other full-time instructional personnel.~~
14. Part-time, non-degreed career and technical instructional personnel shall be employed as if they were full-time, non-degreed instructional personnel except that they shall not be entitled to contractual status.
- E. Salary and Benefits:
1. Full-time, non-degreed career and technical instructional personnel shall be eligible for the same salary and salary increases as certificated, instructional personnel with corresponding contractual status, years of service, and levels of training. Levels of training for full-time, non-degreed career and technical instructional personnel shall be comparable to levels of training for certificated instructional personnel for purposes of the salary schedule.
 2. Full-time, non-degreed career and technical instructional personnel shall be a member of the instructional personnel bargaining unit and shall be accorded the same rights and protection of the laws as certificated instructional personnel.
 3. Part-time, non-degreed career and technical instructional personnel shall be eligible for the same salary established for part-time, certificated non-degreed career and technical personnel. For purposes of salary schedule placement, levels of training for part-time, non-degreed career and technical instructional personnel shall be comparable to levels of training for full-time, non-degreed career and technical instructional personnel.
- F. Terminations:
1. Non-degreed career and technical instructional personnel shall comply with the resignation policy established for certificated instructional personnel.
 2. Non-degreed career and technical instructional personnel may be suspended or dismissed at any time during the school year pursuant to the provisions set forth for other certificated instructional personnel.
- G. Discontinuation of Positions:
1. Full-time, non-degreed career and technical instructional personnel shall be governed by the same provisions established for certificated instructional personnel if positions are discontinued. Should it be necessary to choose from among certificated and non-certificated instructional personnel, non-certificated instructional personnel shall have the same rights and privileges as certificated instructional personnel.
 2. Part-time, non-degreed career and technical instructional personnel shall be governed by the same provisions established for part-time, certificated instructional personnel, if positions are discontinued. Should it be necessary to choose from among certificated and non-certificated, part-time, non-degreed career and technical instructional personnel, non-certificated, part-time, non-degreed career and technical instructional personnel shall have the same rights and privileges as certificated, part-time instructional personnel.
- H. Part-time Adult Education Instructional Personnel: Instructional personnel who are employed to teach part-time in the adult program shall be employed under and governed by the same rules regarding part-time, non-degreed career and technical instructional personnel; except that, instead of meeting the occupational expertise requirements, these personnel shall hold a bachelor's or higher degree, with an undergraduate or graduate degree major in the area of assignment, or hold a bachelor's or higher degree in another area and 30 semester hours in courses related to the area of assignment. The degree or college credit must have been completed at an acceptable accredited institution.
- I. In keeping with Florida School Board of Education Rule for temporary certificates, Indian River School Board provides for the issuance of a second two-year, non-renewable

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, 1012.335, 1012.43F.S.

Adopted: 6/11/91

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

3.14 CONTRACTS FOR INSTRUCTIONAL PERSONNEL

A. Any person employed as a member of the instructional staff, a supervisor, or a principal shall be provided contractual status pursuant to section 1012.33, ~~or 1012.335~~, F.S.

~~B. Any person who has held a continuing/professional services contract in Indian River County and has not been under contract during the previous two years may be recommended by the Superintendent for continuing/professional services contract. Any person who has held a continuing/professional services contract in any other Florida School District and who subsequently has rendered one year of satisfactory service in this county may be recommended by the Superintendent or designee for continuing/professional services contract status. All such persons must meet all other requirements of the law.~~

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

Implemented: 1011.60, 1012.33, 1012.335, F.S.

Amended: 6/12/84, 12/8/98, 10/14/03, 5/13/08, _____

3.40 PERSONNEL EVALUATION

The performance of each member of the administrative, supervisory, and instructional staff shall be assessed as provided herein.

A. The assessment of a teacher shall be based on provisions outlined in the negotiated agreement.

B. The Superintendent shall arrange for the evaluation of all principals, supervisors, and administrative personnel as required by law.

~~C. A final evaluation shall be made when the employee leaves the school system.~~

CD. Prior to preparing the written report of the evaluation, the individual being evaluated shall be informed as to the criteria and the procedure to be used.

DE. The written report of the evaluation shall be reviewed with the employee and discussed with him by the person who made the evaluation.

EF. The evaluation of an employee shall be confidential until the end of the school year immediately following the school year in which the evaluation is made.

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

Implemented: 1012.34, F.S.

Amended: 11/8/83, 10/14/03, 5/13/08, _____

INDIAN RIVER COUNTY SCHOOL DISTRICT

2011-2012 Spending Plan for School Recognition Award:


| | |
|-----------------------------|-------------------------------|
| School Name | ROSEWOOD MAGNET SCHOOL |
| Staff Representative | MARY KONDZIOLA |
| SAC Chairperson | JULIE CARROLL |
| Allocated Amount | \$38,885.00 |

List approved uses of allocation amount above:

| Description | Amount |
|---|--------------------|
| Even bonus for all staff based on full time/part time employment status | \$38,885.00 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Approved:

Staff Representative Signature 

SAC Chairperson Signature 

Due Date: February 17, 2012

Forward approved copy to: Carter Morrison
 Assistant Superintendent for Finance /Operations
 1990 25th Street
 Vero Beach, FL 32960

REC'D FEB 17 2012

REC'D FEB 17 2012

INDIAN RIVER COUNTY SCHOOL DISTRICT

2011-2012 Spending Plan for School Recognition Award:

| | |
|----------------------|-----------------------|
| School Name | Osceola Magnet School |
| Staff Representative | Ashley Darnell |
| SAC Chairperson | Kristen Racine |
| Allocated Amount | \$ 37,421.00 |

List approved uses of allocation amount above:

| Description | Amount |
|--|--------|
| The monies will be divided amongst all staff members who worked at Osceola Magnet School during the 2010-2011 school year and who returned to Osceola Magnet School for the 2011-2012 school year. | |

Approved:

Staff Representative
Signature

Ashley Darnell

SAC Chairperson Signature

Kristen Racine

Due Date:

February 17, 2012

Forward approved copy to:

Carter Morrison
Assistant Superintendent for Finance /Operations
1990 25th Street
Vero Beach, FL 32960

FROM : GREG PICKETT

FAX NO. : 772 589 9895

Jan. 09 2012 11:20PM P1

FROM :

FAX NO. :

Jan. 09 2012 04:03PM P2

INDIAN RIVER COUNTY SCHOOL DISTRICT

Spending Plan for School Recognition Award:

| | |
|-----------------------------|----------------------------------|
| School Name | Beachland Elem |
| Staff Representative | Carol Wilson |
| SAC Chairperson | <i>Greg Pickett</i> Greg Pickett |
| Allocated Amount | \$ 40,227.00 |

List approved uses of allocation amount above:

| Description | Amount |
|--|-----------|
| Faculty and Staff Bonus (56) <i>62</i> | 40,227.00 |
| | |
| | |
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| | |

Approved:

Staff Representative
Signature

Carol Wilson

SAC Chairperson Signature

Greg Pickett

Due Date:

Forward approved copy to:

Carter Morrison
Assistant Superintendent for Finance/CFO
1990 25th Street
Vero Beach, Fl. 32960

REC'D FEB 17 2012

INDIAN RIVER COUNTY SCHOOL DISTRICT

2011-2012 Spending Plan for School Recognition Award:

| | |
|-----------------------------|-------------------------------|
| School Name | <i>Gifford Middle School</i> |
| Staff Representative | <i>Dave Kramek, Principal</i> |
| SAC Chairperson | <i>Vicki DeGroat</i> |
| Allocated Amount | \$ 72,225.00 |

List approved uses of allocation amount above:

| Description | Amount |
|---|---------------|
| All "A" School money will be used for bonuses. Requirements are that bonuses go to staff members employed at GMS during the 2010-2011 school year AND have returned to work in this county for the school board this year, or has retired or is on personal leave. Long term substitutes and teachers who worked in the same position from October 11 th through the remainder of the school year will be included. Part-time workers get a determined percent of the bonus in their category according to the percent of hours worked. Bonuses will be distributed per the agreed upon weighted basis as follows: | \$72,225.00 ✓ |
| Instructional 1.0; Administrators 0.9; Administrative/Technical Support 0.5; Instructional Support 0.6; Custodial 0.33; Cafeteria 0.25 | |

Approved:

Staff Representative

Signature: _____

SAC Chairperson Signature: _____

Due Date:

Forward approved copy to:

Carter Morrison
Executive Director of Finance
1990 25th Street
Vero Beach, FL 32960

REC'D FEB 17 2012

REC'D FEB 17 2012

INDIAN RIVER COUNTY SCHOOL DISTRICT

2011-2012 Spending Plan for School Recognition Award:

| | |
|----------------------|------------------------------------|
| School Name | <i>Felksmere Elementary School</i> |
| Staff Representative | <i>Michael Gaudio</i> |
| SAC Chairperson | <i>Amanda Stevens</i> |
| Allocated Amount | \$ <i>43,450.00</i> ✓ |

List approved uses of allocation amount above:

| Description | Amount |
|---|---------------------|
| <i>Non-Recurring bonuses to the 2010-2011 faculty and staff</i> | <i>\$43450.00</i> ✓ |
| <i>- including those employees who are no longer at FES</i> | |
| <i>- bonus prorated by number of days employee work in 2010-2011 school years</i> | |
| | |
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| | |

Approved:

Staff Representative
Signature *Michael Gaudio*

SAC Chairperson Signature *Amanda Stevens*

Due Date: February 17, 2012

Forward approved copy to:
Carter Morrison
Assistant Superintendent for Finance /Operations
1990 25th Street
Vero Beach, FL 32960

INDIAN RIVER COUNTY SCHOOL DISTRICT
2011 – 2012 Spending Plan for School Recognition Award:

| | |
|-----------------------------|---------------------------|
| School Name | Pelican Island Elementary |
| Staff Representative | Dee Hall Jodie Snapp |
| SAC Chairperson | Carlene Schlebus |
| Allocated Amount | \$29,929.00 |

List approved uses of allocation amount above:

| Description | Amount |
|--|---------------|
| | \$29,929.00 ✓ |
| \$2000.00 off the top to support science teacher 1 day per week | - 2,000.00 |
| | \$27,929.00 ✓ |
| Remainder was split equally between teachers and support staff with part time Employees receiving a percentage based on days per week at Pelican Island Elem. | \$ |
| WC, Soc. Sec., Medicare | |
| Total | \$ |

Approved:

Staff Representative

Signature

Dee Hall & Jodie Snapp

SAC Chairperson Signature

Carlene Schlebus

Forward approved copy to:
Carter Morrison

INDIAN RIVER COUNTY SCHOOL DISTRICT

2010-2011 Spending Plan for School Recognition Award:

| | |
|-----------------------------|------------------|
| School Name | Vero Beach Elem. |
| Staff Representative | Rob Walker |
| SAC Chairperson | |
| Allocated Amount | \$ 40,291.00 |

List approved uses of allocation amount above:

| Description | Amount |
|--|-----------|
| Dollars for all encompassing staff bonuses | 40,291.00 |
| * 100% Full share to teachers, administrators, Teacher Assistants, Para Professionals, secretaries, Health Asst. | |
| * 50% Share to Cafeteria workers & Custodians | |
| * 50% Share to "other personnel" who left VBE | |
| * Pro-rated share to long term subs | |
| \$75 to Bus drivers \$50 to bus assistants | |

Approved:

Staff Representative
Signature

Rob Walker

SAC Chairperson Signature

[Signature]
1/17/2012

Due Date:

Forward approved copy to:

Carter Morrison
Assistant Superintendent for Finance/CFO
1990 25th Street
Vero Beach, FL 32960

INDIAN RIVER COUNTY SCHOOL DISTRICT

2010-2011 Spending Plan for School Recognition Award:

| | |
|-----------------------------|-----------------------------------|
| School Name | Glendale Elementary School |
| Staff Representative | Mary Ellen Schneider |
| SAC Chairperson | Mr. Graham |
| Allocated Amount | \$39,375.00 |

List approved uses of allocation amount above:

| Description | Amount |
|-----------------|-----------|
| Bonus for staff | 39,375.00 |
| | |
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| | |
| | |

Approved:

**Staff Representative
Signature** _____

Mary Ellen Schneider

SAC Chairperson Signature _____

Michael D. Graham

Due Date:

January 20, 2012

Forward approved copy to:

Carter Morrison
Executive Director of Finance
1990 25th Street
Vero Beach, FL 32960

INDIAN RIVER COUNTY SCHOOL DISTRICT

2011-2012 Spending Plan for School Recognition Award:

| | |
|-----------------------------|----------------------|
| School Name | Highlands elementary |
| Staff Representative | Cynthia Zans |
| SAC Chairperson | Kelly Palmer |
| Allocated Amount | \$ 31,121.00 |

List approved uses of allocation amount above:

| Description | Amount |
|---------------|-----------|
| Staff Bonuses | 31,121.00 |
| | |
| | |
| | |
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| | |
| | |

Approved:

Staff Representative Signature Cynthia Zans

SAC Chairperson Signature Kelly Palmer

Due Date: February 17, 2012

Forward approved copy to: Carter Morrison
 Assistant Superintendent for Finance /Operations
 1990 25th Street
 Vero Beach, FL 32960

INDIAN RIVER COUNTY SCHOOL DISTRICT

2011-2012 Spending Plan for School Recognition Award:

| | |
|-----------------------------|---|
| School Name | Liberty Magnet Elementary School |
| Staff Representative | Kelly Baysura |
| SAC Chairperson | Caroline Maschhoff |
| Allocated Amount | \$37,975.00 |

List approved uses of allocation amount above:

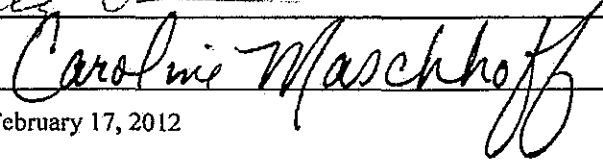
| Description | Amount |
|---|-----------|
| Non-recurring bonus to the faculty and staff. 100% allocated as a one- time bonus to all 2011 staff, divided equally, based on time worked. (daily hours) | 37,975.00 |
| | |
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| | |

Approved: 1/12/12

**Staff Representative
Signature**



SAC Chairperson Signature



Due Date:

February 17, 2012

Forward approved copy to:

Carter Morrison
Assistant Superintendent for Finance /Operations
1990 25th Street
Vero Beach, FL 32960

INDIAN RIVER COUNTY SCHOOL DISTRICT

2010-2011 Spending Plan for School Recognition Award:

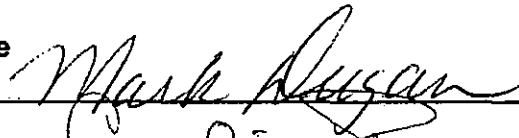
| | |
|-----------------------------|----------------------------------|
| School Name | Treasure Coast Elementary |
| Staff Representative | Mark Dugan |
| SAC Chairperson | Caroline Barker |
| Allocated Amount | \$45,144.00 |

List approved uses of allocation amount above:

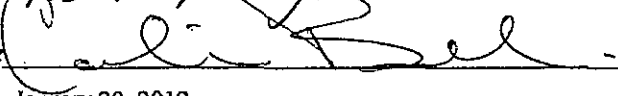
| Description | Amount |
|--|-------------|
| Bonus for all staff, based on time worked. | \$45,144.00 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Approved:

**Staff Representative
Signature** _____



SAC Chairperson Signature _____



Due Date:

January 20, 2012

Forward approved copy to:

Carter Morrison
Executive Director of Finance
1990 25th Street
Vero Beach, FL 32960

INDIAN RIVER COUNTY SCHOOL DISTRICT

2011-2012 Spending Plan for School Recognition Award:


| | |
|-----------------------------|---------------------------|
| School Name | Storm Grove Middle School |
| Staff Representative | Shawn O'Keefe |
| SAC Chairperson | Beth Hofer |
| Allocated Amount | \$ 57,320 |

List approved uses of allocation amount above:

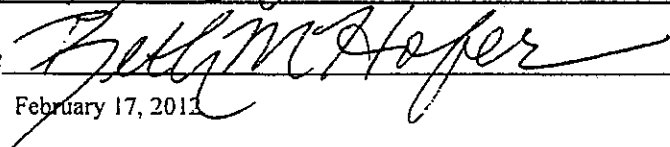
| Description | Amount |
|--|--------|
| Non-recurring bonuses to faculty and staff | 57,320 |
| | |
| | |
| | |
| | |
| | |
| | |

Approved:

**Staff Representative
Signature** _____

 2/1/12

SAC Chairperson Signature _____

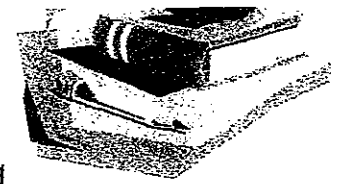
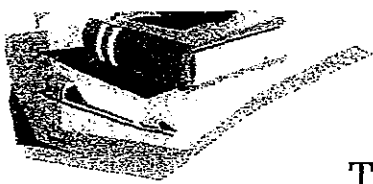


Due Date:

February 17, 2012

Forward approved copy to:

Carter Morrison
Assistant Superintendent for Finance /Operations
1990 25th Street
Vero Beach, FL 32960



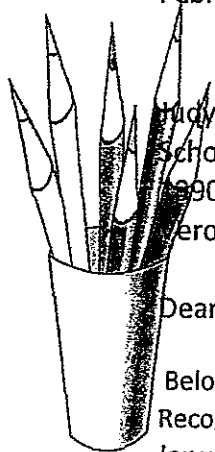
ST. PETER'S SCHOOL DISTRICT

4250 38TH AVENUE
VERO BEACH, FL 32967

TELEPHONE: 772-562-1963 FAX: 772-567-8361

EMAIL: stpetersschool@bellsouth.net

February 7, 2012

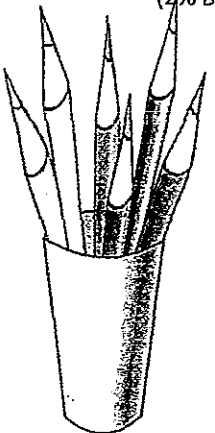


Judy Bartlett
School District of Indian River County
990 25th Street
Vero Beach, FL 32960

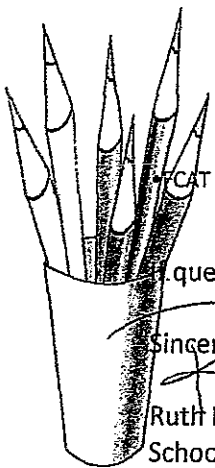
Dear Ms. Bartlett:

Below listed is the approved breakdown of salaries for the Florida Department of Education School Recognition Program. The plan was approved by St. Peter's Governing Board of Directors on January 17, 2012.

STAFF BREAKDOWN OF SALARIES
(2% BASE SY2010-11)



| | |
|-------------------------------|-----------------|
| RUTH JEFFERSON, ADMIN | \$1,600.00 |
| BARBARA ANDREWS, ASSIST | \$1,100.00 |
| •SUSAN BROWN, TEACHER | \$1,000.00 |
| •CHERYL ROGERS, TEACHER | \$1,000.00 |
| •JANICE JONES, TEACHER | \$1,000.00 |
| •PAMELA PERVOLA, TEACHER | \$1,000.00 |
| ROSANNE SLOAN, TEACHER | \$669.96 |
| GINA GAUTIER, TEACHER | \$635.50 |
| MELINDA WESTON, TEACHER | \$291.70 |
| BARBARA WRIGHT, TITL. TEACHER | \$209.92 |
| GLORIA FINCH, ADMIN. SEC. | \$206.60 |
| JAMES PEREZ, BUS. DRIVER | \$171.56 |
| ARTATIUS JACKSON, BUS DRIVER | \$280.66 |
| JOSHUA JORDAN, MONITOR | \$175.18 |
| SAMUEL BRISTOL, MONITOR | \$203.80 |
| TRACEY ROSS, ASSIS. TEACHER | \$251.46 |
| UNLOUNDA KING, ASSIST. TEACHE | \$300.14 |
| VIVIAN CONEY, KITCHEN AIDE | <u>\$263.52</u> |
| TOTAL | \$10,360.00 |



FCAT GRADE LEVEL TEACHER

If questions arise regarding this matter, please do not hesitate to contact me.

Sincerely,


Ruth L. Jefferson
School Administrator

FAILURE IS NOT AN OPTION

NORTH COUNTY ELEMENTARY CHARTER SCHOOL

6640 Old Dixie Highway • Vero Beach, FL 32967
(772) 794-1941 Office • (772) 794-1945 Fax

January 12, 2012

THE ELIGIBLE STAFF MEMBERS MET ON 1-12-12 TO DECIDE ON HOW THE A+ SCHOOL RECOGNITION MONEY WOULD BE DISBURSED:

OUR POLICY IS AND HAS BEEN THAT IF A FULL TIME TEACHER OR EMPLOYEE DOES NOT RETURN TO TEACH OR WORK THE NEXT YEAR AFTER BEING AN A SCHOOL, THEY DO NOT QUALIFY TO BE INCLUDED IN THE DISBURSEMENT

SINCE WE HAVE 4 NEW TEACHERS, A NEW OFFICE EMPLOYEE, AND AN EXTENDED DAY EMPLOYEE THAT DID NOT PARTICIPATE IN THE FCAT SUCCESS, THEY DO NOT QUALIFY TO BE INCLUDED IN THE DISBURSEMENT.

ADDITIONALLY, AS HAS BEEN THE POLICY IN THE PAST, BOTH THE EMPLOYER AND EMPLOYEE TAX IS TO BE WITHHELD FROM THE EMPLOYEE'S CHECK.

THE \$10,395 WE ARE RECEIVING WAS DETERMINED BY THE STAFF TO BE DIVIDED AS FOLLOWS (LESS THE ABOVE MENTIONED TAXES):

| | | |
|-------------------------|-------------------|-------------------------|
| DORIE MILLER | \$1,111.88 | 13 YEARS AT NCCS |
| APRIL HOLTON | \$1,111.88 | 12 YEARS AT NCCS |
| ELIZABETH MILLER | \$1,111.88 | 10 YEARS AT NCCS |
| SUMMER MALDONADO | \$1,111.88 | 06 YEARS AT NCCS |
| KERRIAN IRONS | \$1,111.87 | 03 YEARS AT NCCS |
| ALLISON HOLMAN | \$1,111.87 | 01 YEARS AT NCCS |
| MELISSA LOVELY | \$1,111.87 | 01 YEARS AT NCCS |
| VALLERI COHEN | \$1,111.87 | 01 YEARS AT NCCS |
| BIBIANA MAGANA | \$500.00 | 11 YEARS AT NCCS |
| DONNA ALLEN | \$500.00 | 01 YEARS AT NCCS |
| RANEE HARRIS | \$500.00 | 01 YEARS AT NCCS |

 1/12/2012
BETH MILLER
PRINCIPAL

Sebastian Charter Junior High

February 9, 2012

School District of Indian River County,

The teachers and staff have approved the following plan for distribution of the state recognition money for SCJH. It was approved by our Board of Directors January 9th, 2012

One-time bonus

| | |
|------------------------|----------|
| Susan Boyd | \$751.79 |
| Charles Christophersen | \$751.79 |
| Richard Concilio | \$751.79 |
| Christine Ewald | \$751.79 |
| Joy Kurtz | \$751.79 |
| Hal McAdams | \$751.79 |
| Martha McAdams | \$751.79 |
| Lynda McIntosh | \$751.79 |
| Robert McIntosh | \$751.79 |
| Lynn Sonier | \$751.79 |
| Heidi Sutherland | \$751.79 |
| Alison Taylor | \$751.79 |
| Anita Taylor | \$751.73 |
| Cathy Tinder | \$751.79 |

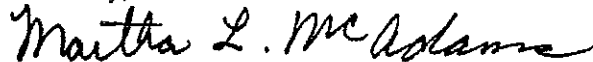
Honorarium

| | |
|-------------------|----------|
| Sabrina Maxwell | \$120.00 |
| Tannie Gressinger | \$120.00 |
| Denise Wendel | \$120.00 |

Total \$10885.00

If you have any questions regarding this plan, please let me know. Your assistance in this process is appreciated.

Sincerely,



Martha L. McAdams, Ph. D.
Principal/Executive Director

C Judy Bartlett

.....
A CHARTER SCHOOL FOR MIDDLE SCHOOL STUDENTS

An equal opportunity educator and employer

Imagine Schools at South Vero

6000 4th Street

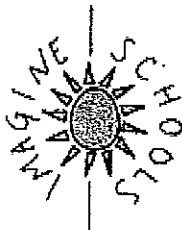
Vero Beach, Florida 32968

Phone :772-567-2728

Fax: 772-410-0329

Jonathan Sternberg

Principal



Chris Rock

Assistant Principal

January 20, 2012

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

Dear Mr. Morrison:

The teachers and staff have approved the following plan for distribution of the state recognition money for Imagine Schools at South Vero. It was approved by our SAC Board on January 10, 2012.

One-time bonus:

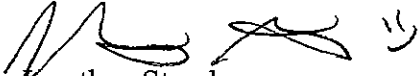
| | |
|-------------------------|-----------------|
| 1 BAILEY, LISA | \$980.66 |
| 2 BAKOS, JENNIFER | \$980.66 |
| 3 BANGERT, MELISSA | \$980.66 |
| 4 BARRETT-MUNIZ, KRYSTA | \$980.66 |
| 5 BENWAY, REBEAKAH | \$980.66 |
| 6 BLAIR, JULIE | \$980.66 |
| 7 BORTOLOTTI, TERRI | \$980.66 |
| 8 BROWN, JILL | \$980.66 |
| 9 BRUMBERGER, JOYCE | \$980.66 |
| 10 COURTNEY, ASHLEY | \$980.66 |
| 11 CROOKER, KARIE | \$980.66 |
| 12 CUDDON, HAINSLEY | \$980.66 |
| 13 CUMMINGS, ANITRA | \$980.66 |
| 14 DORIS, ELIZABETH | \$980.66 |
| 15 FERGUSON, LAUREN | \$980.66 |
| 16 FLETCHER, SARA | \$980.66 |
| 17 FONTANA, BETH | \$980.66 |
| 18 GAGNON, MICHELLE | \$980.66 |
| 19 GOETZ, PAULETTE | \$980.66 |
| 20 GREENE, WHITNEY | \$980.66 |
| 21 HOWDER, CELESTE | \$980.66 |
| 22 KAYLOR, SHARON | \$980.66 |

www.myimagineschools-verobeach.com

| | |
|-------------------------------|-----------------|
| 23 KNIGHT, CONNIE | \$980.66 |
| 24 MANNING, MATTHEW | \$980.66 |
| 25 MELENDEZ-CASSERA, MARJORIE | \$980.66 |
| 26 MELTON, JENNIFER | \$980.66 |
| 27 MINER, COURTNEY | \$980.66 |
| 28 MONDRAGON, MACAYLA | \$980.66 |
| 29 MORGAN, MICHAEL | \$980.66 |
| 30 MULLANACK, NANCY | \$980.66 |
| 31 OBERLINK, KEVIN | \$980.66 |
| 32 PEREZ, APRIL | \$980.66 |
| 33 PIANELLI, KRISTIN | \$980.66 |
| 34 PINERES, KIMBERLY | \$980.66 |
| 35 PSOLKA, RUTH | \$980.66 |
| 36 REID, JULIE | \$980.66 |
| 37 ROCK, CHRISTOPHER | \$980.66 |
| 38 ROCK, JENNIFER | \$980.66 |
| 39 RUSTAY, KIMBERLY | \$980.66 |
| 40 SAN LUIS, REMY | \$980.66 |
| 41 SAVRDA, DEBORAH J. | \$980.66 |
| 42 SCHMIDT, MARY | \$980.66 |
| 43 SCHORN, EDWARD | \$980.66 |
| 44 SEMPSROTT, MAUREEN | \$980.66 |
| 45 SHAPPIE, RACHEL | \$980.66 |
| 46 SHEPHERD, KRISTIN | \$980.66 |
| 47 SKUBAL, TINA | \$980.66 |
| 48 STERNBERG, JONATHAN | \$980.66 |
| 49 SULLIVAN, LYNDA | \$980.66 |
| 50 SWEIGARD, SAMANTHA | \$980.66 |
| 51 TUCK, MELISSA PAULINE | \$980.66 |
| 52 VALDES-BAIERL, AMANDA | \$980.67 |
| 53 WARREN, JEAN | \$980.67 |
| Total | \$51,975.00 |

If you have any questions regarding this plan, please let me know. Your assistance in this process is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jonathan Sternberg', followed by a small smiley face ':D'.

Jonathan Sternberg
Principal
Imagine Schools at South Vero

Cc: Judy Bartlett