

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

Indian River County District School Board
Business Meeting Agenda
May 22, 2012 at 6:00 p.m.

It is hereby advised that if a person decides 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 that 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 room’s audio enhancement system.)

- II. **INVOCATION**

- III. **PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS**
BY: Sebastian River High School’s Naval Junior ROTC under the direction of James R. O’Neal, MGySgt, USMC(Ret)

- IV. **ADOPTION OF AGENDA**

- V. **PRESENTATIONS**
 - A. Recognize Judge Kanarek and School District Hearing Officers – Dr. Adams**
 - B. Recognize Winners of Bus Safety Poster Contest – Mrs. Lannon**
 - C. Recognize Vero Beach High School’s Girls’ Lacrosse State Champions – Dr. Adams**

- VI. **CITIZEN INPUT**

- VII. **CONSENT AGENDA**
 - A. Approval of Hearing Officer’s Recommendation – Dr. Adams**
It is recommended that the District School Board accept the Hearing Officer’s Findings of Fact, Conclusions of Law, and recommendations in regard to Hearing Number 10-35 and 11-152. Superintendent recommends approval.
 - B. Approval of Minutes – Dr. Adams**
 - 1. Budget Workshop Session 3 held 5/8/2012
 - 2. Round Table Discussion held 5/8/2012
 - 3. Vacation and Sick Policies Workshop held 5/8/2012
 - 4. Regular Business Meeting held 5/8/2012Superintendent recommends approval.

C. Approval of Personnel Recommendations – Mrs. Lannon

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

D. Approval of Donations – Mr. Morrison

Sebastian River High School received a donation in the amount of \$2,000 from Wal-Mart. The funds are to be used for transportation, meals, equipment, banquet, and supplies for the Sebastian River High School Football team. Superintendent recommends approval.

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

This request is 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 Renewal of Transportation Service Agreement with Boys and Girls Clubs of Indian River County (B&GCIRC) for 2012-2013 – Mrs. Lannon

Attached is the renewal of the Transportation Agreement with the Boys & Girls Clubs of Indian River (B&GCIRC) for 2012-2013. This agreement is to provide transportation for a one-year period from July 1, 2012, to June 30, 2013, and would allow the Boys and Girls Clubs of Indian River to use the District's Transportation Services from designated pick-up locations to sites in Indian River County for Boys and Girls Clubs of Indian River sponsored programs. No cost to the District. Superintendent recommends approval.

G. Approval of Renewal of Transportation Service Agreement with the First United Methodist Church (FUMC) for 2012-2013 – Mrs. Lannon

Attached is the renewal of Transportation Agreement with the First United Methodist Church for 2012-2013. This agreement is to provide transportation services for their 2012 summer program. There will be no cost to the School District. Superintendent recommends approval.

H. Approval of Renewal of Transportation Service Agreement with the Environmental Learning Center (ELC) for 2012-2013 – Mrs. Lannon

Attached is the renewal of Transportation Agreement with the Environmental Learning Center (ELC) for 2012-2013. This agreement is to provide transportation for a one-year period from July 1, 2012, to June 30, 2013, and would allow the ELC to use the School District's Transportation Services from designated pick-up locations to sites in Indian River County Environmental Learning Center sponsored programs. No cost to the District. Superintendent recommends approval.

- I. Approval of Renewal of Transportation Service Agreement with the Dasie Bridgewater Hope Center, Inc. (DHC) for 2012-2013 – Mrs. Lannon**
Attached is the renewal of Transportation Agreement with the Dasie Bridgewater Hope Center Inc. (DHC) for 2012-2013. This agreement is to provide transportation for a one year period from July 1, 2012, to June 30, 2013, and would allow the DHC to use the School District's Transportation Services from designated pick-up locations to sites in Indian River County for Dasie Bridgewater Hope Center, Inc., sponsored programs. No cost to the District. Superintendent recommends approval.
- J. Approval of Out of County Student Admissions – Mrs. D'Albora**
Parents have requested permission for their children to attend schools in Indian River County. The approved out of county requests signed by the principals of the requested schools and release letters from the students' home counties are attached. Of the seven students, five are currently attending schools in the District. Three are children of employees. There are two new students requesting to attend schools in Indian River County. Superintendent recommends approval.
- K. Approval of Students Leaving Indian River County Schools – Mrs. D'Albora**
Parents reside in Indian River County and are requesting permission for their children (eleven students) to attend schools in Brevard County and St. Lucie County for the 2012-2013 school year. Superintendent recommends approval.
- L. Approval of Sebastian River High School's Boys and Girls Rowing Team Participation in Scholastic Nationals in Philadelphia, PA – Mrs. D'Albora**
Principal Gilbertson announced that their Boys and Girls Rowing Team earned a berth at the Rowing Scholastic Nationals in Philadelphia, PA. He is honored to have them represent Sebastian River High School and the School District of Indian River County. The competition will be held on Thursday, May 24, 2012, students will return on Sunday, May 27, 2012. There is no cost to the District. Superintendent recommends approval.
- M. Approval of Sebastian River High School's Rugby Team Participation in South East Regional Championship in Kennesaw, GA – Mrs. D'Albora**
Principal Gilbertson announced that their Rugby Team earned the right to compete in the South East Regional Championship competition at Kennesaw State University in Kennesaw, Georgia. He is honored to have them represent Sebastian River High School and the School District of Indian River County. The competition will be held on May 18, 2012, through May 21, 2012. Superintendent recommends approval.

VIII. ACTION AGENDA

A. Approval of the Construction Management at Risk Contract with Pirtle Construction ~~Company/Pinnacle Construction of the Treasure Coast LLC~~ for the Fellsmere Elementary Renovations/Expansion Project (2012-11) – Mr. Morrison

Approval is recommended for the Construction Management at Risk (CMAR) Contract between the School District of Indian River County and Pirtle Construction ~~Company/Pinnacle Construction of the Treasure Coast LLC~~ for the Fellsmere Elementary Renovations/Expansion Project #2012-11. This project will consist of renovations to enlarge the existing cafeteria and construction of additional classrooms. The Overhead and Profit percentage was negotiated between the contractor and the District Negotiation Team on May 9, 2012. Upon Board approval of this contract, negotiations between the contractor and the District Negotiation Team will begin to establish a Guaranteed Maximum Price (GMP) for the project. The final GMP will then be submitted for Board Approval. Superintendent recommends approval.

B. Approval of Donation to the School District of Property Located in Gifford – Mr. Morrison

Approval is recommended for the donation of a .89 acre parcel of property located at 2700 47th Street in Gifford, just north of the Gifford Alternative Education School. An Appraisal was conducted and the parcel was estimated to have a market value of \$15,000. A Phase I Environmental Site Assessment was also performed. The summaries of both the appraisal and the Environmental Site Assessment are attached. At their scheduled meeting On May 1, 2012, the School Board's Land Use and Acquisition Committee recommended the land donation be accepted by the District. Superintendent recommends approval.

C. Approval of Release of Final Payment to Proctor Construction Company for Middle School BB (Storm Grove) Project (2007-35) – Mr. Morrison

Approval is recommended for the release of final payment in the amount of \$26,495.23 to Proctor Construction Company for the completion of the Middle School BB (Storm Grove) Project (#2007-35). On January 8, 2008, the Board approved the Guaranteed Maximum Price (GMP) for this project in the amount of \$45,645,106; with the final construction cost for this project totaling \$38,207,271.89. The original approved GMP included \$37,645,106 for construction of the new school and an estimated \$8,000,000 for the Road and Bridge Improvements. The contract sum was later reduced to \$39,064,648.29, when the costs the Road and Bridge Improvements were finalized. The unused portion of the GMP, in the amount of \$857,376.40, is a savings to the District. In addition Indian River County has reimbursed the School District \$553,419.40 for half of the Road and Bridge Improvement

construction fees associated with this project. Final payment of this project is being brought to the Board for approval in accordance with Florida Statute 1013.50. Superintendent recommends approval.

D. Approval of Emergency Item for the Rental of Chiller for Vero Beach High School –Mr. Morrison

A rental agreement was entered into on an emergency basis due to a catastrophic failure of the 450 ton chiller at Vero Beach High School which took place approximately April 1. It is necessary to continue with this emergency rental agreement on a month to month basis until a replacement chiller has been installed. The cost of the first month rental is \$10,230. The cost of each additional month is \$8,400 and this rental will continue through the summer months even though school is out to prevent air quality and mold issues. The District has presented the information regarding the failure to our insurance provider in an attempt to be reimbursed under the boiler and HVAC policy. This request is for approval of the continuation of this rental agreement as per Board Policy 7.10 (L) Emergency Bids. Superintendent recommends approval.

E. Public Hearing for Adoption of School Board Policy 3.04 Employment Requirements for Administrative and Instructional Personnel – Dr. Adams

On April 10, 2012, the District School Board moved approval to set the Public Hearing date in order to move forward with the adoption process. The proposed policy revisions address the probationary annual contract that was effective July 1, 2011. The proposed revisions also serve to delete two paragraphs from the instructional staff section of the policy that are worded to apply to administrative staff and are already contained in the administrative staff section of the policy. The policy change process was followed in accordance with Florida Administrative Procedures Act, Statute Statutes, and School Board Policy #1.06. Superintendent recommends approval.

F. Public Hearing for Adoption of School Board Policy 3.07 Non-Degree, Career and Technical, and Part Time Adult Educational Instructional Personnel – Dr. Adams

On April 10, 2012, the District School Board moved approval to set the Public Hearing date in order to move forward with the adoption process. 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. The policy change process was followed

in accordance with Florida Administrative Procedures Act, Statute Statutes, and School Board Policy #1.06. Superintendent recommends approval.

G. Public Hearing for Adoption of School Board Policy 3.14 Contracts for Instructional Personnel – Dr. Adams

On April 10, 2012, the District School Board moved approval to set the Public Hearing date in order to move forward with the adoption process. This proposed policy revision addresses professional service contracts no longer being issued in the State of Florida. The policy change process was followed in accordance with Florida Administrative Procedures Act, Statute Statutes, and School Board Policy #1.06. Superintendent recommends approval.

H. Public Hearing for Adoption of School Board Policy 3.40 Personnel Evaluation – Dr. Adams

On April 10, 2012, the District School Board moved approval to set the Public Hearing date in order to move forward with the adoption process. This proposed policy revision is to delete paragraph “C” as it will not 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. The policy change process was followed in accordance with Florida Administrative Procedures Act, Statute Statutes, and School Board Policy #1.06. Superintendent recommends approval.

I. Approval of Ratification of 2011-2012 Addendum to 2009-2012 Indian River County Education Association (IRCEA) Collective Bargaining Agreement and Memorandum of Understanding concerning the Health Insurance Benefits and Costs – Mrs. Lannon

The members of the IRCEA Bargaining Unit ratified the attached 2011-2012 Addendum to the 2009-2012 IRCEA Collective Bargaining Agreement and Memorandum of Understanding concerning Health Insurance Benefits and Costs on May 14, 2012. Superintendent recommends approval.

- IX. SUPERINTENDENT’S REPORT
- X. DISCUSSION
No items.
- XI. SCHOOL BOARD MEMBER MATTERS – Chairman Pegler
- XII. INFORMATION AGENDA
No items.
- XIII. SUPERINTENDENT’S CLOSING

XIV. ADJOURNMENT – Chairman Pegler

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

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The Indian River County District School Board met on Tuesday, May 8, 2012, at 9:00 a.m. The workshop was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 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.

Note: Mr. McCain was not present.

**2012-2013 Budget Workshop
Session #3**

- I. Workshop was called to order by Chairman Pegler
- II. Purpose of the Workshop – Dr. Adams
Dr. Adams stated that they were getting closer to a final product. She turned the presentation over to Mr. Morrison.
- III. Presentation – Mr. Morrison
Mr. Morrison stated that this was Session 3 and that they were closer to a final product. He stated that there would be a PowerPoint presentation. Mr. Morrison presented a copy of the Florida Education Finance Program containing just the highlights that he would review with the Board. Mr. Morrison went over the workshop Agenda that included a review of the 2012/13 projected revenue, school/department budget allocations, restoration of non-bargaining personnel cuts, review of 2012/13 budget calendar, and a question and answer time with the Board.

Note: Mr. McCain was present.

Mr. Morrison said that there was a slight loss in the student count over the State's projection for FEFP funding for 2011-12. He stated that Principals had become very skilled in projecting student counts. Mr. Morrison presented, through PowerPoint, the FEFP funding changes as compared with last year, projecting a total increase of \$2,079,530 (1.86%) over last year. He reviewed the budget projections that reflected increased costs for services, offsetting the increase in FEFP by (\$6,284,037), and leaving a budget surplus projection of \$623,942. The 2012/13 budget proposals included changes that would result in a projected offset of the surplus, leaving a bottom line projected net surplus of \$98,563.

2012/2013 School and Department Budgets

Departments

- Personnel allocations were tentatively set at the 2011/2012 levels
- Non labor discretionary budgets allocation was set at the 2011/2012 levels
- All requests for additional funding needs would be reviewed by the Superintendent's Executive Team.

Schools

- Personnel allocations were tentatively increased to reflect the addition of three Assistant principal positions at Magnet Schools
- Non labor discretionary budgets increased over the prior year
 - Additional \$15 per UFTE at Elementary
 - Additional \$25 at Middle
 - Additional \$20 per UFTE at High Schools

Salary Restoration Costs – Non-Bargaining

Mr. Morrison presented an analysis of the non-bargaining cuts starting in 2009-2010 and the restoration costs, as requested by the Board. He cautioned the Board about restoring cuts that may have to be pulled the following year due to the anticipated funding fallout for the 2013-2014 school year.

Summary of Recommended Uses for 2012-2013 0.25 Millage Referendum Proceeds

The total estimated proceeds were anticipated to be \$3,199,392. The recommended uses were to purchase instructional materials, pro-rate share allocation to charter schools, with the remainder to fund instructional positions (31).

Proposed Budget Calendar 2012-2013

Mr. Morrison reviewed the calendar.

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

With no further business, the meeting adjourned at approximately 9:57 a.m.

The Indian River County District School Board met on Tuesday, May 8, 2012, at 1:00 p.m. The discussion was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 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. Round Table was opened by Chairman Pegler
- II. Items Placed on Agenda by Board Members – Chairman Pegler
 - A. Chairman Pegler**
 1. F.S. 1013.293 (Energy Performance)
Chairman Pegler agreed to schedule time for him to meet with Dr. Adams, Mr. Morrison, and Mrs. Olson to discuss the District's energy performance plan.
 2. Superintendent's Evaluation Schedule
Chairman Pegler reviewed the timeline for the Superintendent's Assessment.
 - B. Mrs. Johnson**
 1. Beachland Elementary School Size (gave this issue to Mrs. Disney-Brombach)
 2. Saint Peter's Audit Assessment
Dr. Adams said that with Board consensus she would order a follow up financial audit in the areas that were deemed at risk from the last audit. With Board consensus McGladrey would be asked to perform the audit. Funds were available in the Audit budget. Dr. Adams said that it was clear that the Board wanted the audit to be done and that the audit would be presented to the Board.
 - C. Mrs. Disney-Brombach**
 1. Beachland Elementary School Size
Mrs. Disney-Brombach talked about Board backup from a 2006 workshop that Beachland was not included in the Board's plan to increase the size of the other elementary schools. She said that the school currently had 600 student stations. Mrs. Johnson noted that Wabasso School would also not be increased to 700 student stations. It was noted that the community needed to have correct information regarding school sizes and should include that the barrier island did not have enough elementary students to fill the school without bringing students from the mainland.
 - D. Ms. Jiménez**
 1. Policy 6.141 Review/Update
Ms. Jiménez asked the Board to reconsider the intent of the policy. Lynn Sloan from Department of Juvenile Justice spoke to the Board. Mrs.

D'Agresta explained how the policy applied to students. After discussing the policy, the Board requested a workshop.

2. Beachland Hammock

Ms. Jiménez spoke to the Board about consideration of a Land Trust Agreement or a resolution to preserve the hammock. Laura Guttridge was invited to speak. Consensus was to settle the traffic plan before pursuing the conservation of the hammock.

3. Grading Practices Update

Dr. Adams stated the changes that were reflected in this evening's business meeting, under Approval of Student Progression Plan.

4. Clinic Update – see McCain

5. Osceola Update (added on 5/2/2012)

Dr. Adams reported on the consensus that included the cafeteria, stage enlargement, kitchen expansion, parent pickup loop, classroom needs, and primary playground enlargement. She said that the transition meetings were still taking place. Dr. Adams explained that the parent parking area would be addressed after the school was opened, in order to ensure that there was no delay in having the basic parent pickup loop completed.

E. Mr. McCain

1. Dr. Adams gave an update on the RFP process for the creation of a District Health Clinic and the Review Committee.

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

A. Vero Beach Elementary Closing Ceremony

Dr. Adams talked about the activities that would take place at the closing ceremony.

B. Learning Alliance Update

Dr. Adams gave an update on the progress of the Learning Alliance. She stated that big goals were set.

C. Fellsmere Elementary School Facility Project Update

It was noted that Fellsmere had 740 students, including VPK, with a very, very small cafeteria. Mr. Morrison talked about the expansion. Dr. Adams said that they were exploring whether they should add two wings or one two-story wing to leave more green space. Dr. Adams said that the approval of the contractor would go on the next business meeting Agenda.

IV. Millage Referendum Discussion – Chairman Pegler
“Talking Points”

Dr. Adams distributed and reviewed a first blush “draft” of the Talking Points in regard to the upcoming 0.25 Millage Referendum that would be placed on the ballot for the upcoming election. Board Members discussed the list and made suggestions.

V. ADJOURNMENT – Chairman Pegler

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

The Indian River County District School Board met on Tuesday, May 8, 2012, at 3:21 p.m. The workshop was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 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.

Time: Immediately following the Round Table Discussion

Vacation and Sick Leave Policies Workshop

- I. Workshop was called to order by Chairman Pegler
- II. Purpose of the Workshop – Dr. Adams
Dr. Adams said that they were ready to do the workshop but were unable, until now, to find a time slot. She turned the workshop over to Mr. Morrison.
- III. Presentation – Mr. Morrison
Mr. Morrison reviewed the Agenda. He stated that the direction of the workshop was based upon Board request at the August 23, 2011, Round Table. The direction was to examine a proposal to pay out yearly sick leave balances within the District's funding constraints that may incentivize (motivate) employees to participate. The second direction was to examine a methodology or policy change to address the current payouts and long-term liability of the District. The PowerPoint included a four-year history of compensated absence balances through June 30, a breakdown of compensated absence balances at June 30, 2011, separated by employee groups, a presentation of Florida Statute 1012.61 sick leave eligibility law, current School Board policy 3.26 sick leave (summarized), Florida Statute 1012.61 terminal pay for accrued sick leave, School Board policy 3.39 terminal pay benefits, financial trend data analysis regarding payouts for sick upon leaving the School District, and Florida Statute 1012.61 questions/answers.

Mr. Morrison presented important information on possible changes that the Board must be aware of before taking any action on changing Board policy. Options were presented for discussion regarding sick leave. Mr. Morrison presented a proposal for a sick leave buyback program for discussion, with a sample analysis. The information also included "draft" language changes for School Board policy 3.26. A sample timeline was introduced that included bargaining with both unions.

Mr. Morrison presented House Bill 285 that goes into effect July 1, 2012, related to provisions governing sick leave for compassionate leave donation. The new law would permit Districts to adopt a policy for the use of sick leave by other District employees.

Mr. Morrison presented Florida Statute 1012.65 terminal pay for accrued vacation leave and the financial trend data analysis of vacation payout history. Options were presented in compliance with Florida Statute 1012.65 that established a maximum of 60 days of actual payment. Those working 7.5 hours per day would receive a maximum of 450 hours in vacation payout versus the 500 hours currently in Board policy. Also for discussion was to add that the payout would be "upon retirement". In addition, other options were presented that would reduce the payout for those who do not have the maximum 60 days to either 30 days or 0 days payout.

IV. Questions – Chairman Pegler
Board Members were given an opportunity to ask questions and to give recommendations.






V. ADJOURNMENT – Chairman Pegler

With no further business, the workshop adjourned at approximately 4:23 p.m.

The Indian River County District School Board met on Tuesday, May 8, 2012, at 6:00 p.m. The business meeting was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 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 Pastor Terry Pugh, Northside Agape Ministries Church of God.
- III. PLEDGE OF ALLEGIANCE TO THE FLAG – Chairman Pegler
- IV. ADOPTION OF AGENDA
Chairman Pegler called for a motion. Mr. McCain moved approval of the Orders of the Day. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.
- V. PRESENTATIONS
 - A. 2012 Youth Volunteer of the Year, Brenda Ramos, Fellsmere Elementary School – Dr. Adams**
Dr. Adams and the District School Board recognized Brenda Ramos as the 2012 Youth Volunteer of the Year for Indian River County. Ms. Ramos was a former Fellsmere student and was currently dual enrolled with Sebastian River High School and Indian River State College. So far this year Miss Ramos logged over 120 hours.
 - B. Recognition of District School Board's Audit Committee – Chairman Pegler**
Dr. Adams and the District School Board recognized their appointed Audit Committee Members:

 Elaine Amy	2008-2012
 Chris Beals	2008-2012
 Mark Mucher	2008-2012
 Trent Leyda	2009-2012
 Sam Block	2011-2012

Mr. Morrison spoke about their long journey.

VI. CITIZEN INPUT

Tom Tierney requested to speak about Osceola's transition.

Lisa Kahle requested to speak about Osceola's transition and parking issues.

Sandi Reinhard requested to speak about Student Progression Plan, Grading Policy.

VII. CONSENT AGENDA

Chairman Pegler called for a motion to adopt the Consent Agenda. Mrs. Disney-Brombach moved approval of the Consent Agenda with a minor edit to Consent A.1. to record that she was in attendance by phone and would like the record to reflect that. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

A. Approval of Minutes – Dr. Adams

1. Property, Casualty, Workman's Compensation Workshop held 4/24/2012
2. Review Audio, Minutes from Legislative Hearing held 4/24/2012
3. Regular Business Meeting held 4/24/2012
4. Special Business Meeting for Executive Session held 4/26/2012

Superintendent recommended approval.

B. Approval of Personnel Recommendations – Mrs. Lannon

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

C. Approval of Budget Amendments – Mr. Morrison

General Fund Amendment #4 – February through March 2012

Superintendent recommended approval.

D. Approval of Donations – Mr. Morrison

1. Beachland Elementary received a donation in the amount of \$1,200 from the Beachland PTA. The funds would be utilized for the PBS classroom activities and rewards.
2. Rosewood Magnet School received a donation in the amount of \$2,500 from Big Lots, Inc. The funds would be used to enhance teaching and learning through ongoing staff development and curriculum initiatives.
3. Highlands Elementary School received a donation in the amount of \$1,208 from the Rotary Club of Orchid Island. The funds would be used to continue the 2nd grade Highland Elementary Swim Safety Lessons for the remainder of the year.
4. Sebastian River High School received a donation in the amount of \$1,500 from Sebastian Clambake Foundation, Inc. The funds would be used for the Sebastian River High School Girls Rugby Team travel, equipment, banquet, and team supplies. Sebastian River High School received a donation in the amount of \$2,500 from Sebastian River Medical Center. The funds would be used for the Girls Basketball State Championship rings.

5. Liberty Magnet School received a donation in the amount of \$1,290.62, from Liberty Magnet School PTA. The funds would be used for various classes and program activities at Liberty Magnet School.

Superintendent recommended approval.

E. Approval of the 2012-13 Adult Education Tuition and Fees – Mrs. D’Albora

According to Section 1009.22(3)(e), Florida Statutes, each School District must establish a fee schedule for students enrolled in adult and community education programs. Effective July 1, 2012, the 2012-2013, tuitions for Adult Education were \$2.80 per hour (standard fee rate) for career programs for Florida residents that included student financial aid, capital improvement fee, and technology fee; and \$30 per term for adult general education and ELL programs. No cost to the District. Superintendent recommended approval.

VIII. ACTION AGENDA

A. Approval of Resolution #2012-07 to Continue 0.60 Mills Levy for Essential Operating Purposes, at the August 2012 Referendum Election by the Electors of Indian River County – Mr. Morrison

Section 1011.71(3)(2), Florida Statutes authorized the School Board, pursuant to a Resolution adopted at a regular meeting, to direct the County Commissioners to call an election at which the electors within the School District may approve an ad valorem tax millage as authorized in Florida Statute 1011.79 (9)Florida Statutes. Such election may be held at any time, except that not more than one such election shall be held during any 12-month period. Any millage so authorized shall be levied for a period not in excess of 4 years or until changed by another millage election, whichever was earlier. If any such election was invalidated by a court of competent jurisdiction, such invalidated election shall be considered not to have been held. The essential operating, if approved by the voters, shall be levied for essential operating needs such as teachers, instructional materials, and technology in order to provide all students with high-quality educational opportunities beginning July 1, 2013, and ending four (4) fiscal years later on June 30, 2017, with annual reporting to the citizenry. Superintendent recommended approval.

Mrs. Johnson moved approval to adopt Resolution #2012-07 to continue 0.60 Mills Levy for Essential Operating Purposes, at the August 2012 Referendum Election by the Electors of Indian River County. Mrs. Disney-Brombach seconded the motion. Board Members spoke to the issue. Chairman Pegler called for a roll call vote as follows:

Mr. McCain	Yes
Ms. Jimenez	Yes
Mrs. Disney-Brombach	Yes
Mrs. Johnson	Yes
Chairman Pegler	Yes

The Board voted unanimously in favor of the motion, with a 5-0 vote.

B. Approval of Student Progression Plan Amendment – Mrs. D’Albora

Implementation of Standards Based Grading at the secondary level would not take place in 2012-2013. Adjustments were made to the Student Progression Plan language to reflect the change. The new language could be found under the heading “Grading and Report Cards” for both, grades 6-8 and 9-12. Superintendent recommended approval.

Ms. Jiménez moved approval to adopt the Student Progression Plan Amendment. Mrs. Disney-Brombach seconded the motion. Board Members spoke to this item. The Board voted unanimously in favor of the motion, with a 5-0 vote.

C. Approval of Financial Resolution to Florida Retirement System/Family Medical Leave Act Grievance with Indian River County Education Association-Mrs. Lannon

In order to resolve a Florida Retirement System (FRS)/Family Medical Leave Act (FMLA) grievance (see attached) with the Indian River County Education Association (IRCEA), it would be necessary for the District to purchase creditable FRS service for the affected members of the bargaining unit. The estimated cost of this “past practice” to the District was thirty-four thousand dollars (\$34,000.00), with a ceiling of no more than forty-two thousand dollars (\$42,000.00). This “past practice” was officially discontinued. The exact amount to purchase the FRS service would be determined by the FRS. Superintendent recommended approval.

Chairman Pegler called for a motion. Mr. McCain moved approval of the Financial Resolution to Florida Retirement System/Family Medical Leave Act Grievance with Indian River County Education Association. Mrs. Disney-Brombach seconded the motion. Board Members spoke to this issue. The Board voted unanimously in favor of the motion, with a 5-0 vote.

IX. SUPERINTENDENT’S REPORT

Dr. Adams said congratulations, again, to Brenda Ramos. She also congratulated the Senior Volunteer of the year, Mr. Ernst; and the Adult Volunteer of the Year, Ru-Ying Suen. Additional congratulations went out to Highlands Elementary School who inducted thirty students into the National

Honor Society at a special event held May 2, 2012. And, congratulations to Vero Beach High School's Music Program, for receiving the Kraushaar Award.

X. DISCUSSION

Ms. Jiménez spoke about Miss Suen's music abilities. She also spoke of the collective feedback that made a difference regarding the implementation of the new grading policy. Ms Jiménez asked Dr. Adams to explain why the Osceola parking request, from parents, was not feasible. Dr. Adams talked about the timeline to receive the permits that took until May 1. She said that to begin another process, with new permits and new engineering, the project would not be done before school started. Dr. Adams invited those who felt that their needs were not being met to come in and speak with her. Mrs. Johnson also spoke to this issue.

Mrs. Disney-Brombach talked about the open discussion that the Board and staff had today regarding the Beachland forest.

XI. SCHOOL BOARD MEMBER MATTERS – Chairman Pegler

Mr. McCain congratulated Vero Beach High School's Girls Lacrosse Team for their State Championship Award.

Ms. Jiménez participated at the Fellsmere Elementary 5K Run, attended the Inclusion Show, and announced the upcoming Parents Survival Skills Workshop at Gifford Middle School.

Mrs. Disney-Brombach attended the Dodgertown Tropicana Speech contest, Volunteer Luncheon, and the Air Force ROTC Awards.

Mrs. Johnson attended the Volunteer Luncheon, thanked Peggy Poysell for her hard work, Osceola open house event, and thanked the Mardy Fish Foundation.

Chairman Pegler attended the Vero Beach Museum Art Awards event and thanked a fellow Board Member for her comments.

XII. INFORMATION AGENDA

A. Monthly Facilities Report – Mr. Morrison

XIII. SUPERINTENDENT'S CLOSING

Dr. Adams congratulated the Vero Beach High School's Girls Lacrosse Team for their seventh win! She noted that the District was finished with FCAT but was still in the testing mode. Dr. Adams said that every night there are 3 or 4 events going on. She asked everyone to send a note to their teachers, bus drivers, custodians, and secretaries for their hard work. Dr. Adams stated that she appreciated Mrs. Peggy Poysell a lot.

XIV. ADJOURNMENT – Chairman Pegler

With no further business, the meeting adjourned at approximately 6:48 p.m.

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CONSENT AGENDA – 5/22/12

Personnel Recommendations

1. Instructional Changes
2. Instructional Leaves
Carpenter, Emma – Oslo Middle, 2012-2013 school year
Coyle, Deborah – Liberty Magnet, 5/15/12-6/4/12
Gilson-Smith, Wanda – Alternative Center, extend from 5/4/12 to 5/17/12
Hillard, Brandi – VBHS, change to 5/1/12-6/4/12
Mays-Cucci, Gloria – FLC, change to 12/2/11-4/15/12
O’Neill, Cheryl – VBHS, extend from 5/7/12 to 5/14/12
Ostrower, Michael – Gifford Middle, 5/4/12-5/16/12
Ramirez, Kristine – Oslo Middle, extend from 5/7/12 to 5/13/12
3. Instructional Promotions
4. Instructional Transfers
5. Instructional Separations
Collier, Catherine – Staff Development, resignation 6/4/12
Gordon, Pamela – Highlands, retirement, exiting DROP 6/4/12
Horst, Carolyn – VBHS, resignation 6/4/12
Mohn, Roberta – Osceola Magnet, retirement, entering DROP 5/1/12; exiting DROP 6/4/12
Ostrower, Michael – Gifford Middle, deceased 5/17/12
6. Instructional Employment
7. Support Staff Changes
Stansberry, Marianne – from VBHS Food Service Baker to Glendale Custodian 5/29/12
8. Support Staff Leaves
Petrovich, Stanka – I.T., 5/4/12-5/13/12
9. Support Staff Promotions
Ruble, Joel – Maintenance, from Carpet Crew to Groundskeeper 5/10/12
10. Support Staff Transfers
11. Support Staff Separations
Jenkins, Sharon – Gifford Middle, resigned 5/7/12
12. Support Staff Employment
Pirrung, Kathleen – SRHS Extended School Year, Teacher Assistant 5/23/12
Sands, Paul – Liberty Magnet Summer Camp, Coordinator 5/23/12
13. Administrative Separations
Durrell, John – Maintenance, retirement exiting DROP 8/31/12

14. **Administrative Promotions**

Ferrentino, Michael P. – ESE, from Program Specialist to Executive Director of ESE and Student Services 7/2/12 5/23/12

15. The following Food Service employees are recommended for the 2012 Summer School Program:

Storm Grove Middle School

Susan Brenton
Gloria Petithomme
Monica Jones
Mellisa Toperzer
Cheryl Bowen
Debra Page
Brandy Cummings
Natarsha Pressley
~~Marsha Dotson~~
Lucille Shuren
David Simonton
Anita Lewis
Mary Gallon
Debbie Johnson

Sebastian River High School

Sherman Shelly
Irma Montgomery
Betty Doty
Mary Phillips
Carol DiMascio
Stacy Suydam
Marilyn Cappello
Lori Cleare
Eric Perez
Veronica Tonga
~~Robin Billie~~

Food Service Office Workers

Arline Brege
Traci Simonton
Nancy Boell

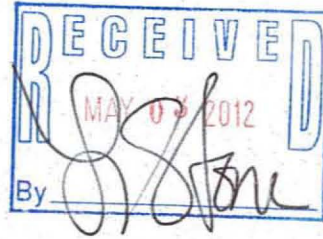
Substitute Summer Workers

Lena Clark
Rosemary Flescher
Wanda Shaw
Heidi Vaughn

SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

Telephone: (772) 564-4170 • Fax: (772) 564-4182
~~Please use School or District Letterhead~~



{Date}: April 26, 2012

{To}: School Board Members

{From}: Daniel Gilbertson, Sebastian River High School

Regarding: *{Request for Approval of Donation}*

A donation of \$2000.00 , was received from Walmart. The funds are to be used for transportation, meals, equipment, banquet and supplies for the Football team.

These funds were deposited into the Sebastian River High School's Football Booster internal funds account.

{Signature}

{Name of Principal}

"You Can't Hide That Shark Pride"

Daniel Gilbertson
Principal

Dariyall Brown
Assistant Principal

Jessica Keaton
Assistant Principal

Kelly Ward
Assistant Principal

William Wilson III
Assistant Principal

Stephanie Cleveland
Guidance Counselor

Kim O'Keefe
Guidance Counselor

Wendy Palmer
Guidance Counselor

Lynn Phillips
Guidance Counselor

Enrique Valencia
Guidance Counselor



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SCHOOL DISTRICT OF INDIAN RIVER COUNTY
DELETIONS
8-May-12

PR#	ITEM	DESCRIPTION	SERIAL #	REASON	FAC.	AQUIS.	ORIGINAL	CURRENT	FND	-GL-	
						DATE	COST	VALUE			
76195	SOFTWARE	CORNERSTONE READING LV A	N/A	OBSOLETE	0201	3/19/2001	1,345.50	0.00	500	1382	
76196	SOFTWARE	CORNERSTONE READING LV B	N/A	OBSOLETE	0201	3/19/2001	1,345.50	0.00	500	1382	
77454	SOFTWARE	CORNERSTONE LANG ART 3-8	N/A	OBSOLETE	0151	1/31/2002	2,846.25	0.00	542	1382	
77455	SOFTWARE	CORNERSTONE MATH 3-8	N/A	OBSOLETE	0151	1/31/2002	2,846.25	0.00	542	1382	
77456	SOFTWARE	CORNERSTONE READING 3-8	N/A	OBSOLETE	0151	1/31/2002	5,692.50	0.00	542	1382	
77457	SOFTWARE	CORNERSTONE READING K-2	N/A	OBSOLETE	0151	1/31/2002	1,362.40	0.00	542	1382	
78078	SOFTWARE	CORNERSTONE READING 3-8	N/A	OBSOLETE	0101	5/31/2002	1,725.00	0.00	542	1382	
79763	SOFTWARE	CORNERSTONE MATH LV B	N/A	OBSOLETE	0141	3/31/2003	1,466.25	0.00	500	1382	
82159	BOAT	CREW BOAT W/OARS	N/A	STOLEN CASE# 11-066792	0291	2/11/2005	2,000.00	716.66	500	1340	
85805	MOTOR	YAMAHA OUTBOARD MOTOR	GAGLI000578	STOLEN CASE# 11-066792	0291	3/9/2009	1,985.00	1,521.83	500	1340	
TOTAL							22,614.65	2,238.49	10		
TOTAL ACQUISITION COST							22,614.65				
TOTAL CURRENT VALUE								2,238.49			
TOTAL COUNT										10	

SURPLUS PROPERTY RECORDS
AUCTION ITEMS - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT ORIG VAL	ACCUM DEPR	CURR VAL	GL	FUND	SERIAL	ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
00055263	FOOD WARMER PROOFER	UNIVER FOOD WAR	1,197.97	1,197.97	.00	1340	541		05/13/1983		9999	00	ACT2	FS
00058692	SLICER	FOOD-BERKEL 808	1,421.00	1,421.00	.00	1340	530	915101119485	04/10/1987	73478	9999	00	ACT2	FS
00058740	CUTTER/MIXER	ANLINKER-VEG CUT	1,369.00	1,369.00	.00	1340	530		07/24/1987	73474	9999	00	ACT2	FS
00059932	VEGETABLE CUTTER	ANLINKER-CAFE	1,429.00	1,429.00	.00	1340	530	051887034	11/30/1987	00067	9999	00	ACT2	FS
00063430	M-4 1991	FORD TAURUS 4 D	10,723.00	9,650.70	1,072.30	1350	530	1FACP50U1MA1950	04/19/1991	91086	9999	00	ACT2	
00064015	M-97 FORD FLATBED	1985 CAB (STING	2,860.00	2,574.00	286.00	1350	500	1FDNK64N8FVA398	03/16/1990	52261	9999	00	ACT2	CR
00065157	M-54 1993	FORD PICK UP	16,712.00	15,040.80	1,671.20	1350	530	1FTHF25M5PNB112	06/21/1993	28768	9999	00	ACT2	CR
00065180	M-98 1993 (A/C DASH	CHEVY STEP VAN	24,398.30	22,194.10	2,204.20	1350	530	1GCHP32J5P33206	07/26/1993	28728	9999	00	ACT2	AC
00065688	FREEZER	WALK-IN COOLER/	17,294.00	17,294.00	.00	1340	530	DX208263-01	10/30/1992	04727	9999	00	ACT2	FS
00068346	STEAMER	CLEVELAND CONV	7,530.00	7,530.00	.00	1340	541	WC2854095B01	06/30/1995		9999	00	ACT2	FS
00069442	W-4 1995	CHEV S-10 PICK-	10,760.00	9,684.00	1,076.00	1350	530	1GCCS14XSK25774	09/15/1995	59250	9999	00	ACT2	00
00069493	PRESSURE CLEANER	JG404 HONDA PRE	1,499.00	1,499.00	.00	1340	530	GCAA-2246010	04/15/1996	71495	9999	00	ACT2	00
00069551	M-62 1994	FORD BUCKET TRU	64,000.00	57,600.00	6,400.00	1350	530	1FDPK74C1RVA090	05/15/1996	72768	9999	00	ACT2	AC
00069902	M-63 1996	FORD FLATBED P/	26,759.00	24,083.10	2,675.90	1350	530	2FTHF36F2TCA656	07/10/1996	72087	9999	00	ACT2	GR
00069979	FOOD WARMER	WILDER PROOFER/	1,333.00	1,333.00	.00	1340	541	115860000100	01/31/1996	68843	9999	00	ACT2	FS
00070504	C-23 1996	DODGE CARGO VAN	14,223.00	12,800.70	1,422.30	1350	541	2B7HB11X0TK1500	08/23/1996	78831	9999	00	ACT2	FS
00071078	C-25 1997	DODGE RAM CARGO	14,759.00	13,283.10	1,475.90	1350	541	2B7HB11X3VK5612	05/01/1997	85322	9999	00	ACT2	FS
00071094	A-10 1994	FORD-CROWN VICT	9,500.00	8,550.00	950.00	1350	530	2FALP73WORX1057	07/10/1997	89843	9999	00	ACT2	00
00071682	IT-70 1997	R.ROBI CHEVY ASTROVAN	16,517.00	14,865.30	1,651.70	1350	530	1GCDM19W6VB2334	12/18/1997	93561	9999	00	ACT2	
00072846	SCRUBBER	AUTOSCURUBBER,	3,999.95	3,999.95	.00	1340	530	02-99 03311	05/27/1999	11487	9999	00	ACT2	00
00072847	SCRUBBER	POWR-FLITE 28"	6,723.50	6,723.50	.00	1340	530	02-99-01696	07/09/1999	11970	9999	00	ACT2	00
00075545	FWE FOOD WARMER	HIGHLANDS CAFET	2,745.00	2,745.00	.00	1340	541	00018083	01/08/2001	00105247	9999	00	ACT2	FS
00076044	W-17 1996	ISUZU BOX WARE	15,541.85	13,987.66	1,554.19	1350	530	4KLB4B1R4TJ0021	01/31/2001	00107443	9999	00	ACT2	
00076602	DELFIELD MILK	COOLER	4,017.10	4,017.10	.00	1340	541	103365601M	11/09/2001	00203624	9999	00	ACT2	FS
00077833	M-113 1997 F350 (US	FORD DIESEL,V8	17,000.00	15,866.67	1,133.33	1350	530	1FTJW35F1VEC483	03/11/2002	00208332	9999	00	ACT2	AC
00079927	PUG MILL W/4.0 NOZZL	ART DEPT*	3,800.00	3,800.00	.00	1340	530	95GF005703	05/23/2003	00307457	9999	KC	ACT2	AR
00079936	2500 PSI PRESSURE	WASHER---W/SHIP	1,005.90	1,005.90	.00	1340	530	F3041329	05/19/2003	00309385	9999	00	ACT2	
00080149	O-26 SCAG COMMERCIAL	2003 W/72" MOWE	13,439.97	13,439.97	.00	1340	530	779007	10/20/2003	00403740	9999	00	ACT2	GR
00081151	SR37 SKAG MOWER DECK	W/BLOWER AND TR	1,920.00	1,920.00	.00	1340	530	6830116	11/07/2003	00405648	9999	00	ACT2	
00081210	W-5 1999 ISUZU BOX T	DIESEL 14'BOX	500.00 *	358.33	141.67	1350	500	JALB4B140X70117	05/10/2004	00410153	9999	00	ACT2	
00081210	W-5 1999 ISUZU BOX T	DIESEL 14'BOX	13,500.00 *	9,675.00	3,825.00	1350	530	JALB4B140X70117	05/10/2004	00410153	9999	00	ACT2	
00081685	SCRUBMASTER 210	SCRU 2 100AH BATTERI	3,284.00	3,049.43	234.57	1340	500	4006459	01/31/2005	00505498	9999	00	ACT2	
00082431	IT-9 1994 FORD WHITE	CROWN VICTORIA	1,000.00	575.00	425.00	1350	500	2FALP71W2RX2041	10/19/2005	DONATION	9999	00	ACT2	NT
00082836	PRESSURE WASHER TORN	3600PSI 13.0 HP	1,372.50	996.70	375.80	1340	530	100660	06/30/2006	00610931	9999	00	ACT2	
00082839	PRESSURE WASHER KARC	3600PSI 4.0GPM	1,372.50	996.70	375.80	1340	530	100658	06/30/2006	00610931	9999	00	ACT2	
00082999	ICE MACHINE W/BIN	FILTER SY0324A/	2,440.00	1,771.90	668.10	1340	530	110139272	06/30/2006	00603227	9999	00	ACT2	FS
00083882	1996 EZ GO 8 PASSANG	SEATS BECAON W/	3,649.00	1,976.54	1,672.46	1340	530	200-11562-96	03/12/2007	00707355	9999	00	ACT2	
00084037	REFRIGERATOR DELFIEL	W/DISPLAY CASE	7,105.00	4,144.58	2,960.42	1340	530	0608036001930M	06/30/2007	00705724	9999	00	ACT2	FS
00085060	AUTO SCRUBBER, 20",	PREDATOR BA	3,300.00	1,453.57	1,846.43	1340	530	090702948	06/30/2008	00810946	9999	00	ACT2	
00085363	STEAMER/KETTLE COMBI	COMPARTMENTS 6G	18,030.00	13,093.22	4,936.78	1340	530	001628	06/22/2006	00000000	9999	00	ACT2	
00085368	ICE MAKER CUBE-STYLE	PRODUCTION STAI	2,490.00	1,808.22	681.78	1340	530	N/A	06/22/2006	00000000	9999	00	ACT2	
	TOTAL	41 RECORDS	372,520.54	330,803.71	41,716.83									

* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

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TRANSPORTATION SERVICES AGREEMENT

This **AGREEMENT** is between:

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

And

Company: Boys & Girls Clubs of Indian River County
Address: 1729 17th Avenue
Vero Beach, FL 32960

The **SCHOOL DISTRICT OF INDIAN RIVER COUNTY**, herein after referred to as the "**SDIRC**" and the **Boys & Girls Club of Indian River County**, herein after referred to as the **BGCIRC**.

Services under this agreement shall include the following periods: July 1, 2012 until June 30, 2013. Services under this agreement shall begin July 1, 2012 or the date this **AGREEMENT** is signed by both parties, whichever is later and shall be completed June 30, 2013. This agreement consists of pages 1 through 4.

Letter of self-insurance: _____
(attached) _____

1. **SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

This contract may not be sold, transferred or assigned without the written approval of the **BGCIRC** and the written approval of **SDIRC**.

2. **CONDITIONS OF CONTRACT**

BGCIRC shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal law, rules and regulations applicable to business to be carried on under this contract.

3. **INDEMNITY/HOLD HARMLESS AGREEMENT**

BGCIRC agrees to protect, defend, indemnify and hold harmless the **SDIRC** including School Board members, the Superintendent, District staff, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by **SDIRC** under the terms of this **AGREEMENT**. Without limiting the foregoing, any and all such claims, suits or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship,

actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decrees of any court, shall be included in the indemnity hereunder.

4. **DESCRIPTION OF ENTITY AND OFFICES TO BE SERVED**

The customers to be served under the **AGREEMENT** are youths residing in Indian River County, Florida. The service to be provided is transportation from designated pick-up locations to sites in Indian River County for **BGCIRC** sponsored programs and back from **BGCIRC** sponsored programs to the designated pick-up locations.

The SDIRC contact will be:

George Millar
Director of Transportation

(772) 978-8810
Phone Number

The BGCIRC contact will be:

Elizabeth Thomason
Name

(772) 299-7449
Phone Number

Jay McNamara
Name

(772) 299-7449
Phone Number

5. **SCOPE OF SERVICES TO BE PERFORMED**

A. The following services will be performed by the **SDIRC**:

- Provide buses to transport eligible youths from strategic pick-up sites in Indian River County to **BGCIRC** for Special Services and from designated sites back to the assigned strategic pick-up locations.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **BGCIRC**.
- Provide **BGCIRC** contact person with a dated Mileage Checklist and Log Sheet Report showing the beginning, ending and total mileage traveled for each bus.

B. The following services will be performed by the **BGCIRC**:

- Pay **SDIRC** in accordance with the rate schedule listed in #7 Rate Schedule.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **BGCIRC**.

C. All granting of transportation services requests shall be subject to the availability of drivers and vehicles. The **SDIRC** reserves the right to cancel any services that may interfere with the daily operations of the **SDIRC**.

6. **PAYMENT**

Payment will be due when invoices are processed and received by **BGCIRC**.
Monthly invoices must be sent to:

Company: Boys & Girls Clubs of Indian River County
Address: 1729 17th Avenue
Vero Beach, FL 32960
Contact Name: Elizabeth Thomason
Telephone Number: (772) 299-7449

This invoice shall be sent upon receipt of the Mileage Checklist and Log Sheet Report.

Either party can cancel the contract with thirty (30) days written notice to the last known address of **BGCIRC** and **SDIRC**.

7. **RATE SCHEDULE**

In addition, the **BGCIRC** further agrees that all expenses incurred for transportation services, including driver rates, fringes and board approved mileage rate will be borne by the **BGCIRC**.

8. **SERVERABILITY**

If any portion of this **AGREEMENT** is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

The parties agree to comply with all the terms and provisions of this **AGREEMENT**, including the attachments.

District Transportation Contact: George Millar, Director of Transportation
Telephone Number: (772) 978-8810

APPROVED BY:

Elizabeth Thomason

Signature

Elizabeth Thomason
Typed Name

Executive Director
Title

4-26-12
Date

APPROVED BY:

THE SCHOOL DISTRICT OF

INDIAN RIVER COUNTY

Signature

Dr. Frances J. Adams, Ed. D.
Typed Name

Superintendent of SDIRC
Title

Date

Signature

Jeffrey R. Pegler
Typed Name

Chairman of School District of IRC
Title

Date

Revised: 4-9-12



CERTIFICATE OF LIABILITY INSURANCE

OP ID JB

DATE (MM/DD/YYYY)

10/31/11

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

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

PRODUCER Brown & Brown Insurance - Vero Vero Division 2911 Cardinal Drive Vero Beach FL 32963 Phone: 772-231-2828 Fax: 772-231-4413	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
PRODUCER CUSTOMER ID #: BOYS&-3		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Boys & Girls Club of Indian River County, Inc. 1729 - 17th Street Vero Beach FL 32960	INSURER A: *Arch Insurance Company*	11150
	INSURER B: *RetailFirst Insurance Company	10700
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			NCPKG0191300	09/13/11	12/13/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EBLI	\$ 1,000,000
A	AUTOMOBILE LIABILITY			NCAUT0191300	09/13/11	12/13/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS				\$				
A	UMBRELLA LIAB			NCUMB0191300	09/13/11	12/13/12	EACH OCCURRENCE	\$ 4,000,1000
	EXCESS LIAB						AGGREGATE	\$ 4,000,000
	DEDUCTIBLE							\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			52025864	09/13/11	09/13/12	WC STATUTORY LIMITS	<input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 772.569.2360

CERTIFICATE HOLDER**CANCELLATION**

SCHO110 School District Of Indian River County 1990 25th St Vero Beach FL 32960	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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MODE = MEMORY TRANSMISSION

START=OCT-31 14:11

END=OCT-31 14:16

FILE NO.=821

STN NO.	COMM.	ONE-TOUCH/ABBR NO.	STATION NAME/EMAIL ADDRESS/TELEPHONE NO.	PAGES	DURATION
001	OK	A	5692360	001/001	00:00:38

-BROWN & BROWN INS - VERO -

***** KM-F1060 ***** - ***** 772 231 4413- *****

ACORD		CERTIFICATE OF LIABILITY INSURANCE		OP ID JB	DATE (MM/DD/YYYY) 10/31/11	
<small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</small>						
<small>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</small>						
PRODUCER Brown & Brown Insurance - Vero Vero Division 2911 Cardinal Drive Vero Beach FL 32963 Phone: 772-231-2828 Fax: 772-231-4413			CONTRACT NAME: _____ PHONE (A/C No, Ext): _____ FAX (A/C, No): _____ EMAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: BOYS&-3			
INSURED Boys & Girls Club of Indian River County, Inc. 1729 - 17th Street Vero Beach FL 32960			INSURER(S) AFFORDING COVERAGE		NAIC #	
			INSURER A: *Arch Insurance Company*		11150	
			INSURER B: *RetailFirst Insurance Company		10700	
			INSURER C:			
			INSURER D:			
			INSURER E:			
			INSURER F:			
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
<small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small>						
TYPE OF INSURANCE	ADDL. SUBR. INSR.	WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			NCPKG0191300	09/13/11	12/13/12	EACH OCCURRENCE \$ 1,000,000 UPGRADE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 E.B.T.I. \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			NCAUT0191300	09/13/11	12/13/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			NCUMB0191300	09/13/11	12/13/12	EACH OCCURRENCE \$ 4,000,1000 AGGREGATE \$ 4,000,000 \$ \$
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y/N N/A	52025864	09/13/11	09/13/12	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) 772.569.2360						
CERTIFICATE HOLDER			CANCELLATION			
School District Of Indian River County 1990 25th St Vero Beach FL 32960			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

ACORD 25 (2009/09)

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TRANSPORTATION SERVICES AGREEMENT

This **AGREEMENT** is between:

Company: **School District of Indian River County**
Address: **1990 25th Street**
Vero Beach, FL 32960

And

Company: **Frist United Methodist Church**
Address: **1750 20th Street**
Vero Beach, FL 32960

The **SCHOOL DISTRICT OF INDIAN RIVER COUNTY**, herein after referred to as the "**SDIRC**" and the **Frist United Methodist Church**, herein after referred to as the "**FUMC**".

Services under this agreement shall include the following periods: **June 25-29, 2012 and June 9-13, 2013**. Services under this agreement shall begin **July 1, 2012** or the date this **AGREEMENT** is signed by both parties, whichever is later and shall be completed **June 30, 2013**.

This agreement consists of pages 1 through 4.

Letter of self-insurance: _____
(attached) _____

1. **SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

This contract may not be sold, transferred or assigned without the written approval of the **FUMC** and the written approval of **SDIRC**.

2. **CONDITIONS OF CONTRACT**

FUMC shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal law, rules and regulations applicable to business to be carried on under this contract.

3. **INDEMNITY/HOLD HARMLESS AGREEMENT**

FUMC agrees to protect, defend, indemnify and hold harmless the **SDIRC** including School Board members, the Superintendent, District staff, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by **SDIRC** under the terms of this **AGREEMENT**. Without limiting the foregoing, any and all such claims, suits or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decrees of any court, shall be included in the indemnity hereunder.

4. **DESCRIPTION OF ENTITY AND OFFICES TO BE SERVED**

The customers to be served under the **AGREEMENT** are youths residing in Indian River County, Florida. The service to be provided is transportation from designated pick-up locations to sites in Indian River County for **FUMC** sponsored programs and back from **FUMC** sponsored programs to the designated pick-up locations.

The SDIRC contact will be:

George Millar
Director of Transportation

(772) 978-8810
Phone Number

The FUMC contact will be:

Beth B. Logullo
Name

(772) 562-1900 x44
Phone Number

Name

Phone Number

5. **SCOPE OF SERVICES TO BE PERFORMED**

A. The following services will be performed by the **SDIRC**:

- Provide buses to transport eligible youths from strategic pick-up sites in Indian River County to **sites designated by FUMC** for Special Services and from designated sites back to the assigned strategic pick-up locations.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **FUMC**.
- Provide **FUMC** contact person with a dated Mileage Checklist and Log Sheet Report showing the beginning, ending and total mileage traveled for each bus.

B. The following services will be performed by the **FUMC**:

- Pay **SDIRC** in accordance with the rate schedule listed in #7 Rate Schedule.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **FUMC**.

C. All granting of transportation services requests shall be subject to the availability of drivers and vehicles. The **SDIRC** reserves the right to cancel any services that may interfere with the daily operations of the **SDIRC**.

6. **PAYMENT**

Payment will be due when invoices are processed and received by **FUMC**.
Monthly invoices must be sent to:

Company: First United Methodist Church.
Address: 1750 20th Street
Vero Beach FL 32960
Contact Name: Beth B. Logullo
Telephone Number: (772) 562-1900 Ex 44

This invoice shall be sent upon receipt of the Mileage Checklist and Log Sheet Report.

Either party can cancel the contract with thirty (30) days written notice to the last known address of **FUMC** and **SDIRC**.

7. **RATE SCHEDULE**

In addition, the **FUMC** further agrees that all expenses incurred for transportation services, including driver rates, fringes and board approved mileage rate will be borne by the **FUMC**.

8. **SERVERABILITY**

If any portion of this **AGREEMENT** is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

The parties agree to comply with all the terms and provisions of this **AGREEMENT**, including the attachments.

District Transportation Contact: George Millar, Director of Transportation
Telephone Number: (772) 978-8810

APPROVED BY:

First United Methodist Church



Signature

William DeBraal

Typed Name

Chair, Trustees

Title

8 May 2012

Date

APPROVED BY:

THE SCHOOL DISTRICT OF

INDIAN RIVER COUNTY

Signature

Dr. Frances J. Adams, Ed. D.

Typed Name

Superintendent of SDIRC

Title

Date

Signature

Jeffrey R. Pegler

Typed Name

Chairman of School District of IRC

Title

Date

Revised: 4-9-12

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TRANSPORTATION SERVICES AGREEMENT

This **AGREEMENT** is between:

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

And

Company: Environmental Learning Center, Inc
Address: 255 Live Oak Drive
Vero Beach, FL 32963

The **SCHOOL DISTRICT OF INDIAN RIVER COUNTY**, herein after referred to as the "**SDIRC**" and the Environmental Learning Center, Inc., herein after referred to as the ELC.

Services under this agreement shall include the following periods: July 1, 2012 until June 30, 2013. Services under this agreement shall begin July 1, 2012 or the date this **AGREEMENT** is signed by both parties, whichever is later and shall be completed June 30, 2013. This agreement consists of pages 1 through 4.

Letter of self-insurance: _____
(attached) _____

1. **SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

This contract may not be sold, transferred or assigned without the written approval of the **Environmental Learning Center, Inc.** and the written approval of **SDIRC**.

2. **CONDITIONS OF CONTRACT**

ELC shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal law, rules and regulations applicable to business to be carried on under this contract.

3. **INDEMNITY/HOLD HARMLESS AGREEMENT**

Environmental Learning Center, Inc. agrees to protect, defend, indemnify and hold harmless the **SDIRC** including School Board members, the Superintendent, District staff, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by **SDIRC** under the terms of this **AGREEMENT**. Without limiting the foregoing, any and all such claims, suits or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance,

administrative order, rule or regulation or decrees of any court, shall be included in the indemnity hereunder.

4. **DESCRIPTION OF ENTITY AND OFFICES TO BE SERVED**

The customers to be served under the **AGREEMENT** are youths residing in Indian River County, Florida. The service to be provided is transportation from designated pick-up locations to sites in Indian River County for **ELC** sponsored programs and back from **ELC** sponsored programs to the designated pick-up locations.

The SDIRC contact will be:

George Millar
Director of Transportation

(772) 978-8810
Phone Number

The **ELC** contact will be:

Holly Dill, Executive Director
Name

(772) 589-5050
Phone Number

5. **SCOPE OF SERVICES TO BE PERFORMED**

A. The following services will be performed by the **SDIRC**:

- Provide buses to transport eligible youths from strategic pick-up sites in Indian River County to **Environmental Learning Center, Inc.** for **Special Services** and from designated sites back to the assigned strategic pick-up locations.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **ELC**.
- Provide **ELC** contact person with a dated Mileage Checklist and Log Sheet Report showing the beginning, ending and total mileage traveled for each bus.

B. The following services will be performed by the **ELC**:

- Pay **SDIRC** in accordance with the rate schedule listed in #7 Rate Schedule.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **Environmental Learning Center, Inc.**

C. All granting of transportation services requests shall be subject to the availability of drivers and vehicles. The **SDIRC** reserves the right to cancel any services that may interfere with the daily operations of the **SDIRC**.

6. **PAYMENT**

Payment will be due when invoices are processed and received by **ELC**.
Monthly invoices must be sent to:

Company: Environmental Learning Center, Inc.
Address: 255 Live Oak Drive
Vero Beach, FL 32963

Contact Name: Holly Dill, Executive Director
Telephone Number: 772-589-5050

This invoice shall be sent upon receipt of the Mileage Checklist and Log Sheet Report.

Either party can cancel the contract with thirty (30) days written notice to the last known address of Environmental Learning Center and SDIRC.

7. **RATE SCHEDULE**

In addition, the **ELC** further agrees that all expenses incurred for transportation services, including driver rates, fringes and board approved mileage rate will be borne by the **ELC**.

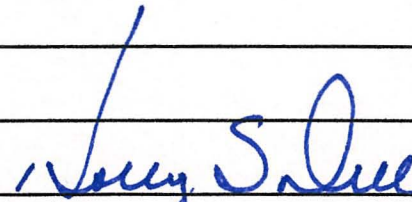
8. **SERVERABILITY**

If any portion of this **AGREEMENT** is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

The parties agree to comply with all the terms and provisions of this **AGREEMENT**, including the attachments.

District Transportation Contact: George Millar, Director of Transportation
Telephone Number: (772) 978-8810

APPROVED BY:



Signature

HOLLY S DILL

Typed Name

EXEC DIRECTOR

Title

5.1.12

Date

APPROVED BY:

THE SCHOOL DISTRICT OF

INDIAN RIVER COUNTY

Signature

Dr. Frances J. Adams, Ed. D.

Typed Name

Superintendent of SDIRC

Title

Date

Signature

Jeffrey R. Pegler

Typed Name

Chairman of School District of IRC

Title

Date

Revised: 4-9-12



CERTIFICATE OF LIABILITY INSURANCE

OP ID JN

DATE (MM/DD/YYYY)

05/01/12

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

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

PRODUCER Brown & Brown Insurance - Vero Vero Division 2911 Cardinal Drive Vero Beach FL 32963 Phone: 772-231-2828 Fax: 772-231-4413	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
PRODUCER CUSTOMER ID #: ENVIR-5		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Environmental Learning Center Inc. 255 Live Oak Dr Vero Beach FL 32963	INSURER A: *National Casualty Company	11991
	INSURER B: *Scottsdale Insurance Company	41297
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6LKKO00000021153-00	09/11/11	09/11/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBLI \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC						
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0			6L-XKO-00000021157-00	09/11/11	09/11/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input checked="" type="checkbox"/> EPL			EKI3052390	11/26/11	11/26/12	Liab 1,000,000

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

Center for Environmental Learning - Not For Profit Facility

CERTIFICATE HOLDER**CANCELLATION**

School District of Indian River County 1990 25th Street Vero Beach FL 32960	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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TRANSPORTATION SERVICES AGREEMENT

This **AGREEMENT** is between:

Company: **School District of Indian River County**
Address: **1990 25th Street**
Vero Beach, FL 32960

And

Company: **Dasie Bridgewater Hope Center, Inc.**
Address: **8445 64th Avenue. P.O.Box 701483**
Wabasso, FL 32970

The **SCHOOL DISTRICT OF INDIAN RIVER COUNTY**, herein after referred to as the "**SDIRC**" and the **Dasie Bridgewater Hope Center, Inc.** herein after referred to as the **DHC**.

Services under this agreement shall include the following periods: July 1, 2012 until June 30, 2013. Services under this agreement shall begin July 1, 2012 or the date this **AGREEMENT** is signed by both parties, whichever is later and shall be completed June 30, 2013. This agreement consists of pages 1 through 4.

Letter of self-insurance: _____
(attached) _____

1. **SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

This contract may not be sold, transferred or assigned without the written approval of the **DHC** and the written approval of **SDIRC**.

2. **CONDITIONS OF CONTRACT**

DHC shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal law, rules and regulations applicable to business to be carried on under this contract.

3. **INDEMNITY/HOLD HARMLESS AGREEMENT**

DHC agrees to protect, defend, indemnify and hold harmless the **SDIRC** including School Board members, the Superintendent, District staff, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by **SDIRC** under the terms of this **AGREEMENT**. Without limiting the foregoing, any and all such claims, suits or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decrees of any court, shall be included in the indemnity hereunder.

4. **DESCRIPTION OF ENTITY AND OFFICES TO BE SERVED**

The customers to be served under the **AGREEMENT** are youths residing in Indian River County, Florida. The service to be provided is transportation from designated pick-up locations to sites in Indian River County for **DHC** sponsored programs and back from **DHC** sponsored programs to the designated pick-up locations.

The **SDIRC** contact will be:

George Millar
Director of Transportation

(772) 978-8810
Phone Number

The **DHC** contact will be:

Verna Wright
Name

(772) 589-3535
Phone Number

Carol Pinder
Name

(772) 589-3535
Phone Number

5. **SCOPE OF SERVICES TO BE PERFORMED**

A. The following services will be performed by the **SDIRC**:

- Provide buses to transport eligible youths from strategic pick-up sites in Indian River County to **DHC** for Special Services and from designated sites back to the assigned strategic pick-up locations.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **DHC**.
- Provide **DHC** contact person with a dated Mileage Checklist and Log Sheet Report showing the beginning, ending and total mileage traveled for each bus.

B. The following services will be performed by the **DHC**:

- Pay **SDIRC** in accordance with the rate schedule listed in #7 Rate Schedule.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **DHC**.

C. All granting of transportation services requests shall be subject to the availability of drivers and vehicles. The **SDIRC** reserves the right to cancel any services that may interfere with the daily operations of the **SDIRC**.

6. **PAYMENT**

Payment will be due when invoices are processed and received by **DHC**.
Monthly invoices must be sent to:

Company: Dasie Bridgewater Hope Center, Inc.
Address: 8445 64th Avenue . P.O. Box 701483
Wabasso, FL 32970
Contact Name: Verna Wright or Carol Pinder
Telephone Number: (772) 589-3535

This invoice shall be sent upon receipt of the Mileage Checklist and Log Sheet Report.

Either party can cancel the contract with thirty (30) days written notice to the last known address of **DHC** and **SDIRC**.

7. **RATE SCHEDULE**

In addition, the **DHC** further agrees that all expenses incurred for transportation services, including driver rates, fringes and board approved mileage rate will be borne by the **DHC**.

8. **SERVERABILITY**

If any portion of this **AGREEMENT** is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

The parties agree to comply with all the terms and provisions of this **AGREEMENT**, including the attachments.

District Transportation Contact: George Millar, Director of Transportation
Telephone Number: (772) 978-8810

APPROVED BY:

DASIE HOPE CENTER
8445 W 4th Ave PO Box 101483

Verna Wright
Signature

Verna Wright
Typed Name

Executive Director
Title

5/2/12
Date

APPROVED BY:

THE SCHOOL DISTRICT OF
INDIAN RIVER COUNTY

Signature

Dr. Frances J. Adams, Ed. D.
Typed Name

Superintendent of SDIRC
Title

Date

Signature

Jeffrey R. Pegler
Typed Name

Chairman of School District of IRC
Title

Date

Revised: 4-9-12



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/3/2012

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

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

PRODUCER Justine Rodgers Signature Insurance, LLC 2010 6th Avenue Vero Beach FL 32960	CONTACT NAME: Brennan Campeau PHONE (A/C, No. Ext.): (772) 778-9970 FAX (A/C, No.): (772) 778-9928 E-MAIL ADDRESS: brennancampeau@signatureinsurancevb.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Scottsdale</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Scottsdale		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED Dasie Bridge Water Hope Center 8445 64th Ave Wabasso FL 32970																					

COVERAGES **CERTIFICATE NUMBER: CL125300439** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CP61482948	12/2/2011	12/2/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Tutoring School

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sandra Brennan/SNDY

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SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

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

Date: May 15, 2012

To: Indian River County School Board

From: Mr. Daniel Gilbertson, Principal 

Subject: SRHS Boys and Girls Rowing Team

Good Afternoon,

I am pleased to share with you that our Boys and Girls Rowing team has earned a berth at the Rowing Scholastic Nationals in Philadelphia, PA. We are honored to have them represent Sebastian River High School and our school district.

The championships will be held Thursday, May 24th, 2012. There is no cost to the district as the team has raised all necessary funds for air travel, vans, and hotel accommodations. All chaperone details have been reviewed and are in place.

Please join me in wishing this fine group of student athletes the very best in high school rowing competition.

Cc: Dr. Fran Adams, Superintendent
Mr. E. Michael Stutzke, Athletic Director
Mr. Tom Lange, Head Coach

"You Can't Hide That Shark Pride"

Daniel Gilbertson
Principal

Dariyall Brown
Assistant Principal

Jessica Keaton
Assistant Principal

Kelly Ward
Assistant Principal

William Wilson III
Assistant Principal

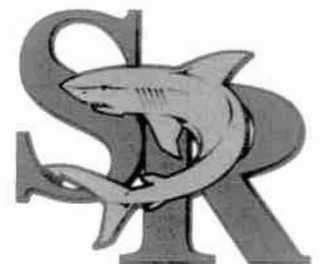
Stephanie Cleveland
Guidance Counselor

Kim O'Keefe
Guidance Counselor

Wendy Palmer
Guidance Counselor

Lynn Phillips
Guidance Counselor

Enrique Valencia
Guidance Counselor



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SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

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

Date: May 11, 2012

To: Indian River County School Board

From: Mr. Daniel Gilbertson, Principal 

Subject: SRHS Girls Rugby Team

Good Afternoon,

I am pleased to share with you that our girls Varsity Rugby team has earned a berth at the Southern Regional Rugby Championship as the defending Florida Youth Rugby State Champions. We are honored to have them represent Sebastian River High School and our school district.

The championships will be held Saturday, May 19th, 2012, at Kennesaw State University, Kennesaw, GA. There is no cost to the district as the team has raised all necessary funds for charter bus travel and hotel accommodations. All chaperone details have been reviewed and are in place.

Please join me in wishing this fine group of student athletes the very best in high school rugby competition.

Cc: Dr. Fran Adams, Superintendent

Mr. E. Michael Stutzke, Athletic Director

Mr. Allan Dobson, Head Coach

"You Can't Hide That Shark Pride"

Daniel Gilbertson
Principal

Darriall Brown
Assistant Principal

Jessica Keaton
Assistant Principal

Kelly Ward
Assistant Principal

William Wilson III
Assistant Principal

Stephanie Cleveland
Guidance Counselor

Kim O'Keeffe
Guidance Counselor

Wendy Palmer
Guidance Counselor

Lynn Phillips
Guidance Counselor

Enrique Valencia
Guidance Counselor

School District of Indian River County



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Construction Management at Risk

Agreement Between Owner And Construction Manager

PROJECT NAME/LOCATION

SDIRC # 2012-11

Fellsmere Elementary Renovation/Expansion

CONSTRUCTION MANAGER

Pirtle Construction Company

2101 Vista Parkway

Suite 105

West Palm Beach, FL 33411

ARCHITECT / ENGINEER

Edlund, Dritenbas, Binkley Architects and Associates, P.A.

65 Royal Palm Pointe, Suite D

Vero Beach, FL 32960



School District of Indian River County

1990 25th Street

Vero Beach, Florida 32960

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**FORM OF AGREEMENT
BETWEEN
OWNER AND CONSTRUCTION MANAGER**

This AGREEMENT made this 22nd day of May, 2012, by and between the **School District of Indian River County**, hereinafter called the **Owner**, and **James B. Pirtle Construction Company, Inc., dba /Pirtle Construction Company** hereinafter called the **Construction Manager**.

**ARTICLE 1
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT**

The Construction Manager accepts the relationship of trust and confidence established between him and the Owner by this Agreement. He covenants with the Owner to furnish his best skill and judgment and to cooperate with the Architect-Engineer, in furthering the interests of the Owner. He agrees to furnish efficient business administration and superintendence and use his best efforts to complete the Project in the best and soundest way and in the most expeditious and economical manner consistent with the interest of the Owner.

- 1.1 The Construction Team The Construction Manager, the Owner and the Architect-Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required. The Architect-Engineer will provide leadership throughout the life of the project, with support from the Construction Manager, and the Construction Manager shall provide leadership to the Construction Team on all matters relating to construction.

The specific representatives of the Construction Team are shown in Exhibit A attached.

- 1.2 Extent of Agreement This Agreement for "**Fellsmere Elementary School Renovations/Expansion/SDIRC # 2012-11**" between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. When Drawings, Specifications and other descriptive documents defining the work to be included under a construction authorization are complete, they shall be identified in the construction authorization issued by the Project Manager. When Drawings, Specifications and other descriptive documents defining the work to be included in the Guaranteed Maximum Price (GMP) are complete, an Amendment to the Agreement shall be signed by the Owner and Construction Manager, acknowledging the GMP amount and the Drawings, Specifications and other descriptive documents upon which the GMP is based. To expedite the preparation of this GMP Amendment by the Owner, the Construction Manager shall obtain six (6) sets of signed, sealed and dated Drawings, Specifications and other documents upon which the GMP is based from the Architect-Engineer, shall acknowledge on the face of each document of each set that it is the set upon which he based his GMP and shall send one set of the documents to the Owner's Contracts Administrator along with his GMP proposal, while keeping one set for himself and returning one set to the Architect-Engineer.

This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both Owner and Construction Manager.

- 1.3 Definitions:

Project The Project is the total work to be performed under this Agreement. The Project consists of planning, design, permitting and construction for "**Fellsmere Elementary School Renovations/Expansion/SDIRC # 2012-11**" necessary to build the component parts identified in Exhibit B.

Owner The School District of Indian River County. The entity that will occupy, use and own the Project upon substantial completion is the School District of Indian River County. The funds with which the compensation of the architects, engineers, Construction Managers, etc. will be paid are under the control of the School District of Indian River County, based on approval of each payment by the School District of Indian River County.

Permitting Authority **The School District of Indian River County, Vero Beach, Florida**

Construction Manager **Pirtle Construction Company**

Architect/Engineer **Edlund, Dritenbas, Binkley Architects and Associates, P.A.**

Project Manager The person designated by the Owner to provide direct interface with the Construction Manager with respect to the Owner's responsibilities. **See Exhibit A**

Owner's Representatives The Project Manager and his superiors or designee(s).

Estimate The Construction Manager's latest estimate of probable Project Construction Cost.

- 1.4 Owner's Construction Budget Owner's funds budgeted and requested for construction of the Project. The Owner's Construction Budget is **\$8,900,000**, identified in Exhibit B. This acknowledgement of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7, subsequent to the approval of this Agreement by the School Board.

ARTICLE 2 CONSTRUCTION MANAGER'S SERVICES

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

2.1 Project Management Information System (PMIS)

2.1.1 General:

Narrative Reporting System

- (1) The Construction Manager, in collaboration with Architect-Engineer, shall prepare written reports as described hereunder. All reports shall be in 8.5" X 11" format.
- (2) The Narrative Reporting System shall include the following reports:
 - (a) A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by Permitting Authority.
 - (b) A Monthly Cost Narrative describing the current Construction Cost estimate status of the Project.
 - (c) A Monthly Scheduling Narrative summarizing the current status of the overall Project Schedule. This report shall include an analysis of the various Project Schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.
 - (d) A Monthly Accounting Narrative describing the current cost and payment status of the entire Project. This report shall relate current encumbrances and expenditures to the budget allocations.
 - (e) A Monthly Construction Progress Report during the Construction Phase summarizing the work of the various sub construction. This report shall include information from the weekly job site meetings, as applicable, such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations, and plans for the succeeding month.
 - (f) Construction Manager shall submit, for Owner approval, a direct tax savings purchase plan that, upon acceptance, will be part of the Construction Manager's services.

- (3) The reports outlined in subsection (2) (a) through (e) above shall be bound with applicable computer reports and submitted monthly during Design and Construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer and others designated by the Project Manager with the monthly pay requisition.

Additional copies of the report outlined in subsection (2) (a) shall be bound separately and distributed monthly as directed by the Project Manager.

2.1.2 Schedule Control System

- (1) Master Project Schedule

Upon award of this Contract, the Construction Team shall submit a master Project Schedule covering the planning and design approvals, construction and Owner occupancy of the Project. This Schedule will serve as the framework for the subsequent development of all detailed schedules. The master Project Schedule shall be produced and updated monthly throughout the Project.

- (2) Construction Schedule

Within thirty (30) days after the date of the Owner's issuance of a Notice to Proceed, the Construction Manager shall prepare and submit to the Architect-Engineer a Construction Schedule graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the Project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity.

Following development and submittal of the Construction Schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the subject Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original Construction Schedule and all updates and/or revisions thereto as reflected in the updated and/or revised Construction Schedule last submitted prior to submittal of each such monthly update and revision. Each such update and/or revision to the Construction Schedule shall be submitted to the Architect-Engineer in duplicate. Failure of the Construction Manager to update, revise, and submit the Construction Schedule as aforesaid shall be sufficient grounds for the Architect-Engineer to find the Construction Manager in substantial default and certify to the Owner that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule update acceptable to the Architect-Engineer is submitted.

- (3) The Construction Manager shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:

- (a) Pre-Bid Schedules (Sub Networks) the Construction Manager shall prepare a Construction Schedule for work encompassed in each bid package. The Schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for contract completion by the successful bidder. It shall show the interrelationship between the work of the successful bidder and that of other subcontractors, and shall establish milestones keyed to the overall master Schedule.

- (b) Occupancy Schedule The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turnover procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

2.1.3 Project Accounting The Construction Manager shall in coordination with the Architect-Engineer submit reports as detailed below:

- (a) A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

- (b) A Detailed Status Report showing the complete activity history of each item in the project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.

2.2 Design Review and Recommendations

- (1) Review and Recommendations
The Construction Manager shall familiarize himself thoroughly with the evolving architectural, civil, mechanical, plumbing, electrical and structural plans and specifications and shall follow the development of design from preliminaries through working drawings. He shall make recommendations with respect to the selection of systems and materials, and cost reducing alternatives including assistance to the Architect-Engineer, and Owner in evaluating alternative comparisons versus long term cost effects. The evaluation shall speak to the benefits of the speed of erection and early completion of the Project. He shall furnish pertinent information as to the availability of materials and labor that will be required. He shall submit to the Owner, Permitting Authority and Architect-Engineer such comments as may be appropriate concerning construction feasibility and practicality. He shall call to the Project Manager's and the Architect-Engineer's attention any apparent defects in the design, drawings and specifications or other documents. He shall prepare an estimate of the Construction Cost utilizing the unit quantity survey method.

- (2) Report Review and Warranty
Within forty (45) days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in paragraph (1) above and on factors set out in paragraph (5). Promptly after completion of the review, he shall submit to the Project Manager and Permitting Authority, with copies to the Architect-Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as he may deem appropriate, and all actions taken by the Architect-Engineer with respect to same, any comments he may deem to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2.3(5).

AT COMPLETION OF THE CONSTRUCTION MANAGER'S REVIEW OF THE PLANS AND SPECIFICATIONS, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED BY APPROPRIATE COMMENTS PURSUANT TO THIS SECTION, THE CONSTRUCTION MANAGER SHALL WARRANT, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED TIME.

DISCLAIMER OF WARRANTY – THE OWNER DISCLAIMS ANY WARRANTY THAT THE PLANS AND SPECIFICATIONS FOR THE PROJECT ARE ACCURATE, PRACTICAL, CONSISTENT OR CONSTRUCTIBLE.

- (3) Long Lead Procurements
The Construction Manager shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies). When each item is identified, the Construction Manager shall notify the subcontractors, the Project Manager and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. As soon as the Architect-Engineer has completed drawings and technical specifications and the Construction Manager has obtained permitting approval, the Construction Manager shall prepare invitations for bids. The Construction Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Project Manager, Owner and Architect-Engineer of any problems or prospective delay in delivery.

- (4) Job-Site Facilities
The Construction Manager shall arrange for all Job-Site facilities necessary to enable the Construction Manager and the Owner's representatives and the Architect-Engineer to perform their respective duties in the management, inspection and supervision of construction. The Construction Manager is responsible for proper care and maintenance of all equipment while in his control.

- (5) Weather Protection

The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. He shall submit to the Construction Team his recommendations as to needed requirements of this nature and as to the Contract or contracts in which they should be included.

(6) Labor and Material Recommendations

- (a) The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; he shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surpluses of labor or material, and (2) in light of such determinations, make recommendations as may be appropriate with respect to long lead procurements, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.
- (b) Within thirty (30) days after receiving Notice to Proceed, the Construction Manager shall submit a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Project Manager and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.
- (c) The Construction Manager shall carry out an active program of stimulating interest of qualified Construction Managers in bidding on the work and of familiarizing those bidders with the requirements of this Project.

2.3 Construction Phase

- (1) Construction Manager's Staff
The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractor and shall provide no less than those personnel during respective phases of construction that are set forth in **Exhibit C** to this Agreement. He shall not change any of those persons named in Exhibit C unless mutually agreed by the Owner and Construction Manager. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld.
- (2) Lines of Authority
The Construction Manager shall establish and maintain lines of authority for these personnel, and shall provide this definition to the Owner and all other affected parties such as the code inspectors of the Permitting Authority, the subcontractor, the Architect-Engineer and the Owner's representatives, to provide general direction of the work and progress of the various phases and subcontractor. The Owner and Architect-Engineer may attend meetings between the Construction Manager and his Subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractor.
- (3) Schedule
Construction Manager shall provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the Construction Manager's work to the work of his subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Project Schedule. The Schedule shall include all phases of the construction work, material supplies, long lease procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. He shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meeting or inspection giving each at least one week notice unless such notice is made impossible by conditions beyond his control.
- (4) Solicitation of Bids
 - (a) Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare requests for bids and proposals when applicable, for all procurement of long lead items, materials and

services, for subcontractor contracts and for site utilities. Such requests for bids and proposals shall be prepared in accordance with the following guidelines:

1. Contracts not exceeding \$10,000 may be entered into by the Construction Manager with the firm who submits the lowest verbal quotation. The Construction Manager shall obtain a minimum of two (2) verbal quotations. These quotations shall be entered on a bid tabulation sheet and a copy of such tabulation sent to the Owner, Architect-Engineer and to each firm. The successful quotation shall be confirmed by written contract or purchase order to the low bid firm defining the scope and quality of work to be provided.
 2. Contracts exceeding \$10,000 but not exceeding \$200,000 may be entered into by the Construction Manager with the firm who is qualified and submits the lowest responsive proposal. The Construction Manager shall request firms to submit sealed written proposals based on a written drawing and/or specification. A tabulation of the results shall be furnished to the Owner, Architect-Engineer and to each firm.
 3. Contracts exceeding \$200,000 but not exceeding \$500,000 may be entered into by the Construction Manager with the firm who is qualified and submits the lowest responsive proposal. The Construction Manager shall advertise these projects at least once with the last advertisement appearing at least twenty-one (21) calendar days prior to the established bid opening date. These proposals shall be based on approved plans and specifications.
 4. Contracts exceeding \$500,000 shall be treated the same as described under #3 above except that the advertisement shall be run for at least thirty (30) days prior to the established bid opening and at least five (5) days prior to any scheduled pre-bid conference.
- (b) For each separate construction contract exceeding \$25,000, the Construction Manager shall unless waived by the Owner, conduct a pre-bid conference with prospective bidders, the Architect-Engineer and Project Manager. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

(5) Bonds

In accordance with the provisions of Section 255.05, Florida Statutes, the Construction Manager shall provide to the Owner, on forms furnished by the Owner, a 100% Performance Bond and a 100% Labor and Material Payment Bond each in an amount not less than the total Construction Cost as defined in Article 9 and inclusive of the Construction Manager's fees.

To be acceptable to the School District of Indian River County as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the state of Florida, Department of Insurance, authorizing it to write surety bonds in the state of Florida.
2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
5. If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
 - A. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

POLICY

REQUIRED

<u>CONTRACT AMOUNT</u>	<u>HOLDER'S RATING</u>	<u>FINANCIAL RATING</u>
\$ 500,000- 1,000,000	A-	Class I
1,000,000- 2,000,000	A-	Class II
2,000,000- 5,000,000	A-	Class III
5,000,000- 10,000,000	A-	Class IV
10,000,000- 25,000,000	A-	Class V
25,000,000- 50,000,000	A-	Class VI
50,000,000- 100,000,000	A-	Class VII

B. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policyholders, provided:

- (a) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the state of Florida, Department of Insurance to do business in this state have been met.
- (b) In the case of the Surety Insurance Company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

(6) Quality Control

The Construction Manager shall develop and maintain a program, acceptable to the Owner and Architect-Engineer, to assure quality control of the Construction. He shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and Specifications and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of work and conformance with the requirements of the Specifications and plans, the Owner shall be the final judge of performance and acceptability.

(7) Subcontractor Interfacing

The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractor and shall review the costs of those proposals and advise the Owner and Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work is begun on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. He shall also carefully review all shop drawings and then forward the same to the Architect-Engineer for review and actions. The Architect-Engineer will transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. He shall request the Architect-Engineer to make interpretations of the Drawings or Specifications requested of him by the subcontractors and shall maintain a suspense control system to promote timely response. He shall advise the Project Manager and Architect-Engineer when timely response is not occurring on any of the above.

(8) Permits

The Owner shall secure all necessary building permits from the permitting authority and all necessary utility connection permits, the cost of which will be considered a direct cost item.

(9) Job Site Requirements

- (a) The Construction Manager shall provide for each of the following activities as a part of his Construction Phase Fee:
 - 1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.
 - 2. Maintain a roster of companies on the Project with names and telephone numbers of key personnel.

3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
 4. Provide labor relations management for a harmonious, productive project.
 5. Provide a safety program for the Project to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice.
 6. Provide a quality control program as developed under Article 2.4(6) hereinabove.
 7. Miscellaneous office supplies that support the construction efforts which are consumed by his own forces.
 8. Travel to and from his home office to the Project site as the Project requires.
- (b) The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:
1. Schedule the services of independent testing laboratories and provide the necessary testing of materials to ensure conformance to contract requirements.
 2. The printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

(10) Job Site Administration

As part of the Job Site Fee, the Construction Manager shall provide job site administrative functions during construction. Job site administration includes holding, in conjunction with the Architect-Engineer, job meetings on at least a monthly basis. Administration also includes plan review & approval, construction material management, reporting functions and payment & accounting activities.

(a) Job Meetings

The intent of the job site meeting is to preplan work and reinforce schedules and for establishing procedures, responsibilities, and identification of authority. The intent is also to assure proper documentation, including but not limited to such things as the following:

Topics of discussion shall include, but not be limited to the following:

- (1) Review and coordination of each subcontractor's work.
- (2) Review and implementation of revisions to the Schedule.
- (3) Discussion and resolution of issues and barriers to completing the job.
- (4) Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solution.
- (5) Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.

(b) Shop Drawing Submittals/Approvals

Provide staff to check shop drawings and to implement procedures for submittal and transmittal to the Architect-Engineer of such drawings for action, and closely monitor their submittal and approval process.

(c) Material and Equipment Expediting

Provide staff to closely monitor material and equipment deliveries, critically important checking and follow up procedures on supplier commitments of all subcontractors.

(d) Payments to Subcontractors

Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.

(e) Document Interpretation

Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer.

- (f) Reports and Project Site Documents
Record the progress of the Project. Submit written progress reports to the Owner and the Architect-Engineer, including information on the subcontractor's work, and the percentage of completion. Keep a daily log available to the Owner, the Architect-Engineer and the Permitting Authority inspectors.
- (g) Subcontractor's Progress
Prepare periodic punch lists for subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.
- (h) Substantial Completion
Ascertain when the work or designated portions thereof are ready for the Architect-Engineer's substantial completion inspection. From the Architect-Engineer's list of incomplete or unsatisfactory items, prepare a schedule for their completion indicating completion dates for the Owner's review. If the Construction Manager wishes the Architect-Engineer to conduct a pre-substantial completion inspection in conjunction with his own forces, the Architect-Engineer will prepare the pre-substantial punch list from which the Construction Manager will develop a completion schedule. The Architect-Engineer will issue a Certificate of Substantial Completion when the work on his pre-substantial punch list has been accomplished. **See Exhibit D**
- (i) Final Completion Monitor the subcontractor's performance on the completion of the Project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books including the Final Completion Form shown in **See Exhibit E**
- (j) Start Up With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start up and testing by the trade Construction Managers.
- (k) Record Drawings
During the progress of the work, the Construction Manager shall require the plumbing, air conditioning, heating, ventilating, elevator and electric subcontractors to record on their field sets of drawings the exact locations, as installed, of all conduit, pipe and duct lines whether concealed or exposed which were not installed exactly as shown on the contract drawings. The Construction Manager shall also record all drawing revisions that have been authorized by Change Order that effect wall or partition locations, door and window locations and other template changes. The exact routing of conduit runs shall be shown on these drawings.

Upon completion of the work, this data shall be recorded to scale utilizing a computer aided design and drafting application (CADD). Two (2) sets of disk files will be furnished to the Construction Manager by the Architect-Engineer, but cost shall be borne by the Construction Manager. Each drawing shall be noted "As Built" and shall bear the date and name of the subcontractors that performed the work. Where the work was installed exactly as shown on the contract drawings, the sheets shall not be disturbed except as noted above.

The Construction Manager shall review the completed "As Built" drawings and ascertain that all data furnished on the drawings is accurate and truly represents the work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the work, the Construction Manager shall furnish true elevations and locations, all properly referenced by using the original bench mark used for the institution or for this Project. The disks shall be submitted to the Architect-Engineer when completed, together with two (2) sets of blue-line or black-line prints for certification and forwarding to the Using Agency, at the time of final completion.

- (11) Administrative Records
The Construction Manager will maintain at the job site, unless agreed to otherwise by the Project Manager, on a current basis, files and records such as, but not limited to the following:

Contracts or Purchase Orders
Shop Drawing Submittal/Approval Logs

Equipment Purchase/Deliver Logs
 Contract Drawings and Specifications with Addenda
 Warranties and Guarantees
 Cost Accounting Records: Sales Tax Recovery Status Report; Labor Costs; Material Costs
 Equipment Costs
 Cost Proposal Requests
 Payment Request Records
 Meeting Minutes
 Cost Estimates
 Bulletin Quotations
 Lab Test Reports
 Insurance Certificates and Bonds
 Contract Changes
 Purchase Orders
 Material Purchase Delivery Logs
 Technical Standards
 Design Handbooks
 "As Built" Marked Prints
 Operating & Maintenance Instructions
 Daily Progress Reports
 Monthly Progress Reports
 Correspondence Files
 Transmittal Records
 Inspection Reports
 Bid/Award Information
 Bid Analysis and Negotiations
 Punch Lists
 Suspense (Tickler) Files of Outstanding Requirements

The Project Records shall be available at all times to the Owner and Architect-Engineer for reference or review.

(12)

Owner Occupancy

The Construction Manager shall provide services during the Design and Construction Phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the Construction Manager "on line" in such conditions as will satisfy Owner operational requirements.

The Construction Manager shall oversee the preliminary punch list inspection and coordinate the completion of all punch list work to be done with Owner occupancy requirements in mind.

The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability. He shall provide operational training in equipment use, for building operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.

The Owner will not occupy or take control of the Project until the above items discussed in this paragraph have been completed and the Substantial Completion, Start Up, Record Drawing and Warranty requirements specified in paragraphs 2.4(10)(i), 2.4(10)(j), 2.4(10)(h) and 2.4(13) have been completed to the Owner's satisfaction excluding the requirements for a warranty inspection nine (9) months after Owner Occupancy.

(13)

Warranty

Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such Work will be new except where indicated otherwise in Contract documents, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications. With respect to the same Work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one (1) year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the

Contract documents. Also, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection nine (9) months after the date of Owner Occupancy.

ARTICLE 3 OWNER'S RESPONSIBILITIES

- 3.1 Owner's Information The Owner shall provide full information regarding his requirements for the Project.
- 3.2 Owner's Representative The Owner shall designate a representative who shall be fully acquainted with the Project and shall define the lines of Owner authority to approve Project Construction Budgets and changes in Project. He shall render decisions promptly and furnish information expeditiously.
- 3.3 Architect and Engineer's Agreement The Owner shall retain an Architect-Engineer for design and to prepare Construction documents for the Project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.
- 3.4 Site Survey and Reports The Owner shall provide for the furnishing for the site of the Project all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations and a legal description.
- 3.5 Approvals and Easements The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 3.6 Legal Services The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3.5 and such auditing services as he may require.
- 3.7 Drawings and Specifications The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.
- 3.8 Cost of Surveys and Reports The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.
- 3.9 Project Fault Defects If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, he shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.
- 3.10 Funding The Owner shall furnish in accordance with the established Schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.
- 3.11 Lines of Communication The Owner and Architect-Engineer shall communicate with the subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.
- 3.12 Lines of Authority The Owner shall establish and maintain lines of authority for his personnel and shall provide this definition to the Construction Manager and all other affected parties.
- 3.13 Permitting and Code Inspections Owner recognizes and coordinates with the Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 4 PERMITTING AND INSPECTION

Construction will be inspected for code compliance, compliance with Drawings and Specifications, and quality by inspectors working for the Permitting Authority. The building permitting and code inspection requirements shall be as described in Articles 4.1 through 4.2 hereinafter.

- 4.1 Building Permits

The Construction Manager shall provide the following information to the Permitting Authority and obtain approval from the Permitting Authority prior to beginning construction:

- (1) Three (3) sets of documents, signed, sealed and dated by the Architect-Engineer, with all addenda enclosed with each set. These documents may be sent to the Permitting Authority prior to sending the building permit application addressed in 4.1(2) hereinafter.

4.2 Code Inspections

All projects require detailed code compliance inspections during construction in disciplines determined by the Permitting and general building.

Inspection personnel will be provided by the Permitting Authority. Names, addresses, and phone numbers of the inspectors will be provided to the Construction Manager by the Permitting Authority.

The Construction Manager shall notify the appropriate inspector(s), no less than twenty-four (24) hours in advance that the work is ready for inspection and before the work is covered up. Work not inspected and approved prior to cover-up shall be uncovered for inspection when directed by the Permitting Authority. All costs for uncovering and reconstruction shall be borne by the Construction Manager.

All inspections shall be made for conformance with the applicable building codes, compliance with drawings and specifications and quality.

Costs for all re-inspections of work found defective and subsequently repaired shall be borne by the Construction Manager.

ARTICLE 5 SUBCONTRACTS

- 5.1 Definition A subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at the site. Nothing contained in the Contract Document shall create any contractual relation between the Owner or Architect-Engineer and any subcontractor.

5.2 Proposals

Subject to Article 9 and, in accordance with Article 2.4(4), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the most qualified respondent, after review of each proposal and satisfaction that the subcontractor is qualified to perform the work.

5.3 Required Subcontractors' Qualifications and Subcontract Conditions

5.3.1 Sub contractual Relations

Subcontractor to the Construction Manager shall be held to the same terms and conditions as described herein.

5.3.2 Subcontract Requirements

- (1) On all subcontracts where the bid exceeds \$100,000, the Construction Manager may require subcontractors to provide a 100% Performance Bond and a 100% Labor and Material Payment Bond from a Surety Company authorized to do business in the state of Florida by the Department of Insurance. If the Construction Manager wishes to award subcontracts to Construction Managers unable to supply this bonding, he may request special authorization to do so. Upon providing justifiable background information, such authorization shall not be withheld unreasonably.
- (2) The subcontractor financial condition must demonstrate that adequate fixed and liquid assets and equipment are available to properly perform the subcontract.
- (3) Work force The subcontractor must agree to perform no less than 15% of the Project Construction Work utilizing its own employees.
- (4) Subcontractor Experience The subcontractor must have successfully completed no less than two (2) projects of similar size and complexity within the last five (5) years.

(5) Supervision The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent position.

(6) All subcontracts shall provide:

(a) **LIMITATION OF REMEDY – NO DAMAGES FOR DELAY**

That the subcontractor’s exclusive remedy for delays in the performance of the Contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event of a change in the work, the subcontractor’s claim for adjustments in the Contract Sum are limited exclusively to its actual costs for such changes plus no more than 15% for Overhead and Profit and bond costs.

Each subcontract shall require the subcontractor to expressly agree that the foregoing constitute the sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies for claim for increase in the Contract Price, damages, losses or additional compensation.

(b) Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions

The Construction Manager shall be responsible to the Owner for the acts and omissions of his employees and agents and his subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a Contract to the Construction Manager.

5.5 Subcontracts to be provided

The Construction Manager shall include a copy of each subcontract including the general supplementary conditions, in the Project Manual

**ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

6.1 At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master Project Schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the Construction in accordance with the agreed upon Substantial Completion Date, Final Completion Date and Owner Occupancy Date. Any request for extensions of the Final Completion Date must be approved by the School District of Indian River County. Determination of final completion and acceptance shall be approved by the School District of Indian River County. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner

6.2 The date of Owner Occupancy shall occur as described in Article 2.4(12) hereinabove. Warranted called for by this Agreement or by the Drawings and Specifications shall commence on the date of Owner Occupancy of the Project

**ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION**

- 7.1 When the Construction Documents are sufficiently complete to establish the scope of work for the Project or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer and Construction Manager upon execution of this Agreement, which is to be used only as a guide in developing the Specifications and plan data necessary to establish a Guaranteed Maximum Price, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the Owner for his approval a Guaranteed Maximum Price, guaranteeing the maximum price to the Owner, for the Construction Cost of the Project or designated part thereof. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10. However, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs, and direct job costs as defined under Article 9, plus the Construction Manager's fees or the GMP, whichever is less when the work is complete.
- 7.2 The GMP will only include those taxes in the Cost of the Project which are legally enacted at the time the GMP is established.
- 7.3 When the Project is bid and 100% of the Trade Contracts have been executed, the contingency within the GMP shall be decreased in proportion to the percent of the work completed. In other words, if 10% of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then 10% of the contingency within the GMP will be removed from the GMP by Change Order.
- 7.4 At the time of submission of a Guaranteed Maximum Price, the Construction Manager will verify the time schedule for activities and work which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. In addition to the cost of work, a GMP will include an agreed upon sum as the Construction Contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the Owner. Documentation for use of the Contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. The Architect-Engineer shall verify the actual costs. If bids are received below the applicable line items in the GMP, the surplus will be added to the contingency.

If bids are received above the applicable line item in the GMP, the deficiency will be taken from the contingency; however, such events shall not be cause to increase the GMP.

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

**ARTICLE 8
CONSTRUCTION MANAGER'S FEE**

- 8.1 In consideration of the performance of the contract, the Owner agrees to pay the Construction Manager as compensation for his services, fees as set forth in Subparagraphs 8.1.1, 8.1.2 and 8.1.3. Contingent upon funds being approved by the Board on a yearly fiscal basis.

8.1.1 Design Phase Fee - \$128,634.00

8.1.2 Construction Phase Fee Prior to commencement of the Construction Phase, the Owner will direct the Construction Manager in writing to proceed into the Construction Phase. The Construction Manager's compensation for work or services performed during the Construction Phase shall be a fee of \$ TBD w/GMP (However, the Owner retains the right to review the need and effectiveness of any employee or employees assigned by the Construction Manager, should the Project Manager question the need for the employee or employees.) The Construction Phase Fee shall be paid in TBD w/GMP Monthly payments of \$ TBD w/GMP each. The first monthly payment shall become due thirty (30) days following the issuance of the first Construction Authorization by the Project Manager and the final monthly payment shall be paid only when construction of the Project is finally completed and occupancy of the Project accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner.

- (1) Adjustments in Fee For changes in the Project as provided in Article 10, the Construction Phase Fee shall be adjusted as follows:
- (a) The Construction Manager shall be paid an additional fee subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.
 - (b) Should the duration of the construction stipulated herein for Final Completion extend **TBD w/GMP Months** after the Notice-To-Proceed, receipt of final drawings and specifications, or receipt of all necessary permits, whichever is later, due to no fault of the Construction Manager, the Construction Manager's Additional Construction Phase Fee will be **\$500.00** per working day, for each day or portion thereof. The Construction Manager's staff during such time extensions will be reduced to that shown in **Exhibit H**.
 - (c) The Construction Manager will not be due any additional Overhead and Profit on increases in the Guaranteed Maximum Price (GMP) that do not exceed **\$100,000** should the GMP be increased by more than **\$100,000** under the terms of Article 10 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Overhead and Profit for the Construction Phase will be five percent (5%) of that portion of the accumulative increases in the GMP that exceeds the GMP by more than **\$100,000**.
- Construction Manager's Exclusive Remedy: In the event the Construction Substantial or Final Completion Date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's Sole and Exclusive Remedy is an extension of the Construction Completion Date and payment of additional Construction Phase Fees and Overhead and Profit for Construction Phase as provided above.
- (2) Costs and Expenses Included in Fee The following are included in the Construction Manager's fee for services during the Construction Phase:
- (a) Salaries or other compensation of the Construction Manager's employees at his principal office and branch offices.

The Construction Manager's personnel to be assigned during the Construction Phase, their duties and responsibilities to this Project and the duration of their assignments are shown on Exhibits I and J.
 - (b) General operating expenses related to this Project of the Construction Manager's principal and branch offices.
 - (c) The costs of all data processing staff.
 - (d) Salaries or other compensation of the Construction Manager's employees at the job site. The Construction Manager's personnel to be assigned to the site during the Construction Phase under the job site management and supervision fee, their duties and responsibilities and the duration of their assignment are shown on Exhibit J.
 - (e) General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.
 - (f) Those services set forth in Article 2.3(9)(a).
 - (g) Job office supplies to include paper, pencils, paper clips, file folders, staples, etc. and janitorial supplies (photo copy or blue print paper not included).
 - (h) Relocation expenses for Construction Manager's personnel.

8.1.3 Overhead and Profit for Construction Phase For Overhead, Profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the Construction Phase, the fee shall be **4.75 %** and shall be paid proportionately to the ratio of the cost of the work in place, excluding stored materials and less retainage (see Article 12.1), as it bears on the latest estimate of the total Construction cost or to the GMP or to the Owner's Construction Budget, whichever is less. The balance of the fee shall be paid when construction

of the Project is finally completed and occupancy of the Project accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Overhead and Profit for Construction Phase Fee is provided in Article 8.1.1(1).

ARTICLE 9 COST OF THE PROJECT

9.1 Definition

The term Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for construction services and paid by the Construction Manager which are not included in the Construction Phase Fee. Such costs shall include the items set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Cost of the Project as defined in Article 9. Such payment shall be in addition to the Construction Manager's fees stipulated in Article 8.

9.2 Direct Cost Items

- (1) Wages paid for labor (as opposed to wages paid to management or supervisory personnel) in the direct employ of the Construction Manager in the performance of his work under Agreement, times a multiple of 1.50 to cover fringe benefits.
- (2) Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.
- (3) Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for their work performed pursuant to contract under this Agreement.
- (4) Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities, including office facilities for Construction Manager and Owner's representative and hand tools not owned by the workmen, which are employed or consumed in the performance of the work, cost on such items used but not consumed which may be turned over to the Owner at the end of the Project and cost less salvage value on such items used but not consumed which remain the property of the Construction Manager. For those items to be turned over to the Owner at the end of the Project, Article 2.3(6) shall apply.
- (5) Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a subcontractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.
- (6) Cost of the premiums for all insurance and cost of premiums for all bonds which the Construction Manager is required to procure by this Agreement specifically for the Construction Project. This includes any subcontractor bonds the Construction Manager deems appropriate.
- (7) Sales, taxes, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.
- (8) The cost of corrective work subject, however, to the GMP and except for any corrective work made necessary because of defective workmanship or other causes contributed to by the Construction Manager or his subcontractors or suppliers.

No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager.
- (9) Minor expenses at the site, such as telegrams, long distance telephone calls, telephone service, expressage, postage and similar petty cash items in connection with the Project to be billed at cost.
- (10) Costs for trash and debris control and removal from the site.

- (11) Cost incurred due to an emergency affecting the safety of persons and property.
- (12) Legal costs reasonably and properly resulting from prosecution of the Project for the Owner, including handling claims for changes by subcontractors and vendors, subject to the following limitations:
 - (a) The Owner approved incurring such costs in advance, which approval shall not be unreasonable denied; and
 - (b) The legal costs were not incurred as result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for Change Orders or in enforcing the obligations of this contract.
- (13) All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Manager's fees as set forth in Article 8.
- (14) If requested by the Owner, the Construction Manager will perform all or a portion of the General Conditions Work for the cost of the work.
- (15) If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate of GMP breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the work.
- (16) Transportation outside of Indian River County for those personnel employed directly for the Project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and may be in accordance with the Construction Manager's standard personnel policy but not exceeding the limits established by Florida Statutes 112.061.
- (17) Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.
- (18) Costs for watchman and security services for the Project.
- (19) Costs for efficient logistical control of the site, including horizontal and vertical transportation materials and personnel. Also, costs for adequate storage and parking space.
- (20) Costs for such temporary facilities during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.
- (21) Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the work.

**ARTICLE 10
CHANGE IN THE PROJECT**

- 10.1 Change Orders The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, the GMP and the Construction Completion Date, being adjusted accordingly. All changes in the Project not covered by an authorized contingency shall be authorized by Change Order signed by the Owner before the change is implemented.
- 10.1.1 A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, the Construction Manager's fee, or the Construction Completion Date. Each adjustment in the GMP resulting from a Change Order shall clearly separate the amount attributable to the Cost of the Project.
- 10.1.2 The increase or decrease in the Guaranteed Maximum Price (GMP) resulting from a change in the Project shall be determined in one or more of the following ways:

- (1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;
- (2) by unit prices stated in the Agreement or subsequently agreed upon;
- (3) by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or
- (4) by the method provided in Subparagraph 10.1.3.

10.1.3 If none of the methods set forth in Clause 10.1.2 is agree upon, the Construction Manager, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Architect-Engineer will establish an estimated cost of the work, and the Construction Manager shall not perform any work whose cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Article 10.1.2 above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Project as outlined in Article 9. The amount of decrease in the GMP to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

10.1.4 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and GMP shall be equitably adjusted.

10.1.5 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications or Owner furnished information, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement, be encountered, the GMP and the Construction Completion Date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

10.2 Claims for Additional Cost or Time

All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.

If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the Completion Date, the Substantial Completion shall be extended by Change Order for such reasonable time as the Construction Team may determine. Any such claims for additional cost or time must be approved by the School District of Indian River County.

Only delays which are determined to extend the critical path of the Schedule for constructing the Project will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project

The Architect-Engineer will have authority to order minor changes in the Project not involving an adjustment in the GMP or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be effected by written order. Documentation of changes shall be determined by the Construction Team, including the Project Manual and displayed monthly in the PMIS. Changes shall be approved by the Project Manager, Architect-Engineer.

10.4 Emergency

In any emergency affecting the safety of persons or property, the Construction Manager shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the GMP or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in Article 10.

**ARTICLE 11
DISCOUNTS AND PENALTIES**

- 11.1 All discounts for prompt payment shall accrue to the Owner to the extent the Cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the Cost of the Project is paid with funds to the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Project. All penalties incurred due to the fault of the Construction Manager for late payment of Cost of the Project will be paid by the Construction Manager.

ARTICLE 12 PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements

The Construction Manager shall submit to the Owner a statement, sworn to if required, along with the cost reports required under Article 2.1.5, showing in detail all monies paid out, cost accumulated or costs incurred on account of the Cost of the Project during the previous period and the amount of the Construction Manager's fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in Exhibit K. Ten percent (10%) retainage shall be held on all payments until the contract is fifty percent (50%) complete. Except when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At 50% completion, the Owner may approve a reduction of the retainage from 10% to 5% at his discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in Article 18.6, hereinafter.

12.2 Final Payment

Final Payment constituting the unpaid balance of the Cost of the Project and the Construction Manager's Fee, shall be due and payable as described in Article 17.6 after the Owner has accepted occupancy of the Project, provided that the Project be then finally completed, that the Construction Manager has verified by his signature that he has completed all items specified on the attached Exhibit L, and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager and the Architect-Engineer shall list those items prior to receiving Final Payment, and the Owner may retain a sum equal to 200% of the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, Owner shall pay to Construction Manager, monthly, the amount retained for each incomplete item after each of said items is completed.

12.3 Payments to Subcontractors

The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of ten percent (10%) until the Project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from 10% to 5% thereafter. If there should remain items to be completed, the Construction Manager and Architect-Engineer shall list those items required for completion, and the Construction Manager shall require the retainage of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimate cost of completing any unfinished items likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors, monthly; the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete.

Final Payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

12.4 Delayed Payments by Owner¹

If the Owner should fail to pay the Construction Manager within thirty (30) days after the receipt of an approvable payment request from the Construction Manager, then the Construction Manager may, upon seven (7) additional days written notice to the Owner and the Architect-Engineer, stop the Project until payment of the amount owing has been received.

12.5 Withholding Payments to Subcontractors

The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. Should this occur for any reason, the Construction Manager shall immediately return such monies to the Owners, adjusting pay requests and project bookkeeping as required.

¹ Subject to Article 18.6

**ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION**

13.1 Indemnity

- (1) The Construction Manager agrees to indemnify and hold the Owner and Architect-Engineer harmless from all claims for bodily injury and property damage (other than the work itself and other property insured under paragraph 13.2(3)) that may arise from the Construction Manager's operations under this Agreement.
- (2) The Owner shall cause any other Construction Manager who may have a contract with the Owner to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the Owner and the Construction Manager and hold them harmless from all claims for bodily injury and property damage (other than property insured under Paragraph 13.2(3)) that may arise from the Construction Manager's operations. Such provisions shall be in a form satisfactory to the Construction Manager.

13.2 Construction Manager's Insurance

(1) The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

(2) Worker's Compensation Insurance The Construction Manager shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all his employees connected with the work of this Project, and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

(3) Construction Manager's Public Liability and Property Damage Insurance The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

(a)	Construction Manager's Comprehensive General Liability Coverage, Bodily Injury & Property Damage	\$1,000,000 Each Occurrence Combined Single Limit
(b)	Automobile Liability Coverage Bodily Injury & Property Damage	\$1,000,000 Each Occurrence Combined Single Limit
(c)	Excess Liability, Umbrella Form	\$1,000,000 Each Occurrence Combined Single Limit

Insurance clause for both Bodily Injury and Property Damage shall be amended to provide coverage on an occurrence basis.

(Reference School Board Policy 10.13)

(4) Subcontractor's Public Liability and Property Damage Insurance The Construction Manager shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

(5) Owner's and Construction Manager's Protective Liability Insurance The Construction Manager shall procure as a cost of the Project and furnish an Owner's and Construction Manager's Protective Liability Insurance Policy with the following minimum limits:

(a)	Bodily Injury Liability & Property Damage Liability	\$1,000,000 Each Occurrence Combined Single Limit
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- (6) “XCU” (Explosion, Collapse, Underground Damage) The Construction Manager’s Liability Policy shall provide “XCU” coverage for those classifications in which they are excluded.
- (7) Broad Form Property Damage Coverage, Products & Completed Operations Coverage The Construction Manager’s Liability Policy shall include Broad Form Property Damage Coverage, products and Completed Operations Coverage.
- (8) Contractual Liability Work Contracts The Construction Manager’s Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.
- (9) Indemnification Rider
- (a) To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.
 - (b) In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts.
 - (c) The obligations of the Construction Manager under this Article 13.2(9) shall not extend to the liability of Architect-Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, his agents or employees providing such giving or failure to give is the primary cause of the injury or damage.
 - (d) The Construction Manager hereby acknowledges receipt of ten (\$10) dollars and other good and valuable consideration from the Owner and acknowledges receipt of ten (\$10) dollars and other good and valuable consideration from the Architect-Engineer in exchange for giving the Owner and Architect-Engineer, respectively, the indemnification provided above in Article 13.2.9.
- (10) Builder’s Risk Coverage
The Construction Manager shall take out and maintain during the life of this Agreement a Builder’s Risk Policy completed value form as a cost of the Project, issued to provide coverage on an “all risk” basis including theft. This coverage shall not be lapsed or canceled because of partial occupancy by the Owner prior to final acceptance of the Project.
- (11) Certification of Insurance
The Owner shall be furnished proof of coverage of insurance as follows:
Certificate of Insurance form will be furnished to the Owner along with the Contract Documents. These shall be completed and signed by the authorized Florida Resident Agent and returned to the office of the Division of Building Construction. This Certificate shall be dated and show:
- (1) The name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date and its termination date.
 - (2) Statement that the Insurer will mail notice to the Owner and a copy to the Architect-Engineer at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy.

- (3) Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO), and such Certificate shall clearly state all the coverage required in this Section commencing at 13.2 and ending with 13.3.4.

13.3 Waiver of Subrogation

- 13.3.1 The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
- 13.3.2 The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
- 13.3.3 The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- 13.3.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

**ARTICLE 14
TERMINATION OF THE AGREEMENT
AND
OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION**

14.1 Termination by the Construction Manager

If the Project is stopped for a period of thirty (30) days under an order of any court of other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit, damages and terminal expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause

- (1) If the Construction Manager fails to perform any of his obligations under this Agreement including any obligation he assumes to perform work with his own forces, the Owner may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligation, make good such deficiencies. The GMP, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies, and the Construction Manager's Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.
- (2) If the Construction Manager is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement, then Owner may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished, nor shall he be relieved from his obligations assumed under Article 7. Reasonable terminal expenses incurred by the Owner

may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

14.3 Termination by Owner Without Cause

- (1) If the Owner terminates this Agreement other than pursuant to Article 14.2(2) or Article 14.3(2), he shall reimburse the Construction Manager for any unpaid Cost of the Project due him under Article 9, plus that part of the unpaid balance of the Construction Phase Fee in an amount as will increase the payment on account of his fee to a sum which bears the same ratio to the Construction Phase Fee as the Cost of the Project at the time of termination bears to the GMP, if established, otherwise to the Owner's Construction Budget. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of Agreement the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Construction Manager has previously undertaken or incurred in good faith in connection with said Project. The Construction Manager shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps including the legal assignment of his contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the Construction Manager under such obligations or commitment.
- (2) After the establishment of the GMP or at the completion of the Design Phase, if the final cost estimates or lack of funding make the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the Construction Manager his proportionate fee due in accordance with Article 8.1 plus any costs incurred pursuant to Articles 9 and 10.

**ARTICLE 15
ASSIGNMENT AND GOVERNING LAW**

- 15.1 Neither the Owner nor the Construction Manager shall assign his interest in this agreement without the written consent of the other, except as to the assignment of proceeds.
- 15.2 This agreement shall be governed by the laws of the State of Florida.

**ARTICLE 16
NOTICE OF CLAIM, WAIVER OF REMEDIES, NO DAMAGES FOR DELAY**

- 16.1 The Owner's liability to Construction Manager for any claims arising out of or related to the subject matter of this contract, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:
- (a) All claims must be submitted as a Request for Change Order in the manner as provided herein;
 - (b) The Construction Manager must submit a Notice of Claim to Owner and to the Architect-Engineer within twenty (20) days of when the Construction Manager was or should have been aware of the occurrence of the event giving rise to the claim; and
 - (c) Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in the above paragraph.

- 16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim. As to matters subject to the determination by final agency action (not actions for breach of contract or tort) the Owner's written decision shall be final agency action unless the Construction Manager requests an administrative proceeding pursuant to Section 120.57, Florida Statutes, by filing a petition in compliance with Rule Chapter 60-4, FAC, within thirty (30) days of the Construction Manager's receipt of the Owner's determination.

The venue for all civil and administrative actions against the department shall be in Indian River County, Florida, unless otherwise agreed by the parties.

- 16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus five percent (5%) for profit. The Construction Manager expressly agrees that the foregoing constitute its Sole and Exclusive Remedies for delays and changes in such work, and eliminate any other remedies for claim for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

**ARTICLE 17
SUPPLEMENTARY CONDITIONS**

- 17.1 When the Construction Manager herein and or Construction Manager at Risk receives payment from the Owner for labor, services or materials furnished by subcontractor and suppliers hired by the Construction Manager, the Construction Manager shall remit payment due those parties within Ten (10) days after receipt of payment from Owner, unless otherwise provided for by Florida Law.
- 17.2 The parties hereto agree to develop a list of uncompleted items which shall be known as the "Punch List", which shall be those items that are required to be completed by the Construction Manager and or Construction Manager at Risk, which ever the case may be, within thirty (30) days after the date set for Substantial Completion in the Contract Documents. If the Project herein is a phased project the parties agree to develop such Punch List for each phase based upon the date(s) set for substantial completion of each phase within the time set forth above.

The Owner shall provide the Construction Manager and or the Construction Manager at Risk, which ever the case may be, with a list of Punch List items developed by either, the Owner, or its Architect and or Engineer or other consultant whichever the case may be. The Construction Manager and Construction Manager at Risk agree to the Punch List developed herein and process. Regardless of the foregoing, nothing herein shall alter the responsibility of the Construction Manager and or Construction Manager to complete all Construction services, material and items contracted herein by the Owner. The Owner shall have the right, but not the obligation, to withhold the Owners, Architects and or Engineers estimated cost of completion for such items on the Punch List referenced above. The Construction Manager and Construction Manager by execution of the Contract agree to the same. Regardless of any provision to the contrary, the Owner may withhold from each of the Construction Manager's and or construction Manager's pay requests an amount not to exceed Ten 10% of the payment as retainage until 50% of completion of the Work/Contract as determined by either the Owner or it Architect, Engineer or other consultant, as the case may be. The Construction Manager and Construction Manager by execution of the Agreement hereby agree to the same. After 50% completion of the Work/Project as determined herein the Owner agrees to reduce the retainage to five (5) % of each draw schedule/pay request progress payment of the Construction Manager and or Construction Manager. Regardless of the foregoing, nothing herein shall require the Owner to reduce retainage to the Construction Manager and or Construction manager if the Owner has determined that the Construction Manager is in default or if the Owner, or any of its consultants reasonably believes that the retainage and or future payments to the Construction Manager and or Construction Manager will not be enough for the Owner to complete the Project or cover its damages as a result of the Construction Manager and or Construction Managers breach or default or for any other reason, or there is a good faith dispute by Owner against the Construction Manager and or Construction Manager at Risk or its bonding company. This provision shall not apply to any funds related to such federal funds.

With regard to uncompleted Punch List item(s), the Owner may withhold 150% of the uncompleted item(s) until satisfactorily completed by the Construction Manager. Regardless of the foregoing, the requirements herein do not apply to contracts less than \$200,000 in value.

- 17.3 Any indemnification in this Contract is limited by Florida Law and shall be no greater than One Million Dollars.

**ARTICLE 18
MISCELLANEOUS**

- 18.1 Interest

Any monies not paid when due to either party under this contract shall not bear interest except as may be required by Section 215.422(3)(b), Florida Statutes (1989).

18.2 Harmony

Construction Manager is advised and hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by Construction Manager and his subcontractors for work on the project shall work in harmony with and be compatible with all other labor being used by building and construction, Construction Managers now or hereafter on the site of the Project.

Construction Manager further agrees that this provision will be included in all subcontracts of the subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.3 Apprentices

If the Construction Manager employs apprentices on the Project, the behavior of the Construction Manager and the Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the state of Florida Department of Labor and Employment Security. The Construction Manager will include a provision similar to the foregoing sentence in each subcontract.

18.4 Invoices Submitted Under Article 9

Invoices submitted under Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for any travel expenses shall be submitted in accordance with procedures specified in Section 112.061 of the Florida Statutes governing payments by the state for travel expenses.

18.5 Construction Manager's Project Records

The Construction Manager's Project Records shall be maintained as prescribed hereinabove for the minimum period required by Federal Law, and shall be made available to the Owner or his authorized representative at mutually convenient times. Project Records will be audited upon completion of project. If funds are found in audit to be owed to the Owner, the Contractor will be responsible for any deficiencies found, as well as the Auditor's fees.

18.6 Construction Manager's Payment Rights

The School District of Indian River County agrees to pay, within thirty (30) calendar days of receipt by the School District of Indian River County, all invoices approved by the School District of Indian River County for payment. The School District of Indian River County will not withhold payment without proper and adequate justification.

18.7 Public Entity Crime Information Statement

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a Construction Manager, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

18.8 Fiscal Funding

This Contract is subject to fiscal appropriation and is subject to fiscal funding out in accordance with Florida Law.

18.9 Liquidated Damages

At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 7, completion of the project in accordance with the master project schedule shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed upon days for Substantial Completion, Final Completion and Owner Occupancy. The Construction Manager acknowledges that failure to complete the project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. Liquidated Damages shall be assessed as specified in Article 8 of the General Conditions at a rate of \$500.00 per day until substantial completion is achieved.

18.10 Background Screening Requirement for Construction Managers

Florida Statutes School Law Section 1012.465

- (a) Non-instructional school district employees or *contractual personnel* who have direct contact with students or have access to or control of school funds must meet level 2 screening requirements as described in s. 1012.32, F.S.

- (b) Every 5 years following employment or *entry into a contract* in a capacity described in subsection (1), each person who is so employed or *under contract* with the School District must meet level 2 screening requirements as described in s. 1012.32, F.S. at which time the School District shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or *under contract* with the School District are not retained by the Department of Law Enforcement under s. 1012.32(3) (a) and (b), F.S. the person must file a complete set of fingerprints with the District School Superintendent of the employing or *contracting* School District. Upon submission of fingerprints for this purpose, the School District shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under s. 1012.32(3) (a) and (b), F.S. The cost of the state and federal criminal history check required by level 2 screening may be borne by the District School Board, the Construction Manager, or the person fingerprinted. Under penalty of perjury, each person who is employed or *under contract* in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under contract in that capacity.
- (c) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

FELLSMERE ELEMENTARY SCHOOL RENOVATION/EXPANSION/SDIRC # 2012-11

By: _____
Michael S. Geary

Title: Executive Vice President
Pirtle Construction Company

Date: May 11, 2012

Witness:

By: _____

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

By: _____

Mr. Jeffery Pegler

Title: Board Chairman

Date: _____

Witness:

By: _____
Dr. Frances J. Adams

Title: Superintendent

Date: _____

EXHIBIT A

**CONSTRUCTION TEAM ASSIGNED REPRESENTATIVES
RENOVATIONS AT FELLSMERE ELEMENTARY SCHOOL
PROJECT NO: 2012-11**

OWNER

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
1990 25TH STREET
VERO BEACH, FL 32960
MRS. SUSAN OLSON
772-564-5017

ARCHITECT

Edlund, Dritenbas, Binkley Architects and Associates, P.A.
65 Royal Palm Pointe, Suite D
Vero Beach, FL 32960
Mr. John Binkley
772-569-4320

CONSTRUCTION MANAGER

Pirtle Construction Company
Mr. Gary Pirtle
2101 Vista Parkway
Suite 105
West Palm Beach, FL 33411

Pinnacle Construction of the Treasure Coast LLC
Mr. Pete Clements
5585 U.S. Highway 1
Suite 2
Vero Beach, FL 32967

EXHIBIT B
OWNER'S CONSTRUCTION BUDGET
RENOVATIONS AT FELLSMERE ELEMENTARY SCHOOL
PROJECT NO: 2012-11

<u>ITEM DESCRIPTION</u>	<u>CONSTRUCTION BUDGET</u>
Preconstruction Budget	\$ 128,634.00
Construction Budget	\$ 7,746,366.00
Planning & Design	\$ 275,000.00
Furniture, Fixtures & Equipment	\$ 750,000.00
Extraordinary Expenses	\$ _____
Total Owner's Construction Budget	\$ 8,900,000.00

EXHIBIT C

CONTRACTOR'S PERSONNEL

(ON-SITE SUPPORT STAFF)

**RENOVATIONS AT FELLSMERE ELEMENTARY SCHOOL
PROJECT NO: 2012-11**

INDIVIDUAL

TITLE

Gary Pirtle

Project Director

Pete Clements

Project Manager

Brent Martin

Assistant Project Manager

RJ Madzi

Superintendent

Patty Walter

Project Coordinator

EXHIBIT D

**RENOVATIONS AT FELLSMERE ELEMENTARY SCHOOL
PROJECT NO: 2012-11**

A schedule of incomplete or unsatisfactory items listed for completion indicating completion dates for the Owner's review.

EXHIBIT E

**RENOVATIONS AT FELLSMERE ELEMENTARY SCHOOL
PROJECT NO: 2012-11**

Notice to Owner that project is ready for final inspections.

EXHIBIT "F"

**RENOVATIONS AT FELLSMERE ELEMENTARY SCHOOL
PROJECT NO: 2012-11**

Not Applicable

EXHIBIT G

**CONSTRUCTION MANAGER'S PERSONNEL
(TO BE ASSIGNED DURING DESIGN PHASE – OR PRECONSTRUCTION)**

**RENOVATIONS AT FELLSMERE ELEMENTARY SCHOOL
PROJECT NO: 2012-11**

<u>INDIVIDUAL</u>	<u>TITLE</u>	<u>DURATION (Months)</u>	<u>PERCENTAGE AVAILABLE</u>
Gary Pirtle	Project Director	5	30%
Pete Clements	Project Manager	5	75%
Brent Martin	Assistant Project Manager	5	60%
RJ Madzi	Superintendent	5	40%
Patty Walter	Project Coordinator	5	25%

EXHIBIT H

CONSTRUCTION MANAGER'S PER DIEM STAFF FOR TIME
(EXTENSIONS PER 8.1.2(1) (b))
RENOVATIONS AT FELLSMERE ELEMENTARY SCHOOL
PROJECT NO: 2012-11

<u>INDIVIDUAL</u>	<u>TITLE</u>	<u>PERCENTAGE AVAILABLE</u>
Gary Pirtle	Project Director	TBD
Pete Clements	Project Manager	TBD
Brent Martin	Assistant Project Manager	TBD
RJ Madzi	Superintendent	TBD
Patty Walter	Project Coordinator	TBD

EXHIBIT I

**CONSTRUCTION MANAGER'S PERSONNEL
(TO BE ASSIGNED DURING CONSTRUCTION OFF-SITE)**

**RENOVATIONS AT FELLSMERE ELEMENTARY SCHOOL
PROJECT NO: 2012-11**

<u>INDIVIDUAL</u>	<u>TITLE</u>	<u>DURATION</u> <u>(months)</u>	<u>PERCENTAGE</u> <u>AVAILABLE</u>
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EXHIBIT J

**CONSTRUCTION MANAGER'S PERSONNEL
(TO BE ASSIGNED DURING CONSTRUCTION ON-SITE)**

**RENOVATIONS AT FELLSMERE ELEMENTARY SCHOOL
PROJECT NO: 2012-11**

<u>INDIVIDUAL</u>	<u>TITLE</u>	<u>DURATION</u> <u>(months)</u>	<u>PERCENTAGE</u> <u>AVAILABLE</u>
Gary Pirtle	Project Director	TBD	TBD
Pete Clements	Project Manager	TBD	TBD
Brent Martin	Assistant Project Manager	TBD	TBD
RJ Madzi	Superintendent	TBD	TBD
Patty Walter	Project Coordinator	TBD	TBD

EXHIBIT K

Standard AIA Documents G702-703, Application and Certification for Payment.

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COMPLETE APPRAISAL ANALYSIS - SUMMARY APPRAISAL REPORT

LAND APPRAISAL REPORT

File No. 41933

IDENTIFICATION	Borrower <u>N/A</u>		Census Tract <u>503.02</u>	Map Reference <u>22 32 39</u>			
	Property Address <u>2700 47TH ST</u>						
	City <u>VERO BEACH</u>	County <u>INDIAN RIVER</u>	State <u>FL</u>	Zip Code <u>32967</u>			
	Legal Description <u>BEG AT SE COR OF NE 1/4 OF SE 1/4 RUN N, 276 FT, W 142 FT, S 276 FT, E 142 FT T BEG</u>						
	Sale Price \$ <u>N/A</u> Date of Sale <u>N/A</u> Loan Term <u>N/A</u> yrs. Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD						
NEIGHBORHOOD	Actual Real Estate Taxes \$ <u>298 2011</u> (yr.)		Loan charges to be paid by seller \$ <u>N/A</u> Other sales concessions <u>N/A</u>				
	Lender/Cient <u>CLINT RAHJES C/O CARTER ASSOCIATES INC.</u> Address <u>1708 21ST STREET, VERO BEACH, FL, 32960</u>						
	Occupant <u>N/A</u>		Appraiser <u>PETER D. ARMFIELD</u>	Instructions to Appraiser <u>32-39-22-00000-7000-00002.0 NOTE:</u>			
	2011 ASSESSED VALUE = \$16,910						
	Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Employment Stability	Good <input type="checkbox"/> Avg <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/>	
	Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Convenience to Employment	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	
	Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input type="checkbox"/> Steady	<input checked="" type="checkbox"/> Slow	Convenience to Shopping	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Schools	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	
	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	Adequacy of Public Transportation	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	
	Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input type="checkbox"/> 4-6 Mos.	<input checked="" type="checkbox"/> Over 6 Mos.	Recreational Facilities	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	
Present Land Use	<u>70</u> % 1 Family	<u>3</u> % 2-4 Fam	<u>2</u> % Apts.	<u>5</u> % Commercial	Adequacy of Utilities	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)				
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u>1</u> % Vacant	Property Compatibility	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		
Single Family Price Range	\$ <u>15,000</u> to \$ <u>125,000</u>		Predominant Value \$ <u>40,000</u>	Protection from Detrimental Conditions	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		
Single Family Age	<u>5</u> yrs. to <u>65</u> yrs.	Predominant Age <u>35</u> yrs.		Police and Fire Protection	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		
				General Appearance of Properties	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		
				Appeal to Market	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) <u>NEIGHBORHOODS AREA IS LOCATED NORTHWEST OF VERO BEACH. PROPERTY USES ARE TYPICALLY RESIDENTIAL WITH A WIDE VARIETY OF HOMES, AND RENTAL UNITS. SUPPORTING USES SUCH AS SCHOOLS, CHURCHES, AND CONVENIENCE COMMERCIAL SERVICES ARE ALSO INTERSPERSED WITH MOST COMMERCIAL ON ARTERIAL FRINGES.</u>							
SITE	Dimensions <u>142 X 271.92</u>		= <u>38612</u> SQ. FT.				
	Zoning Classification <u>RM10 MULTI/SINGLE FAMILY</u>		Present improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations				
	Highest and best use: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other (specify)		Corner Lot <input type="checkbox"/>				
	Elec.	<input checked="" type="checkbox"/> Public	OFF SITE IMPROVEMENTS		Topo <u>LEVEL</u>		
	Gas	<input type="checkbox"/> NONE	Street Access: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Size <u>LARGE</u>	Shape <u>REGULAR</u>		
	Water	<input checked="" type="checkbox"/>	Maintenance: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	View <u>RESIDENTIAL/SCHOOL</u>	Drainage <u>ADEQUATE</u>		
	San. Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter	Is the property located in a HUD Identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
		<input type="checkbox"/> Underground Elect. & Tel.	<input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights				
	Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) <u>MAP 12061C0156 ZONE X. THE SUBJECT SITE IS AN UNPLATTED PARCEL ADJACENT ON THE NORTH OF GIFFORD MIDDLE SEVEN SCHOOL. ACCESS HAS BEEN INDICATED TO BE ASSUMED AVAILABLE FROM 47TH PLACE WHICH IS AN UNPAVED ROAD STUB CONNECTING EASTWARD FROM 28TH CT. A PAVED STREET. *** SEE ADDITIONAL COMMENTS ***</u>						
	MARKET DATA ANALYSIS	The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.					
ITEM		Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3		
Address		<u>2700 47TH ST VERO BEACH, FL 32967</u>	<u>4251 27TH AV VERO BEACH, FL 32967</u>	<u>4301 30TH AV VERO BEACH, FL 32967</u>	<u>4429 25TH AV VERO BEACH, FL 32967</u>		
Proximity to Subj.			<u>0.53 MILES S</u>	<u>0.51 MILES S</u>	<u>0.37 MILES SE</u>		
Sales Price		\$ <u>N/A</u>	\$ <u>6,000</u>	\$ <u>12,000</u>	\$ <u>10,000</u>		
Price		\$	\$ <u>120.00</u>	\$ <u>90.91</u>	\$ <u>100.00</u>		
Data Source		<u>INSPECTION</u>	<u>PUBLIC REC OR BK 2538/464</u>	<u>P REC OR BK 2457/714 & MLS</u>	<u>PUBLIC REC OR BK 2401/1506</u>		
Date of Sale and Time Adjustment		<u>N/A</u>	<u>11/29/2011</u>	<u>11/06/2010</u>	<u>02/25/2010</u>		
Location		<u>NW VERO BEACH</u>	<u>NW VERO BEACH</u>	<u>NW VERO BEACH</u>	<u>NW VERO BEACH</u>		
Site/View		<u>RESIDENTIAL</u>	<u>RESIDENTIAL</u>	<u>RESIDENTIAL</u>	<u>RESIDENTIAL</u>		
Site Area	<u>142X272</u>	<u>50 X 100 1 SITE</u>	<u>132 X 155 (3 SITES)</u>	<u>100 X 100 (2 SITES)</u>			
ZONING	<u>RM 10</u>	<u>RM 10</u>	<u>RM 10</u>	<u>RM 10</u>			
	<u>DAYS ON MKT</u>	<u>UNKN</u>	<u>145</u>	<u>UNKN</u>			
Sales or Financing Concessions		<u>CASH</u>	<u>CASH</u>	<u>CASH</u>			
		<u>NONE</u>	<u>NONE</u>	<u>NONE</u>			
Net Adj. (Total)		<input type="checkbox"/> Plus <input type="checkbox"/> Minus \$	<input type="checkbox"/> Plus <input type="checkbox"/> Minus \$	<input type="checkbox"/> Plus <input type="checkbox"/> Minus \$			
Indicated Value of Subject		<u>GROSS 0.0%</u>	<u>GROSS 0.0%</u>	<u>GROSS 0.0%</u>			
		<u>NET 0.0% \$ 6,000</u>	<u>NET 0.0% \$ 12,000</u>	<u>NET 0.0% \$ 10,000</u>			
Comments on Market Data: <u>SALES ARE VERY LIMITED IN THE NEIGHBORHOOD WHICH IS A FUNCTION OF THE SMALLER NUMBER OF VACANT SITES AND RECESSIONARY ECONOMY WHICH HAS NOT TYPICALLY SUPPORTED FEASIBILITY OF CURRENT RESIDENTIAL BUILDING. *** SEE ADDITIONAL COMMENTS ***</u>							
Comments and Conditions of Appraisal: <u>NO SALES OF SUBJECT OCCURRED WITHIN THREE YEARS NOR OF THE SALES WITHIN ONE YEAR. ESTIMATED EXPOSURE TIME IS ESTIMATED IN THE RANGE OF 6 MONTHS TO 12 MONTHS WHICH IS THE TIME ESTIMATED THAT THE SUBJECT WOULD HAVE HAD TO HAVE BEEN EXPOSED ON THE MARKET AT A COMPETITIVE ASKING PRICE TO HAVE RESULTED IN A SALE ON THE APPRAISAL DATE</u>							
Final Reconciliation: <u>SINGLE APPROACH TO VALUE OF VACANT SITE.</u>							
RECONCILIATION	I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF <u>APRIL 16</u> , 2012 to be \$ <u>15,000</u>						
	Appraiser(s)	Review Appraiser (if applicable) <input type="checkbox"/> Did <input type="checkbox"/> Did Not Physically Inspect Property					
	Signature	Signature					
	Name <u>PETER D. ARMFIELD</u>	Date <u>04/21/2012</u>	Name	Date			
	State <u>FL</u> License <input checked="" type="checkbox"/> Certification # <u>CERT GEN RZ524</u>	State	License	Certification #			

ADDITIONAL COMMENTS				
Borrower or Owner	N/A			
Property Address	2700 47TH ST			
City	VERO BEACH	County	INDIAN RIVER	State FL
Zip Code	32967			
Lender or Client	CLINT RAHJES C/O CARTER ASSOCIATES INC.			

Legal

NOTE: THE SUBJECT PROPERTY IS NOT ASSIGNED AN ADDRESS BY THE PROPERTY APPRAISER. THUS AN ADDRESS OF 2700 47TH PLACE HAS BEEN USED IN THIS APPRAISER AS AN AID TO IDENTIFICATION AND LOCATION OF THE SUBJECT PROPERTY. THUS THIS IS NOT AN OFFICIAL ADDRESS.

Site

ACCESS IS CURRENTLY NOT OPEN AND THUS THIS ASSUMPTION IS CONSIDERED AS AN EXTRAORDINARY ASSUMPTION WITH RESPECT TO THIS APPRAISAL. SHOULD LATER INFORMATION INDICATE THAT ACCESS IS NOT AVAILABLE FROM 47TH STREET, THE ESTIMATED VALUE COULD BE AFFECTED.

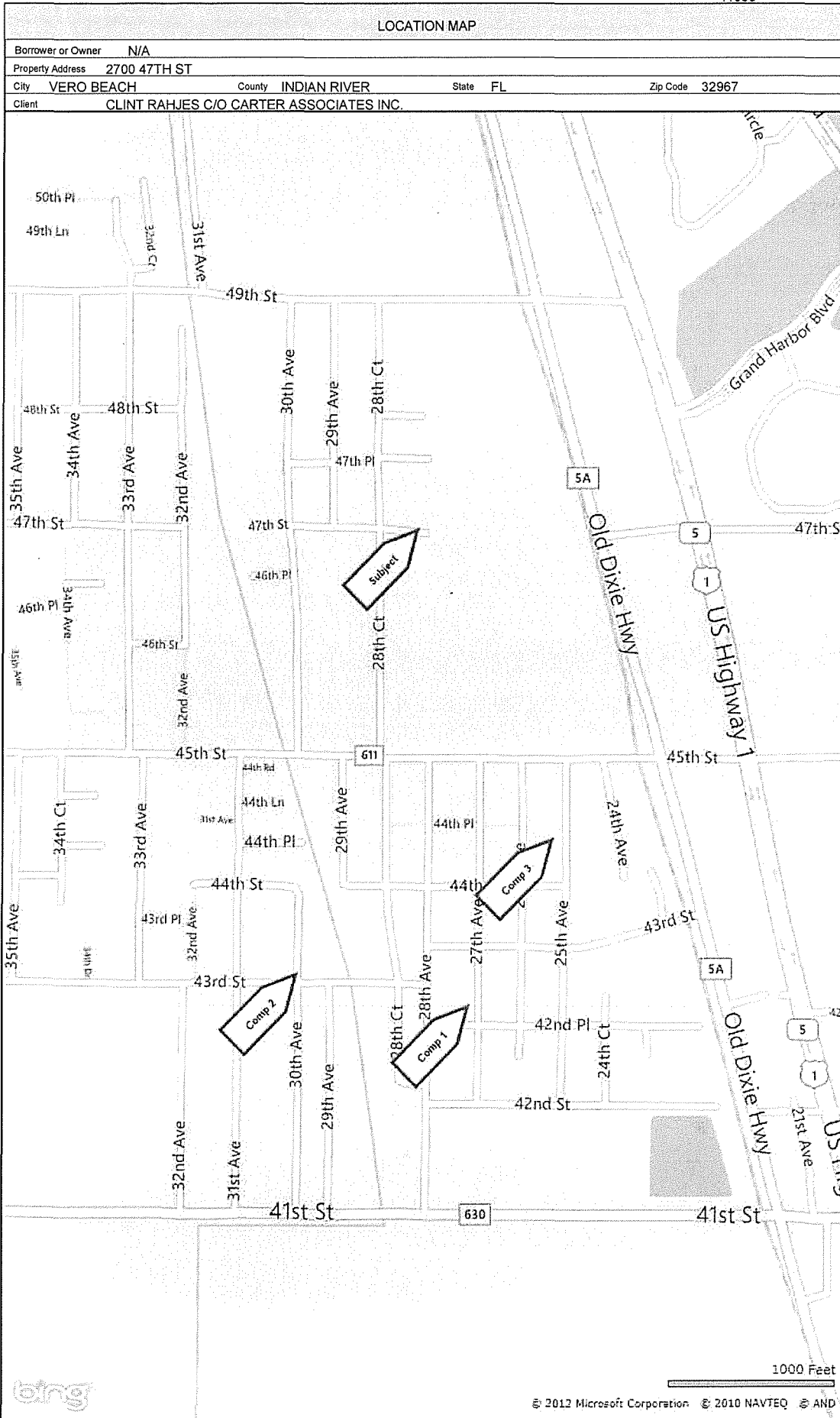
SUBJECT IS IN AN AREA OF PLATTED SINGLE FAMILY SITES THAT ARE MUCH SMALLER TYPICALLY IN THE SIZE RANGE OF 50X 100 FEET. THE LAND IN THE AREA IS ZONED FOR MULTIPLE FAMILY USE BUT ALSO SUPPORTS SINGLE FAMILY USE WHICH IS THE DEMONSTRATED USE PATTERN FOR THE AREA. SUBJECT IS TOO SMALL AND HAS LIMITED ROAD FRONTAGE AND ACCESS TO BE A CANDIDATE FOR MORE INTENSIVE USE BY SUBDIVISION, ESPECIALLY IN THE CURRENT ECONOMIC CLIMATE. THUS HIGHEST AND BEST USE IS ESTIMATED TO BE TO HOLD FOR FUTURE RESIDENTIAL USE, WITH MOST PROBABLE USE AS A LARGE SINGLE FAMILY SITE.

SECONDARY ACCESS MAY ALSO BE AVAILABLE FROM 47TH STREET EXTENSION AT THE SOUTHWEST CORNER OF THE SUBJECT.

Comments on Market Data

THE SALES ARE ALL LOCATED WITHIN THE OVERALL NEIGHBORHOOD AND HAVE SIMILAR ZONING AND ECONOMICS SUPPORTING SINGLE FAMILY USE. HOWEVER, THE MARKET APPEARS TO BE CONSIDERING THE PRICE BEING PAID ON A PER SITE BASIS FOR SMALL SITES. THIS BREAKS DOWN THE SALES SUPPORTING A VALUE RANGE OF FROM \$4000 TO \$6,000 PER SITE. THE SUBJECT SITE IS DISFAVORED BY THESE MOTIVATIONS AS IT HAS MOST PROBABLE HIGHEST AND BEST USE AS IN SUPPORT OF A SINGLE HOME DUE TO CONSTRAINTS OF COSTS OF SUBDIVISION, AND OF ACCESS.

THUS THE MARGINAL VALUE OF SUBJECT'S ADDITIONAL AREA IS MOST LIKELY CONSIDERABLY LESS THAN AVERAGE VALUE. BASED ON THE ANALYSIS MADE SUBJECT MARKET VALUE IS ESTIMATED TO BE SOMEWHAT ABOVE THE \$12,000 LEVEL OF SALE 2 (WHICH IS MOST COMPARABLE IN SIZE) AND FINAL ESTIMATE OF MARKET VALUE IS \$15,000.



SITE PLAN

Borrower or Owner	N/A		
Property Address	2700 47TH ST		
City	VERO BEACH	County	INDIAN RIVER
		State	FL
		Zip Code	32967
Client	CLINT RAHJES C/O CARTER ASSOCIATES INC.		



PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 2700 47TH ST

City VERO BEACH

County INDIAN RIVER

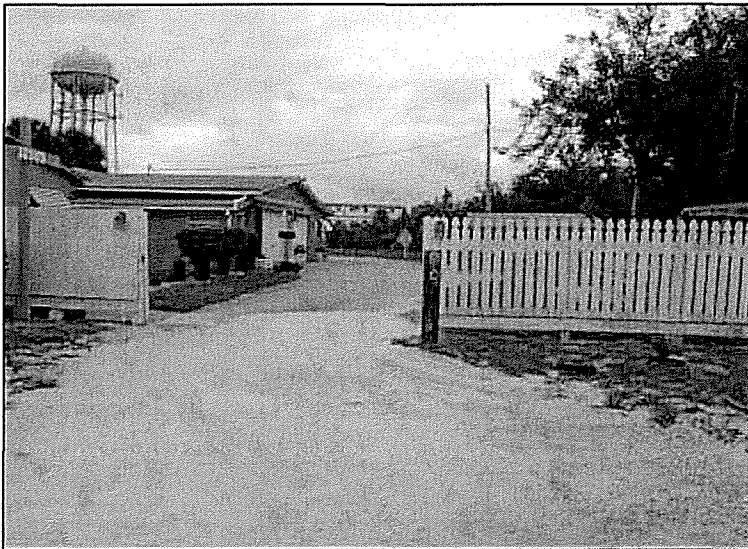
State FL

Zip Code 32967

Client CLINT RAHJES C/O CARTER ASSOCIATES INC.



**FRONT VIEW OF
SUBJECT PROPERTY**



**REAR VIEW OF
SUBJECT PROPERTY**



**STREET SCENE OF
SUBJECT PROPERTY**

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that those conditions will be met in a satisfactory manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature *Peter D. Armfield*
 Name PETER D. ARMFIELD
 Company Name ARMFIELD & WAGNER
 Company Address 1940 10TH AVENUE
VERO BEACH, FL 32960
 Telephone Number 772-562-0532
 Email Address _____
 Date of Signature and Report APRIL 21, 2012
 Effective Date of Appraisal APRIL 16, 2012
 State Certification # CERT GEN RZ524
 or State License # _____
 or Other (describe) _____ State # _____
 State FL
 Expiration Date of Certification or License 11/30/2012

ADDRESS OF PROPERTY APPRAISED
2700 47TH ST
VERO BEACH, FL 32967
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 15000
 LENDER/CLIENT
 Name _____
 Company Name CLINT RAHJES C/O CARTER ASSOCIATES INC.
 Company Address 1708 21ST STREET
VERO BEACH, FL 32960
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____
 Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection _____

ARMFIELD & WAGNER
1940 10TH AVENUE
VERO BEACH, FL 32960
772-562-0532

INVOICE	04/21/2012 DATE	41933 FILE NUMBER	CASE NUMBER
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Client: CLINT RAHJES C/O CARTER ASSOCIATES INC.
1708 21ST STREET
VERO BEACH, FL
32960

Item	Total
APPRAISAL FEE FOR SERVICES RENDERED	\$ 500.00

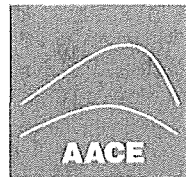
BORROWER: N/A
2700 47TH ST
VERO BEACH, FL 32967
BEG AT SE COR OF NE1/4 OF SE1/4 RUN N, 276 FT, W 142 FT, S 276 FT, E 142 FT T BEG

Total: \$ 500.00

Thank you

PHASE I ENVIRONMENTAL SITE ASSESSMENT
0.89-ACRE 'GLASS' PROPERTY
47TH PLACE AND 28TH COURT
VERO BEACH, INDIAN RIVER COUNTY, FLORIDA

(AACE File No. 12-124)



ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

573 SW Biltmore Street
Port St. Lucie, Florida 34983
Ph: 772-807-9191 Fx: 772-807-9192
www.aaceinc.com

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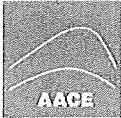
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Appendix

I	Limitations of AACE's Phase I Environmental Site Assessment
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III	Photographs of Subject Property
IV	Property Appraiser's Database Printout
V	Exceptions and Deletions to ASTM E 1527-05
VI	FirstSearch's Regulatory Report



ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
Geotechnical Engineering
Construction Materials Testing
Environmental Consulting

April 20, 2012
AAACE File No. 12-124

Carter Associates, Inc.
1708 21st Street
Vero Beach, Florida 32960

Attention: Mr. Clint Rahjes, P.E.

Subject: PHASE I ENVIRONMENTAL SITE ASSESSMENT
0.89-ACRE 'GLASS' PROPERTY
47TH PLACE AND 28TH COURT
VERO BEACH, INDIAN RIVER COUNTY, FLORIDA

Gentlemen:

At your request, *Andersen Andre Consulting Engineers, Inc. (AAACE)* has completed a Phase I Environmental Site Assessment in general accordance with ASTM Practice E 1527-05 and the Environmental Protection Agency's 40 CFR Part 312 "Standards and Practices for All Appropriate Inquiries; Final Rule (AAI)" for the above referenced project site. The objective of a Phase I Environmental Site Assessment is to attempt to identify if "recognized environmental conditions" (RECs), as defined in ASTM Practice E 1527-05 and 40 CFR Part 312 "Standards for Practices for All Appropriate Inquiries", are associated with the subject property. Per ASTM, RECs may include "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water or surface water of the property". The term "environmental" in the context of this report does not include an evaluation of the ecological resources of the site (e.g., wetland or upland vegetation, protected species of flora or fauna, etc.). Also, the scope of this Phase I does not include investigations relative to the potential presence of mold, asbestos containing building materials, lead-based paint or radon. Additional limitations to this Phase I Environmental Site Assessment report are presented in Appendix I. This report documents our findings and presents our professional conclusions.

1.0 QUALIFICATIONS OF REPORT AUTHORS

This Phase I Environmental Site Assessment report was prepared by AAACE Principal Engineer, Mr. David P. Andre, P.E., a Florida licensed Professional Engineer. The preparer of this report meets the definition of Environmental Professional as defined in 312.10 of 40 CFR 312. Further, the preparer of this report has the specific qualifications based on education, training, and experience to assess a site of the nature, history, and setting of the subject property. The preparer has, to the extent reasonably practical, developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

The report was subjected to a quality control review by AACE Principal Engineer, Mr. Peter G. Andersen, P.E., a Florida licensed Professional Engineer. Mr. Andre and Mr. Andersen are responsible for the content presented in this report, as well as any opinions and recommendations stated herein.

A résumé for Mr. Andre is included in Appendix II.

2.0 PROJECT INTRODUCTION AND SCOPE OF SERVICES

The objective of this Phase I assessment was to identify areas of potential environmental concern through (1) physical observations of the subject property, (2) a review of the site history and (3) investigations into the regulatory compliance of the property and surrounding properties. Specifically, this assessment was composed of the following tasks:

- Physical site visit of the subject property and the area surrounding the property by an Environmental Professional;
- Review of County Property Appraiser's records for the subject property;
- Interview with the current property owner to ascertain the history of the site;
- Review of relevant and applicable regulatory agency records to explore whether any hazardous materials disposal areas, hazardous waste generators, registered underground and/or above-ground petroleum storage tanks or solid waste disposal areas exist within or adjacent to the subject property;
- Review of available historical aerial photographs in an attempt to identify any potential waste sources, above-ground bulk storage tanks, and/or disposal areas within or adjacent to the property;

2.1 User Reliance

This report presents the results of Andersen Andre Consulting Engineers, Inc.'s Phase I Environmental Site Assessment, as described herein, and is intended only for use by Carter Associates and the School District of Indian River County for the purpose of evaluating the property relative to real estate transactions related to the site. It was prepared in accordance with the agreement between AACE and Carter Associates, Inc. for consulting services. No entity other than Carter Associates and the School District of Indian River County is entitled to rely on this Phase I report unless our express written consent is first obtained.

2.2 Significant Assumptions

AACE made the following significant assumptions in developing this Phase I ESA report:

- ▶ Regulatory Agency Information: AACE considers that all information made available through FirstSeach Technology Corporation (our environmental database subcontractor) and, where noted, through cited regulatory agencies, regarding the regulatory status of facilities within the applicable search distances to be complete, accurate and current.
- ▶ Where noted in this report, AACE relied upon reports, comments and other forms of information provided by others, but did not verify their accuracy. Further, information provided to us through interviews is considered to be complete, unbiased and truthful.
- ▶ AACE may have interpreted and inferred the direction of near-surface groundwater flow based on local topography, proximity to nearby relief points (i.e., rivers, streams, swamps, wetlands, etc.), regulatory information and other available sources. The actual groundwater flow direction may vary from the inferred direction; subsurface explorations would be necessary to confirm the direction of groundwater flow.

3.0 SITE CONDITIONS

Visual observations of the subject property and adjacent properties were performed on April 10, 2012. Photographs of the subject property are included in Appendix III. Descriptions of the subject property and adjoining properties are provided below.

3.1 Site Location and Description

The rectangular-shaped, heavily-wooded subject property is approximately 0.89 acres in area and is located east of 28th Court and north of 47th Place within Section 22, Township 32 South, Range 39 East in Indian River County, Florida. A Site Location Map and a 2010 Aerial Photograph of the subject property are presented as Figures 1 and 2, respectively. The property location is also shown superimposed on the 1983 "Vero Beach, Florida", USGS quadrangle map presented as Figure 3.

3.1.1 Site Ownership and Title Search

Based on our review of records available on-line from the Indian River County Property Appraiser's Office, the subject property is currently owned by Konrad and Eva Glass (Parcel Number 32392200000700000002.0). The property ownership report for the subject property that was produced by the property appraiser's office is included in Appendix IV. The purchase of a chain-of-title was not authorized by the client during preparation of this Phase I report, nor was a title chain provided to us for our review.

3.2 Site Vicinity Characteristics

During our observation of adjacent and nearby properties, development surrounding the subject property was observed for obvious, potential contamination sources that could affect the environmental condition of the subject property. Generally, the subject property is bordered by residential properties, undeveloped land and institutional properties. Adjacent and nearby properties consist of the following:

- North:** The subject property is bordered to the north by several single-family homes;
- South:** The subject property is bordered to the south by the Alternative Center for Education;
- East:** The subject property is bordered to the east by undeveloped land;
- West:** The subject property is bordered to the west by single-family homes;

The 1983 USGS Quadrangle Map of "Vero Beach, Florida" that was obtained from Mapcard.com depicts the subject property as relatively level and having an approximate surface elevation of 15-20 feet relative to the National Geodetic Vertical Datum of 1929. No structures or indications of previous agricultural developments are depicted on the subject property on the USGS Quadrangle Map. No obvious evidence of any mining, landfilling, above-ground bulk storage tanks or other such features are visible on the subject property on the USGS Quadrangle Map.

3.3 Current Uses of the Subject Property

The subject property was heavily wooded and undeveloped at the time of our site visit.

3.4 Description of Structures on the Subject Property

The subject property was heavily wooded and undeveloped at the time of our site visit; no structural developments were observed.

3.5 Past Uses of the Subject Property

3.5.1 Summary of Past Uses of the Subject Property

The primary mechanisms used to review site history for this project consisted of historical aerial photographs (as discussed in Section 6.2 of this report) and interviews with the current property owner (Ms. Eva Glass). Based on review of the historical aerial photographs and on our conversations with Ms. Glass, the subject property appears never to have been utilized commercially, residentially or agriculturally.

3.5.2 Interviews

Current property owner Ms. Eva Glass was contacted via telephone on April 19, 2012. According to Ms. Glass, she and her husband have owned the property for 3 or 4 years. Ms. Glass is unaware of the property ever having been used for agricultural purposes or otherwise developed. Ms. Glass stated that no petroleum storage tanks, buried debris, drums or other potential sources of subsurface contamination are known to have existed on the subject property.

3.6 Current and Past Uses of Adjoining Properties

The subject property is bordered to the north and west by several single-family homes, and to the south by the school board's Alternative Center for Education facility. Undeveloped land borders the subject property to the east.

Based on our review of historical aerial photographs of the subject property, the adjacent residences and school district facilities were constructed in the late 1950s or 1960s.

4.0 USER-PROVIDED INFORMATION

A Phase I ESA User-Provided Information Questionnaire was provided to the Client to forward to the School District of Indian River County. However, the completed questionnaire was not returned to us by the time this report was issued and therefore is not included in this report. The questionnaire is intended to explore for the potential of the following:

- Environmental Cleanup Liens
- Specialized Knowledge and Experience with the Site
- Commonly Known or Reasonably Ascertainable Information
- Value Reduction for Environmental Issues
- Property Use Restrictions or Limitations (e.g., Institutional or Engineering Controls)
- Previous Environmental Consulting reports

5.0 SITE RECONNAISSANCE

The field observations of the subject property and adjacent properties were performed on April 10, 2012. A physical walk-through of the property was conducted by an AACE representative, Mr. David Andre, P.E., to explore whether on-site conditions indicated the potential for petroleum or hazardous materials contamination to be present on the property. We note that much of the subject property was heavily wooded. Therefore, significant portions of the site were inaccessible and unable to be observed.

The accessible portions of the subject property were observed for evidence of heating-oil storage tanks, chemical storage/disposal areas, pesticide containers, petroleum storage tanks, 55-gallon drums, evidence of buried debris or other items of potential environmental concern. Discarded food and beverage containers and other miscellaneous household trash was observed in isolated areas within the boundaries of the subject property. This trash is not considered to represent an environmental concern relative to subsurface contamination on the subject property.

6.0 RECORDS REVIEW

6.1 Federal and State Record Sources

A list of search distances used for this assessment is included in Appendix V. The environmental data search was performed for the subject property by the FirstSearch Technology Corporation. The subsequent report was compiled from the United States Environmental Protection Agency's (EPA) and the Florida Department of Environmental Protection's (FDEP) databases, as well as local regulatory and public agencies when available. A copy of FirstSearch's report is included in Appendix VI.

6.1.1 Federal Record Sources

A review of the following records of the EPA was performed by FirstSearch. The databases were reviewed as to whether the subject property or surrounding properties are included on the following lists:

- National Priority List (NPL) - Active and Delisted;** The *NPL* is a list compiled by the EPA of those properties with the highest priority for cleanup pursuant to the EPA's Hazardous Ranking System, and includes a database of confirmed, proposed or deleted Superfund sites. Neither the subject property nor any facility located within one mile of the subject property is identified on the *NPL*.
- Comprehensive Environmental Response, Compensation and Liability Act Index System (CERCLIS) list;** The *CERCLIS* database is a national system for the collection and reporting of integrated Superfund program and project management information. This database is a list of archived designated CERCLA sites that, to the best of the EPA's knowledge, assessment has been completed and has determined that no further steps will be taken to list this site on the *NPL*. Neither the subject property nor any facility located within ½ mile of the subject property is identified on the *CERCLIS* list.
- Resource Conservation and Recovery Information System - Treatment, Storage, Disposal facilities (TSD);** Database of facilities licensed to store, treat and dispose of hazardous waste materials. Neither the subject property nor any facility located within ½ mile of the subject property is identified on the *RCRA-TSD* list.
- Resource Conservation and Recovery Information System - CORRACTS;** Database of RCRA facilities with reported violations and subject to corrective actions. Neither the subject property nor any facility located within ½ mile of the subject property is identified on the *RCRA-CORRACTS* list.
- Federal Institutional Controls/Engineering Controls List;** The Federal IC/EC list includes Superfund sites that have either an institutional or engineering control that has been imposed pursuant to the provisions contained in Chapters 376 or 403, F.S. Neither the subject property nor any facility located within ¼ mile of the subject property is identified on the *Federal IC/EC* list.
- Resource Conservation and Recovery Information System (RCRIS) list;** The *RCRIS* list is a national program management and inventory system of the EPA-listed RCRA hazardous waste handlers. Handlers are characterized on the *RCRIS* list as fitting one or more of the following categories: treatment, storage and disposal facilities (TSDFs); large quantity generators (LQG); small quantity generators (SQG); conditionally exempt small quantity generators (CESQG) and transporters. Neither the subject property nor any facility located within ⅛ mile of the subject property is identified on the *RCRIS* list.

- Emergency Response Notification System (ERNS) list;** Database of emergency response actions (for spills, discharges, industrial accidents, etc.). The subject property does not appear on the ERNS list.

6.1.2 State/Tribal Record Sources

A review of the following Florida Department of Environmental Protection (FDEP) and State Tribal records was performed by FirstSearch. The databases were reviewed as to whether the subject property or surrounding properties are included on the following lists:

- Florida/Tribal Sites List;** This database includes identified facilities and/or locations that the FDEP has recognized with potential or existing environmental contamination. Neither the subject property nor any facility located within one mile of the subject property is identified on the **Florida/Tribal Sites List**.
- State/Tribal Brownfields List;** The Brownfields Redevelopment Program Database includes reports generated from the Brownfield Access Database which tracks the number of designated Brownfield areas, executed Brownfield site rehabilitation agreements, state and federal programs funding, and local Brownfield coordinators' contact information. Neither the subject property nor any facility located within ½ mile of the subject property is identified on the **State/Tribal Brownfields List**.
- State/Tribal Institutional Controls/Engineering Controls List;** Similar to the Federal list, the State IC/EC list includes contaminated sites that have either an institutional or engineering control that has been imposed pursuant to the provisions contained in Chapters 376 or 403, F.S. According to FirstSearch, neither the subject property nor any facility located within ¼ mile of the subject property is identified on the **State/Tribal IC/EC List**.
- State/Tribal Registered Underground/Aboveground Storage Tanks (UST) database;** This database lists known underground and/or aboveground stationary storage tanks that contain petroleum products or hazardous substances regulated under CERCLA. Based on our review of FirstSearch's UST report, no aboveground or underground petroleum storage tanks are registered for the subject property or for any adjacent properties.
- State/Tribal Leaking Underground/Aboveground Storage Tanks (LUST) database;** This database lists facilities that contain petroleum storage systems and that have reported the possible release of contaminants. Based on our review of the LUST report, no petroleum contamination has been reported for the subject property. However, the following three facilities located within ¼ mile of the subject property are identified on the LUST report:

Facility Name (FDEP Facility I.D. No.)	Address	Distance (feet)/Direction from the Subject Site
Reliable Services (31/9046262)	2605 49 th Street	600 feet North
Indian River Co. School Board - Gifford Middle School (31/9200923)	2726 45 th Street	600 feet South
Riverfront Groves (31/8736712)	4889 U.S. Highway 1	1,000 feet Northeast

Based on the distance of these facilities from the subject property, none of these LUST-listed facilities is considered to represent an item of environmental concern relative to subsurface petroleum contamination migrating onto the subject site.

- State/Tribal Solid Waste Facilities (SWF) directory;** This database is reviewed to ascertain the location of landfills, incinerators, industrial waste disposal facilities, transfer stations and other solid waste facilities. Based on review of FirstSearch's SWF report, no such facility is located within ½ mile of the subject property.

6.2 Aerial Photograph Review

Historical aerial photographs available from the Indian River County Property Appraiser's office in Vero Beach, Florida and also those available online from various internet sources (Property Appraisers, mapcard.com, Google Earth™, etc.) were reviewed to observe the history of land use within and in the vicinity of the subject site. This review of land usage was performed to explore whether activities on the property or in the immediate vicinity could have affected soil or groundwater quality. The following readily available aerial photographs were reviewed to determine the existence of potential sources or features indicative of contamination:

Aerial Year	Quality
1951	Poor
1957	Poor
1968	Fair
1974	Good
1984	Good
1994	Good

Aerial Year	Quality
1999	Good
2004	Good
2007	Good
2010	Good

1951: The 1951 aerial photograph available from the Indian River County Property Appraiser's office is of poor quality; the subject property is difficult to discern. However, to the extent that site features can be determined, the subject property and nearby properties appear wooded and undeveloped.

1957: Similar to the 1951 aerial photograph, site features are difficult to discern in the 1957 aerial photograph. The subject property appears wooded and undeveloped with numerous off-road trails visible throughout the property.

With regards to the surrounding land, sparse residences are visible to the west and Gifford Middle School is visible to the south. Commercial developments are also visible to the east along Old Dixie Highway.

1968: The southern portion of the subject property appears partially cleared, and several automobiles are visible parked on this portion of the site. The remainder of the subject property appears wooded and undeveloped.

With regards to adjacent and nearby properties, sparse residences (including adjacent residences to the north and west) and the Alternative Center for Education to the south are visible.

1974: Conditions visible on the subject property and the surrounding land in the 1974 aerial photograph remain relatively unchanged from those features observed in the 1968 aerial photograph.

1984: Conditions visible on the subject property and the surrounding land in the 1984 aerial photograph remain relatively unchanged from those features observed in the 1974 aerial photograph.

1994: Conditions visible on the subject property and the surrounding land in the 1994 aerial photograph remain relatively unchanged from those features observed in the 1984 aerial photograph.

1999: Conditions visible on the subject property and the surrounding land in the 1999 aerial photograph remain relatively unchanged from those features observed in the 1994 aerial photograph.

- 2004:** Conditions visible on the subject property and the surrounding land in the 2004 aerial photograph remain relatively unchanged from those features observed in the 1999 aerial photograph.
- 2007:** Conditions visible on the subject property and the surrounding land in the 2007 aerial photograph remain relatively unchanged from those features observed in the 2004 aerial photograph.
- 2010:** Conditions visible on the subject property and the surrounding land in the 2010 aerial photograph remain relatively unchanged from those features observed in the 2007 aerial photograph.

Our review of the aerial photographs did not reveal any indications of landfills or other point sources of potential contamination within the subject property or the adjacent land.

6.3 Data Gaps

No significant data gaps were encountered during the preparation of this report that affected the environmental professional's ability to render an opinion regarding the environmental conditions at the subject site.

7.0 FINDINGS AND CONCLUSIONS

The rectangular-shaped, heavily-wooded subject property is approximately 0.89 acres in area and is located east of 28th Court and north of 47th Street within Section 22, Township 32 South, Range 39 East in Indian River County, Florida. A Site Location Map and a 2010 Aerial Photograph of the subject property are presented as Figures 1 and 2, respectively. The property location is also shown superimposed on the 1983 "Vero Beach, Florida", USGS quadrangle map presented as Figure 3.

The primary mechanisms used to review site history for this project consisted of historical aerial photographs (as discussed in Section 6.2 of this report) and interviews with the current property owner (Ms. Eva Glass). Based on review of the historical aerial photographs and on our conversations with Ms. Glass, the subject property appears never to have been utilized commercially, residentially or agriculturally.

A review of regulatory records of the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP) was performed by FirstSearch. The databases were reviewed as to whether the subject property or surrounding properties are included on these lists. FirstSearch's findings detailed the following:

Neither the subject property nor any facility located within one mile of the subject property is identified on the **NPL**.

Neither the subject property nor any facility located within ½ mile of the subject property is identified on the **CERCLIS** list.

Neither the subject property nor any facility located within ½ mile of the subject property is identified on the **RCRA-TSD** list.

Neither the subject property nor any facility located within ½ mile of the subject property is identified on the **RCRA-CORRACTS** list.

Neither the subject property nor any facility located within ¼ mile of the subject property is identified on the **Federal IC/EC** list.

Neither the subject property nor any facility located within ⅙ mile of the subject property is identified on the **RCRIS** list.

The subject property does not appear on the **ERNS** list.

Neither the subject property nor any facility located within one mile of the subject property is identified on the **Florida/Tribal Sites List**.

Neither the subject property nor any facility located within ½ mile of the subject property is identified on the **State/Tribal Brownfields List**.

Neither the subject property nor any facility located within ¼ mile of the subject property is identified on the **State/Tribal IC/EC List**.

Based on our review of FirstSearch's **UST** report, no aboveground or underground petroleum storage tanks are registered for the subject property or for any adjacent properties.

Based on our review of the **LUST** report, no petroleum contamination has been reported for the subject property. However, the following three facilities located within ¼ mile of the subject property are identified on the LUST report:

Facility Name (FDEP Facility I.D. No.)	Address	Distance (feet)/Direction from the Subject Site
Reliable Services (31/9046262)	2605 49 th Street	600 feet North
Indian River Co. School Board - Gifford Middle School (31/9200923)	2726 45 th Street	600 feet South
Riverfront Groves (31/8736712)	4889 U.S. Highway 1	1,000 feet Northeast

Based on the distance of these facilities from the subject property, none of these LUST-listed facilities is considered to represent an item of environmental concern relative to subsurface petroleum contamination migrating onto the subject site.

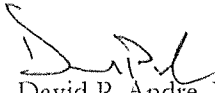
Neither the subject property nor any facility located within ½ mile of the subject property is identified on the SWF directory.


We have performed a Phase I Environmental Site Assessment following the general methodology of ASTM Practice E 1527-05 and the Environmental Protection Agency's 40 CFR Part 312 "Standards and Practices for All Appropriate Inquiries; Final Rule (AAI)" for the 0.89-acre undeveloped "Glass Property", within Section 22, Township 32 South, Range 39 East in Indian River County, Florida. Any exceptions to, or deletions from, this practice are presented in Appendix V of this report. This assessment has revealed no evidence of Recognized Environmental Conditions (RECs) in connection with the subject property.

8.0 CLOSURE

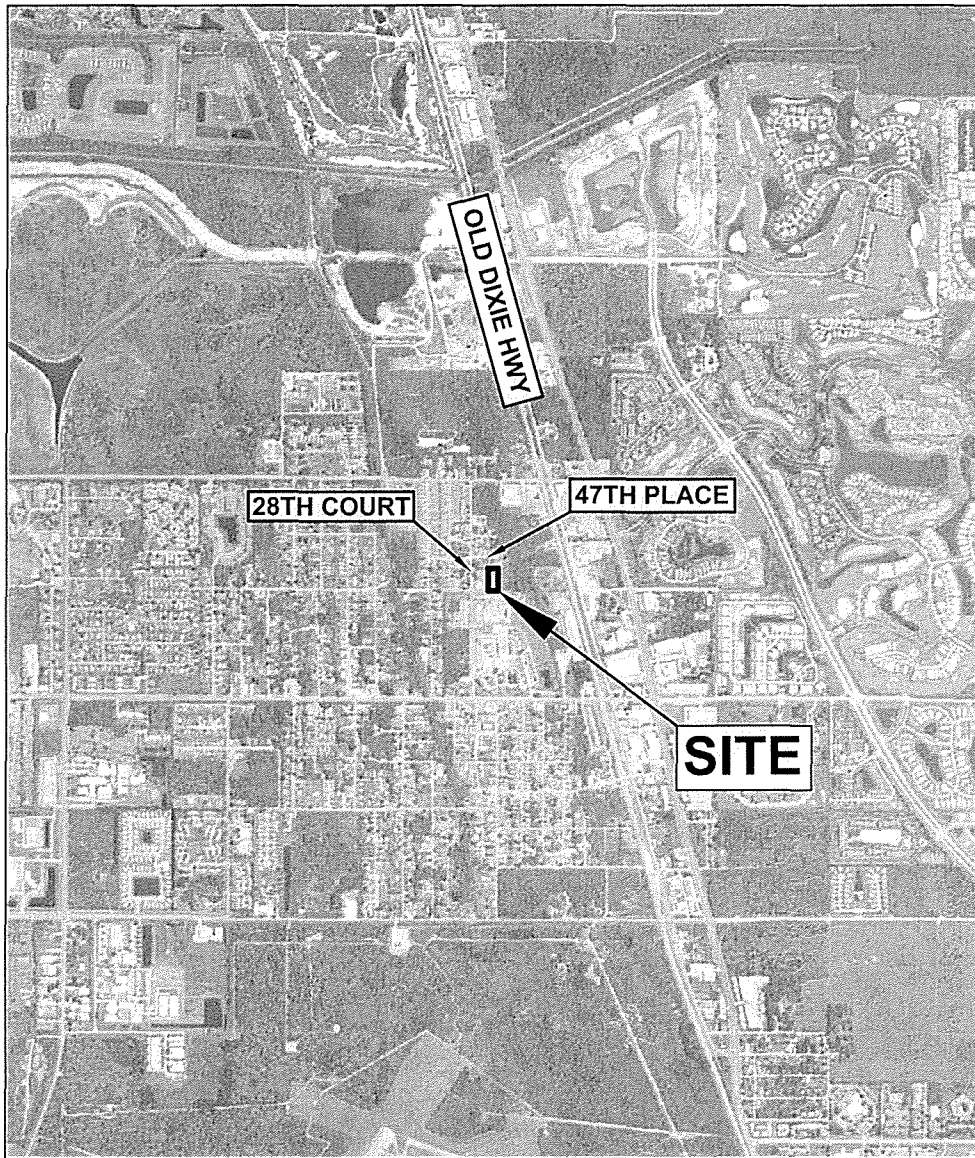
It has been a pleasure to be of assistance to you on this project. Please contact us when we may be of further service to you, or should you have any questions concerning this report.

Best Regards,
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

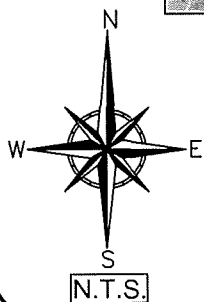

David P. Andre, P.E.
Principal Engineer


Peter G. Andersen, P.E.
Principal Engineer





Source: mapcard.com



...within
 Section 22, Township 32 South, Range 39 East



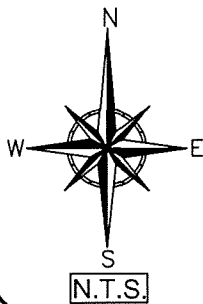
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

573 SW Biltmore Street, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com
 Certificate of Authorization No. 26794


SITE LOCATION MAP PHASE I ENVIRONMENTAL SITE ASSESSMENT "GLASS PARCEL" 47TH STREET AND 28TH COURTH INDIAN RIVER COUNTY, FLORIDA	Drawn by: PGA	Date: 04/20/2012
	Checked by: DPA	Date: 04/20/2012
	AACE File No: 12-124	Figure No. 1

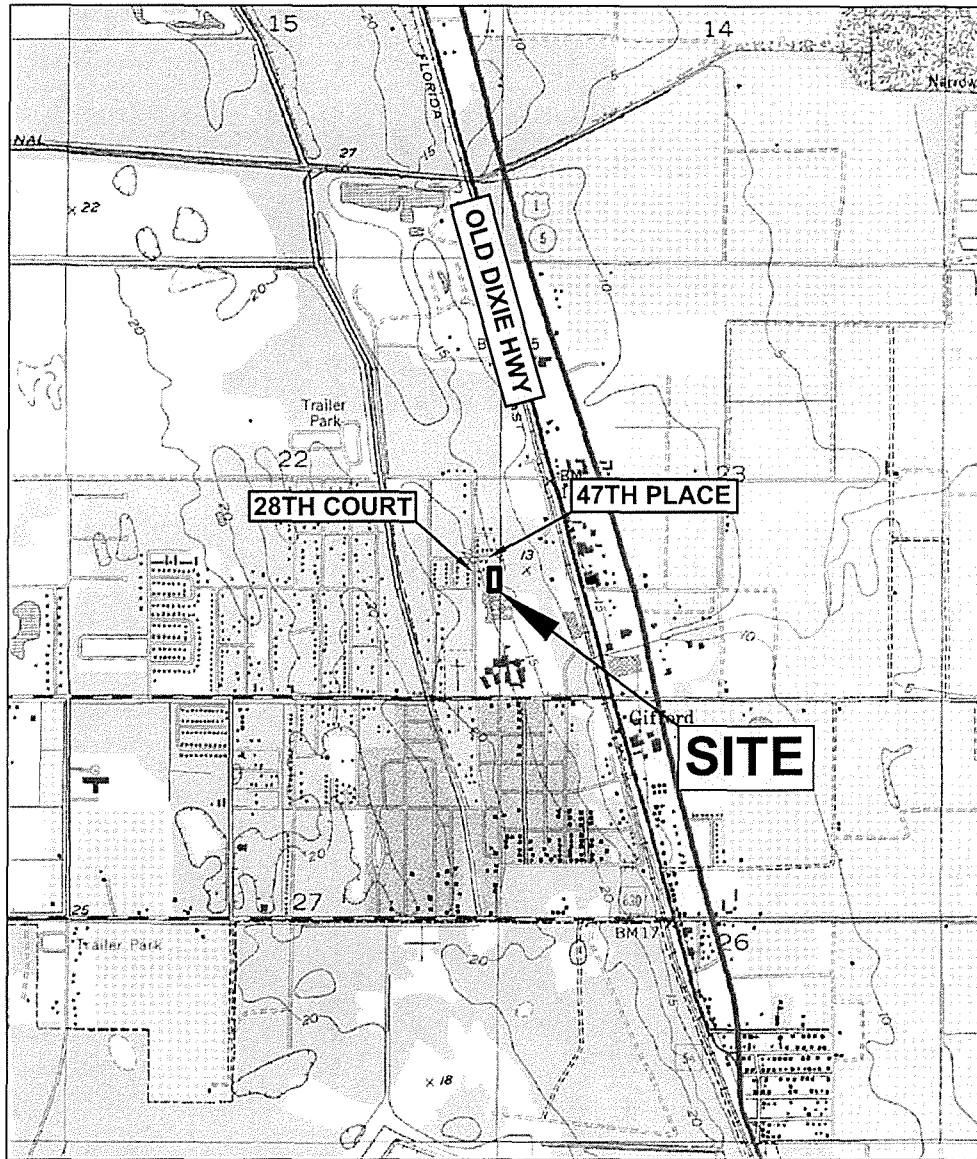


Source: mapcard.com

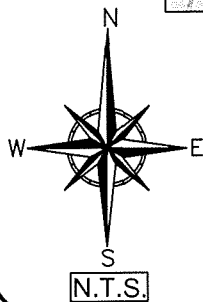


...within
Section 22, Township 32 South, Range 39 East

 ANDERSEN ANDRE CONSULTING ENGINEERS, INC. 573 SW Biltmore Street, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com Certificate of Authorization No. 26794		
2010 AERIAL PHOTOGRAPH PHASE I ENVIRONMENTAL SITE ASSESSMENT "GLASS PARCEL" 47TH STREET AND 28TH COURTH INDIAN RIVER COUNTY, FLORIDA	Drawn by: PGA	Date: 04/20/2012
	Checked by: DPA	Date: 04/20/2012
	AAACE File No: 12-124	Figure No. 2



Source: mapcard.com



1983 USGS Quadrangle Map of "Vero Beach, Florida"

...within
Section 22, Township 32 South, Range 39 East



ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

573 SW Biltmore Street, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com
Certificate of Authorization No. 26794

USGS TOPOGRAPHIC MAP PHASE I ENVIRONMENTAL SITE ASSESSMENT "GLASS PARCEL" 47TH STREET AND 28TH COURTH INDIAN RIVER COUNTY, FLORIDA	Drawn by: PGA	Date: 04/20/2012
	Checked by: DPA	Date: 04/20/2012
	AACE File No: 12-124	Figure No. 3

APPENDIX I

Limitations of AACE's Phase I Environmental Site Assessment

Limitations of AACE's Phase I Environmental Site Assessment

According to ASTM, the purpose of performing a Phase I Environmental Site Assessment is to "define good commercial and customary practice in the United States of America for conducting an environmental site assessment of a parcel of commercial real estate with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and petroleum products". This practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner defense to CERCLA liability: that is, the practices that constitute "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial practice".

This Phase I Environmental Site Assessment report presents the results of Andersen Andre Consulting Engineers, Inc.'s, field exploration, review of available regulatory and historic documents and information provided, and is intended only for use by the above-mentioned client. It was prepared in accordance with a formal agreement between the client and Andersen Andre Consulting Engineers, Inc. for consulting services. Should additional documents and information become available, it may be necessary for a re-evaluation of our conclusions. The conclusions of this report are based on available data.

Our conclusions regarding the subject property are based on observations of conditions that existed during our cursory site visit, our interpretation of site history, current available regulatory and historic data and site usage. No borings, soil or groundwater sampling or chemical testing was conducted during this phase of services. Therefore, conclusions regarding the conditions of the site (as stated in the report) do not represent a warranty that all areas within the site area are of the same quality as may be inferred from observable site conditions and readily-available site history.

This Phase I Environmental Site Assessment is not designed to provide data accumulation, chemical or radiological analyses, or inferences as to surface/subsurface soil contamination or the conditions of surface or groundwater at the site. In addition, the Phase I report is not designed to provide information concerning improvements to the property in particular, the contents or construction materials of building and support facilities. Rather, a Phase I Environmental Site Assessment provides a "snap shot" picture of the environmental conditions of a site at a given point in time. Conclusions drawn from the results of this assessment should recognize the limitations of the methods utilized.

The Client realizes that the scope of services performed under this Phase I Environmental Site Assessment is limited by the Client's budget for services, and that a more detailed and extensive scope of service at greater cost to the client may yield more accurate and reliable information regarding conditions at or near the site. Nevertheless, the Client recognizes and accepts the inherent risk of the scope of work performed under this Phase I Environmental Site Assessment.

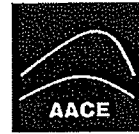
As with all assessments, the level of information obtained is a function of both time and budgetary constraints. Additional information regarding subsurface conditions at the study site could be obtained. Should you desire these services we would be pleased to prepare an appropriate proposal outlining the cost and time frame associated with any additional services.

This report is not intended to be taken, in any manner, to include any critique or evaluation of the present land use activities or the structural, mechanical or electrical systems which may be incorporated into the project. It is not intended to be an opinion with respect to any legal relationship or responsibilities as between the architect, the engineers, the contractor, potential purchaser or the owner of the project. While we have reviewed some documents, any statement which we make related thereto is based on our experience as engineers and is not intended to be deemed a legal opinion or conclusion. In making this review and subsequent on-site inspections, Andersen Andre Consulting Engineers, Inc., does not assume any of the legal responsibilities of the design architects and engineers, or contractors for this project, nor is any other warranty or representation either expressed or implied, included or intended.

As this review is general in nature and intended to give an overall opinion, any hazardous waste statements made, likewise, provide an opinion only of the probable hazards which could be anticipated at the site based on our reconnaissance.

APPENDIX II

Résumés for AACE Environmental Professionals



DAVID P. ANDRE, P.E.
PRINCIPAL ENGINEER

Key Qualifications

David P. Andre has more than 18 years of experience in the Environmental Engineering, Geotechnical Engineering and Materials Testing field. David gained extensive and varied experience during his employment with an international Geotechnical and Environmental Consulting firm, where he was Branch Manager for operations in the St. Lucie County office from 2000 through 2006. In addition to managing a staff of 19 engineers, environmental scientists, field and laboratory technicians and administrative personnel, David was responsible for all regional environmental and geotechnical engineering projects as well as construction materials testing services, and oversaw all office operations, including proposal preparation, report review (signing and sealing), invoicing and collections.

In 2006, David co-founded Andersen Andre Consulting Engineers, Inc. (AACE). Since that time, David has prepared over 100 Phase I and II Environmental Site Assessments, Site Assessments, Contamination Source Removals and Initial Remedial Action programs. He has performed site investigations for contaminants including petroleum, heavy metals, pesticides, chlorinated solvents and other hazardous materials.

Project Experience

David has been involved in all aspects of Environmental Consulting project management, from field investigations to report preparation. He has managed over 1000 Phase I and Phase II Environmental Assessments during his career. Representative projects and clients include the following:

- Various Lending Institutions in St. Lucie, Martin, Okeechobee, Indian River, Palm Beach, Orange, Osceola, Volusia, Duval, Brevard, Hendry, Lee and Seminole Counties
David has prepared hundreds of Phase I and Phase II Environmental Site Assessments for numerous banks, including SunTrust, BankAmerica (formerly Nations Bank), Gulfstream Business Bank, First Bank of Indiantown, PNC, Harbor Federal, Riverside Bank and First National Bank, among others. Projects ranged from small undeveloped parcels to industrial processing plants to 10,000-acre agricultural properties. He has provided consulting on contamination issues at citrus processing plants, CERCLA sites and numerous gasoline stations, pesticide dumping areas and dry cleaners.
- Fern Creek Retrofit Project, Martin County, Florida
David was the Project Engineer for this proposed stormwater treatment/filtration area. He provided environmental consulting relative to the former use of the site (salvage yard) and explored subsurface contamination present on the property.
- Anonymous Client/Property, Southeast Florida Gun Range
David performed extensive contamination assessment activities relative to the presence of lead contamination at a former rifle and shotgun range. Soil from various depths were sampled and analyzed for the presence of lead, and the leaching potential of the soils was also addressed.
- Martin County Airport, Martin County, Florida
David prepared numerous consulting reports (including Phase I Environmental Site Assessments) for the Martin County Airport in 2002 and 2003 relative to a lease of airport property. Numerous environmental conditions were investigated, including contamination associated with the former Grumman plant and underground fuel storage tank farms.
- Florida Department of Transportation-District IV, Various PD&E Studies
David was the Project Manager for several environmental assessment/hazardous materials reviews for PD&E studies for various roadways in South Florida. Environmental issues that were investigated included areas of pesticide, petroleum, chlorinated solvent and heavy metal contamination.

DAVID P. ANDRE, P.E. (Cont'd)

Education

- Bachelor of Science, Environmental Engineering, University of Florida, 1993
- Post Graduate Geotechnical Engineering Courses, University of Central Florida, 1997

Professional Registrations

- Professional Engineer, State of Florida Registration No. 53969

Professional Affiliations

- Health and Safety Training for Hazardous Waste Activities, 40-Hour OSHA Certified Training Course
- 3-Day Hydrogeology Conference: Field Techniques to Florida's Groundwater Investigations; University of Florida's TREEO Center (1995)
- Member - Florida Engineering Society (1995 to Present)
 - Treasure Coast Chapter Young Engineer of the Year (2002)
 - Treasure Coast Chapter Engineer of the Year (2006)
 - Chapter Secretary (2002)
 - Chapter Vice President (2003-2004)
 - Chapter President (2005)
 - Chapter State Director (2008-2011)
 - Chapter Engineering Leadership Committee Chair (2008 to 2010)
- Member - National Society of Professional Engineers (1995 to Present)
- American Society of Civil Engineers (1995 to Present)
- Member - Florida Institute of Consulting Engineers - FICE - (1998 to Present)
 - Membership Services Committee Member (2003 to 2005)
 - Professional Practices Committee Chairman (2005 to 2008)
- FICE/FES Inaugural LEADERSHIP Class (2003-2004)

Community Affiliations

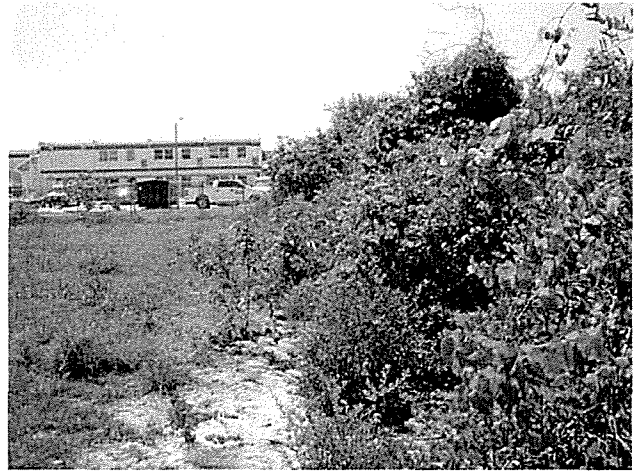
- Martin County Chamber of Commerce - Leadership Martin County Class 12 (2002)
- St. Lucie County Chamber of Commerce - Leadership St. Lucie County Class 21 (2003)
- Greater Orlando Chamber of Commerce-Leadership Orlando Class 43 (1998)
- United Way - Chair for Architects/Engineers Committee (2001)
- Recipient of the 2002 St. Lucie County Chamber of Commerce Pinnacle Award Winner for Community Service (for In-the-Classroom mentoring at Lincoln Park Academy)
- Recipient of the 2010 St. Lucie County School Board Volunteer of the Year Award (for In-the-Classroom mentoring at Lincoln Park Academy)

APPENDIX III

Photographs of Subject Property



Typical View of the Interior of the Subject Property



Typical View of the Eastern Subject Property Boundary



Typical View of the Southern Subject Property Boundary



Typical View of the Interior of the Subject Property

APPENDIX IV

Property Appraiser's Database Printout

No image found.

GENERAL PARCEL INFORMATION

Owner GLASS, KONRAD & EVA
 Property Address 47TH ST, VERO BEACH, FL 32967
 Mailing Address 4168 NEWBURG RD

Legal Description BETHLEHEM, PA 18020-9788

Property Use BEG AT SE COR OF NE1/4 OF SE1/4 RUN N
 276 FT, W 142 FT, S 276 FT, E 142 FT TBEG
 TaxCode 0000 - VAC RES,MH,MFAM,POI,AGZN
 7G
 Neighborhood 010150.00 - GIFFORD AREA/WEST OF USL
 Appraiser/Date - -



LAND

Rec	Land Use	Zoning	Acres	Units	Unit Type	Front	Depth	Adj. Code
001	00E - V RES-MULTI-	RM-10	0.89	0.89	A - ACRE	0	0	NA

ASSESSMENT HISTORY

Year	PUse	VBy	Land JV	Bldg Val	Misc Val	CAMA Val	Taxes
2011	0000	C	\$16,910	\$0	\$0	\$16,910	\$297.78
2010	0000	C	\$20,290	\$0	\$0	\$20,290	\$353.49
2009	0000	C	\$30,440	\$0	\$0	\$30,440	\$496.97
2008	0000	C	\$30,440	\$0	\$0	\$30,440	\$473.98

SALES

Date	Price	Grantor	Book	Page	Code	Vac/Imp
08/2008	\$100	CERNIGLIA	02288	00948	01	V
08/1992	\$1,300	BROOKS	00944	01844	01	V

BUILDING PERMIT SUMMARY

MISCELLANEOUS IMPROVEMENTS

APPENDIX V

Exceptions and Deletions to ASTM E 1527-05

Exceptions and Deletions to ASTM 1527 and Minimum Search Distances

As permitted by Section 8.2.1 of ASTM E1527-05 and as defined in Section 312.26 of 40 CFR 312, Standards and Practices for All Appropriate Inquiries; Final Rule, we have modified the standard search distances for one or more environmental record sources for this Phase I Environmental Site Assessment, based on the environmental professional's professional judgment. Our modification of the standard search distances is based on the topography of the site vicinity and our experience in conducting environmental assessments in South Florida. The search distances used for the Regulatory Records Review section are as follows:

Regulatory Record	Search Distance Used	AAI Standard Distance
EPA NPL	1 Mile	1 Mile
EPA CERCLA	½ Mile	½ Mile
EPA RCRA CORRACTS Facility	½ Mile	1 Mile
EPA RCRA TSD Facility	½ Mile	½ Mile
EPA ERNS	Property	Property
EPA RCRA Generators	⅛ Mile	Property and Adjoining Properties
Federal and State List of Institutional/Engineering Controls	¼ Mile	Property
State/Tribal Brownfields	½ Mile	½ Mile
Federal Land Use	1 Mile	1 Mile
FDEP/Tribal Stationary Tank Inventory Database	Property and Adjoining Properties	Property and Adjoining Properties
FDEP/Tribal Petroleum Storage Tanks and Contamination Database	¼ Mile	½ Mile
FDEP/Tribal Solid Waste Facility Directory	½ Mile	½ Mile

We note that numerous facilities may be listed in FirstSearch's environmental data search report and not addressed or discussed in this report. Through AACE's knowledge of the area or by identifying the locations of these facilities, it has been determined that these facilities lie outside of their respective radii.

APPENDIX VI

FirstSearch's Regulatory Report

FirstSearch Technology Corporation

Environmental FirstSearch™ Report

Target Property:

47TH ST

VERO BEACH FL 32967

Job Number: 12-124

PREPARED FOR:

Andersen Andre Consulting Engineers, Inc.

573 SW Biltmore Street

Port St. Lucie, Florida 34983

04-02-12



Tel: (781) 551-0470

Fax: (781) 551-0471

Environmental FirstSearch is a registered trademark of FirstSearch Technology Corporation. All rights reserved.

Environmental FirstSearch Search Summary Report

Target Site: 47TH ST
VERO BEACH FL 32967

FirstSearch Summary

Database	Sel	Updated	Radius	Site	1/8	1/4	1/2	1/2>	ZIP	TOTALS
NPL	Y	02-01-12	1.00	0	0	0	0	0	0	0
NPL Delisted	Y	02-01-12	0.50	0	0	0	0	-	0	0
CERCLIS	Y	02-27-12	0.50	0	0	0	0	-	0	0
NFRAP	Y	02-27-12	0.50	0	0	0	0	-	0	0
RCRA COR ACT	Y	01-10-12	1.00	0	0	0	0	0	0	0
RCRA TSD	Y	01-10-12	0.50	0	0	0	0	-	0	0
RCRA GEN	Y	01-10-12	0.25	0	0	0	-	-	0	0
Federal Brownfield	Y	02-01-12	0.50	0	0	0	0	-	0	0
ERNS	Y	01-11-12	0.12	0	0	-	-	-	0	0
Tribal Lands	Y	12-01-05	1.00	0	0	0	0	0	1	1
State/Tribal Sites	Y	02-27-12	1.00	0	0	0	0	0	0	0
State Spills 90	Y	01-05-12	0.12	0	0	-	-	-	0	0
State/Tribal SWL	Y	04-29-11	0.50	0	0	0	0	-	1	1
State/Tribal LUST	Y	10-06-11	0.50	0	0	2	6	-	0	8
State/Tribal UST/AST	Y	01-05-12	0.25	0	0	4	-	-	0	4
State/Tribal EC	Y	02-17-12	0.50	0	0	0	0	-	0	0
State/Tribal IC	Y	02-17-12	0.25	0	0	0	-	-	0	0
State/Tribal VCP	Y	NA	0.50	0	0	0	0	-	0	0
State/Tribal Brownfields	Y	12-29-11	0.50	0	0	0	0	-	0	0
State Other	Y	11-02-10	0.25	0	0	0	-	-	0	0
Federal IC/EC	Y	03-13-12	0.50	0	0	0	0	-	0	0
Dry Cleaners	Y	01-05-12	0.25	0	0	0	-	-	0	0
-TOTALS-				0	0	6	6	0	2	14

Notice of Disclaimer

Due to the limitations, constraints, and inaccuracies and incompleteness of government information and computer mapping data currently available to FirstSearch Technology Corp., certain conventions have been utilized in preparing the locations of all federal, state and local agency sites residing in FirstSearch Technology Corp.'s databases. All EPA NPL and state landfill sites are depicted by a rectangle approximating their location and size. The boundaries of the rectangles represent the eastern and western most longitudes; the northern and southern most latitudes. As such, the mapped areas may exceed the actual areas and do not represent the actual boundaries of these properties. All other sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated property. Actual boundaries and locations of individual properties can be found in the files residing at the agency responsible for such information.

Waiver of Liability

Although FirstSearch Technology Corp. uses its best efforts to research the actual location of each site, FirstSearch Technology Corp. does not and can not warrant the accuracy of these sites with regard to exact location and size. All authorized users of FirstSearch Technology Corp.'s services proceeding are signifying an understanding of FirstSearch Technology Corp.'s searching and mapping conventions, and agree to waive any and all liability claims associated with search and map results showing incomplete and or inaccurate site locations.

***Environmental FirstSearch
Site Information Report***

Request Date: 04-02-12
Requestor Name: DAVID ANDRE
Standard: AAI

Search Type: COORD
Job Number: 12-124
Filtered Report

Target Site: 47TH ST
 VERO BEACH FL 32967

Demographics

Sites: 14	Non-Geocoded: 2	Population: NA
Radon: NA		

Site Location

	<u>Degrees (Decimal)</u>	<u>Degrees (Min/Sec)</u>	<u>UTMs</u>
Longitude:	-80.413225	-80:24:48	Easting: 557865.003
Latitude:	27.679081	27:40:45	Northing: 3061620.723
Elevation:	16		Zone: 17

Comment

Comment:

Additional Requests/Services

Adjacent ZIP Codes:					Services:	
<u>ZIP Code</u>	<u>City Name</u>	<u>ST</u>	<u>Dist/Dir</u>	<u>Sel</u>	<u>Requested?</u>	<u>Date</u>
					Fire Insurance Maps	No
					Aerial Photographs	No
					Historical Topos	No
					City Directories	No
					Title Search	No
					Municipal Reports	No
					Liens	No
					Historic Map Works	No
					Online Topos	No

*Environmental FirstSearch
Target Site Summary Report*

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

TOTAL: 14 **GEOCODED:** 12 **NON GEOCODED:** 2 **SELECTED:** 0

<u>Map ID</u>	<u>DB Type</u>	<u>Site Name/ID/Status</u>	<u>Address</u>	<u>Dist/Dir</u>	<u>ElevDiff</u>	<u>Page No.</u>
---------------	----------------	----------------------------	----------------	-----------------	-----------------	-----------------

No sites found for target address

***Environmental FirstSearch
Sites Summary Report***

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

TOTAL: 14 **GEOCODED:** 12 **NON GEOCODED:** 2 **SELECTED:** 0

Map ID	DB Type	Site Name/ID/Status	Address	Dist/Dir	ElevDiff	Page No.
1	UST	RELIABLE SERVICES 319046262/CLOSED	2605 49TH ST VERO BEACH FL 32967	0.19 NE	0	1
1	LUST	RELIABLE SERVICES 319046262/FACILITY CLOSED	2605 49TH ST VERO BEACH FL 32967	0.19 NE	0	2
2	UST	BLUE GOOSE GROWERS 319046600/CLOSED	2600 45TH ST GIFFORD FL 32967	0.20 SE	0	4
3	UST	SMITHS SONS INC 318520212/CLOSED	4776 OLD DIXIE HWY VERO BEACH FL 32967	0.21 NE	- 2	5
4	UST	RIVERFRONT GROVES INC 318736712/OPEN	4889 US HWY 1 VERO BEACH FL 32967	0.24 NE	- 2	6
4	LUST	RIVERFRONT GROVES INC 318736712/FACILITY OPEN	4889 US HWY 1 VERO BEACH FL 32967	0.24 NE	- 2	8
5	LUST	INDIAN RIVER CNTY SCHOOL BD-GIFFOR 319200923/FACILITY OPEN	2726 45TH ST VERO BEACH FL	0.28 SE	+ 2	11
6	LUST	THOMAS W LOCKWOOD-WAREHOUSES 319103397/FACILITY CLOSED	4920 N US HWY VERO BEACH FL 32960	0.34 NE	- 4	13
7	LUST	SMITHS GROCERY 319202436/FACILITY CLOSED	3206 45TH ST GIFFORD FL 32967	0.41 SW	+ 4	15
8	LUST	GAS MARKET 318520251/FACILITY CLOSED	4560 US HWY 1 VERO BEACH FL 32967	0.43 SE	- 4	17
9	LUST	BROWNS SERVICE STATION 319201744/FACILITY CLOSED	3235 45TH ST VERO BEACH FL 32967	0.45 SW	+ 4	20
10	LUST	MOSLEYS GROCERIES 319202353/FACILITY CLOSED	4306 26TH AVE VERO BEACH FL	0.49 SE	+ 2	22

*Environmental FirstSearch
Sites Summary Report*

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

TOTAL: 14 **GEOCODED:** 12 **NON GEOCODED:** 2 **SELECTED:** 0

Map ID	DB Type	Site Name/ID/Status	Address	Dist/Dir	ElevDiff	Page No.
	SWL	INDIAN RIVER BIOENERGY CENTER 99227/PROPOSED	925 74TH AVE VERO BEACH FL 32967	NON GC	N/A	N/A
	TRIBALLA	BUREAU OF INDIAN AFFAIRS CONTACT I BIA-32967/	UNKNOWN FL 32967	NON GC	N/A	N/A

Environmental FirstSearch
Site Detail Report

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

UST

SEARCH ID: 2 **DIST/DIR:** 0.19 NE **ELEVATION:** 16 **MAP ID:** 1

NAME:	RELIABLE SERVICES	REV:	1/5/11
ADDRESS:	2605 49TH ST	ID1:	319046262
	VERO BEACH FL 32967	ID2:	9046262.00
	INDIAN RIVER	STATUS:	CLOSED
CONTACT:	GEORGE MCCULLERS	PHONE:	(407) 562-5108
SOURCE:	FL DEP		

SITE INFORMATION

TOTAL NUMBER OF TANKS: 3

FACILITY TYPE: C - FUEL USER/NON-RETAIL
DEP CO: N

TANK INFORMATION

TANK ID: 1 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: 01-JUN-1989 STAT DATE: 01-JAN-1994
TK STAT: B - REMOVED
CAPACITY(GAL): 4000
CONTENT: B - UNLEADED GAS
PLACE: ABOVEGROUND
TYPE: C - FUEL USER/NON-RETAIL

TANK ID: 2 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: 01-JUN-1989 STAT DATE: 01-JAN-1994
TK STAT: B - REMOVED
CAPACITY(GAL): 3000
CONTENT: D - VEHICULAR DIESEL
PLACE: ABOVEGROUND
TYPE: C - FUEL USER/NON-RETAIL

TANK ID: 3 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: 01-SEP-1993 STAT DATE: 01-DEC-2005
TK STAT: B - REMOVED
CAPACITY(GAL): 3000
CONTENT: D - VEHICULAR DIESEL
PLACE: ABOVEGROUND
TYPE: C - FUEL USER/NON-RETAIL

**Environmental FirstSearch
Site Detail Report**

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

LUST

SEARCH ID: 9 **DIST/DIR:** 0.19 NE **ELEVATION:** 16 **MAP ID:** 1

NAME:	RELIABLE SERVICES	REV:	1/5/12
ADDRESS:	2605 49TH ST	ID1:	319046262
	VERO BEACH FL 32967	ID2:	9046262.00
	INDIAN RIVER	STATUS:	FACILITY CLOSED
CONTACT:		PHONE:	(407) 562-5108
SOURCE:	FL DEP		

DISCHARGE INFORMATION

DISCHARGE DATE: 08/01/1991
 COMBINED:
 SCORE:
 SCORE DATE:
 CLEANUP REQUIRED: R - CLEANUP REQUIRED
 WORK STATUS: COMPLETED
 DISCHARGE CLEANUP STATUS: SRCR - SRCR COMPLETE
 INFO SOURCE: D - DISCHARGE NOTIFICATION
 OTHER SOURCE:
 SITE MANAGER: HELLE_D
 MANAGER END DATE: 11/18/1996
 TANK OFFICE: PCCD - CD STORAGE TANK PROGRAM

DISCHARGE DATE: 11/20/1991
 COMBINED: 08/01/1991
 SCORE:
 SCORE DATE:
 CLEANUP REQUIRED: C - COMBINED CLEANUP REQUIRED
 WORK STATUS: COMPLETED
 DISCHARGE CLEANUP STATUS: SRCR - SRCR COMPLETE
 INFO SOURCE: D - DISCHARGE NOTIFICATION
 OTHER SOURCE:
 SITE MANAGER: HELLE_D
 MANAGER END DATE: 11/18/1996
 TANK OFFICE: PCCD - CD STORAGE TANK PROGRAM

POLLUTANT: B - UNLEADED GAS
 GALLONS DISCHARGED:
 DRINK WELLS AFFECTED: 0
 MONITORING WELLS: YES
 SOIL AFFECTED: YES
 S WATER AFFECTED: NO
 G WATER AFFECTED: YES
 OTHER DESCRIPTION:

POLLUTANT: B - UNLEADED GAS
 GALLONS DISCHARGED:
 DRINK WELLS AFFECTED:
 MONITORING WELLS:
 SOIL AFFECTED:
 S WATER AFFECTED:
 G WATER AFFECTED:
 OTHER DESCRIPTION:

POLLUTANT: D - VEHICULAR DIESEL

- Continued on next page -

Environmental FirstSearch
Site Detail Report

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

LUST

SEARCH ID: 9 **DIST/DIR:** 0.19 NE **ELEVATION:** 16 **MAP ID:** 1

NAME:	RELIABLE SERVICES	REV:	1/5/12
ADDRESS:	2605 49TH ST	ID1:	319046262
	VERO BEACH FL 32967	ID2:	9046262.00
	INDIAN RIVER	STATUS:	FACILITY CLOSED
CONTACT:		PHONE:	(407) 562-5108
SOURCE:	FL DEP		

GALLONS DISCHARGED:
DRINK WELLS AFFECTED:
MONITORING WELLS:
SOIL AFFECTED:
S WATER AFFECTED:
G WATER AFFECTED:
OTHER DESCRIPTION:

UST INFORMATION

TOTAL NUMBER OF TANKS: 3

FACILITY TYPE: C - FUEL USER/NON-RETAIL
DEP CO: N

TANK INFORMATION

TANK ID: 1 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: 01-JUN-1989 STAT DATE: 01-JAN-1994
TK STAT: B - REMOVED
CAPACITY(GAL): 4000
CONTENT: B - UNLEADED GAS
PLACE: ABOVEGROUND
TYPE: C - FUEL USER/NON-RETAIL

TANK ID: 2 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: 01-JUN-1989 STAT DATE: 01-JAN-1994
TK STAT: B - REMOVED
CAPACITY(GAL): 3000
CONTENT: D - VEHICULAR DIESEL
PLACE: ABOVEGROUND
TYPE: C - FUEL USER/NON-RETAIL

TANK ID: 3 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: 01-SEP-1993 STAT DATE: 01-DEC-2005
TK STAT: B - REMOVED
CAPACITY(GAL): 3000
CONTENT: D - VEHICULAR DIESEL
PLACE: ABOVEGROUND
TYPE: C - FUEL USER/NON-RETAIL

Environmental FirstSearch
Site Detail Report

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

UST

SEARCH ID: 1 **DIST/DIR:** 0.20 SE **ELEVATION:** 16 **MAP ID:** 2

NAME:	BLUE GOOSE GROWERS	REV:	1/5/11
ADDRESS:	2600 45TH ST	ID1:	319046600
	GIFFORD FL 32967	ID2:	9046600.00
	INDIAN RIVER	STATUS:	CLOSED
CONTACT:	LARRY TARR	PHONE:	(407) 567-4381
SOURCE:	FL DEP		

SITE INFORMATION

TOTAL NUMBER OF TANKS: 1

FACILITY TYPE: M - AGRICULTURAL
DEP CO: N

TANK INFORMATION

TANK ID: 1 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: 01-AUG-1964 STAT DATE: 01-JAN-1993
TK STAT: B - REMOVED
CAPACITY(GAL): 5500
CONTENT: M - FUEL OIL - ONSITE HEAT
PLACE: ABOVEGROUND
TYPE: M - AGRICULTURAL

Environmental FirstSearch
Site Detail Report

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

UST

SEARCH ID: 4 **DIST/DIR:** 0.21 NE **ELEVATION:** 14 **MAP ID:** 3

NAME:	SMITHS SONS INC	REV:	1/5/11
ADDRESS:	4776 OLD DIXIE HWY	ID1:	318520212
	VERO BEACH FL 32967	ID2:	8520212.00
	INDIAN RIVER	STATUS:	CLOSED
CONTACT:	LEE JOHNSTON	PHONE:	(407) 567-3421
SOURCE:	FL DEP		

SITE INFORMATION

TOTAL NUMBER OF TANKS: 2

FACILITY TYPE: C - FUEL USER/NON-RETAIL
DEP CO: N

TANK INFORMATION

TANK ID: 1 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: 01-JUL-1981 STAT DATE: 30-JUN-1986
TK STAT: B - REMOVED
CAPACITY(GAL): 1500
CONTENT: B - UNLEADED GAS
PLACE: UNDERGROUND
TYPE: C - FUEL USER/NON-RETAIL

TANK ID: 2 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: 01-JUL-1982 STAT DATE: 01-MAY-1996
TK STAT: B - REMOVED
CAPACITY(GAL): 1000
CONTENT: D - VEHICULAR DIESEL
PLACE: ABOVEGROUND
TYPE: C - FUEL USER/NON-RETAIL

Environmental FirstSearch
Site Detail Report

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

UST

SEARCH ID: 3 **DIST/DIR:** 0.24 NE **ELEVATION:** 14 **MAP ID:** 4

NAME:	RIVERFRONT GROVES INC	REV:	1/5/11
ADDRESS:	4889 US HWY 1	ID1:	318736712
	VERO BEACH FL 32967	ID2:	8736712.00
	INDIAN RIVER	STATUS:	OPEN
CONTACT:	RICHEY, DANIEL R	PHONE:	(407) 562-4155
SOURCE:	FL DEP		

SITE INFORMATION

TOTAL NUMBER OF TANKS: 5

FACILITY TYPE: M - AGRICULTURAL
DEP CO: N

TANK INFORMATION

TANK ID: 1 STATUS: OPEN
TVI: TANK DEP CO: NO
INSTALLED: 01-JUL-1977 STAT DATE: 30-JUN-1990
TK STAT: B - REMOVED
CAPACITY(GAL): 2000
CONTENT: B - UNLEADED GAS
PLACE: UNDERGROUND
TYPE: M - AGRICULTURAL

TANK ID: 2 STATUS: OPEN
TVI: TANK DEP CO: NO
INSTALLED: 01-JUL-1970 STAT DATE: 30-APR-1990
TK STAT: B - REMOVED
CAPACITY(GAL): 9000
CONTENT: D - VEHICULAR DIESEL
PLACE: ABOVEGROUND
TYPE: M - AGRICULTURAL

TANK ID: 3 STATUS: OPEN
TVI: TANK DEP CO: NO
INSTALLED: 01-OCT-1974 STAT DATE: 30-JUN-1990
TK STAT: B - REMOVED
CAPACITY(GAL): 500
CONTENT: B - UNLEADED GAS
PLACE: UNDERGROUND
TYPE: M - AGRICULTURAL

TANK ID: 4 STATUS: OPEN
TVI: TANK DEP CO: NO
INSTALLED: 01-AUG-1972 STAT DATE:
TK STAT: U - IN SERVICE
CAPACITY(GAL): 7000
CONTENT: D - VEHICULAR DIESEL
PLACE: ABOVEGROUND
TYPE: M - AGRICULTURAL

TANK ID: 5 STATUS: OPEN

- Continued on next page -

Environmental FirstSearch
Site Detail Report

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

UST

SEARCH ID: 3 **DIST/DIR:** 0.24 NE **ELEVATION:** 14 **MAP ID:** 4

NAME: RIVERFRONT GROVES INC
ADDRESS: 4889 US HWY 1
VERO BEACH FL 32967
INDIAN RIVER
CONTACT: RICHEY, DANIEL R
SOURCE: FL DEP

REV: 1/5/11
ID1: 318736712
ID2: 8736712.00
STATUS: OPEN
PHONE: (407) 562-4155

TVI: TANK DEP CO: NO
INSTALLED: 01-OCT-1990 STAT DATE:
TK STAT: U - IN SERVICE
CAPACITY(GAL): 2000
CONTENT: B - UNLEADED GAS
PLACE: ABOVEGROUND
TYPE: M - AGRICULTURAL

4 C - STEEL
4 K - AST CONTAINMENT
5 C - STEEL
5 K - AST CONTAINMENT

PIPING INFORMATION

TANK ID: DESCRIPTION:
4 A - ABV, NO SOIL CONTACT
4 B - STEEL/GALVANIZED METAL
5 A - ABV, NO SOIL CONTACT

MONITORING INFORMATION

TANK ID: DESCRIPTION:
4 Q - VISUAL INSPECTION OF ASTS

**Environmental FirstSearch
Site Detail Report**

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

LUST

SEARCH ID: 10 **DIST/DIR:** 0.24 NE **ELEVATION:** 14 **MAP ID:** 4

<p>NAME: RIVERFRONT GROVES INC ADDRESS: 4889 US HWY 1 VERO BEACH FL 32967 INDIAN RIVER CONTACT: SOURCE: FL DEP</p>	<p>REV: 1/5/12 ID1: 318736712 ID2: 8736712.00 STATUS: FACILITY OPEN PHONE: (407) 562-4155</p>
--	--

DISCHARGE INFORMATION

DISCHARGE DATE: 10/26/1990
COMBINED:
SCORE:
SCORE DATE:
CLEANUP REQUIRED: R - CLEANUP REQUIRED
WORK STATUS: COMPLETED
DISCHARGE CLEANUP STATUS: NFA - NFA COMPLETE
INFO SOURCE: D - DISCHARGE NOTIFICATION
OTHER SOURCE:
SITE MANAGER: HELLE D
MANAGER END DATE: 08/01/1997
TANK OFFICE: PCCD - CD STORAGE TANK PROGRAM

POLLUTANT: B - UNLEADED GAS
GALLONS DISCHARGED:
DRINK WELLS AFFECTED: 0
MONITORING WELLS: NO
SOIL AFFECTED: YES
S WATER AFFECTED: NO
G WATER AFFECTED: YES
OTHER DESCRIPTION:

POLLUTANT: D - VEHICULAR DIESEL
GALLONS DISCHARGED:
DRINK WELLS AFFECTED: 0
MONITORING WELLS: NO
SOIL AFFECTED: YES
S WATER AFFECTED: NO
G WATER AFFECTED: YES
OTHER DESCRIPTION:

POLLUTANT: M - FUEL OIL - ONSITE HEAT
GALLONS DISCHARGED:
DRINK WELLS AFFECTED: 0
MONITORING WELLS: NO
SOIL AFFECTED: YES
S WATER AFFECTED: NO
G WATER AFFECTED: YES
OTHER DESCRIPTION:

UST INFORMATION

TOTAL NUMBER OF TANKS: 5
FACILITY TYPE: M - AGRICULTURAL

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Environmental FirstSearch
Site Detail Report

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

LUST

SEARCH ID: 10 **DIST/DIR:** 0.24 NE **ELEVATION:** 14 **MAP ID:** 4

NAME:	RIVERFRONT GROVES INC	REV:	1/5/12
ADDRESS:	4889 US HWY 1	ID1:	318736712
	VERO BEACH FL 32967	ID2:	8736712.00
	INDIAN RIVER	STATUS:	FACILITY OPEN
CONTACT:		PHONE:	(407) 562-4155
SOURCE:	FL DEP		

DEP CO: N

TANK INFORMATION

TANK ID: 1 STATUS: OPEN
TVI: TANK DEP CO: NO
INSTALLED: 01-JUL-1977 STAT DATE: 30-JUN-1990
TK STAT: B - REMOVED
CAPACITY(GAL): 2000
CONTENT: B - UNLEADED GAS
PLACE: UNDERGROUND
TYPE: M - AGRICULTURAL

TANK ID: 2 STATUS: OPEN
TVI: TANK DEP CO: NO
INSTALLED: 01-JUL-1970 STAT DATE: 30-APR-1990
TK STAT: B - REMOVED
CAPACITY(GAL): 9000
CONTENT: D - VEHICULAR DIESEL
PLACE: ABOVEGROUND
TYPE: M - AGRICULTURAL

TANK ID: 3 STATUS: OPEN
TVI: TANK DEP CO: NO
INSTALLED: 01-OCT-1974 STAT DATE: 30-JUN-1990
TK STAT: B - REMOVED
CAPACITY(GAL): 500
CONTENT: B - UNLEADED GAS
PLACE: UNDERGROUND
TYPE: M - AGRICULTURAL

TANK ID: 4 STATUS: OPEN
TVI: TANK DEP CO: NO
INSTALLED: 01-AUG-1972 STAT DATE:
TK STAT: U - IN SERVICE
CAPACITY(GAL): 7000
CONTENT: D - VEHICULAR DIESEL
PLACE: ABOVEGROUND
TYPE: M - AGRICULTURAL

TANK ID: 5 STATUS: OPEN
TVI: TANK DEP CO: NO
INSTALLED: 01-OCT-1990 STAT DATE:
TK STAT: U - IN SERVICE
CAPACITY(GAL): 2000
CONTENT: B - UNLEADED GAS
PLACE: ABOVEGROUND

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Environmental FirstSearch
Site Detail Report

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

LUST

SEARCH ID: 10 **DIST/DIR:** 0.24 NE **ELEVATION:** 14 **MAP ID:** 4

NAME:	RIVERFRONT GROVES INC	REV:	1/5/12
ADDRESS:	4889 US HWY 1	ID1:	318736712
	VERO BEACH FL 32967	ID2:	8736712.00
	INDIAN RIVER	STATUS:	FACILITY OPEN
CONTACT:		PHONE:	(407) 562-4155
SOURCE:	FL DEP		

TYPE: M - AGRICULTURAL

4 C - STEEL
4 K - AST CONTAINMENT
5 C - STEEL
5 K - AST CONTAINMENT

PIPING INFORMATION

TANK ID: DESCRIPTION:
4 A - ABV, NO SOIL CONTACT
4 B - STEEL/GALVANIZED METAL
5 A - ABV, NO SOIL CONTACT

MONITORING INFORMATION

TANK ID: DESCRIPTION:
4 Q - VISUAL INSPECTION OF ASTS

**Environmental FirstSearch
Site Detail Report**

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

LUST

SEARCH ID: 7 **DIST/DIR:** 0.28 SE **ELEVATION:** 18 **MAP ID:** 5

NAME:	INDIAN RIVER CNTY SCHOOL BD-GIFFORD MS	REV:	1/5/12
ADDRESS:	2726 45TH ST	ID1:	319200923
	VERO BEACH FL	ID2:	9200923.00
	INDIAN RIVER	STATUS:	FACILITY OPEN
CONTACT:		PHONE:	
SOURCE:	FL DEP		

DISCHARGE INFORMATION

DISCHARGE DATE: 06/05/1992
COMBINED:
SCORE:
SCORE DATE:
CLEANUP REQUIRED: R - CLEANUP REQUIRED
WORK STATUS: COMPLETED
DISCHARGE CLEANUP STATUS: NFA - NFA COMPLETE
INFO SOURCE: A - ABANDONED TANK RESTORATION
OTHER SOURCE:
SITE MANAGER: HELLE D
MANAGER END DATE: 12/29/1993
TANK OFFICE: PCCD - CD STORAGE TANK PROGRAM

POLLUTANT: G - EMERG GENERATOR DIESEL
GALLONS DISCHARGED:
DRINK WELLS AFFECTED: 0
MONITORING WELLS: YES
SOIL AFFECTED: NO
S WATER AFFECTED: NO
G WATER AFFECTED: NO
OTHER DESCRIPTION:

UST INFORMATION

TOTAL NUMBER OF TANKS: 2

FACILITY TYPE: I - COUNTY GOVERNMENT
DEP CO: N

TANK INFORMATION

TANK ID: 1 STATUS: OPEN
TVI: TANK DEP CO: NO
INSTALLED: 01-JUL-1946 STAT DATE:
TK STAT: U - IN SERVICE
CAPACITY(GAL): 2000
CONTENT: M - FUEL OIL - ONSITE HEAT
PLACE: UNDERGROUND
TYPE: I - COUNTY GOVERNMENT

TANK ID: 2 STATUS: OPEN
TVI: TANK DEP CO: NO
INSTALLED: 01-JUL-1946 STAT DATE:
TK STAT: U - IN SERVICE

- Continued on next page -

**Environmental FirstSearch
Site Detail Report**

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

LUST

SEARCH ID: 7 **DIST/DIR:** 0.28 SE **ELEVATION:** 18 **MAP ID:** 5

NAME: INDIAN RIVER CNTY SCHOOL BD-GIFFORD MS
ADDRESS: 2726 45TH ST
VERO BEACH FL
INDIAN RIVER
CONTACT:
SOURCE: FL DEP

REV: 1/5/12
ID1: 319200923
ID2: 9200923.00
STATUS: FACILITY OPEN
PHONE:

CAPACITY(GAL): 2000
CONTENT: M - FUEL OIL - ONSITE HEAT
PLACE: UNDERGROUND
TYPE: I - COUNTY GOVERNMENT

**Environmental FirstSearch
Site Detail Report**

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

LUST

SEARCH ID: 12 **DIST/DIR:** 0.34 NE **ELEVATION:** 12 **MAP ID:** 6

NAME:	THOMAS W LOCKWOOD-WAREHOUSES	REV:	1/5/12
ADDRESS:	4920 N US HWY	ID1:	319103397
	VERO BEACH FL 32960	ID2:	9103397.00
	INDIAN RIVER	STATUS:	FACILITY CLOSED
CONTACT:		PHONE:	(407) 589-1379
SOURCE:	FL DEP		

DISCHARGE INFORMATION

DISCHARGE DATE: 06/30/1992
COMBINED:
SCORE:
SCORE DATE:
CLEANUP REQUIRED: N - NO CLEANUP REQUIRED
WORK STATUS: COMPLETED
DISCHARGE CLEANUP STATUS: NREQ - CLEANUP NOT REQUIRED
INFO SOURCE: A - ABANDONED TANK RESTORATION
OTHER SOURCE:
SITE MANAGER:
MANAGER END DATE:
TANK OFFICE: -

UST INFORMATION

TOTAL NUMBER OF TANKS: 3
FACILITY TYPE: Z - OTHER REGULATED FACILITY
DEP CO: N

TANK INFORMATION

TANK ID: 1 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: STAT DATE: 30-JUN-1989
TK STAT: B - REMOVED
CAPACITY(GAL): 1000
CONTENT: A - LEADED GAS
PLACE: UNDERGROUND
TYPE: Z - OTHER REGULATED FACILITY

TANK ID: 2 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: STAT DATE: 30-JUN-1989
TK STAT: B - REMOVED
CAPACITY(GAL): 1000
CONTENT: A - LEADED GAS
PLACE: UNDERGROUND
TYPE: Z - OTHER REGULATED FACILITY

TANK ID: 3 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: STAT DATE: 30-JUN-1989
TK STAT: B - REMOVED

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Environmental FirstSearch
Site Detail Report

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

LUST

SEARCH ID: 12 **DIST/DIR:** 0.34 NE **ELEVATION:** 12 **MAP ID:** 6

NAME: THOMAS W LOCKWOOD-WAREHOUSES
ADDRESS: 4920 N US HWY
VERO BEACH FL 32960
INDIAN RIVER
CONTACT:
SOURCE: FL DEP

REV: 1/5/12
ID1: 319103397
ID2: 9103397.00
STATUS: FACILITY CLOSED
PHONE: (407) 589-1379

CAPACITY(GAL): 1000
CONTENT: A - LEADED GAS
PLACE: UNDERGROUND
TYPE: Z - OTHER REGULATED FACILITY

**Environmental FirstSearch
Site Detail Report**

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

LUST

SEARCH ID: 11 **DIST/DIR:** 0.41 SW **ELEVATION:** 20 **MAP ID:** 7

NAME:	SMITHS GROCERY	REV:	1/5/12
ADDRESS:	3206 45TH ST	ID1:	319202436
	GIFFORD FL 32967	ID2:	9202436.00
	INDIAN RIVER	STATUS:	FACILITY CLOSED
CONTACT:		PHONE:	(407) 562-9568
SOURCE:	FL DEP		

SITE INFORMATION

OPERATOR: ROBERT R SMITH
NAME UPDATED:
ADDR UPDATED:
BAD ADDR INDICATOR: Y

RP ID: 20094
RP ROLE: ACCOUNT OWNER
RP BEGIN: 08/20/1992
NAME: SMITHS GROCERY
3206 45TH ST ATTN: ROBERT R SMITH
GIFFORD FL 32967

PHONE: (407)562-9568

DISCHARGE INFORMATION

DISCHARGE DATE: 06/30/1992
COMBINED:
SCORE: 26
SCORE DATE: 04/27/2001
CLEANUP REQUIRED: R - CLEANUP REQUIRED
WORK STATUS: INACTIVE
DISCHARGE CLEANUP STATUS: ENTD - ELIGIBLE - NO TASK LEVEL DATA
INFO SOURCE: D - DISCHARGE NOTIFICATION
OTHER SOURCE:
SITE MANAGER:
MANAGER END DATE:
TANK OFFICE: -

APPLICATION RECD: 6/30/1992
ELIGIBILITY STATUS: E
ELIGIBILITY DATE: 1/28/2009
LETTER OF INTENT:
ELIG LETTER SENT: 02/05/2009
REDETERMINED: N
INSPECTION DATE: 12/27/1993
DEDUCTIBLE AMOUNT:
DED PAID TO DATE: 0
CO PAY AMOUNT: 25
CO-PAID PAID TO DATE: 0
CAP AMOUNT: 400000

UST INFORMATION

TOTAL NUMBER OF TANKS: 4

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Environmental FirstSearch
Site Detail Report

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

LUST

SEARCH ID: 11 **DIST/DIR:** 0.41 SW **ELEVATION:** 20 **MAP ID:** 7

NAME:	SMITHS GROCERY	REV:	1/5/12
ADDRESS:	3206 45TH ST GIFFORD FL 32967 INDIAN RIVER	ID1:	319202436
CONTACT:		ID2:	9202436.00
SOURCE:	FL DEP	STATUS:	FACILITY CLOSED
		PHONE:	(407) 562-9568

FACILITY TYPE: A - RETAIL STATION
DEP CO: N

TANK INFORMATION

TANK ID: 1 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: STAT DATE: 01-DEC-2008
TK STAT: B - REMOVED
CAPACITY(GAL): 1000
CONTENT: A - LEADED GAS
PLACE: UNDERGROUND
TYPE: A - RETAIL STATION

TANK ID: 2 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: STAT DATE: 01-DEC-2008
TK STAT: B - REMOVED
CAPACITY(GAL): 1000
CONTENT: A - LEADED GAS
PLACE: UNDERGROUND
TYPE: A - RETAIL STATION

TANK ID: 3 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: STAT DATE: 01-DEC-2008
TK STAT: B - REMOVED
CAPACITY(GAL): 500
CONTENT: B - UNLEADED GAS
PLACE: UNDERGROUND
TYPE: A - RETAIL STATION

TANK ID: 4 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: STAT DATE: 01-DEC-2008
TK STAT: B - REMOVED
CAPACITY(GAL): 200
CONTENT: K - KEROSENE
PLACE: UNDERGROUND
TYPE: A - RETAIL STATION

**Environmental FirstSearch
Site Detail Report**

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

LUST

SEARCH ID: 6 **DIST/DIR:** 0.43 SE **ELEVATION:** 12 **MAP ID:** 8

NAME:	GAS MARKET	REV:	1/5/12
ADDRESS:	4560 US HWY 1	ID1:	318520251
	VERO BEACH FL 32967	ID2:	8520251.00
	INDIAN RIVER	STATUS:	FACILITY CLOSED
CONTACT:		PHONE:	(407) 563-9960
SOURCE:	FL DEP		

SITE INFORMATION

OPERATOR: NAPLITANO, JAMES
NAME UPDATED:
ADDR UPDATED: 04/18/1996
BAD ADDR INDICATOR: N

RP ID: 14483
RP ROLE: ACCOUNT OWNER
RP BEGIN: 08/19/1985
NAME: MIDWAY OIL CO INC
PO BOX 2159
VERO BEACH FL 32961 2159

PHONE: (407)563-9960

DISCHARGE INFORMATION

DISCHARGE DATE: 07/08/1988
COMBINED:
SCORE: 30
SCORE DATE: 03/07/2011
CLEANUP REQUIRED: R - CLEANUP REQUIRED
WORK STATUS: INACTIVE
DISCHARGE CLEANUP STATUS: RAP - RAP ONGOING
INFO SOURCE: E - EDI
OTHER SOURCE:
SITE MANAGER: MAHER_DS
MANAGER END DATE: 07/01/2008
TANK OFFICE: PCLP5 - BREVARD OFFICE OF NATURAL RESOURCES

POLLUTANT: B - UNLEADED GAS
GALLONS DISCHARGED:
DRINK WELLS AFFECTED: 0
MONITORING WELLS: YES
SOIL AFFECTED: NO
S WATER AFFECTED: NO
G WATER AFFECTED: NO
OTHER DESCRIPTION:

APPLICATION RECD: 7/20/1988
ELIGIBILITY STATUS: E
ELIGIBILITY DATE: 9/22/1989
LETTER OF INTENT:
ELIG LETTER SENT: 09/22/1989
REDETERMINED: N
INSPECTION DATE: 01/26/1989

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Environmental FirstSearch
Site Detail Report

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

LUST

SEARCH ID: 6 **DIST/DIR:** 0.43 SE **ELEVATION:** 12 **MAP ID:** 8

NAME:	GAS MARKET	REV:	1/5/12
ADDRESS:	4560 US HWY 1	ID1:	318520251
	VERO BEACH FL 32967	ID2:	8520251.00
	INDIAN RIVER	STATUS:	FACILITY CLOSED
CONTACT:		PHONE:	(407) 563-9960
SOURCE:	FL DEP		

DEDUCTIBLE AMOUNT:
DED PAID TO DATE: 0
CO PAY AMOUNT:
CO-PAID PAID TO DATE: 0
CAP AMOUNT:

UST INFORMATION

TOTAL NUMBER OF TANKS: 9

FACILITY TYPE: A - RETAIL STATION
DEP CO: N

TANK INFORMATION

TANK ID: 1 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: 01-JAN-1976 STAT DATE: 01-MAR-1996
TK STAT: B - REMOVED
CAPACITY(GAL): 10000
CONTENT: B - UNLEADED GAS
PLACE: UNDERGROUND
TYPE: A - RETAIL STATION

TANK ID: 2 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: 01-MAR-1980 STAT DATE: 01-MAR-1996
TK STAT: B - REMOVED
CAPACITY(GAL): 10000
CONTENT: B - UNLEADED GAS
PLACE: UNDERGROUND
TYPE: A - RETAIL STATION

TANK ID: 3 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: 01-MAR-1980 STAT DATE: 01-MAR-1996
TK STAT: B - REMOVED
CAPACITY(GAL): 10000
CONTENT: B - UNLEADED GAS
PLACE: UNDERGROUND
TYPE: A - RETAIL STATION

TANK ID: 4 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: STAT DATE: 31-JUL-1988
TK STAT: B - REMOVED
CAPACITY(GAL): 4000

- Continued on next page -

**Environmental FirstSearch
Site Detail Report**

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

LUST

SEARCH ID: 6 **DIST/DIR:** 0.43 SE **ELEVATION:** 12 **MAP ID:** 8

NAME:	GAS MARKET	REV:	1/5/12
ADDRESS:	4560 US HWY 1	ID1:	318520251
	VERO BEACH FL 32967	ID2:	8520251.00
	INDIAN RIVER	STATUS:	FACILITY CLOSED
CONTACT:		PHONE:	(407) 563-9960
SOURCE:	FL DEP		

CONTENT: D - VEHICULAR DIESEL
PLACE: UNDERGROUND
TYPE: A - RETAIL STATION

TANK ID: 5 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: STAT DATE: 31-JUL-1988
TK STAT: B - REMOVED
CAPACITY(GAL): 4000
CONTENT: D - VEHICULAR DIESEL
PLACE: UNDERGROUND
TYPE: A - RETAIL STATION

TANK ID: 6 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: STAT DATE: 31-JUL-1988
TK STAT: B - REMOVED
CAPACITY(GAL): 4000
CONTENT: C - GASOHOL
PLACE: UNDERGROUND
TYPE: A - RETAIL STATION

TANK ID: 7 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: STAT DATE: 31-JUL-1988
TK STAT: B - REMOVED
CAPACITY(GAL): 4000
CONTENT: C - GASOHOL
PLACE: UNDERGROUND
TYPE: A - RETAIL STATION

TANK ID: 8 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: STAT DATE: 31-JUL-1988
TK STAT: B - REMOVED
CAPACITY(GAL): 4000
CONTENT: C - GASOHOL
PLACE: UNDERGROUND
TYPE: A - RETAIL STATION

TANK ID: 9 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: STAT DATE: 31-OCT-1989
TK STAT: B - REMOVED
CAPACITY(GAL): 2005
CONTENT: Z - OTHER NON REGULATED
PLACE: ABOVEGROUND
TYPE: A - RETAIL STATION

**Environmental FirstSearch
Site Detail Report**

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

LUST

SEARCH ID: 5 **DIST/DIR:** 0.45 SW **ELEVATION:** 20 **MAP ID:** 9

NAME:	BROWNS SERVICE STATION	REV:	1/5/12
ADDRESS:	3235 45TH ST	ID1:	319201744
	VERO BEACH FL 32967	ID2:	9201744.00
	INDIAN RIVER	STATUS:	FACILITY CLOSED
CONTACT:		PHONE:	(407) 567-0333
SOURCE:	FL DEP		

SITE INFORMATION

OPERATOR: BROWN, JOHN L
NAME UPDATED:
ADDR UPDATED:
BAD ADDR INDICATOR: Y

RP ID: 25525
RP ROLE: ACCOUNT OWNER
RP BEGIN: 06/25/1992
NAME: BROWN, JOHNNY L
3235 45TH ST
VERO BEACH FL 32967

PHONE: (407)567-0333

DISCHARGE INFORMATION

DISCHARGE DATE: 06/24/1992
COMBINED:
SCORE: 26
SCORE DATE: 04/24/2007
CLEANUP REQUIRED: R - CLEANUP REQUIRED
WORK STATUS: INACTIVE
DISCHARGE CLEANUP STATUS: RA - RA ONGOING
INFO SOURCE: D - DISCHARGE NOTIFICATION
OTHER SOURCE:
SITE MANAGER: LAMPKIN_N
MANAGER END DATE: 12/10/2010
TANK OFFICE: PCTM2 - PETROLEUM CLEANUP TEAM 2

POLLUTANT: A - LEADED GAS
GALLONS DISCHARGED:
DRINK WELLS AFFECTED: 0
MONITORING WELLS: NO
SOIL AFFECTED: YES
S WATER AFFECTED: NO
G WATER AFFECTED: NO
OTHER DESCRIPTION:

UST INFORMATION

TOTAL NUMBER OF TANKS: 3

FACILITY TYPE: C - FUEL USER/NON-RETAIL
DEP CO: N

- Continued on next page -

**Environmental FirstSearch
Site Detail Report**

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

LUST

SEARCH ID: 5 **DIST/DIR:** 0.45 SW **ELEVATION:** 20 **MAP ID:** 9

NAME: BROWNS SERVICE STATION
ADDRESS: 3235 45TH ST
VERO BEACH FL 32967
INDIAN RIVER
CONTACT:
SOURCE: FL DEP

REV: 1/5/12
ID1: 319201744
ID2: 9201744.00
STATUS: FACILITY CLOSED
PHONE: (407) 567-0333

TANK INFORMATION

TANK ID: 1 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: STAT DATE: 17-SEP-2009
TK STAT: B - REMOVED
CAPACITY(GAL): 1000
CONTENT: B - UNLEADED GAS
PLACE: UNDERGROUND
TYPE: C - FUEL USER/NON-RETAIL

TANK ID: 2 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: STAT DATE: 17-SEP-2009
TK STAT: B - REMOVED
CAPACITY(GAL): 1000
CONTENT: B - UNLEADED GAS
PLACE: UNDERGROUND
TYPE: C - FUEL USER/NON-RETAIL

TANK ID: 3 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: STAT DATE: 17-SEP-2009
TK STAT: B - REMOVED
CAPACITY(GAL): 1000
CONTENT: B - UNLEADED GAS
PLACE: UNDERGROUND
TYPE: C - FUEL USER/NON-RETAIL

Environmental FirstSearch
Site Detail Report

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

LUST

SEARCH ID: 8 **DIST/DIR:** 0.49 SE **ELEVATION:** 18 **MAP ID:** 10

NAME:	MOSLEYS GROCERIES	REV:	1/5/12
ADDRESS:	4306 26TH AVE	ID1:	319202353
	VERO BEACH FL	ID2:	9202353.00
	INDIAN RIVER	STATUS:	FACILITY CLOSED
CONTACT:		PHONE:	(813) 562-5881
SOURCE:	FL DEP		

DISCHARGE INFORMATION

DISCHARGE DATE: 06/30/1992
COMBINED: -
SCORE:
SCORE DATE:
CLEANUP REQUIRED: N - NO CLEANUP REQUIRED
WORK STATUS: COMPLETED
DISCHARGE CLEANUP STATUS: NREQ - CLEANUP NOT REQUIRED
INFO SOURCE: D - DISCHARGE NOTIFICATION
OTHER SOURCE:
SITE MANAGER:
MANAGER END DATE:
TANK OFFICE: -

UST INFORMATION

TOTAL NUMBER OF TANKS: 2
FACILITY TYPE: C - FUEL USER/NON-RETAIL
DEP CO: N

TANK INFORMATION

TANK ID: 1 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: STAT DATE: 30-JUN-1991
TK STAT: B - REMOVED
CAPACITY(GAL): 550
CONTENT: B - UNLEADED GAS
PLACE: UNDERGROUND
TYPE: C - FUEL USER/NON-RETAIL

TANK ID: 2 STATUS: CLOSED
TVI: TANK DEP CO: NO
INSTALLED: STAT DATE: 30-JUN-1991
TK STAT: B - REMOVED
CAPACITY(GAL): 550
CONTENT: A - LEADED GAS
PLACE: UNDERGROUND
TYPE: C - FUEL USER/NON-RETAIL

Environmental FirstSearch Descriptions

NPL: EPA NATIONAL PRIORITY LIST - The National Priorities List is a list of the worst hazardous waste sites that have been identified by Superfund. Sites are only put on the list after they have been scored using the Hazard Ranking System (HRS), and have been subjected to public comment. Any site on the NPL is eligible for cleanup using Superfund Trust money. A Superfund site is any land in the United States that has been contaminated by hazardous waste and identified by the Environmental Protection Agency (EPA) as a candidate for cleanup because it poses a risk to human health and/or the environment. FINAL - Currently on the Final NPL PROPOSED - Proposed for NPL

NPL DELISTED: EPA NATIONAL PRIORITY LIST Subset - Database of delisted NPL sites. The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate. DELISTED - Deleted from the Final NPL

CERCLIS: EPA COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY INFORMATION SYSTEM (CERCLIS)- CERCLIS is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. PART OF NPL- Site is part of NPL site DELETED - Deleted from the Final NPL FINAL - Currently on the Final NPL NOT PROPOSED - Not on the NPL NOT VALID - Not Valid Site or Incident PROPOSED - Proposed for NPL REMOVED - Removed from Proposed NPL SCAN PLAN - Pre-proposal Site WITHDRAWN - Withdrawn

NFRAP: EPA COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY INFORMATION SYSTEM ARCHIVED SITES - database of Archive designated CERCLA sites that, to the best of EPA's knowledge, assessment has been completed and has determined no further steps will be taken to list this site on the National Priorities List (NPL). This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site. NFRAP - No Further Remedial Action Plan P - Site is part of NPL site D - Deleted from the Final NPL F - Currently on the Final NPL N - Not on the NPL O - Not Valid Site or Incident P - Proposed for NPL R - Removed from Proposed NPL S - Pre-proposal Site W - Withdrawn

RCRA COR ACT: EPA RESOURCE CONSERVATION AND RECOVERY INFORMATION SYSTEM SITES - Database of hazardous waste information contained in the Resource Conservation and Recovery Act Information (RCRAInfo), a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to state environmental agencies. These agencies, in turn pass on the information to regional and national EPA offices. This regulation is governed by the Resource Conservation and Recovery Act (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984. RCRAInfo facilities that have reported violations and subject to corrective actions.

RCRA TSD: EPA RESOURCE CONSERVATION AND RECOVERY INFORMATION SYSTEM TREATMENT, STORAGE, and DISPOSAL FACILITIES. - Database of hazardous waste information contained in the Resource Conservation and Recovery Act Information (RCRAInfo), a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are

required to provide information about their activities to state environmental agencies. These agencies, in turn pass on the information to regional and national EPA offices. This regulation is governed by the Resource Conservation and Recovery Act (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984. Facilities that treat, store, dispose, or incinerate hazardous waste.

RCRA GEN: EPA/MA DEP/CT DEP RESOURCE CONSERVATION AND RECOVERY INFORMATION SYSTEM GENERATORS - Database of hazardous waste information contained in the Resource Conservation and Recovery Act Information (RCRAInfo), a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to state environmental agencies. These agencies, in turn pass on the information to regional and national EPA offices. This regulation is governed by the Resource Conservation and Recovery Act (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984. Facilities that generate or transport hazardous waste or meet other RCRA requirements. LGN - Large Quantity Generators SGN - Small Quantity Generators VGN - Conditionally Exempt Generator. Included are RAATS (RCRA Administrative Action Tracking System) and CMEL (Compliance Monitoring & Enforcement List) facilities. CONNECTICUT HAZARDOUS WASTE MANIFEST - Database of all shipments of hazardous waste within, into or from Connecticut. The data includes date of shipment, transporter and TSD info, and material shipped and quantity. This data is appended to the details of existing generator records. MASSACHUSETTES HAZARDOUS WASTE GENERATOR - database of generators that are regulated under the MA DEP. VQN-MA = generates less than 220 pounds or 27 gallons per month of hazardous waste or waste oil. SQN-MA = generates 220 to 2,200 pounds or 27 to 270 gallons per month of waste oil. LQG-MA = generates greater than 2,200 lbs of hazardous waste or waste oil per month.

Fed Brownfield: EPA BROWNFIELD MANAGEMENT SYSTEM (BMS) - database designed to assist EPA in collecting, tracking, and updating information, as well as reporting on the major activities and accomplishments of the various Brownfield grant Programs. CLEANUPS IN MY COMMUNITY (subset) - Sites, facilities and properties that have been contaminated by hazardous materials and are being, or have been, cleaned up under EPA's brownfield's program.

ERNS: EPA/NRC EMERGENCY RESPONSE NOTIFICATION SYSTEM (ERNS) - Database of incidents reported to the National Response Center. These incidents include chemical spills, accidents involving chemicals (such as fires or explosions), oil spills, transportation accidents that involve oil or chemicals, releases of radioactive materials, sightings of oil sheens on bodies of water, terrorist incidents involving chemicals, incidents where illegally dumped chemicals have been found, and drills intended to prepare responders to handle these kinds of incidents. Data since January 2001 has been received from the National Response System database as the EPA no longer maintains this data.

Tribal Lands: BIA INDIAN LANDS AND NATIVE ENTITIES IN FLORIDA - database of American Indian reservations in Florida.

Tribal Lands: DOI/BIA INDIAN LANDS OF THE UNITED STATES - Database of areas with boundaries established by treaty, statute, and (or) executive or court order, recognized by the Federal Government as territory in which American Indian tribes have primary governmental authority. The Indian Lands of the United States map layer shows areas of 640 acres or more, administered by the Bureau of Indian Affairs. Included are Federally-administered lands within a reservation which may or may not be considered part of the reservation. BUREAU OF INDIAN AFFAIRS CONTACT - Regional contact information for the Bureau of Indian Affairs offices.

State/Tribal Sites: FL DER/DEP/EPA FLORIDA SITES LIST - database of identified facilities and/or locations that the Florida Department of Environmental Regulation has recognized with potential or existing environmental contamination. SUPERFUND HAZARDOUS WASTE SITES- database that correlates to the NPL list and includes active, delisted, and Federal sites.

State Spills 90: FDEP PETROLEUM CONTAMINATION AND CLEANUP REPORTS - database of contaminated facility reports provide the Facility ID, Facility Type, Score, Rank, Operator Information, and Owner Information, for facilities that currently have contamination

State/Tribal SWL: FDEP SOLID WASTE FACILITIES LIST - database concerned with the handling of waste and includes locations identified with solid waste landfilling or associated activities involving the handling of solid waste. The presence of a site on this list does not necessarily indicate existing environmental contamination, but rather the potential. The FDEP assigns scores to the sites based on the threat to human health and the environment. The Rank is determined by the site's Score and reflects the state's priority for remedial action on that site. Typically, the lower the Rank value, the greater the priority for remedial action from the state.

State/Tribal LUST: FDEP LEAKING UNDERGROUND STORAGE TANKS LIST - database of petroleum storage tank systems that have reported the possible release of contaminants. Included within this list are sites that are in the Florida Early Detection Incentive (EDI) Program, the Abandoned Tank Restoration Program (ATRP) and the Petroleum Liability Insurance Restoration Program (PLIRP). These programs support remedial action or reimbursement for those sites with environmental problems due to leaking fuel storage tanks. Some sites listed in the report have not yet been accepted in these programs.

State/Tribal UST/AST: FDEP/EPA STORAGE TANK AND CONTAMINATION MONITORING DATABASE - Database of all storage tank facilities registered with the Department and tracked for active storage tanks, storage tank history, or petroleum cleanup activity. Information includes facility identification number, site location information, and basic storage tank information such as size, placement, substance stored, installation date and current tank status. TRIBAL LAND UNDERGROUND STORAGE TANKS - database of underground storage tanks that are reported to be on Native American lands. These sites are reported to the region 4 office of the EPA by the local tribal governments. The sites can be identified by their ID: NL-FL- number.

State/Tribal EC: FDEP INSTITUTIONAL CONTROLS REGISTRY DATABASE Subset- database of sites that have institutional controls and engineering controls was developed to assist with tracking those properties upon which an institutional control has been imposed pursuant to the provisions contained in Chapters 376 or 403, F.S. For Brownfield sites the ICR has been prepared for the public and local governments to monitor the status of those controls.

State/Tribal IC: FDEP INSTITUTIONAL CONTROLS REGISTRY DATABASE - database of institutional controls was developed to assist with tracking those properties upon which an institutional control has been imposed pursuant to the provisions contained in Chapters 376 or 403, F.S. For Brownfield sites the ICR has been prepared for the public and local governments to monitor the status of those controls.

State/Tribal VCP: FL DEP VOLUNTARY CLEANUP PROGRAM- A static state wide database of sites that have or may receive a tax credit. Tax credits are issued based on a percentage of the costs of "voluntary" cleanup. In other words, the

person conducting cleanup is paying for it rather than the site being cleaned up using state funding through the Drycleaning Solvent Cleanup Program. The following three types of sites may be eligible for tax credits: (1) A drycleaning solvent contaminated site eligible for state-funded site rehabilitation under s. 376.3078(3), F.S.; (2) A drycleaning solvent contaminated site at which cleanup is undertaken by the real property owner pursuant to s. 376.3078(10), F.S., if the real property owner is not also, and has never been, the owner or operator of the drycleaning facility where the contamination exists; or (3) A brownfield site in a designated brownfield area under s. 376.80, F.S.

State/Tribal Brownfields: FDEP BROWNFIELDS REDEVELOPMENT PROGRAM DATABASE- database of reports generated from the Brownfield Access Database which tracks the number of designated Brownfield areas, executed Brownfield site rehabilitation agreements, state and federal programs funding, and local Brownfield coordinators' contact information

State Other: FDEP SINKHOLES - database of sinkholes from the Florida Geological Survey Sinkholes. DRYCLEANERS LIST - database of dry cleaning facilities registered with the Department. Information includes facility identification number, site location information, related party (owner) information, and facility type and status. Data is taken from the Storage Tank & Contamination Monitoring database, the registration repository of dry cleaner facility data. CATTLE DIPPING VATS - database of vats that were filled with an arsenic solution for the control and eradication of the cattle fever tick. Other pesticides such as DDT were also widely used. This is a static list from 1910 through 1950s.

Federal IC / EC: EPA FEDERAL ENGINEERING AND INSTITUTIONAL CONTROLS- Superfund sites that have either an engineering or an institutional control. The data includes the control and the media contaminated. RESOURCE CONSERVATION AND RECOVERY INFORMATION SYSTEM SITES (RCRA) – RCRA sites that have institutional controls.

Dry Cleaners: FLDEP DRYCLEANERS LIST - database of dry cleaning facilities registered with the Department. Information includes facility identification number, site location information, related party (owner) information, and facility type and status. Data is taken from the Storage Tank & Contamination Monitoring database, the registration repository of dry cleaner facility data.

Environmental FirstSearch Database Sources

NPL: EPA Environmental Protection Agency

Updated quarterly

NPL DELISTED: EPA Environmental Protection Agency

Updated quarterly

CERCLIS: EPA Environmental Protection Agency

Updated quarterly

NFRAP: EPA Environmental Protection Agency.

Updated quarterly

RCRA COR ACT: EPA Environmental Protection Agency.

Updated quarterly

RCRA TSD: EPA Environmental Protection Agency.

Updated quarterly

RCRA GEN: EPA/MA DEP/CT DEP Environmental Protection Agency, Massachusetts Department of Environmental Protection, Connecticut Department of Environmental Protection

Updated quarterly

Fed Brownfield: EPA Environmental Protection Agency

Updated quarterly

ERNS: EPA/NRC Environmental Protection Agency National Response Center.

Updated annually

Tribal Lands: BIA Bureau of Indian Affairs

Updated when available

Tribal Lands: DOI/BIA United States Department of the Interior Bureau of Indian Affairs

Updated annually

State/Tribal Sites: FL DER/DEP/EPA Florida Department of Environmental Protection, Bureau of Waste Cleanup
US Environmental Protection Agency

Updated quarterly

State Spills 90: FDEP Florida Department of Environmental Protection

Updated quarterly

State/Tribal SWL: FDEP Florida Department of Environmental Protection

Updated annually

State/Tribal LUST: FDEP Florida Department of Environmental Protection

Updated quarterly

State/Tribal UST/AST: FDEP/EPA Florida Department of Environmental Protection
Environmental Protection Agency

Updated quarterly

State/Tribal EC: FDEP Florida Department of Environmental Protection

Updated quarterly

State/Tribal IC: FDEP Florida Department of Environmental Protection

Updated quarterly

State/Tribal VCP: FL DEP Florida Department of Environmental Protection

Updated no longer available

State/Tribal Brownfields: FDEP The Florida Department of Environmental Protection, Division of Waste Management.

Updated quarterly

State Other: FDEP Florida Department of Environmental Protection Storage Tank & Contamination
Monitoring. Department of Environmental Protection Cattle Dipping Vats Florida Geological Survey Sinkholes database

Updated quarterly

Federal IC / EC: EPA Environmental Protection Agency

Updated quarterly

Dry Cleaners: FLDEP Florida Department of Environmental Protection Storage Tank & Contamination Monitoring.

Updated quarterly

Environmental FirstSearch
Street Name Report for Streets within .25 Mile(s) of Target Property

Target Property: 47TH ST
VERO BEACH FL 32967

JOB: 12-124

Street Name	Dist/Dir	Street Name	Dist/Dir
23rd Ct	0.14 NE		
25th Ave	0.23 SE		
28th Ct	0.08 SW		
29th Ave	0.13 NW		
30th Ave	0.18 SW		
46th Pl	0.19 SW		
46th St	0.22 SW		
47th Pl	0.05 NW		
47TH ST	0.00--		
48th Pl	0.15 NW		
48th St	0.1 NW		
49th St	0.24 NE		
Lindsey Rd	0.22 NW		
Old Dixie Hwy	0.16 NE		

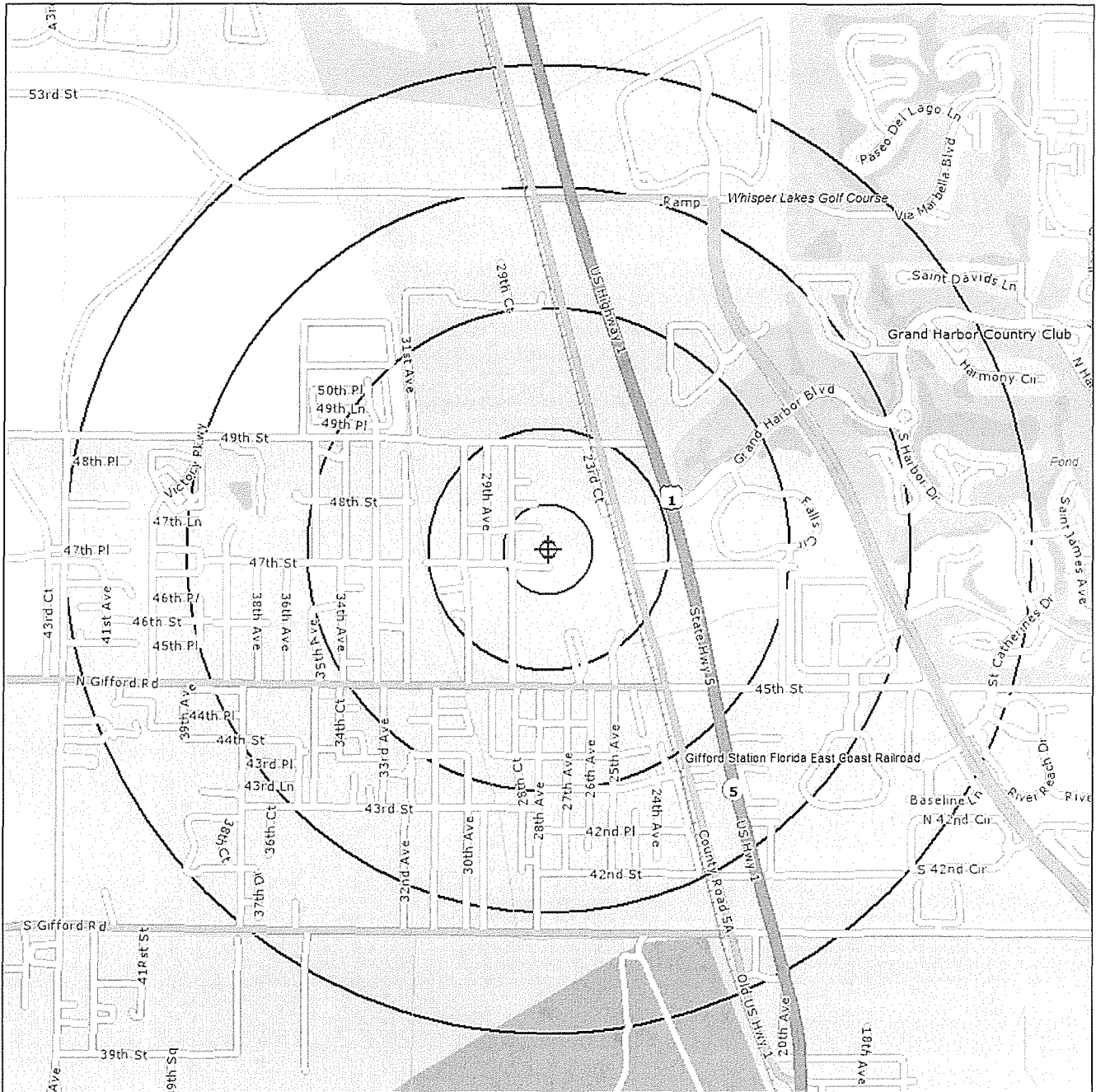


Environmental FirstSearch

1 Mile Radius

ASTM Map: NPL, RCRA COR, STATE Sites

47TH ST, VERO BEACH FL 32967



Source: Tele Atlas

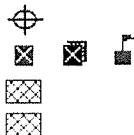
Target Site (Latitude: 27.679081 Longitude: -80.413225)

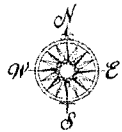
Identified Site, Multiple Sites, Receptor

NPL, DELNPL, Brownfield, Solid Waste Landfill (SWL), Hazardous Waste

Triballand

Black Rings Represent 1/4 Mile Radius; Red Ring Represents 500 ft Radius



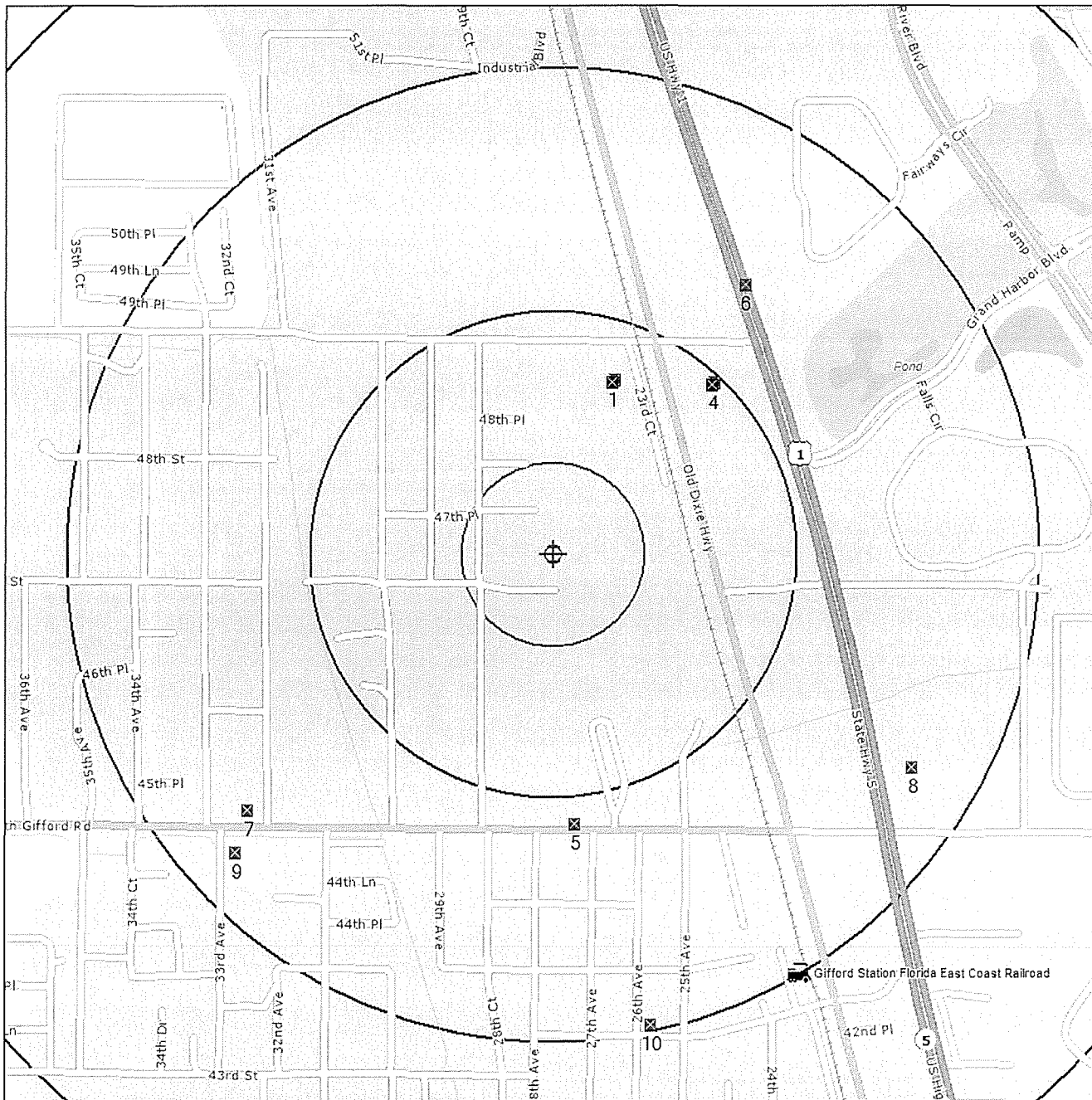


Environmental FirstSearch

.5 Mile Radius

ASTM Map: CERCLIS, RCRATSD, LUST, SWL

47TH ST, VERO BEACH FL 32967



Source: Tele Atlas

Target Site (Latitude: 27.679081 Longitude: -80.413225)

Identified Site, Multiple Sites, Receptor

NPL, DELNPL, Brownfield, Solid Waste Landfill (SWL), Hazardous Waste

Triballand.....

Black Rings Represent 1/4 Mile Radius; Red Ring Represents 500 ft. Radius





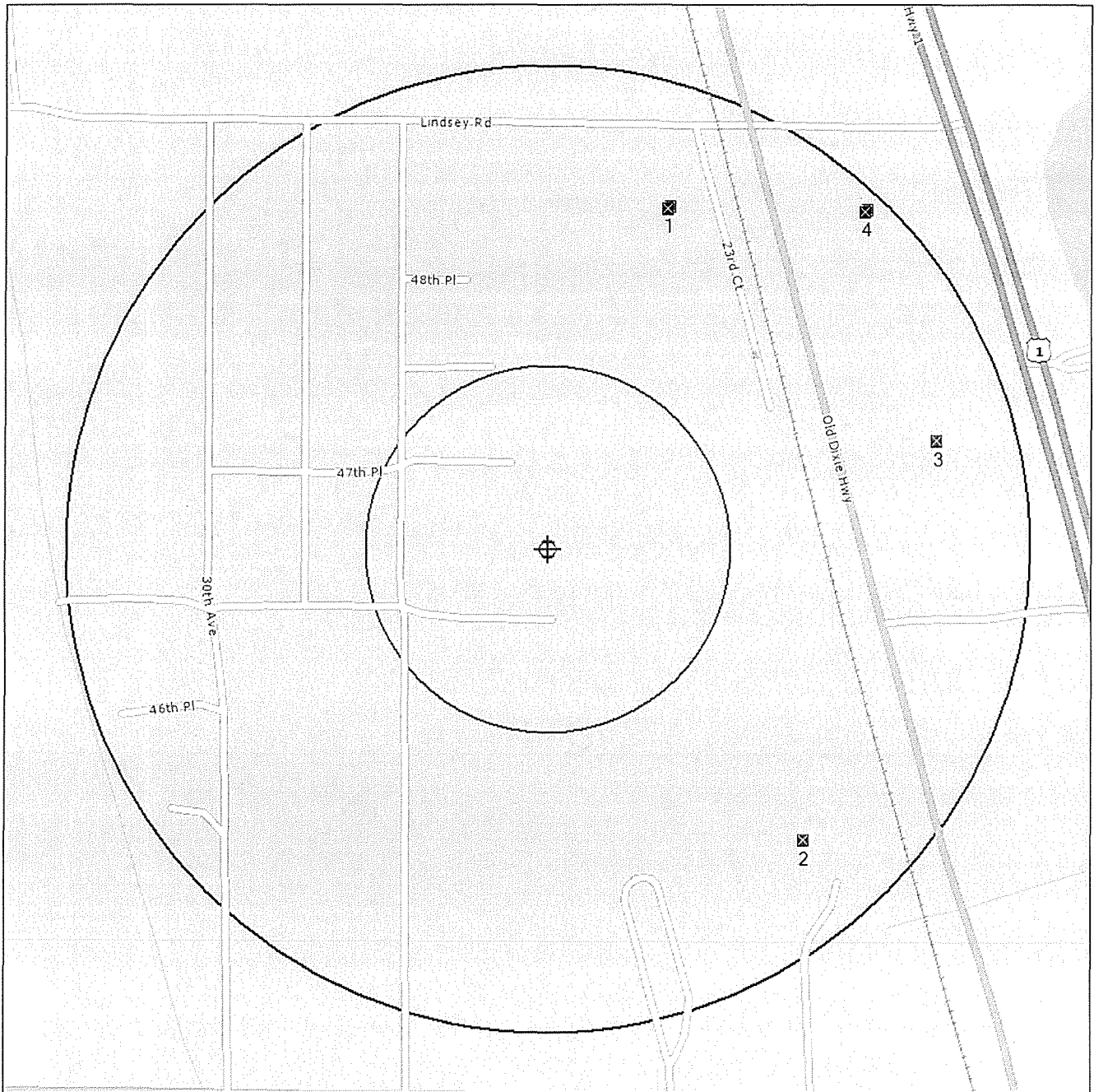
Environmental FirstSearch

.25 Mile Radius

ASTM Map: RCRA GEN, ERNS, UST, FED IC/EC, METH LABS



47TH ST, VERO BEACH FL 32967



Source: Tele Atlas

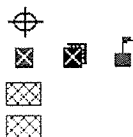
Target Site (Latitude: 27.679081 Longitude: -80.413225)

Identified Site, Multiple Sites, Receptor

NPL, DELNPL, Brownfield, Solid Waste Landfill (SWL), Hazardous Waste

Triballand.....

Black Rings Represent 1/4 Mile Radius; Red Ring Represents 500 ft. Radius





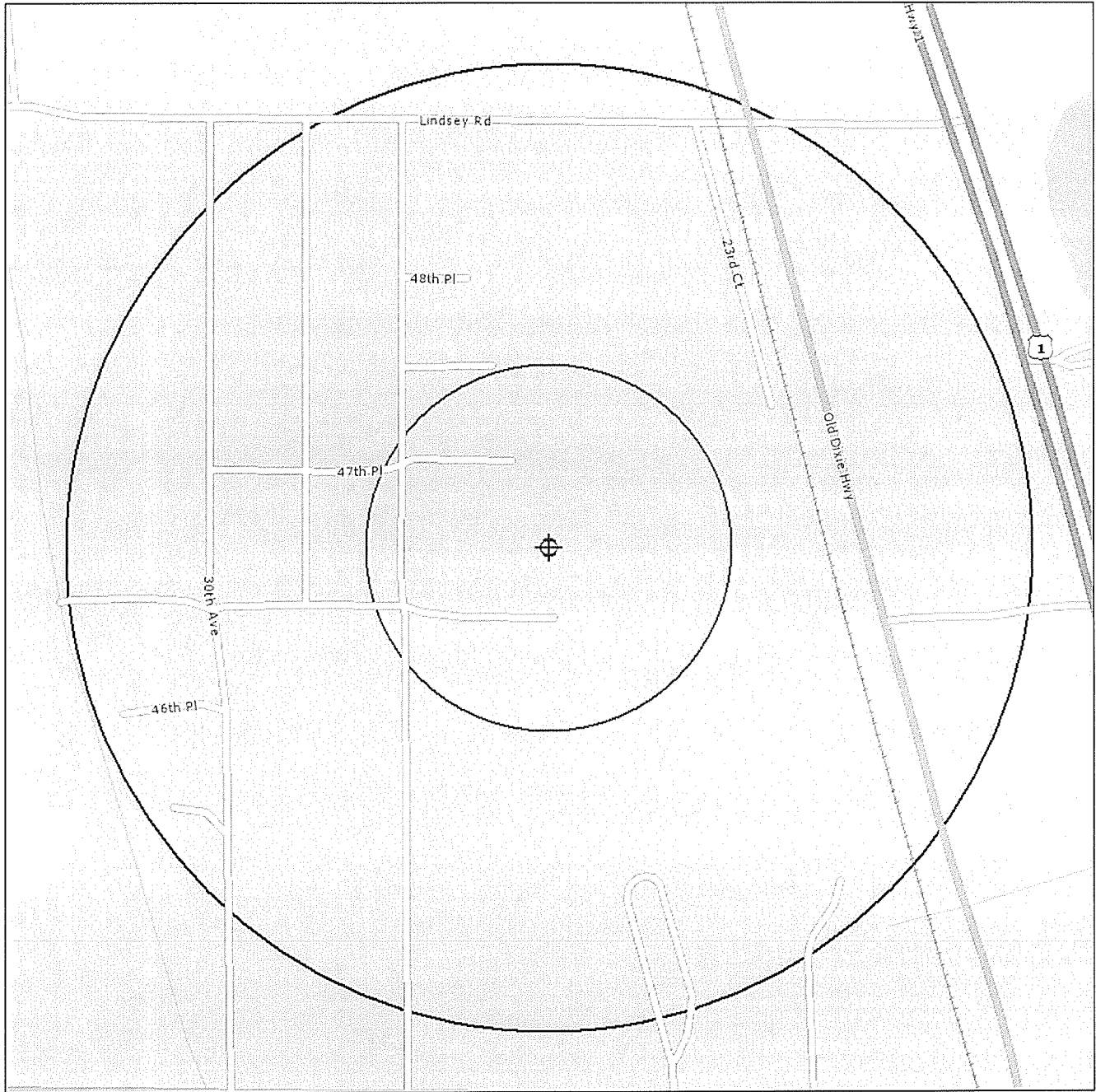
Environmental FirstSearch

.25 Mile Radius

Non-ASTM Map: No Sites Found

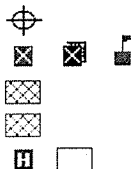


47TH ST, VERO BEACH FL 32967



Source: Tele Atlas

- Target Site (Latitude: 27.679081 Longitude: -80.413225)
- Identified Site, Multiple Sites, Receptor
- NPL, DELNPL, Brownfield, Solid Waste Landfill (SWL), Hazardous Waste
- Triballand.....
- National Historic Sites and Landmark Sites
- Black Rings Represent 1/4 Mile Radius; Red Ring Represents 500 ft. Radius





ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

573 SW Biltmore Street
Port St. Lucie, Florida 34983

Invoice

Invoice No: A12-1252

Invoice Date: April 23, 2012

AAACE Project No: 12-124

Bill To: Carter Associates, Inc.
1708 21st Street
Vero Beach, Florida 32960

Attention: Mr. Clint Rahjes, P.E.

Subject:

**PHASE I ENVIRONMENTAL SITE ASSESSMENT
0.89-ACRE 'GLASS' PROPERTY
47TH PLACE AND 28TH COURT
VERO BEACH, INDIAN RIVER COUNTY, FLORIDA**

Lump sum as per AAACE Proposal P12-125 dated March 25, 2012. \$1,600.00

Total Invoice Amount: \$1,600.00

Please remit payment within 30 days to:

Andersen Andre Consulting Engineers, Inc. • 573 SW Biltmore Street • Port St. Lucie, Florida 34983

Please call (772) 807-9191 with any questions concerning payment.

May 11, 2011

Susan Olson
1990 25th Street
Vero Beach, FL 32960

RE: Parcel of Property Located in Gifford
47th Street, Vero Beach, FL

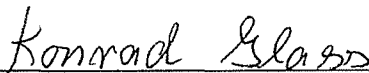
Dear Ms. Olson:

Confirming our recent phone conversation, my wife Eva and I wish to donate the referenced property to the School District of Indian River County as of this date.


Please forward any necessary documentation to transfer this property to the School District.

Thank you for your assistance in helping to finalize this transaction.

Sincerely,



Konrad Glass
4168 Newburg Road
Bethlehem, PA 18020



Eva Glass
4168 Newburg Road
Bethlehem, PA 18020

APPLICATION AND CERTIFICATE FOR PAYMENT

REVISED-08/08/2006

TO (OWNER): **School District of Indian River County**
 1990 25th Street
 Vero Beach, FL 32960

PROJECT: **North County Middle School "BB"**
 6400 57th Street
 Vero Beach, FL 32967

APPLICATION NO: **49**
 CONSTRUCTION
 PERIOD TO: **4/25/2012**

Distribution to:
 OWNER (3)
 ENGINEER CARTER(1)
 CONTRACTOR (1)

FROM (CONTRACTOR): **Proctor Construction Company**
 1401 Highway A-1-A, Suite 301
 Vero Beach, FL 32963

VIA (ARCHITECT): **Schenkel Schultz- Attn: Jim Waterman**
 2640 Golden Gate Parkway Suite 306, Naples, FL 34105

ARCHITECT'S PROJECT NO: **North County Middle School "BB"**

CONTRACT FOR: **Construction** CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

PURCHASE ORDER SUMMARY		
Purchase Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		0.00
Approved this Month		
Number	Date Approved	
REQ 1-43	2/25/2009	-8,938,977.25
OWNER Road/Bridge		-8,000,000.00
OWNER REQ	07/29/08	-405205.71
OWNER Road/Bridge	08/20/09	1,824,748.00
USED PO AM	04/10/12	40,155.28
TOTALS	1,864,903.28	-15,479,279.68
Net change:		-15,479,279.68

Application is made for Payment, as shown below, in connection with the Contract. Detail Sheet is attached.

1. ORIGINAL CONTRACT SUM	<u>45,645,106.00</u>
2. PURCHASE ORDERS/OCO	<u>-15,479,279.68</u>
3. CONTRACT SUM TO DATE	<u>30,165,826.32</u>
4. TOTAL COMP & STORED TO DATE	<u>29,308,449.92</u>
5. RETAINAGE:	
Retainage Held to Date	
10% of Stored Material	0.00
TOTAL RETAINAGE	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE	<u>29,308,449.92</u>
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	<u>29,281,954.69</u>
(Line 6 FROM PRIOR Certificate)	
8. CURRENT PAYMENT DUE	<u>26,495.23</u>
9. BALANCE TO FINISH, PLUS RETAINAGE	<u>857,376.40</u>
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Donald L. Tolliver Date: 4/25/2012
 Donald L. Tolliver, President

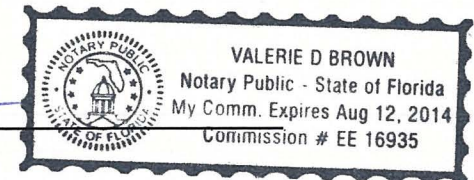
State of: Florida County of: Indian River

Subscribed and sworn before me this 25TH day of APRIL 2012

Notary Public:

Valerie D Brown

My Commission expires: Aug 12, 2014



ARCHITECT'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED \$ 26,495.23

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER:

By: Pat F. Walther

Date: 5/7/12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CUSTOMER			JOB LOCATION		TICKET #
INDIAN RIVER COUNTY SCHOOLS			210 TONS		Bid# 35355
ATTN: ACCOUNT PAYABLE			VERO BEACH HIGH		
1990 25TH STREET			1770 16TH STREET		
VERO BEACH FL 32960			VERO BEACH FL 32960		Loc 100
DL/ID #	JOB SITE CONTACT PHONE	PHONE	OUT	DATE	TIME
AR-1096	7724732550	W (772) 564-5045 F (772) 564-5048		04/13/12	8:25 AM HNS
ID#3	PO/JOB #	JOB SITE CONTACT	DUE		
HNS	PLEASE PROVIDE	DONNIE ESKEW		05/11/12	8:25 AM KEL

BID

Page: 1

QTY	ITEM
-----	------

NOTES : Quote is for the following:
 (1) 210 Ton Chiller - Air Cooled
 (1) 50 ft power cable
 100 ft chiller hose
 Use PUMP onsite.
 Delivery Roundtrip, Install/Removal
 480 v - 3p - 800 amps AVAILABLE onsite

 Please sign & return quote with PO#
 Monthly rates are based on a 4 week or 28 day term.

TOTAL FOR FIRST MONTH = \$10,230.00
 EACH ADDITIONAL MONTH = \$8,400.00
 EACH ADDITIONAL WEEK = \$2,800.00
 EACH ADDITIONAL DAY = \$933.00
 PLEASE PROVIDE 2012 TAX EXEMPT CERTIFICATE TO ENSURE TAX FREE STATUS WHEN INVOICED.

- 1 6210-0001 210-TON CHILLER A/C UNIT
- 1 DEL1 DELIVERY/PICKUP CHARGE
- 1 FUEL1 FUEL SURCHARGE
- 1 LABOR1 INSTALLATION & REMOVAL

NOTES : ADDITIONAL EQUIPMENT:
 * 7 - 4/0 CABLE
 * 100' OF 6" HOSE
 * 2 - 8" TO 6" FLANGE
 * 7 PIGTAILS

- This quotation is valid for 30 days

****CALL OFF RENTAL INFO****

EQUIPMENT WILL REMAIN ON RENT UNTIL CUSTOMER CALLS PORTABLE AIR (800.341.4297) DURING NORMAL BUSINESS HOURS - MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 8:00AM TO 5:00PM. CUSTOMER MUST OBTAIN A RELEASE CONFIRMATION NUMBER.

Customer is responsible for all applicable taxes, license, permits, and fees.

Rates based on normal work hours: Mon-Fri 8:00am-5:00pm unless noted otherwise.

By signing below, I acknowledge that I have received Portable Air's terms and conditions of this contract and agree to abide by them.

16-APR-12 11:39:45

LESSEE X _____
 TERMS: NET 10 DAYS UNLESS OTHERWISE AGREED UPON.



Trane
 6965 Vista Parkway North #11
 West Palm Beach, FL 33411
 Phone: (561) 683-1521
 Fax: (561) 697-8714
 License# CAC023485

April 9, 2012

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

RE: Vero Beach High School – Rental Chiller

As requested, Trane is providing a proposal to provide and install a rental chiller for Vero Beach High. The schools existing chiller plant consists of approx. 450 ton Centrifugal chiller and a 250 ton Screw Chiller. The existing Centrifugal chiller is out of service and will be inoperable for an unknown period of time. Based on the tonnage requirements provided by IRSD staff, we believe that a 200 or 300 ton chiller will be required to properly cool the facility. The proposal below includes rental of a chiller, pump, flatbed trailer, electrical cables and flex hoses along with Trane labor to set up, install and disassemble the rental chiller equipment. An option for a 200 or 300 is being provided.

Equipment down:

Equipment	Manufacturer	Model Number	Serial Number
Chiller 2	Trane	CVHF485	L06M05885

Scope of Service:

- Trane will provide rental equipment to include chiller, pump, electrical cables, flex hoses, fittings and flatbed trailer
- Trane will provide labor and materials to connect rental chiller to existing chiller loop
- Trane will provide labor to start up and verify operation
- Trane will provide labor to disassemble and prepare rental equipment for return at the completion of the rental

Pricing Options:

200 ton chiller, trailer, pump, cables and hoses	\$17,912 per month
300 ton chiller, trailer, pump, cables and hoses	\$22,653 per month
Freight	Included
Labor and Materials - Installation start up and disassemble	\$7,220

Please note:

1. Pricing is based on completing work during normal business hours unless stated otherwise.
2. Any scope or work not specifically included in the attached documents is excluded.
3. IRSD is responsible for providing a location for the chiller and will be responsible for staging the area to include any fencing or staging equipment
4. Pricing based on using existing electrical, a generator is not included

Thank you for giving us this opportunity. If you have any questions please call me at (561) 596-7343.

Sincerely,

James Desousa
 Account Manager

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

Today's Date: 4/3/2012

Policy Number: 3.04

Policy Title: Employment Requirements for Administrative and Instructional Personnel

Check one of the following:

New Policy:

Amendment:

Repeal:

I. Summary of Proposed New or Revised Policy:

The proposed policy revisions address the probationary annual contract that was effective July 1, 2011. The proposed revisions also serve to delete two paragraphs from the instructional staff section of the policy that are worded to apply to administrative staff and are already contained in the administrative staff section of the policy.

II. Estimated Economic Impact: \$ None

III. Referenced Statutes:

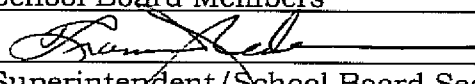
Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43 (F.S.)

Implemented: 1001.42(5), 1001.51(7), 1012.315, 1012.32, 1012.796, 1012.33, 1012.335, 1012.55, 1012.24 F.S. (F.S. and/or FSBE)

IV. Indian River County School Board (Ms. Stang will complete after adoption.)

Date Adopted by IRCSB: _____
Date Amended by IRCSB: / /
Date Repealed by IRCSB: / /

V. School Board Authorization:

Action Initiated by: School Board Members
Approved by: 
(Signature of) Superintendent/School Board Secretary

Do not write below this line.

School Board Recording Secretary:

- | | |
|---|------------------|
| 1. Discussion Agenda Item: Workshops | <u>3/27/2012</u> |
| 2. Action Agenda Item - Date for Public Hearing | <u>4/10/2012</u> |
| 3. Legal Notice | <u>4/16/2012</u> |
| 4. Public Hearing/Adopted Date (Action Item) | <u>5/22/2012</u> |

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~~1997, the ~~employment~~initial annual contract shall include a ~~97-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.
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- (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.~~

9-10. 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, _____

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

Today's Date: 4/3/2012

Policy Number: 3.07

Policy Title: Non-Degreed, Career and Technical, and Part Time Adult Educational
Instructional Personnel

Check one of the following:

New Policy:

Amendment:

Repeal:

I. Summary of Proposed New or Revised Policy:

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.

II. Estimated Economic Impact: \$ None

III. Referenced Statutes:

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, 1012.43 F.S. (F.S.
and/or FSBE)

IV. Indian River County School Board (Ms. Stang will complete after adoption.)

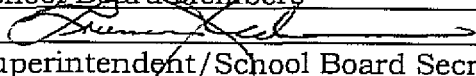
Date Adopted by IRCSB: _____

Date Amended by IRCSB: / /

Date Repealed by IRCSB: / /

V. School Board Authorization:

Action Initiated by: School Board Members

Approved by: 
(Signature of) Superintendent/School Board Secretary

Do not write below this line.

School Board Recording Secretary:

- | | |
|---|------------------|
| 1. Discussion Agenda Item: Workshops | <u>3/27/2012</u> |
| 2. Action Agenda Item – Date for Public Hearing | <u>4/10/2012</u> |
| 3. Legal Notice | <u>4/16/2012</u> |
| 4. Public Hearing/Adopted Date (Action Item) | <u>5/22/2012</u> |

3.07 NON-DEGREEED 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-degreeed career and technical instructional personnel provided the requirements of this rule are met. Non-degreeed career and technical instructional personnel shall only be assigned to teach career and technical courses when the Course Code Directory specifies non-degreeed career and technical instructional personnel as appropriate. The Superintendent shall ensure that personnel in non-degreeed 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-degreeed 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-degreeed, 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-degreeed, 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, _____

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

Today's Date: 4/3/2012

Policy Number: 3.14

Policy Title: Contracts for Instructional Personnel

Check one of the following:

New Policy: Amendment: Repeal:

I. Summary of Proposed New or Revised Policy:

This policy revision addresses professional service contracts no longer being issued in the State of Florida.

II. Estimated Economic Impact: \$ None

III. Referenced Statutes:

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. (F.S. and/or FSBE)

IV. Indian River County School Board (Ms. Stang will complete after adoption.)

Date Adopted by IRCSB: _____

Date Amended by IRCSB: / /

Date Repealed by IRCSB: / /

V. School Board Authorization:

Action Initiated by: School Board Members

Approved by: _____

(Signature of) Superintendent/School Board Secretary

Do not write below this line.

School Board Recording Secretary:

- | | |
|---|------------------|
| 1. Discussion Agenda Item: Workshops | <u>3/27/2012</u> |
| 2. Action Agenda Item – Date for Public Hearing | <u>4/10/2012</u> |
| 3. Legal Notice | <u>4/16/2012</u> |
| 4. Public Hearing/Adopted Date (Action Item) | <u>5/22/2012</u> |

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

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, _____

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

Today's Date: 4/3/2012

Policy Number: 3.40

Policy Title: Personnel Evaluation

Check one of the following:

New Policy:

Amendment:

Repeal:

I. Summary of Proposed New or Revised Policy:

This proposed policy revision is to delete paragraph "C" as it will not 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.

II. Estimated Economic Impact: \$ None

III. Referenced Statutes:

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. (F.S. and/or FSBE)

IV. Indian River County School Board (Ms. Stang will complete after adoption.)

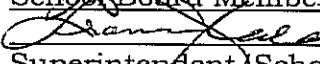
Date Adopted by IRCSB: _____

Date Amended by IRCSB: / /

Date Repealed by IRCSB: / /

V. School Board Authorization:

Action Initiated by: School Board Members

Approved by: 

(Signature of) Superintendent / School Board Secretary

Do not write below this line.

School Board Recording Secretary:

- | | |
|---|------------------|
| 1. Discussion Agenda Item: Workshops | <u>3/27/2012</u> |
| 2. Action Agenda Item - Date for Public Hearing | <u>4/10/2012</u> |
| 3. Legal Notice | <u>4/16/2012</u> |
| 4. Public Hearing/Adopted Date (Action Item) | <u>5/22/2012</u> |

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

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, _____

From: Weatherstone, Beth [<mailto:beth.weatherstone@floridaea.org>]
Sent: Monday, May 14, 2012 6:08 PM
To: Roberts, Denise; Adams, Fran

Subject: Voting Results

2011-2012 Addendum to the 2009-2012 Collective Bargaining Agreement

678 - Yes Ratify
24 - No do not Ratify
1- Voided


MOU Health Insurance Benefits and Costs
471 - Yes Ratify
228 - No do not Ratify
1 - voided
2 - abstain

Both the Addendum and the MOU were ratified by the bargaining unit. All schools but Wabasso reporting.

Beth Weatherstone
President Indian River County Education Association
beth.weatherstone@floridaea.org
772-567-1066

Fight for Florida!
<http://fightforflorida.com/>

Fight Back Florida!
<http://fightbackfl.com/>

 *Think Green! Please do not print this e-mail unless necessary.*

ARTICLE III
WORKING CONDITIONS

III.1 Workday and Workyear

- A. The established workday will be seven (7) hours and thirty (30) minutes including lunch. Where special supplements are paid for additional duties, the workday will be appropriately extended.
- B. The work year for all ten (10) month employees shall be 196 days. Additional days may be added at the discretion of the Board at the same daily rate of pay.
- C. Teachers will be required to provide a maximum of twenty-five (25) hours of FEFP instruction directly to students each week with the exception of extenuating circumstances where it is necessary to change the student day to comply with minimal FEFP instructional time (i.e. hurricane makeup) or in cases where the MBU agrees to teach during her/his planning period.
- D. All MBUs shall have a thirty (30) minute duty free lunch, except in situations where the principal declares an emergency.
- E. An uninterrupted, daily planning period shall be provided for all MBUs during the time students are in session for the purpose of individual planning. The planning period shall be equal to one full period of instruction at the Secondary level and at least thirty-five (35) minutes at the Elementary level. If a school is utilizing block scheduling consisting of classes longer than sixty (60) minutes, then a single period of planning will be assigned and thus fall on alternating days. Meetings will not be scheduled during a MBU's planning period on a regular or frequent basis (not to exceed once per month).
 - 1. All instructional personnel employed at .5 will have an additional .1 of the normal workday for use as a planning time to equal .6.
- F. An effort will be made to provide relief time during the morning or afternoon when the teacher has not been provided a planning period or lunch during that interval of time.
- G. MBUs employed for additional days beyond the regular 196 work calendar will be paid in accordance with the salary schedules attached in Appendix B.4.
- H. Where teaching subjects are departmentalized, the administrator will make every effort to see that no MBU will have more than three (3) preparations per semester.
- I. Three (3) of the last days of the 90 day term, and of the 180 day term will be designated by the Board as shortened days with a minimum of four hours for secondary school students and five hours for elementary students. Time that is free from student contact on these days shall be used for individual teacher grading, planning, etc.
- J. **One Friday a semester will be a modified instructional day, with a maximum of four (4) hours of instructional time for secondary students and five (5) hours for elementary students. Time that is free from student contact on these days shall be used for school based or district professional development. Notwithstanding Article III, paragraph 3.F. Compensatory Time may not be taken by teachers during this professional development. This provision shall be subject to reopener negotiations on an annual basis subject to Article XX.B. (Tentative Agreement – new language)**
- K. **MBUs will be notified via email or phone of any changes in teaching assignment after the close of the school year. If this constitutes a physical move, then support will be provided at a convenient time for both the MBU and site administration. (Tentative Agreement – new language)**

III.2 Librarians/Media Specialists

- A. School libraries will be staffed by certified personnel at all levels unless library/media specialists are identified as a critical shortage area.
- B. Principals shall make every effort for librarians/media specialists to be relieved of extra duties so libraries/media centers can be open before and/or after school.

III.3 NonInstructional Duties

- A. Teachers agree to fulfill assigned responsibilities for such activities as those required in fulfilling their regular assignments. The administration will schedule assigned responsibilities to occur within the regular workday.
- B. Members of the bargaining unit recognize that it is necessary to occasionally participate in such activities as curriculum study committees, county-wide grade or special area meetings, meetings with parents, instructional materials and program evaluations, etc., which may extend beyond the normal work day. Attendance at activities occurring outside regular contract hours is voluntary. Members of the bargaining unit may voluntarily participate in such activities without additional compensation. Where permissible by state law, the Teacher Education Center

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- coordinator will grant in-service points for attendance at such activities provided the activity has received prior approval from the coordinator.
- C. The Board and the Association recognize the importance derived from teacher and parent contacts. MBUs are encouraged to attend all PTA or PTO meetings where applicable; however, such attendance is voluntary. Attendance at one (1) annual open house is expected unless excused by the principal.
 - D. The principal shall select personnel to advise/direct extracurricular activities and there shall be, insofar as possible, a fair and equitable distribution of such duties among available personnel. Extracurricular activities that receive supplements are noted in Appendix B.3. All open extracurricular activity positions at each school shall be posted at the school level. If not filled within a ten (10) day period, then the vacancy will be advertised at the District level.
 - 1. If all qualifications are equal, MBUs shall be hired over other District employees or community members when assigning negotiated supplements.
 - 2. The duty or duties for all negotiated supplements must be performed by the individual(s) receiving the supplement(s). Portions of negotiated supplements may not be appropriated and given to individuals not performing the duties of that supplement.
 - 3. Participation by teachers in extra-curricular activities for which no additional compensation is paid shall be voluntary.
 - E. To provide proper supervision of students, it is essential that instructional personnel assume responsibility for such assignments as bus duty, ground duty, hall duty, etc. Where teachers do not volunteer for these duties, the principal shall assign them. There shall be insofar as possible, a fair and equitable distribution of such duties among available personnel. In the event a teacher assigned duty is absent, the administrator will assign the substitute teacher to assume that duty.
 - F. MBUs shall be paid or earn compensatory time for duties that are non-instructional and/or supervisory in nature for times that extend before or after the regular work day. Examples of such duties are ground duty, hall duty, cafeteria duty, bus/car duty, etc. Payment/compensatory time for such non-instructional and/or supervisory duties shall be made if the MBU volunteers to perform such duties during his/her duty free lunch period. All employees who are paid shall be compensated in accordance with the salary schedules as attached in Appendix B.4. Any accumulated compensatory time may be taken during the normal teacher work year, at the teachers' discretion, at a time not requiring a substitute. No MBU shall be required to perform duties for compensatory time that she/he will be unable to use. Non instructional/supervisory duties as referenced in all other areas of the contract refer to duties performed within the normal school day.
 - G. No MBU will be required to get CDL licensure or be requested to drive a bus.
 - H. Elementary teachers will provide supervision and maintain discipline during PE activities developed by the District, recorded on video tape, and broadcast via the school-wide ITV during the regular student day for thirty (30) consecutive minutes.
 - 1. At the individual discretion of the MBU and with the principal's approval, the MBU may provide instruction other than the videos for physical education. Such instruction must conform with the definition of physical education as found in the law.
 - 2. Documentation of all PE activities is to be recorded in the teacher plan book.
 - 3. It is the teacher's decision as to when and where the PE activities occur during the student day.
 - 4. Implementation of this law will not result in reduction of recess time at any elementary school.
 - 5. No MBU who is a classroom teacher will be required to plan PE in order to meet the mandates of CS/CS/HB 967.

III.4 Health, Safety and Welfare Issues

- A. It is the responsibility of the Board to provide a comprehensive program of safety and sanitation. The Board will take appropriate action to correct, diminish or remove unsafe or unsanitary conditions. The Board and the Association agree that a district wide safety committee shall be established and meet regularly. Composition of the safety committee will be consistent with the Board's adopted plan. IRCEA will appoint one member to the committee.
- B. The Board and the Association recognize the importance of providing first aid to students. The Board, assisted by the Indian River County Health Department, shall provide school nurse services to all schools. The Board shall develop the schedule for these services. School nurses shall be responsible for providing services/procedures that require medical training. MBUs shall not be required to provide health related services to students.
 - 1. Notwithstanding the above, teachers may volunteer to assist with student health related services in an emergency situation by signing the Emergency Care Plan Cover Letter, a copy of which is attached to an individual student's Emergency Care Plan. A copy of the cover letter is appended to the contract as Appendix F. An emergency situation shall be defined as a student medical crisis requiring immediate


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- administration of medication or performance of a medical procedure necessary to avoid and/or stabilize the medical situation.
2. Within ten (10) working days from the cover letter signature date, the Board will provide individual training to the MBU via a Licensed Registered Nurse (RN), during the contract day necessary to implement the Emergency Care Plan.
 3. A second signature from the MBU will be required on the cover letter attached to the Emergency Care Plan indicating that the individual training was completed.
 4. The MBU will not be held liable for damages when carrying out the Emergency Care Plan pursuant to F.S. 1006.062 (2). Nothing herein shall obligate the School Board or any MBU to indemnify any person served by the Emergency Care Plan.
- C. In those areas of a school plant (FS 1013.01(6)), identified as places where frequent injury is possible, the Board will provide a communication system which will permit contact with administration.
 - D. In compliance with State and Federal guidelines, Principals will implement a procedure for handling bomb threats and other emergency situations in accordance with recommendations made by appropriate law enforcement agencies. No MBU will be required to search for bombs, assist in implementing emergency plans other than evacuation and lockdown procedures, or be required to be part of a school emergency team.
 - E. When a caller properly identifies a message as an emergency, it will be delivered immediately. All other messages will be placed in the teacher's mailbox or delivered as soon as possible.

III. 5 Facilities

- A. The Board shall provide facilities and equipment comparable in every school.
- B. It is not the responsibility of members of the bargaining unit to perform maintenance or custodial duties.
- C. The Board shall provide adequate parking facilities for all MBUs on or near the premises of each school in the District. Such parking shall be closest available to the school building.
- D. Due to facility restrictions, teachers may be required to be flexible with room arrangements for planning. If a MBU is displaced from his/her classroom during planning a suitable work area shall be provided.

III. 6 Faculty Meetings

- A. There shall be a reasonable number of regularly scheduled faculty meetings conducted during the contract day. Principals may hold additional meetings in cases of emergency.

III.7 Personnel File

- A. Any MBU may request a reproduction of the contents of his/her personnel file, wherever the personnel file(s) is located. The reproductions must be performed by the Human Resource Department/school office at cost.
- B. The personnel file of a MBU will be treated as indicated by Florida Statutes.

III. 8 Paperwork Reduction

- A. In compliance with §1001.42(24), the Superintendent, with approval from the president of the IRCEA, will appoint a classroom teacher to serve as the teacher representative to speak on behalf of the district's teachers regarding paperwork and data collection reduction.
- B. A committee consisting of four other classroom teachers, three school-based administrators and one county office personnel shall be formed for the purpose of reducing and/or maintaining reduction of paperwork and data collection for classroom teachers.
- C. The teacher representing Indian River County (reference Article III.9.A.) will chair said committee.
- D. Release time will be provided for teachers serving or chairing this committee to attend scheduled committee meetings. This release time will not exceed six half-days and will occur while students are in session.
- E. One additional day of release time will be provided for the appointed teacher representative (chair of the committee) to be used at this MBU's discretion for research and composing of required reports.

III.9 Video Cameras, Cell Phones and Other Recording Equipment

- A. MBUs shall be notified in advance when video cameras or other recording equipment is installed in a work place. A sign indicating the facility has video cameras or recording equipment for security reasons shall be placed at the main entrance to the facility.
 1. These cameras/recording equipment are installed for security reasons only.

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2. Tapes from video cameras, cell phones, and/or other recording equipment will not be used as evaluate or discipline MBUs.
 - a. Notwithstanding the above, the district will pursue any unlawful act which is shown on a tape. The district may also investigate any unethical act shown on a tape and may discipline if violations are supported by other evidence.

III. 10 Lesson Plans

- A. All MBUs will create lesson plans. Lesson plans will contain the lesson goal or objective, activities, means of assessment, and applicable ESOL strategies and State Standards.
 1. If ESOL strategies or State Standards are currently in textbooks, district pacing guides, or other instructional materials, then they will not be required to be listed within the lesson plan.
 2. When listing ESOL strategies or State Standards, only the reference number needs to be listed in lesson plans.
- B. MBUs on PSC or CC contract status will be required to submit lesson plans upon request of administration no more than once per month, unless documentation exists in evaluations that prior lesson planning has been insufficient.
- C. MBUs on an AC contract status will be required to submit lesson plans upon request of administration no more than on a biweekly basis, unless documentation exists in evaluations that prior lesson planning has been insufficient.
- D. If electronic submission of lesson plans is required, MBUs have the choice of creating lesson plans in a lesson plan book using paper and pencil or using any computer program readily available in the District, e.g. Excel, Word, eSembler, etc. MBUs creating lesson plans within a lesson plan book will be provided access to a scanner or copier with scanning capabilities, connected to a computer, for converting these written lesson plans into an electronic format for submission.
- E. MBUs are guaranteed access to a computer with programs installed for lesson plan preparation to use during their planning time during the student day.
- F. The computers of MBUs will be linked with a working school printer or copier for the purpose of printing off hard copies of lesson plans for use in the classroom. If the computer of an MBU is not linked, then the District will provide a flash drive on which the MBU can save lesson plans to print on a net-worked printer or copier.
- G. Training opportunities during the contract day will be provided to MBUs on proper use of a scanner or for lesson plan preparation using eSembler.
- H. Administrators must provide feedback to the MBU on submitted lesson plans within ten (10) days from the date of submission.
- I. Teachers will be required to have lesson plans prepared one (1) school week in advance. These plans will be ready the first morning of the week the lesson plans are to be implemented.



Denise S. Roberts, SDIRC Chief Negotiator

5/4/12

Date



Elizabeth Weatherstone, IRCEA President

5/4/12

Date

ARTICLE IV

TEACHER ASSESSMENT EVALUATION

I. Authority and Purpose

I. Authority and Purpose

- A. ~~The School District of Indian River County and the Indian River County Education Association have cooperatively developed the Teacher Appraisal and Performance Compensation Plan. It is agreed that the purpose of MBU evaluation is to improve instruction. It is understood that changes will be negotiated.~~
- A. **The parties agree that the State has directed specific action in the area of teacher evaluation in the Student Success Act, Chapter 2011-1, Laws of Florida, Florida Law pertaining to teacher evaluation will take effect during the 2011-2012 school year. (Tentative Agreement)**

II. Overview (Tentative Agreement – new language)

- A. **The parties will separately bargain and approve the evaluation instrument(s) to be used in the Teacher Evaluation Program (TEP) and the TEP shall be a part of the District Procedure Manual for Teacher Evaluation (the TEP Manual), and the TEP Manual shall also be separately bargained. (Tentative Agreement – new language)**
- B. **The TEP Manual shall contain the procedures by which MBU's shall be evaluated and scored. The TEP and TEP manual are incorporated herein by reference. (Tentative Agreement – new language)**
- C. **It is the intent that reference to the TEP and TEP Manual will avoid unnecessary technical assessment detail being included in this Agreement. (Tentative Agreement – new language)**
- D. **Domain Weights**
The Marzano observation protocol is comprised of four (4) Domains. Points earned in each Domain will be weighted as indicated for calculation of the overall instructional practice portion of the summative rating.
1. **Domain 1: Classroom Strategies and Behaviors - 60%**
 2. **Domain 2: Planning and Preparing – 24%**
 3. **Domain 3: Reflecting on Teaching – 8%**
 4. **Domain 4: Collegiality and Professionalism – 8% (Tentative Agreement – new language)**
- E. **Value Added/Student Learning Growth/Gain Data**
1. **For the 2011-2012 school year, FCAT assessments will be used for all instructional types.**
 2. **For the 2011-2012 school year, the percentage used for the instructional practice portion of the summative rating will be 60% and the percentage used for the student growth portion will be 40%.**
 3. **For the 2011-2012 school year, the Student Growth Model used will be the State Model (Approach) 1. (Tentative Agreement - new language)**

III. General Rules (Tentative Agreement – new language)

1. **For the 2011-2012 school year, a TEP Committee of four (2 selected by IRCEA and 2 selected by the District) will be created to recommend to the Association and the Board the following:**
 - a. **The percentage used for calculating the Instructional Practice summative rating. (Tentative Agreement – new language)**
 - b. **An option to narrow the focus of the Summative Evaluation by selecting two (2) to three (3) design questions in Domain 1, in addition to Design question one (1). Domains 2,3, and 4 will remain as presented. These design questions will be the targeted focus area for the 2011-2012 school year. (Tentative Agreement – new language)**
 - c. **Any recommendations of the committee must be negotiated between the parties. (Tentative Agreement – new language)**
2. **The use of the Marzano protocols (State Model) will be implemented with the following changes: (Tentative Agreement – new language)**
 - a. **Striking (deleting) the student interview questions. (Tentative Agreement – new language)**
 - b. **Striking (deleting) any boxes on the form and substituting with bullets.**

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- (Tentative Agreement – new language)
- c. After each Teacher Evidence title the following will be included: (list of examples; not a checklist)
(Tentative Agreement – new language)
- d. After each Student Evidence title the following will be included: (questions may be asked by the TEACHER only to further demonstrate evidences)
(Tentative Agreement – new language)

II. Timeline

A.

Status	Evaluation	Timeline	Action
1. Probationary	1 st evaluation	within ninety-seven (97) days (FS 1012.33)	✓ Released without cause or resign without breach of contract
2. Annual	1 st evaluation	by Dec. 15	✓ 1 st observation ✓ 1 st conference
	2 nd evaluation	April 30	✓ 2 nd observation ✓ 2 nd conference ✓ Recommendation for reappointment or written recommendation for non-reappointment
3. PSC/CC	1 st formative evaluation	by Sept. 30	✓ Planning conference ✓ One optional indicator discussed ✓ 1 st observation
	2 nd formative evaluation	Oct. 1 – Jan. 31	✓ 2 nd observation ✓ Formative conference ✓ Scores not totaled/information shared ✓ Written report of deficiencies by evaluating administrator must be reported to MBU ✓ MBU shall have 90 working days from date of conference to improve performance in areas cited
		Oct. 31	✓ One optional indicator chosen by teacher & replaced performance category as agreed upon by MBU & evaluating administrator recorded in writing
	Change in contract status	Dec. 15 (PSC & CC)	✓ Written notification to teacher at a scheduled meeting
	Summative	Jan. 16 – April 30	✓ 3 rd observation ✓ Final conference ✓ Final scores discussed and recorded

IV. Timeline (Tentative Agreement)

A.

Status	Component	Quantity	Timeline
Category I and II Teachers	Formative Conference	1	September 30
Category I Teacher	Formal Observation – including pre-observation conference, observation and post-observation conference – must be scheduled	Minimum of 2	Complete 1 formal observation by Dec. 9 Complete 1 formal observation

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			by May 15
Category I Teacher	Informal Observation – at least 10 minutes in length – can be announced or unannounced	Minimum of 6	At least 3 per semester
Category I Teacher	Walkthroughs – between 3 and 5 minutes	Minimum of 6	Intermittently throughout the year at the Administrator's discretion
Category II Teacher	Formal Observation – including pre-observation conference, observation and post-observation conference – must be scheduled	Minimum of 2	Complete 1 formal observation by Dec. 9 Complete 1 formal observation by May 15
Category II Teacher	Informal Observation – at least 10 minutes in length – can be announced or unannounced	Minimum of 3	At least one in first semester
Category II Teacher	Walkthroughs – between 3 and 5 minutes	Minimum of 3	Intermittently throughout the year at the Administrator's discretion
Category I and II Teacher	Evaluation Conference	1	By May 25

Definitions of Components

Formative Conference – scheduled in advance with the MBU	<ul style="list-style-type: none"> • Individual overview of evaluation procedure • Goal setting • Review of forms • Review of electronic data components of evaluation system • Identifying category of MBU (Category I or II teacher)
Formal Observation – mutually scheduled	<ul style="list-style-type: none"> • 30 minutes or one class period, whichever is greater • Scheduled pre-observation conference • Scheduled post-observation conference • Used for annual evaluation • Written feedback • Observer gathers evidence regarding classroom instructional practices and behaviors
Informal Observation – announced or unannounced	<ul style="list-style-type: none"> • At least 10 minutes in length • Used for annual evaluation • Written feedback • Observer gathers evidence regarding classroom instructional practices and behavior
Walkthroughs – unannounced	<ul style="list-style-type: none"> • At least 3 to 5 minutes in length • Used for annual evaluation

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	<ul style="list-style-type: none"> • Written feedback for teachers experiencing performance difficulties • Observer gathers evidence regarding classroom instructional practices and behaviors
Evaluation Conference – scheduled in advance with the MBU	<ul style="list-style-type: none"> • Individual overview of performance • Finalizing the evaluation • Signing the forms • Presentation of teacher artifacts and evidences of value added measures

B. Scheduling Observations and Conferences

If ~~observation-pre or post~~ conferences are canceled due to **an** emergency, they shall be re-scheduled for a time that is as close to the originally scheduled time as possible. **If the formal observation is canceled due to an emergency, the formal observation will be rescheduled. A new pre-conference may be rescheduled if deemed necessary by the teacher or the evaluating administrator.** (Tentative Agreement)

C. Length of individual observations

1. Probationary: minimum of thirty (30) minutes to one (1) class period
2. Annual: at least one-half (1/2) of the period or twenty (20) consecutive minutes
3. PSC/CC: at least one-half (1/2) of the period or twenty (20) consecutive minutes (See Assessment Procedure for Further Explanation of Procedures)

All observations must be conducted openly. (Tentative Agreement)

III. V. Procedure

A. Criteria

1. Evaluations shall be based on observations made by the principal or assigned observing administrator and shall ~~encompass~~ **include at a minimum deliberate practice and teaching strategies, and duties and responsibilities of the MBU (not limited to specific items and times)** as outlined in the **TEP.** (Tentative Agreement)

a. ~~FPMS form (for Probationary and Annual MBUs)~~

b. ~~Teacher Appraisal and Performance Compensation Plan (for PSC/CC MBUs)~~

- B. Evaluation criteria shall be ~~both general and specific and be made known to the MBU,~~ **in addition to identifying and documenting the category (Category I or II) of the MBU** by September 15th 30th of each year. MBUs hired after September 15th 30th shall be informed of the evaluation criteria/procedures before their assignment begins. This shall include an explanation and discussion of ~~both the general and specific criteria and the evaluation process, and notification of the type of evaluation.~~ (Tentative Agreement)

C. Evaluators

1. Evaluation procedures for assessing the performance of duties and responsibilities of MBUs are functions and responsibilities of the administration.
2. Sites with multiple administrators shall establish a rotation schedule in which no MBU shall be evaluated by the same administrator for more than three (3) consecutive years.
3. The ~~principal~~ **evaluating administrator** must submit a written report, i.e. a copy of observations form with comments, **feedback** to the MBU no later than ~~ten~~ **five (5) student days** after the observation/assessment takes place (FS-1012.34 (3)(C)). **(The remainder of this language appears in V.D.4)** (Tentative Agreement)
4. In matters of due process the same evaluator will not be used ~~consecutively~~ **in consecutive observations.** (Tentative Agreement)
5. When it is observed that a person is not performing in an acceptable manner, the ~~principal or~~ evaluating administrator shall hold a conference with the MBU within ~~one (1) work week~~ **five (5) student days** following the observation and shall ~~make at least one~~ **provide written feedback to include** specific suggestions as to how the performance of the MBU can be improved. (Tentative Agreement)
6. ~~The principal/administrator is required to initial the formative evaluations and sign the summative evaluation.~~

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The **evaluating administrator** is required to **sign and date** the formative conference and summative rating forms. **(Tentative Agreement)** The pre-observation conference form and reflection conference form shall be completed together by the administrator and teacher during the pre-observation conference and reflection conference, respectively. **(Legislative Impasse)**

7. For any Performance Category that is rated below "Effective" the following applies. When a single performance category may be scored as "ineffective" or "some deficiencies," the Principal/Administrator shall document on a formative observation form, the deficiencies, the recommendations for improvement, and the assistance to be provided. As part of the improvement process, the Principal/Administrator may suggest participation in specific professional development programs.

When any Design Question within Domain 1 is rated below Effective or if Domain 2, 3, or 4 is rated below Effective, the evaluating administrator shall document the deficiencies, the recommendations for improvement, and the assistance to be provided. (Tentative Agreement)

8. There shall be a minimum of three classroom visits for the purpose of observing instruction throughout the year. One visit shall occur during the formative period and one shall occur during the summative period. **The only evaluative document to be placed in the personnel files housed in the District office will be the summative rating form. (Tentative Agreement)**
9. **Any and all documents pertaining to the evaluation of the employee will be kept confidential and exempt from provisions of s. 119.07(1) until the end of the school year immediately following the school year in which the evaluation was made. The Board will comply with state statute in regard to evaluations and public access. (Tentative Agreement – new language)**

D. Members of the Bargaining Unit

1. **MBUs are entitled to an evaluation which is fair, equitable and impartial.** After a summative conference with the evaluator and/or a district evaluating administrator concerning the MBU's summative evaluation, any MBU who can document evidence to prove that an evaluation is biased, unfair, retaliatory in nature or procedurally incorrect, may file a grievance within the time limits set by this Agreement. **(Tentative Agreement)**
2. The MBU is required to **initial sign and date** the formative evaluations conference form and sign the summative evaluation rating form. **(Tentative Agreement)**
3. At the second formative conference and the summative conference, the MBU will provide verification and documentation of the Accomplished Practices/Key Indicators that **artifacts of deliberate practice** that have occurred throughout the year. Examples of supportive information **artifacts** may include but are not limited to observations, conferences, plan book, grade book, parent contacts, student products, and peer collaborations. **(Tentative Agreement)**
4. The signature of the MBU being evaluated **on the summative rating form** does not necessarily indicate agreement. When there is a point of difference, the MBU shall be given the opportunity to write a letter of rebuttal, which will become a permanent part of his or her personnel file. **(Tentative Agreement)**
5. **Any data collected for evaluative purposes will be dated, stored and readily accessible to an MBU for the current evaluation year. (Tentative Agreement – new language)**

E. Due Process for PSC/CC

a. ~~Scores PSC/CC~~

- a. ~~A total score on the final summative in the "Ineffective" (0-7) category will result in due process.~~
- b. ~~A total score on the final summative in the "Some deficiencies" (8-20) may result in "recommended with further evaluation", a step which may lead to due process.~~

b. ~~Professional Services Contract MBU~~

- a. ~~If a change in the contractual status of a PSC MBU is recommended, the change shall be indicated in writing on the evaluation by January 31st. The MBU shall receive written reasons explaining why the recommendation was made.~~
- b. ~~When it becomes apparent that an ineffective performance of a PSC MBU may lead to dismissal, the principal shall hold a conference with the MBU immediately within one (1) work week and discuss the deficiencies (F.S. 1012.34).~~
- c. ~~A PSC MBU identified as ineffective will be placed on performance probation and have 90 calendar days to correct any deficiencies. School holidays and school vacation periods are not counted when calculating the 90 calendar day period. Suggestions will be made in writing concerning the ways the MBU can improve.~~
- d. ~~During the 90 days, the MBU must be evaluated periodically and receive a written report of progress achieved and assistance provided for the purpose of correcting the deficiencies. As part of the improvement process, the principal/administrator may recommend participation in specific professional development programs.~~
- e. ~~When the prescribed level of improvement does not occur within the ninety (90) day period, the result may be termination.~~

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- e. ~~Continuing contract MBU~~
 - a. ~~A MBU who is under continuing contract may be dismissed or may be returned to annual contract and recommended for further evaluation (FS 1012.33 (4)(b)). Written suggestions will be made concerning the ways the MBU can improve.~~
 - 1. ~~During the annual contract year, the MBU must be evaluated a minimum of once per semester, given a written appraisal of progress achieved and provided assistance to correct the deficiencies.~~
 - 2. ~~When the prescribed level of improvement does not occur within the annual contract year, the result may be non-renewal.~~

F. ~~Three Year Cycle~~

- a. ~~Any MBU who receives three consecutive summative evaluation ratings of "exemplary" or "highly effective" will be eligible for a three-year evaluation cycle.~~
- b. ~~During three years of this cycle, the MBU will have an abbreviated evaluation consisting of the check-off of the required indicators (FS 1012.34 (3)(a)) satisfactorily met. The MBU and the principal will also mutually agree to address at least one performance category annually.~~
- c. ~~Continuation of the three-year cycle, which requires the annual approval of the principal based on satisfactory formative evaluations, is voluntary on the part of the MBU. Return to the regular evaluation cycle may be selected as an option by notifying the principal in writing of the MBU's desire to do so by October 31 of any academic year.~~
- d. ~~Only those MBUs with three consecutive "exemplary" ratings on the summative evaluation will carry the exemplary status for the initial three-year cycle and thus be eligible to apply for the Accomplished Educator Program during each of those three years. A portfolio will not be required to attain an "exemplary" rating and will not be required to apply for the Accomplished Educator Program.~~
- e. ~~At the conclusion of a three-year cycle, a MBU will return to the original Teacher Performance Assessment process for one year. If the results of this teacher performance assessment evaluation is "exemplary" or "highly effective", the MBU will be eligible for another three year cycle.~~

The parties agree that during the 2009-2010 school year, a joint committee will be identified to review other school districts' teacher evaluation instruments. This committee will be comprised of three (3) District representatives, to be selected by the District and three (3) IRCEA representatives, to be selected by IRCEA. The committee will make a recommendation to the IRCEA and SDIRC negotiation team for acceptance of a new evaluation system to be implemented during the 2011-2012 school year. It is clearly understood that any changes to the current evaluation system must be negotiated.


During the 2008-2009 school year the time line for submitting the teachers' final evaluation to personnel will be extended from March 31 to April 30.

VI. Outcome of Final Evaluation


Any annual contract MBU who receives a Highly Effective or Effective score on the TEP (Teacher Evaluation Program) will be renewed; except in the case of budgetary constraints. (Legislative Impasse – new language)

VII. Pay for Performance

Starting with the 2014-2015 school year, MBUs holding a PSC or CC who decide to participate in the performance pay system must acknowledge in writing with the MBU's signature that they permanently forfeit their right to PSC or CC contract status. (Tentative Agreement – new language)



 Denise S. Roberts, SDIRC Chief Negotiator



 Elizabeth Weatherstone, IRCEA President

5/4/12

 Date

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 Date

ARTICLE VII

REDUCTION IN PERSONNEL

VII.1 Layoff Procedures

- A. The Board and Superintendent are legally charged with the responsibility of staffing the instructional services provided by the Board. It is recognized that occasions may arise when it is necessary to reduce services. When this occurs, the Superintendent and his staff will analyze the total school program and services provided, including but not limited to personnel, in order to make recommendations to the School Board. When instructional personnel are to be affected by a reduction in the number of teaching positions, the Association shall be notified by the Superintendent or his designee. The following procedures shall be used when reducing instructional personnel:
1. ~~Instructional personnel who have the least continuous seniority in Indian River County, and who hold a certificate other than a regular certificate or who are "out of field" will be affected first by any reduction. "Out of field" personnel shall not include individuals who are certified in a specific subject area(s), normally teach in the area(s) of certification but have been assigned an "out of field" assignment by administration for that school year.~~
(Legislative Impasse)
 2. ~~Instructional personnel with the least continuous seniority in Indian River County holding a regular certificate shall be affected next depending upon the subject area or field needed to staff positions.~~
(Legislative Impasse)
 3. ~~If two or more MBUs are equal under Numbers 1 and 2, consideration will then be given to the following:~~
 - a. ~~Assignment flexibility determined through multi-subject coverage on the certificate.~~
 - b. ~~Extra-curricular assignments, which are an important part of the school programs, shall also be given consideration.~~
 - c. ~~The greatest number of years of teaching experience.~~
 - d. ~~The highest rank of certificate.~~
 4. ~~Any MBU with at least five (5) years of continuous teaching experience in the district who would become eligible for Florida Retirement in the year for which reappointment cannot be made because of a reduction in personnel shall be given every consideration to acquire the additional required time.~~
(Legislative Impasse)
 5. ~~The Board and the Association recognize the right of the principal to recommend personnel he/she feels is best qualified for meeting the curricular, extra-curricular needs of the school.~~ **(Legislative Impasse)**

The School Board will determine the order of a workforce reduction based on the educational program needs and the performance evaluations of employees. Seniority will not be a factor in determining the order of employees to be reduced. The School Board shall first determine the education programs that will be affected by the reduction in force. Within the programs targeted for reduction, the employee with the lowest performance evaluation, in the current and immediately preceding school year, will be the first to be released; the employee with the next lowest performance evaluation will be the next to be released; and the reductions shall continue in like manner until the needed number of reductions has occurred. The Board and the IRCEA recognize the right of the principal to recommend personnel he/she feels is best qualified for meeting the curricular, ~~extra-curricular~~ needs of the school **and the right of the School Board to determine the overall educational program needs of the district. (Legislative Impasse)**


VII.2 Recall

- A. The following procedures shall be used when recalling instructional personnel.
- A. The following procedures shall be used when recalling instructional personnel.
 1. All instructional personnel affected by the reduction as specified in Section A shall be given every consideration until the first day of school for MBUs in the event vacancies occur, provided the MBUs are fully certified for the position which is vacant.

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2. ~~A continuing contract/professional services teacher affected by a reduction, as specified in Section A, shall be recommended to fill a vacant position for which he/she is fully certified before any new teacher is employed.~~
MBUs shall be recalled in reverse order to ~~Section A of Article VII.1.A.~~ **MBU's shall notify the Human Resources Department in writing**, within seven (7) days of the receipt of a certified, return receipt requested letter of recall, a MBU shall notify the Human Resources Department in writing whether he/she shall accept employment. Failure to respond to the letter of recall or to accept the position within the time required automatically terminates the MBU's right of recall. The MBU is responsible for maintaining a current mailing address and telephone number in the Human Resources Department at all times for purposes of this section. The letter shall be mailed to the MBU at said address by certified mail, return receipt requested. **(Tentative Agreement)**
3. No benefits shall accrue to individuals who are waiting to fill vacancies.



Denise S. Roberts, SDIRC Chief Negotiator

5/4/12

Date



Elizabeth Weatherstone, IRCEA President

5/4/12

Date

ARTICLE XIX

PROFESSIONAL COMPENSATION AND FRINGE BENEFITS

XIX.1 Experience Credit and Placement on Salary Schedule

- A. As of July 1, 2001, all verified years of teaching experience will be recognized by IRCSD per F.S.121.090 (9) for new teachers in the system, when properly verified. The salary of the MBU will be changed on the regular pay date following verification of teaching experience.
 1. During new employee orientation the District shall require the employee to sign a form, with a copy given to the employee and a copy kept for the personnel file, explaining the process for teaching experience and advanced degree verification prior to salary adjustment.
- B. Teachers who retire from the School District of Indian River County **or from any other Florida school district may return be re-hired after thirty days six months post-retirement (in accordance with FRS regulations) and be given all-years up to ten (10) years of experience credit, one year of credit for each year of satisfactory teaching performance, for initial step placement on the salary schedule. Likewise, retirees hired from outside the state of Florida shall be given up to ten (10) years of experience credit, one year of credit for each year of satisfactory teaching performance, for initial step placement on the salary schedule. (Tentative Agreement)**
- C. Indian River State College full time teaching experience will apply as teaching experience with the School District of Indian River County.
- D. MBUs assigned teaching positions in career technical education requiring **vocational-career and technical** certification in a specific area or trade shall be given credit for verifiable years of non-teaching experience, year-for-year, not to exceed ten (10) years maximum on the instructional salary schedule. **The terms "career technical education" and "vocational certification" shall meet and be consistent with statutory definitions and amendments. (Tentative Agreement)**
 1. Yearly increment(s) will be prorated on the basis of vocational hours taught (100% for five (5) classes, 80% for four (4) classes, 60% for three (3) classes, etc.).

XIX.2 Advanced Degrees or Certification

- A. All MBUs will be compensated at the Master's level upon receipt of a Masters Degree from an accredited university if a minimum of fifteen (15) semester hours has been completed at the graduate level in one of the MBU areas of certification and/or assignment.
- B. All MBUs with a Masters Degree plus thirty (30) semester hours will be paid at the same rate as the Specialist Degree. To be eligible, 15 of the semester hours must be at the graduate level, and earned in the MBU's area of certification and/or current assignment, educational leadership, reading, or computer literacy.
- C. Speech/Language pathologists who have obtained the Certificate of Clinical Competence (CCC) from the American Speech/Language-Hearing Association (ASHA) or licenser from the Florida Department of Professional Regulations will be compensated at the Masters level plus 30 semester hours.
- D. All MBUs will be compensated at the Specialist level upon receipt of a Specialist Degree from an accredited university if a minimum of twenty-one (21) semester hours has been completed at the graduate level in one of the MBU areas of certification and/or assignment.
- E. All MBUs will be compensated at the Doctorate level upon receipt of a Doctorate Degree from an accredited university if a minimum of twenty-seven (27) semester hours has been completed at the graduate level in one of the MBU areas of certification and/or assignment.
- F. All degree payments shall be considered a part of the MBU's base salary.
- G. When the highest acceptable level of training indicated on a certificate changes during any school fiscal year, or verification of an existing degree or training is submitted to the District from an MBU, the salary will be changed on the following regular pay date following verification of the degree.

XIX.3 Compensation and Pay Schedules

- A. MBUs will receive twenty-four (24) equal installment paychecks throughout their contract year in accordance with the Annual Pay Date Schedule, with the exception of late start employees. Late start employees will receive equal installments for the number of remaining pay dates in the Annual Pay Date Schedule. Employees on a ten or eleven month schedule with a start date other than July 1st shall receive multiple checks (if entitled to the checks) on the last student day of school. The multiple checks issued on the last student day of school shall be eligible for direct deposit. The final pay check will be issued on the regularly scheduled pay date for the pay

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period in which the work is performed. An effort will be made to pay the December 31 check on the last school date of the calendar year.

- B. 12 month employees are paid an equal "per pay" amount each paycheck. The "per pay" amount is calculated based on the annualized salary, or pro-rated annualized salary if the employee started late, and is divided over the number of remaining paychecks for the year.
- C. All MBUs will be paid in accordance with the salary schedules attached in Appendix "B".
 - 1. Years of experience will be used for initial step placement only. Employees will move a step for each year of full-time teaching experience following initial placement. A year of full-time teaching experience for step movement shall be defined as working one day more than half of the regular school year.
 - 2. However, the above paragraph (1) shall be suspended, and paragraph (4), below, shall govern until such time as the District shall determine that its Unreserved Fund Balance and its projected revenues (the "financial criteria") are and will remain adequate to pay for the step increase that will ensue under the reinstated Step Salary Schedule. The District shall make this determination when requested to do so, in writing, by the Union, but no more frequently than annually. The District's decision shall be given to the Union in writing, and shall set forth the District's reasoning.
 - 3. The Union shall have the right to grieve, through arbitration, the District's conclusion regarding the adequacy of the financial criteria. The standard of review by the arbitrator shall be whether the District's conclusion was arbitrary or pretextual. Should the arbitrator deny the grievance, the Union may not file another grievance challenging the reasonableness of a subsequent District conclusion of the financial criteria until 18 months have elapsed from the filing of the immediate prior grievance.
 - 4. Pending reinstatement of the Step Salary Schedule, the following provisions will apply:
 - a. Movement of employees [between steps] on the Instructional Salary Schedule will be accomplished only through [annual] negotiations between the Union and the Board, subject to provisions of chapter 447, F.S. [Movement between steps will not occur automatically.]
 - b. If the parties are unable to reach an agreement for a new salary schedule, then the last agreed schedule will remain in place as the status quo and MBUs shall be paid on that schedule with no step increase or step advancement. In addition, if the parties fail to reach agreement while the last agreed schedule is in force as the status quo pending a mutually agreed new schedule, no new hire shall receive a step by being placed on the schedule with a step increase and such new hires shall be treated as if they were employed the prior year with respect to their placement on the salary schedule. By way of an example and illustration only, if the status quo for a ten (10) year teacher keeps the teacher on the ninth (9th) year step, a newly hired teacher with ten (10) years of experience would be placed on the ninth (9th) year step level.
- D. MBUs will receive an additional amount to their base salary if they teach an additional class during their planning period time as reflected in Appendix B.3.
 - 1. Student contact time must be beyond 25 hours per week average
 - 2. Extend the work day 30 minutes
- ~~E. **Accomplished Educator incentive bonus pay is five percent (5%) of the MBU's base pay as reflected in appendix B.2.**~~
 - ~~1. **MBUs who obtain Accomplished Educator status during a school year in which they retire, will receive their performance pay on or before June 30th.**~~
 - ~~2. **MBUs who obtain Accomplished Educator status during a school year, and retirees prior to the December issuance of the performance bonuses, will receive the bonus prior to December 31st.**~~
- E. Group Incentive Pay, earned in one school year, will be paid in the fall of the following school year as reflected in Appendix B.4.
- F. Curriculum Rate: MBUs employed to participate in seminars, workshops, and projects such as initiating and/or revising curriculum and other specified activities, which are conducted when regular school is not in session will be paid as reflected in Appendix B.4.
- G. Extended Day Program: MBUs working the Extended Day Program will be paid as reflected in Appendix B.4.

(E. was removed by Legislative Impasse making Group Incentive the new E.)

XIX.4 Fringe Benefits

- A. The following are fringe benefits provided by the Board on behalf of all MBUs:
 - 1. Transfer of all earned medical/sick leave from another Florida school district or agency;
 - 2. Six (6) paid holidays;
 - 3. A single plan of hospitalization insurance;

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4. The Board will pay full group health benefits for all instructional personnel working .6 or greater of a contracted workday/week. An MBU working .5 will receive one-half of the benefits paid for an employee who works .6 or greater.
5. The opportunity to participate in an employee's voluntary dental plan;
6. Group life insurance premium paid by the District; currently \$25,000 term life;
7. Employee Assistance Program;
8. Pre and post planning days with 1 hour lunch;
9. Payroll deduction for Association dues and other Association activities;
10. The District's Benefits Plan is Section 125 IRS code qualified to provide employees with tax reduction advantages including reimbursement accounts for medical and dependent care services;
11. Administrative cost of the following voluntary plans: Cancer Insurance, Disability Insurance (short term and long term), Universal life insurance, and 403B IRS code qualified tax deferred annuity;
12. Additional benefit programs contributed to by the District on behalf of employees: Florida Retirement System, Social Security/Medicare, Florida Unemployment and Workers Compensation coverage, statutory;
13. Flexible Benefits: School Board Indian River County shall continue to provide a payroll slot for a salary reduction plan as allowed by IRS (Section 125);
14. Annual Personal Leave for Personal Service/Continuing Contract MBUs;
15. Direct Deposit;
16. Five days of Personal leave with pay will be allowed for any member of the instructional staff each school year; provided, that such days shall be charged only to accrued sick leave; provided further, that personal leave days shall not be cumulative and may not be counted in determining a year of service.
17. A mandatory tax shelter and IRS approved program for the purpose of terminal pay and sick leave at the time of retirement or DROP termination.
18. Transfer of sick leave among family members who are both employees (see procedures-based on Board Rule (3.24).

XIX.5 Employee Assistance Program (EAP)

A. Types of Voluntary Referral

1. Self-referral is the most frequently used method to access EAP services. This type of referral is completely confidential and information can only be revealed by the MBU. Information will not be given out without a written release from the employee seeking services.
2. Informal supervisor referral usually occurs in situations in which an employee is displaying distress, or job performance problems that do not appear to be serious. In these situations a supervisor may recommend that an employee seek services through the EAP, or inquire as to whether the employee thinks this may be useful. Utilizing EAP services upon an informal recommendation by the supervisor is completely voluntary and strictly confidential. Even though the supervisor believes that it is in the best interest of the employee to seek EAP services, the supervisor will not be informed as to whether the employee has seen any EAP counselor unless the employee volunteers this information.

B. Types of Involuntary Referral

1. Disciplinary referral to the EAP is involuntary. The disciplinary referral is utilized in situations in which the employee is displaying unacceptable workplace behavior. Examples of behavior that would result in an involuntary disciplinary referral to the EAP include threats of violence in the workplace, sexual harassment, or discriminatory behavior. In the event of a disciplinary referral, human resources or the supervisor will be informed as to whether the employee made and kept an appointment for an EAP evaluation. The content of the evaluation will not be revealed, even though information will be provided as to whether the employee made and kept the appointment with the EAP.
2. Fit for duty referral to the EAP is also involuntary. Fit for duty referrals are usually made when an employee is displaying workplace behavior that is disruptive to the workplace or having a serious negative effect on work performance and may be related to a mental disorder or substance abuse problem. The fit for duty referral is similar to the disciplinary referral in that human resources or the supervisor will be informed as to whether the employee has made and kept an appointment with the Employee Assistance Program. The main purpose for a fit for duty evaluation is for a professional evaluation to take place to determine if the employee is suffering from a treatable disorder that is resulting in the disruptive behavior or decreased performance on the job.

C. Use of Involuntary Referrals

1. Any involuntary EAP referrals are for the purpose of determining whether an individual has a problem that is having a negative effect on behavior or performance on the job and whether this problem can be corrected through counseling or more formal health intervention.

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2. Involuntary referrals to the EAP are not to be retaliatory in nature or used as punishment. It is extremely important that supervisors are trained in the proper use of the disciplinary and fit for duty referrals so that abuse of these types of referrals does not occur.
3. Involuntary referrals are not to be based on rumors, third-party reports, or behavior that occurs away from the job site.
4. There must be clear documentation of unacceptable behavior or declining job performance that leads to an involuntary referral to the EAP.
5. Supervisors are not to attempt to diagnose or make treatment recommendations if they believe an employee is having a mental health or substance abuse problem.
6. A conference must occur between the employee and supervisor prior to any requirement for an involuntary EAP intervention. The MBU has the right to have a representative present for an involuntary EAP referral conference. The supervisor will inform the MBU of the right to have such representation present.
7. At the initial conference, the supervisor will inform the employee of the behavior(s) observed and the intent to mandate EAP intervention. The supervisor will provide written documentation of the observed behavior(s) prompting the referral. Such documentation shall not be based solely on the testimony of one (1) individual.
8. Supervisors and union representatives will be trained prior to involuntary referrals being made. Training will emphasize privacy and confidentiality as features of the EAP. The district is responsible for providing annual training in this regard.

D. Compliance with Involuntary EAP Referrals

1. The employee will comply with EAP assignment.
2. Refusal will constitute insubordination and will result in discipline, which may include termination of employment.

XIX.6 Insurance Payments for MBUs on Medical Leave


- A. For any payments of insurance premiums under this provision by the Board on behalf of the MBU, the MBU shall submit a doctor's excuse every three (3) months and may be required to submit a second opinion doctor's excuse after six (6) months.
- B. The Board will pay for a single plan of health insurance coverage for Professional Service and Continuing Contract MBUs for a maximum period of one year after exhaustive use of all accrued sick leave, sick leave bank and Family Medical Leave Act provisions.
- C. The Board will pay for a single plan of health insurance coverage for Annual Contract MBUs for the MBU's contract year after exhaustive use of all accrued sick leave, sick leave bank utilization and Family Medical Leave Act provisions.
- D. Annual contract MBUs with less than one year of service in the district will have a single plan of health insurance coverage paid by the Board only for the time the MBU is on Family Medical Leave or paid accrued sick leave. Beyond that time frame, the MBU may choose to pay his/her own health insurance premium to keep coverage current.

XIX.7 Differentiated Pay

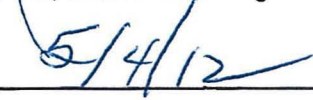
~~MBU's who work during the 2007-2008 school year at a Title 1 School shall receive a \$1,000 salary increase on base pay. Beginning with the 2008-2009 school year, MBUs at Title 1 schools shall receive \$2000.00 distributed over twenty-four (24) paychecks. (Legislative Impasse)~~



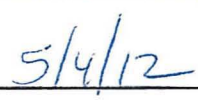
 Denise S. Roberts, SDIRC Chief Negotiator



 Elizabeth Weatherstone, IRCEA President



 Date



 Date



Appendix B.1 Salary Schedules

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

2009-2010-2011-2012

Tentative Agreement

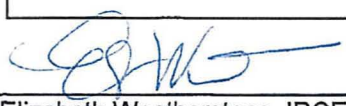
Experience	Step	Bachelor	Masters	Specialist	Doctorate
0-2 <u>0-4</u>	1	\$35,500.00	\$38,453.00	\$39,409.00	\$40,374.00
3-5	2	\$36,210.00	\$39,163.00	\$40,119.00	\$41,084.00
4-6	3	\$36,934.00	\$39,887.00	\$40,843.00	\$41,808.00
5-7	4	\$37,673.00	\$40,626.00	\$41,582.00	\$42,547.00
6-8	5	\$38,426.00	\$41,379.00	\$42,335.00	\$43,300.00
7-9	6	\$39,195.00	\$42,148.00	\$43,104.00	\$44,069.00
8-10	7	\$39,979.00	\$42,932.00	\$43,888.00	\$44,853.00
9-11	8	\$40,778.00	\$43,731.00	\$44,687.00	\$45,652.00
10-12	9	\$41,594.00	\$44,547.00	\$45,503.00	\$46,468.00
11-13	10	\$42,426.00	\$45,379.00	\$46,335.00	\$47,300.00
12-14	11	\$43,274.00	\$46,227.00	\$47,183.00	\$48,148.00
13-15	12	\$44,140.00	\$47,093.00	\$48,049.00	\$49,014.00
14-16	13	\$45,023.00	\$47,976.00	\$48,932.00	\$49,897.00
15-17	14	\$45,923.00	\$48,876.00	\$49,832.00	\$50,797.00
16-18	15	\$46,841.00	\$49,794.00	\$50,750.00	\$51,715.00
17-19	16	\$47,778.00	\$50,731.00	\$51,687.00	\$52,652.00
18-20	17	\$48,734.00	\$51,687.00	\$52,643.00	\$53,608.00
19-21	18	\$49,709.00	\$52,662.00	\$53,618.00	\$54,583.00
20-22	19	\$50,703.00	\$53,656.00	\$54,612.00	\$55,577.00
21-23	20	\$51,717.00	\$54,670.00	\$55,626.00	\$56,591.00
22-24	21	\$52,751.00	\$55,704.00	\$56,660.00	\$57,625.00
23-25	22	\$53,806.00	\$56,759.00	\$57,715.00	\$58,680.00
24-26	23	\$54,882.00	\$57,835.00	\$58,791.00	\$59,756.00
25-27	24	\$55,980.00	\$58,933.00	\$59,889.00	\$60,854.00
26+ <u>28+</u>	25	\$57,100.00	\$60,053.00	\$61,009.00	\$61,974.00

Advanced Degrees

Master Degree	\$2,953.00
Specialist Degree	\$3,909.00
Doctorate Degree	\$4,874.00

The Experience Column is used for initial step placement only.


 Denise S. Roberts, SDIRC Chief Negotiator


 Elizabeth Weatherstone, IRCEA President

Date 5/4/12

Date 5/4/12

Appendix B. 2 Accomplished Educator, Full Schedule Supplements

School District of Indian River County
2010-2011

Teacher Performance Supplement
196 Day Schedule 5% of Base

	Bachelor	Masters	Specialist	Doctorate
1	\$1,775	\$1,923	\$1,970	\$2,019
2	\$1,811	\$1,958	\$2,006	\$2,054
3	\$1,847	\$1,994	\$2,042	\$2,090
4	\$1,884	\$2,031	\$2,079	\$2,127
5	\$1,921	\$2,069	\$2,117	\$2,165
6	\$1,960	\$2,107	\$2,155	\$2,203
7	\$1,999	\$2,147	\$2,194	\$2,243
8	\$2,039	\$2,187	\$2,234	\$2,283
9	\$2,080	\$2,227	\$2,275	\$2,323
10	\$2,121	\$2,269	\$2,317	\$2,365
11	\$2,164	\$2,311	\$2,359	\$2,407
12	\$2,207	\$2,355	\$2,402	\$2,451
13	\$2,251	\$2,399	\$2,447	\$2,495
14	\$2,296	\$2,444	\$2,492	\$2,540
15	\$2,342	\$2,490	\$2,538	\$2,586
16	\$2,389	\$2,537	\$2,584	\$2,633
17	\$2,437	\$2,584	\$2,632	\$2,680
18	\$2,485	\$2,633	\$2,681	\$2,729
19	\$2,535	\$2,683	\$2,731	\$2,779
20	\$2,586	\$2,734	\$2,781	\$2,830
21	\$2,638	\$2,785	\$2,833	\$2,881
22	\$2,690	\$2,838	\$2,886	\$2,934
23	\$2,744	\$2,892	\$2,940	\$2,988
24	\$2,799	\$2,947	\$2,994	\$3,043
25	\$2,855	\$3,003	\$3,050	\$3,099

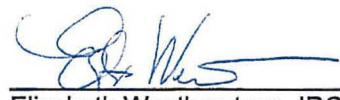
School District of Indian River County
2010-2011

Teacher Full Schedule Supplement
196 Day Schedule - 6.16% of Base

	Bachelor	Masters	Specialist	Doctorate
1	\$2,187	\$2,369	\$2,428	\$2,487
2	\$2,231	\$2,412	\$2,471	\$2,531
3	\$2,275	\$2,457	\$2,516	\$2,575
4	\$2,321	\$2,503	\$2,561	\$2,621
5	\$2,367	\$2,549	\$2,608	\$2,667
6	\$2,414	\$2,596	\$2,655	\$2,715
7	\$2,463	\$2,645	\$2,704	\$2,763
8	\$2,512	\$2,694	\$2,753	\$2,812
9	\$2,562	\$2,744	\$2,803	\$2,862
10	\$2,613	\$2,795	\$2,854	\$2,914
11	\$2,666	\$2,848	\$2,906	\$2,966
12	\$2,719	\$2,901	\$2,960	\$3,019
13	\$2,773	\$2,955	\$3,014	\$3,074
14	\$2,829	\$3,011	\$3,070	\$3,129
15	\$2,885	\$3,067	\$3,126	\$3,186
16	\$2,943	\$3,125	\$3,184	\$3,243
17	\$3,002	\$3,184	\$3,243	\$3,302
18	\$3,062	\$3,244	\$3,303	\$3,362
19	\$3,123	\$3,305	\$3,364	\$3,424
20	\$3,186	\$3,368	\$3,427	\$3,486
21	\$3,249	\$3,431	\$3,490	\$3,550
22	\$3,314	\$3,496	\$3,555	\$3,615
23	\$3,381	\$3,563	\$3,622	\$3,681
24	\$3,448	\$3,630	\$3,689	\$3,749
25	\$3,517	\$3,699	\$3,758	\$3,818

Schedule deletion Legislatively Imposed


Denise S. Roberts, SDIRC Chief Negotiator


Elizabeth Weatherstone, IRCEA President

5/4/12
Date

5/4/12
Date

Student Growth Model

Beginning in the 2011-2012 school year student assessment results will be incorporated into teacher evaluations. In accordance with F.S. 1012.34(3)(a)(1) FCAT scores will be used to measure student growth in learning for classroom teachers whose students take the FCAT for the 2011-2012 school year using Student Growth Approach 1, one of the three models supplied by the state. The Value Added Measure (VAM) for the teacher will be applied using the procedure outlined below.

For teachers of subjects other than Language Arts, Reading or Math, where state assessments are not available, this year the School District of Indian River County will be using FCAT scores for all teachers. The attached document outlines what FCAT test scores will be assigned to each teacher. The district will determine additional assessments during the 2011-2012 school year to use in subsequent years until an end of course exam is implemented for these teachers to ensure valid student growth data.

The Student Growth Score will count for 40% of the overall Teacher Evaluation for the 2011-2012 school year. The Instructional Practice Score will provide the additional 60%. After this year, the percentage will increase to 50% in accordance with FS 1012.34.

<u>TITLE DESCRIPTION - TEACHER</u>	<u>60% INSTRUCTIONAL PRACTICE/40% STUDENT GROWTH</u>
<u>ADULT ED OCCUP OUTREACH COORD</u>	<u>District Reading and Math FCAT scores</u>
<u>ASSISTANT BAND DIRECTOR SHS</u>	<u>Reading FCAT- students on teacher roster</u>
<u>ATHLETIC DIRECTOR</u>	<u>School Reading and Math FCAT scores</u>
<u>BAND DIRECTOR - MIDDLE</u>	<u>Reading FCAT- students on teacher roster</u>
<u>BAND DIRECTOR - SR HIGH</u>	<u>Reading FCAT- students on teacher roster</u>
<u>BILINGUAL SPECIALIST</u>	<u>Reading and Math FCAT Scores - students assigned to them</u>
<u>CAREER SPECIALIST</u>	<u>School Reading and Math FCAT scores</u>
<u>ESOL RESOURCE TEACHER</u>	<u>Reading and Math FCAT Scores - students assigned to them</u>
<u>GUIDANCE MIDDLE SCHOOL</u>	<u>Reading and Math FCAT Scores - students assigned to them</u>
<u>GUIDANCE SENIOR HIGH</u>	<u>Reading and Math FCAT Scores - students assigned to them</u>
<u>LIBRARIAN/MEDIA SPEC ELEM</u>	<u>School Reading FCAT scores</u>
<u>LIBRARIAN/MEDIA SPEC MIDDLE</u>	<u>School Reading FCAT scores</u>
<u>LIBRARIAN/MEDIA SPEC SENIOR HI</u>	<u>School Reading FCAT scores</u>
<u>MATH COACH, ELEMENTARY</u>	<u>School Math FCAT scores</u>
<u>MIGRANT SECONDARY ADVOCATE</u>	<u>Reading FCAT- students on teacher roster</u>
<u>OCCUPATIONAL SPECIALIST</u>	<u>Reading FCAT- students on teacher roster</u>
<u>ORCHESTRA DIRECTOR, ASSOCIATE</u>	<u>Reading FCAT- students on teacher roster</u>
<u>READING COACH, ELEMENTARY</u>	<u>School Reading FCAT scores</u>
<u>RESOURCE SPECIALIST</u>	<u>School Reading and Math FCAT scores (or students assigned to them)</u>
<u>ROTC INSTRUCTOR</u>	<u>Reading FCAT- students on teacher roster</u>
<u>SCHOOL SOCIAL WORKER/VISITING</u>	<u>School Reading and Math FCAT scores of schools served</u>
<u>SPEECH & LANGUAGE PATHOLOGIST</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER ADULT EDUCATION</u>	<u>District Reading and Math FCAT scores</u>
<u>TEACHER AGRICULTURE</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER ART ELEMENTARY</u>	<u>School Reading FCAT scores</u>
<u>TEACHER ART MIDDLE</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER ART SENIOR HIGH</u>	<u>Reading FCAT- students on teacher roster</u>

<u>TITLE DESCRIPTION - TEACHER</u>	<u>60% INSTRUCTIONAL PRACTICE/40% STUDENT GROWTH</u>
<u>TEACHER BUSINESS EDUCATION</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER COMPUTER EDU, MIDDLE</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER CULINARY ARTS</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER DRAMA, SENIOR HIGH</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER DROPOUT PREVENTION SR</u>	<u>Reading and Math FCAT Scores - students assigned to them</u>
<u>TEACHER ESOL</u>	<u>Reading FCAT or Reading and Math FCAT Scores (depending on course) - students assigned to them</u>
<u>TEACHER EXCEPTIONAL ED - SLD</u>	<u>Reading FCAT or Reading and Math FCAT Scores (depending on course) - students assigned to them</u>
<u>TEACHER EXCEPTIONAL ED - VE</u>	<u>Reading FCAT or Reading and Math FCAT Scores (depending on course) - students assigned to them</u>
<u>TEACHER EXCEPTIONAL ED AUTISM</u>	<u>School Reading and Math FCAT scores</u>
<u>TEACHER EXCEPTIONAL ED GIFTED</u>	<u>Reading FCAT, Math FCAT or combined score - students assigned -depending on course</u>
<u>TEACHER EXCEPTIONAL ED H/H</u>	<u>District Reading and Math FCAT scores</u>
<u>TEACHER EXCEPTIONAL ED OI</u>	<u>District Reading and Math FCAT scores</u>
<u>TEACHER EXCEPTIONAL ED PK HDC</u>	<u>District Reading and Math FCAT scores</u>
<u>TEACHER EXCEPTIONAL ED VI</u>	<u>District Reading and Math FCAT scores</u>
<u>TEACHER EXCEPTIONAL EDUCATION</u>	<u>Reading FCAT, Math FCAT or combined score - students assigned -depending on course</u>
<u>TEACHER FOREIGN LANGUAGE, ELEM</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER FOREIGN LANGUAGE, MIDD</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER FOREIGN LANGUAGE, SR H</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER GRADE 1</u>	<u>School Reading and Math FCAT scores</u>
<u>TEACHER GRADE 2</u>	<u>School Reading and Math FCAT scores</u>
<u>TEACHER GRADE 3</u>	<u>School Reading and Math FCAT scores</u>
<u>TEACHER GRADE 4</u>	<u>Reading and Math FCAT Scores - students assigned to them</u>
<u>TEACHER GRADE 5</u>	<u>Reading and Math FCAT Scores - students assigned to them</u>
<u>TEACHER HEALTH OCCUPATIONS</u>	<u>School Reading and Math FCAT scores</u>
<u>TEACHER IN-SCHOOL SUSPENSION,</u>	<u>School Reading and Math FCAT scores</u>
<u>TEACHER KINDERGARTEN</u>	<u>School Reading and Math FCAT scores</u>
<u>TEACHER LANGUAGE ARTS MIDDLE</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER LANGUAGE ARTS SR HIGH</u>	<u>Reading FCAT- students on teacher roster; School Reading FCAT if no FCAT students assigned</u>
<u>TEACHER MARKETING EDUCATION</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER MATH MIDDLE</u>	<u>Math FCAT - students on teacher roster</u>
<u>TEACHER MATH SR HIGH</u>	<u>Math FCAT - students on teacher roster or Score Math score</u>
<u>TEACHER MATH/ACCOUNTABILITY</u>	<u>Math FCAT - students on teacher roster</u>
<u>TEACHER MUSIC ELEMENTARY</u>	<u>School Reading FCAT scores</u>
<u>TEACHER MUSIC MIDDLE</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER MUSIC SENIOR HIGH</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER ON ASSIGN STAFF DEV</u>	<u>District Reading and Math FCAT scores</u>
<u>TEACHER ON ASSIGNMENT C/I</u>	<u>District Reading FCAT Score, District Math FCAT Score or Reading FCAT Score for Title I schools</u>
<u>TEACHER PHYSICAL EDUCATION ELE</u>	<u>School Reading FCAT scores</u>
<u>TEACHER PHYSICAL EDUCATION MID</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER PHYSICAL EDUCATION, SR</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER PRE-K</u>	<u>District Reading and Math FCAT scores</u>
<u>TEACHER READING MIDDLE</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER READING, SENIOR HIGH</u>	<u>Reading FCAT- students on teacher roster</u>

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<u>TITLE DESCRIPTION - TEACHER</u>	<u>60% INSTRUCTIONAL PRACTICE/40% STUDENT GROWTH</u>
<u>TEACHER RESOURCE TEEN/PARENT</u>	<u>District Reading FCAT Score</u>
<u>TEACHER SCH BASED READING STRA</u>	<u>School Reading FCAT scores</u>
<u>TEACHER SCIENCE MIDDLE</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER SCIENCE SENIOR HIGH</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER SOCIAL STUDIES MIDDLE</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER SOCIAL STUDIES SR HIGH</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER TECHNOLOGY EDUCATION</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER TITLE 1 RESOURCE</u>	<u>School Reading FCAT scores</u>
<u>TEACHER, COACH</u>	<u>School Reading and Math FCAT scores of schools working with</u>
<u>TEACHER, EMOTIONAL/BEHAVIORAL</u>	<u>School Reading and Math FCAT scores</u>
<u>TEACHER, IB PROGRAM</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TEACHER, WRITING</u>	<u>Reading FCAT- students on teacher roster</u>
<u>TV PRODUCTION TEACHER</u>	<u>School Reading FCAT scores</u>



Denise Roberts, Chief Negotiator
For the District

5/7/12



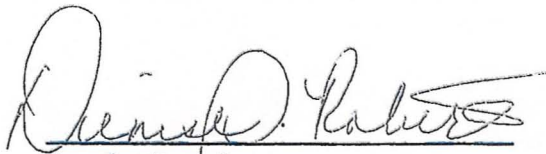
Beth Weatherstone, President
For the Association

5/7/12

MEMORANDUM OF UNDERSTANDING
Between
The School District of Indian River County
And
The Indian River County Education Association

The Board and the Association agree on the following 2011-2012 implementation processes for the new Teacher Evaluation Program, which is the State Model (Marzano Framework).

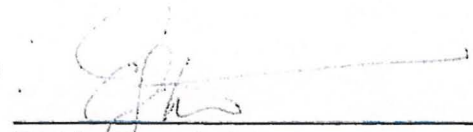
1. The FCAT assessments to be used for all instructional types.
2. The percentage used for the instructional practice portion of the summative rating will be 60% and the percentage used for the student growth portion will be 40%.
3. The Student Growth Model will be the State Model (Approach) 1.



For the Board

2/29/12

Date



For the Association

2/29/12

Date


5/4/12


5/4/12

MEMORANDUM OF UNDERSTANDING
Between
The School District of Indian River County
And
The Indian River County Education Association

Re: Health Care Plan Design, Benefits and Cost

The Health Insurance Advisory Task Force, as found under Article X.12 of the collective bargaining agreement between the School District of Indian River County (SDIRC) and the Indian River County Education Association (IRCEA), is charged with maintaining the best possible health insurance benefits. This article further provides that any changes to the health insurance or plan benefits will be negotiated. Accordingly, the IRCEA and SDIRC have come to agreement regarding the employee health care insurance plan design, benefits and cost as follows:

The SDIRC has worked collaboratively with the IRCEA and demonstrated good faith efforts to decrease climbing deficits to the health insurance fund. This was shown by a willingness to make plan design changes for 2012. In addition to increasing premium contribution rates, out-of-pocket deductibles, office visit co-pays and prescription drug co-pays increased as well.

The Board approved the following four (4) attached plans which translate into:

- Blue Option 5774 is \$0/member/month contribution
- Blue Option Plan 5190 Health Savings Account is \$27/member/month
- Blue Option Plan 5770 \$59/member/month
- 800 Blue Choice Plan \$94/member/month

In addition, the plans provide a four tier structure which consists of:

- Employee Only
- Employee Spouse
- Employee Child/Children
- Employee Family

In recognition of the information provided above, SDIRC and IRCEA agree to this Memorandum of Understanding as it applies to the 2012 health insurance plan year beginning on January 1, 2012 and expires on December 31, 2012.



Chief Negotiator of SDIRC

5/4/12

Date
(Legislative Impasse)



For the Association

5/4/12

Date

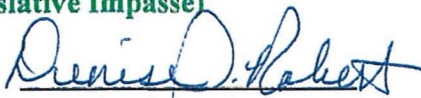
**School District of Indian River County
2012 Member Contributions
New 4 Tier Plan**

	800	5770	5190	5774
EE	94	59	27	0
ES	420	362	309	264
EC	404	347	295	251
EF	516	452	392	342

**School District of Indian River County
2012 Member Contributions
New 4 Tier Plan**


	800	5770	5190	5774
EE	499	464	432	405
ES	825	767	714	669
EC	809	752	700	656
EF	921	857	797	747

(Legislative Impasse)



Denise S. Roberts, Chief Negotiator
For the District

5/4/12
Date



Beth Weatherstone, President
For IRCEA

5/4/12
Date

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