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 June 12, 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
- IV. ADOPTION OF AGENDA
- V. PRESENTATIONS
 A. Bus Safety Poster Contest Awards Mrs. Lannon
 B. March of Dimes "Thank You" Mrs. Crowley
- VI. CITIZEN INPUT
- VII. CONSENT AGENDA

A. Approval of Minutes – Dr. Adams

- 1. Board Policies Discussion held 5/15/2012
- 2. Millage Referendum Discussion held 5/22/2012
- 3. Regular Business Meeting held 5/22/2012
- 4. Special Meeting held 5/29/2012
- 5. Beachland Student Pick-up and Bus Loop Workshop held 5/29/2012 Superintendent recommends approval.
- **B.** Approval of Personnel Recommendations Mrs. Lannon Attached is a list of personnel recommendations, which includes personnel additions, terminations, and/or changes. Also included are reappointments for Instructional, Pro-Tech, Confidential Managerial, and Professional Support Staff. <u>Superintendent recommends approval.</u>
- C. Approval of 2011-2012 Casualty Safety and Sanitation Reports Mrs. Lannon

The 2011-2012 Casualty Safety and Sanitation Reports for each school and facility are attached. In accordance with State Requirements for Educational Facilities (SREF) and Florida Statutes, these reports are to be submitted to the Board each year. <u>Superintendent recommends approval.</u>

D. Donations – Mr. Morrison

- 1. Wabasso School received a donation in the amount of \$1,000 from the Rotary Club of Orchid Island. The funds will be used for the 2011/2012 yearbooks.
- 2. Liberty Magnet School received a donation in the amount of \$3,000 from The River Grille in Sebastian. The funds will be used for ESE/Autistic classes and programs at Liberty Magnet School.
- 3. Beachland Elementary School received a donation in the amount of \$7,350, from the Beachland Elementary School PTA. The Arts and Music Clubs will utilize \$1,000 of the donation and \$6,350 will be used to purchase various items for the 2012/12 school year for Beachland Elementary School.

Superintendent recommends approval.

- E. Approval of the Renewal of Transportation Service Agreement with Gifford Youth Activity Center (GYAC) for 2012-2013 Mrs. Lannon Attached is the renewal of the Transportation Agreement with the Gifford Youth Activity Center (GYAC) 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 Gifford Youth Activity Center to use the School District's Transportation Services from designated pick-up locations to sites in Indian River County for Gifford Youth Activity Center sponsored programs. No cost to the District. Superintendent recommends approval.
- F. Approval of Students Leaving Indian River County Schools for 2012-2013 – Mrs. D'Albora

Two parents reside in Indian River County and are requesting permission for their children to attend school in Brevard County. <u>Superintendent recommends approval.</u>

G. Approval of Out-of-County Student Admissions for 2012-2013 – Mrs. D'Albora

Parents have requested permission for their children to continue to attend schools in Indian River County. The approved out-of-county requests signed by the Principals of the requested schools and release letters from the students' home counties are attached. Three students are returning from Brevard County: two for Sebastian River High School and one for Sebastian River Middle School. <u>Superintendent recommends approval.</u>

H. Approval of Out-of-County Charter School Student Admission for 2012-2013 – Mrs. D'Albora

Parent has requested permission for her child to attend school in Indian River County. The student will be attending from St. Lucie County. The release letter has been received from St. Lucie County and the approved acceptance to Imagine South Vero is attached. <u>Superintendent recommends approval.</u>

I. Approval of Project Child Contract for 2012-2013 - Mrs. D'Albora

The School District of Indian River County will offer 17 clusters of Project CHILD for the upcoming school year. The cost of the annual renewal for materials for 51 teachers, plus shipping and handling is <u>\$29,035.00</u>; plus a Professional Development cost of <u>\$2000.00</u>, the total cost to renew is <u>\$31,035.00</u>. Project CHILD is currently offered at (4) elementary schools in the District: Citrus Elementary, Pelican Island Elementary, Sebastian Elementary, and Treasure Coast Elementary. The goal is to continue to provide this innovative option at existing schools. <u>Superintendent recommends approval.</u>

- J. Approval of Safari Montage License Renewal Mrs. D'Albora Since 2008, Safari Montage has provided the District with a digital media management system. Attached is the content license renewal covering the period beginning on 7/01/2012 and ending on 6/30/2013. Also attached is the digital content license agreement. The cost impact is \$26,332.88. Superintendent recommends approval.
- K. Approval of Renaissance Learning Software Renewal and Hosting Agreement Mrs. D'Albora

Renaissance Learning provides all District Schools with the Accelerated Reader software application that promotes independent reading and increases comprehension skills. Attached is the license renewal covering the period beginning on 8/01/2012 and ending on 7/31/2013. Also attached is the original contract signed in 2010. The cost impact is \$62,744.53. Superintendent recommends approval.

L. Approval of Hosting Services Agreement with Performance Matters – Mrs. D'Albora

Since 2004, Performance Matters has provided the District with an assessment and data management system for analyzing student performance on state and local assessments. Attached is the year two license renewal covering the period beginning on 7/01/2012 and ending on 6/30/2013, as well as the most recent three-year contract signed in 2011. The cost impact is \$60,000. Superintendent recommends approval.

M. Approval of Microsoft School License Agreement – Mrs. D'Albora

The Microsoft School License Agreement provides the District with the use of the latest Microsoft operating systems including, but not limited to, Microsoft Office, Microsoft SharePoint, Microsoft SQL server, and Microsoft Forefront Anti-Virus that are used on the District's 9,000 plus computers and over 100 servers. This is year two of a three-year agreement. Attached is the three-year agreement signed in 2011. The cost impact is \$187,008.84. Superintendent recommends approval.

N. Approval of Follett Destiny License Renewal – Mrs. D'Albora

Follett Destiny provides the District with a browser-based library management solution that combines circulation, cataloging, searching, reporting, and management in one centrally installed library system. Attached is the license renewal covering the period beginning on 7/01/2012 and ending on 6/30/2013, as well as the original contract signed in 2005. The cost impact is \$26,147.26. Superintendent recommends approval

O. Approval of CrossPointe Software Maintenance Renewal – Mrs. D'Albora

CrossPointe, LLC, provides the District with support and maintenance of the TERMS software applications suite. These applications include the District's Finance, Payroll, Human Resources, and Student Information Systems. Attached is the yearly maintenance and support renewal covering the period beginning 7/1/2012 and ending 6/30/2013. Also attached is the original contract signed in 2005. The cost impact is \$167,416. <u>Superintendent recommends approval.</u>

P. Approval of Blackboard Connect License Renewal – Mrs. D'Albora

Blackboard Connect, formerly Connect Ed, provides the District with a tool to communicate information to parents and the community in regard to emergency situations, student absenteeism, school events, and other important notifications; via telephone, email, and text messaging. The system is used by all schools and facilities and is capable of contacting the households of all District students and staff members simultaneously, within minutes. Attached is the 2009 signed contract along with an amendment that renews the agreement for a period beginning on 7/01/2012 and ending on 6/30/2013. This amendment also includes a fee reduction of twenty-five cents per student for an annual cost savings of \$3,991. The cost impact is \$37,378.50. Superintendent recommends approval.

Q. Approval of PD 360 Professional Development Contract Renewal – Mrs. D'Albora

PD 360 Professional Development On-Demand is a web-based, on-demand professional learning resource that supports the District in the establishment of a systemic, job-embedded program that emphasizes classroom implementation. This proposal includes an assurance of pricing for at least three years and reflects a significant discount to promote proper implementation and maximum return on investment. This year is the second of the three-year cycle. School Improvement Network owns the copyrights to, and is the sole source provider for, the professional development online service, PD 360-Professional Development On Demand. As per the approved Race to The Top Grant, RTTT funds will be used to acquire PD 360 Professional Development at a yearly cost of \$58,890. This pricing is locked and will not go up in price for 2013-2014, as the School District chooses to renew annually. <u>Superintendent recommends approval.</u>

R. Approval of Budget Amendments – Mr. Morrison

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

Amendment 2 – Capital Project Funds

Amendment 5 – General Revenue Funds

Superintendent recommends approval.

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

The recommendation is to write-off, as uncollectible, checks received that have been dishonored by the makers' banks and returned as unpaid. The attached list reveals items that are payable to the schools and remain uncollected for the calendar year that ended on December 31, 2011. All attempts made to collect the money to date by Staff and Payliance have been unsuccessful. <u>Superintendent recommends approval.</u>

VIII. ACTION AGENDA

A. Approval of 2012-2013 Organizational Chart – Dr. Adams

The 2012-2013 Organizational Chart is attached. The Chart reflects two changes: Coordinator of Title I, III & X; and Coordinator of Staff Development. The School District needs to take a more systematic approach to identifying and developing internal people with the potential to fill key leadership positions in the organization. These positions are entry level administrative positions that will be used for this purpose. Both positions are federally funded and will not impact the general operations budget. Superintendent recommends approval

B. Approval of 2012-2013 Schoolhouse Consulting Group, Inc., Contract Renewal – Dr. Adams

This renewal is for the 2012-2013 fiscal year for legislative services for the Treasure Coast Regional Planning Council, representing issues common to the Treasure Coast Region. School Districts participating in the Treasure Coast Regional Planning Council are: Indian River County, Martin County, Okeechobee County, and St. Lucie County. The pro-rata cost for Indian River is \$6,731. A copy of the cover letter and invoice is attached. <u>Superintendent recommends approval.</u>

C. Approval of the Agreement with Environmental Learning Center for 2012-13 – Mrs. D'Albora

The Indian River School Board and the Environmental Learning Center Contract is an agreement to provide environmental educational services to the students during the 2012-2013 school year. The Environmental Learning Center (ELC) will instruct third and fourth grade students during an onsite visit to the ELC. Instruction is guided through the third grade students and an environmental education program for the fourth grade students entitled *Lagoon Days*. The contract amount will be on a per class basis; \$325.00 for each third grade class that attends and \$508.00 for each fourth grade class. Superintendent recommends approval.

D. Approval of 2012-2013 Code of Student Conduct – Mrs. D'Albora

Each year the Code of Student Conduct is revised and presented to the School Board. School Board policy 5.10 states "the code will be adopted by the School Board on an annual basis to assure compliance with Florida Statutes and applicable rules adopted by the State Board of Education". This year the Code of Student Conduct Review Committee met four times, the Matrix Subcommittee met twice, and the Attendance Subcommittee met twice. Last year's cost to the District for English and Spanish Code of Student Conduct booklets was \$3,883.09. Attached is the Code, with changes noted and a summary of the changes. <u>Superintendent recommends approval.</u>

E. Approval of Release of Final Payment to Barth Construction, Inc., for the Vero Beach High School Precast Concrete Bleacher Repair Project (2011-02) – Mr. Morrison

Approval is recommended for the release of Final Payment in the amount of \$20,976.03 to Barth Construction, Inc., for the completion of the Vero Beach High School Precast Concrete Bleacher Repair Project (#2011-02). On April 26, 2011, the Board approved the Guaranteed Maximum Price (GMP) for this project in the amount of \$389,324.00; with the final construction cost for this project totaling \$210,080.12. The unused portion of the GMP, in the amount of \$179,243.88, is a savings to the District. Final payment of this project is being brought to the Board for approval in accordance with Florida Statute 1013.50. The final payment to the contractor consists of the project retainage, which is held until project completion. <u>Superintendent recommends approval.</u>

IX. SUPERINTENDENT'S REPORT

X. DISCUSSION No items

XI. SCHOOL BOARD MEMBER MATTERS – Chairman Pegler

XII. INFORMATION AGENDA

- A. Monthly Facilities Report Mr. Morrison Attached is the April 2012 Facility Update Report.
- **B.** Finance: Comprehensive Annual Financial Report Award Mr. Morrison The School District was notified by the Association of School Business Officials, International (ASBO), that the District's Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2011, has been awarded the Certificate of Excellence in Financial Reporting. This is the fifth consecutive year that the District has been recognized with this award. A copy of this award letter is attached.
- **C.** Financial Report for Month Ending March 31, 2012 Mr. Morrison Attached is the Financial Report for month ending March 31, 2012.

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 15, 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.

REVIEW CHAPTER 1 DISTRICT SCHOOL BOARD POLICIES DISCUSSION

Attended by:

Tom Young, NEOLA Pat Corbett, NEOLA Frankie St. James, NEOLA

- I. Discussion was called to order by Chairman Pegler
- II. Purpose of the Discussion Dr. Adams
 Dr. Adams stated that this was a discussion session with NEOLA to review
 Chapter 1 of Board policies. She turned the discussion over to Mrs. Lannon.
- III. Presentation Mrs. Lannon

Mrs. Lannon stated that over the past two months, staff had been working on the policies with the NEOLA group. She introduced Mr. Young, Mr. Corbett, and Mrs. St. James, who were present to review Chapter 1 with the School Board Members. Mr. Young introduced his staff and gave a brief description of their backgrounds regarding policies. Mr. Young stated that after today's discussion, the Board would meet with NEOLA in workshops, with recommendations from staff. He said that today's discussion was about the Board's policies under Chapter 1. Mr. Young said that the policies contained a deep consideration for Florida Law and Best Practices. He said that the policies would reflect your unique District. Mr. Young said that the Board could redact and revise policies but could not change NEOLA's numbering system.

Mr. Young recommended that the Board adopt the entire Policy Book, including all Chapters at one time. Mr. Corbin mentioned that there would be exceptions such as the "acceptable use policy" that would need to be adopted sooner. He said others may come up as well, in order to be in compliance.

Mr. Young started the review of Chapter 1 with the Bylaws. Board Members discussed and requested changes. Mrs. St. James made notes via computer with the overhead projection. Mr. Young pointed out that whenever there was a capital "P" or capital "S" it meant "or delegate/designee". They moved on to sections of Chapter 1 titled:

- Definitions
- Identification
- Powers, Boardmanship, and Ethics
- Functions
- Organization
- Duties
- IV. Questions Chairman Pegler
 - Board Members asked questions and made suggestions throughout the presentation. Note that on June 19, 2012, the Board would review the remaining policies contained within Chapter 1 to include:
 - Membership
 - ✤ Meetings
- V. ADJOURNMENT Chairman Pegler

With no further discussion, the session adjourned at approximately 11:34 a.m.

The Indian River County District School Board met on Tuesday, May 22, 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.

Note: Mrs. Disney-Brombach and Ms. Jiménez were not present.

Millage Referendum Discussion And Other Updates

- I. Discussion was called to order by Chairman Pegler.
- II Purpose of the Discussion Dr. Adams Dr. Adams said that they had a couple of items to share regarding the referendum. They would begin with the timeline. Dr. Adams said that at the end she would like to present a couple of updates to the Board on other matters.
- III. Presentation on Millage Referendum Dr. Adams

Dr. Adams turned the presentation over to Mr. Morrison. Mr. Morrison handed out the timeline. He also gave them a hard copy of the PowerPoint and approved Resolution from the County Commission. Mr. Morrison reviewed the steps taken to date and the "draft" timeline for the referendum to be placed on the ballot. The quote from the Press Journal regarding the advertisements (July 10 and July 24) was approximately \$2,100.00. Early voting would start on August 4, 2012, with the Primary Election Day on August 14, 2012. Mr. Morrison said that they needed to establish a date for a Town Hall Meeting prior to early voting on August 4, 2012. They would also set a date to do a presentation meet/review/discussion session with both unions. He said that they would establish internal meetings to establish a final presentation for the Town Hall Meetings.

Dr. Adams said that she set a date for staff to meet with the Editorial Board of the *Vero Beach Press Journal* on June 6 at 1 p.m. in St. Lucie County. Mr. Morrison reviewed his conversations and next steps in regard to the Supervisor of Elections of Indian River County. He also talked about the distribution of the PowerPoint information to such sources as the District web site and Education Channel.

Note: Mrs. Disney-Brombach and Ms. Jiménez were present.

Mr. Morrison recapped the information presented prior to the arrival of Mrs. Disney-Brombach and Ms. Jiménez.

Mrs. Johnson said that she had a meeting scheduled with the Chamber of Commerce on Friday, at which time she would ask for a time to present the information to their Chamber Board Members. Mr. Morrison said that they were going to ask Principals to present the PowerPoint to their staff before the end of the school year. He reminded the Board that there was seven weeks before early voting. Mrs. Johnson suggested that Mr. Morrison and Dr. Adams present the PowerPoint information to the Chamber Board. Mrs. Johnson also noted that the one Commissioner that voted no for the Resolution was concerned with having this placed on the August ballot, rather than the November election.

PowerPoint Presentation

Board Members were given an opportunity to make suggestions and ask questions. Dr. Adams said that the Board would be provided with a thumb drive and hard copies to take with them to their various meetings.

IV. UPDATES – Dr. Adams

A. Beachland Student Pickup and Bus Loop

Dr. Adams stated that the May 29 the Special Meeting to ratify the CWA vote, if needed, should be a short meeting. She requested to schedule right after, or in place of, a workshop on all possible options regarding the student pickup and bus loop at Beachland Elementary School. Dr. Adams said that the loop would be sufficient to accommodate the number of students the school has now and would take care of any additional size of the school that the Board would be discussing later on.

B. Workshop on Student Accident Insurance

Dr. Adams said that the Administrative Hearing would not be needed on June 12. She requested that in place of that meeting, the Board hold a workshop on Student Accident Insurance.

C. Update on Beachland Hammock

Dr. Adams said that she wanted to go through the Student Pickup and Bus Loop before having the conversation regarding a conservation easement.

D. Sick and Vacation Leave

Mr. Morrison stated that Florida Legislation would probably pursue the issue during the upcoming legislative session. He wanted to know if the Board wanted to move forward now or wait to see what the State may change before making any changes to current Board policy. After discussing the issue, the Board was in favor of moving forward with a sick time buy back option. All other decisions would be held until the legislation session ended next spring. It was noted that the sick time buy back option would first have to be negotiated with both unions.

E. Osceola Parking and Move to New Site

Dr. Adams said that they were able to obtain three additional parking spots. She said that they were continuing to work on the parking issue. Dr. Adams explained how the school was preparing for the actual move. She also noted that at this time there have been no conversations regarding the future of the Osceola site on 6th Avenue.

IV. ADJOURNMENT – Chairman Pegler

With no further issues, the discussion session adjourned at approximately 2:01 p.m.

The Indian River County District School Board met on Tuesday, May 22, 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 Rev/Doctor Tom H. Harris IV, First Presbyterian Church.

Chairman Pegler called for a moment of silence in memory of Michael Ostrower, a 15-year, ESE Teacher, at Gifford Middle School; and condolences for his family, his wife Lisa, who is a Teacher at Rosewood Magnet School, and for his children, Megan and Ben.

- 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 Chairman Pegler called for a motion. <u>Mrs. Johnson moved approval of the</u> <u>Orders of the Day with the elimination of Presentation B and Consent C. item 14.</u> <u>Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.</u>

V. PRESENTATIONS

A. Recognize Judge Kanarek, and School District Hearing Officers – Dr. Adams

Dr. Adams introduced Melinda Gielow, Director of Student Services, who would be retiring the end of this year. She thanked her for her years of service to the students of Indian River County. Mrs. Gielow talked about the history of the Truancy Court K-6 Attendance Program. The School Board and Superintendent recognized Judge Kanarek, Adam Chrzan, Esq., Kris Duer, Esq., and Debra Fromang, Esq., who continued to volunteer their services.

B. Recognize Winners of Bus Safety Poster Contest – Mrs. Lannon. (Rescheduled for June 12, 2012)

C. Recognize Vero Beach High School's Girls' Lacrosse State Champions – Dr. Adams

The School Board and Superintendent recognized Coach Shannon Dean, Assistant Principal David Erickson, Assistant Principal Greg Ahrens (Athletics Coordinator), Athletic Director Lenny Jankowski, and the Girls' Lacrosse State Championship Team Players as follows:

Seven Straight State Champions

Team Members Meredith Baker Alexandra Biedenharn Brianna Blum Gabriella Darcangelo Logan Eisinger Gracee Hendrix Megan Kroh Emily Long Olivia Long Ashley MacIntyre Allison McDonough Caitlyn Miller Allison Modica Alexis Moirano Sydney Murphy Katharina Nevsimal-Ricci Hannah Palau Hannah Pridemore Mary Katherine Pridemore Abigail Sarnoski Lucy Sexton Abigail Shields Mackenzie Smith

Head Coach

Shannon Dean

Assistant Coaches

Carrie Niño Lacey Vatland Megan Vatland Amanda Wilton

VI. CITIZEN INPUT

Luke Flynt requested to speak on School Board Policy 1.23. Beth Weatherstone request to speak on School Board Policy 3.40.

VII. CONSENT AGENDA

Chairman Pegler called for a motion. <u>Mrs. Johnson moved the adoption of the</u> <u>Consent Agenda, with the elimination of Consent C. item 14. Ms. Jiménez</u> seconded the motion and it carried unanimously, with a 5-0 vote.

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

It was recommended that the District School Board accept the Hearing Officer's Findings of Fact, Conclusions of Law, and recommendations in regard to Hearing Number 10-35 and 11-152. <u>Superintendent recommended approval.</u>

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 5/8/2012

Superintendent recommended approval.

C. Approval of Personnel Recommendations – Mrs. Lannon

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

D. Approval of Donations – Mr. Morrison

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

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

This request was for approval to dispose of surplus property in accordance with Florida Statutes 274.05 and 274.06. The attached lists represented property to be deleted from various inventories and/or for items that had been declared surplus. After Board approval, property would be recycled and/or auctioned. <u>Superintendent recommended approval.</u>

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 was the renewal of the Transportation Agreement with the Boys & Girls Clubs of Indian River (B&GCIRC) for 2012-2013. This agreement was 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. <u>Superintendent recommended approval.</u>

- **G.** Approval of Renewal of Transportation Service Agreement with the First United Methodist Church (FUMC) for 2012-2013 – Mrs. Lannon Attached was the renewal of Transportation Agreement with the First United Methodist Church for 2012-2013. This agreement was to provide transportation services for their 2012 summer program. There would be no cost to the School District. Superintendent recommended approval.
- H. Approval of Renewal of Transportation Service Agreement with the Environmental Learning Center (ELC) for 2012-2013 – Mrs. Lannon Attached was the renewal of Transportation Agreement with the Environmental Learning Center (ELC) for 2012-2013. This agreement was 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 recommended approval.
- I. Approval of Renewal of Transportation Service Agreement with the Dasie Bridgewater Hope Center, Inc. (DHC) for 2012-2013 Mrs. Lannon Attached was the renewal of Transportation Agreement with the Dasie Bridgewater Hope Center Inc. (DHC) for 2012-2013. This agreement was 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 recommended 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 were attached. Of the seven students, five were currently attending schools in the District. Three were children of employees. There were two new students requesting to attend schools in Indian River County. Superintendent recommended approval.
- K. Approval of Students Leaving Indian River County Schools Mrs. D'Albora

Parents resided in Indian River County and were requesting permission for their children (eleven students) to attend schools in Brevard County and St. Lucie County for the 2012-2013 school year. <u>Superintendent recommended approval.</u>

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 the Boys and Girls Rowing Teams earned a berth at the Rowing Scholastic Nationals in Philadelphia, PA. He was honored to have them represent Sebastian River High School and the School District of Indian River County. The competition would be held on Thursday, May 24, 2012. Students would return on Sunday, May 27, 2012. There was no cost to the District. <u>Superintendent recommended approval.</u>

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 was honored to have them represent Sebastian River High School and the School District of Indian River County. The competition would be held on May 18, 2012, through May 21, 2012. Superintendent recommended approval.

VIII. ACTION AGENDA

A. Approval of the Construction Management at Risk Contract with Pirtle Company for Elementary Construction the Fellsmere Renovations/Expansion Project (2012-11) – Mr. Morrison Approval was recommended for the Construction Management at Risk (CMAR) Contract between the School District of Indian River County and Pirtle Construction Company for the Fellsmere Elementary Renovations/Expansion Project #2012-11. This project would 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 would begin to establish a Guaranteed Maximum Price (GMP) for the project. The final GMP would then be submitted for Board Approval. Superintendent recommended approval.

Mr. Morrison spoke of the revision made to the name of the company from Pirtle Construction/Pinnacle Construction of the Treasure Coast LLC to Pirtle Construction Company. Chairman Pegler called for a motion. <u>Mrs. Disney-Brombach moved approval of the construction management at risk contract</u> with Pirtle Construction Company. Mr. McCain seconded the motion. Board Members discussed the item. Mrs. D'Agresta addressed the issue and stated that it was clear that the responding company was Pirtle Construction Company. <u>With no further discussion, the Board voted in favor of the motion, with a 4-1 vote. Mrs. Johnson, Mrs. Disney-Brombach, Ms. Jiménez, and Mr. McCain voted in favor of the motion. Chairman Pegler voted against the motion.</u>

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

Approval was 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 were 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 School Board. Superintendent recommended approval.

Chairman Pegler called for a motion. <u>Mrs. Johnson moved approval of the</u> <u>donation to the School District of property located in Gifford. Mrs. Disney-</u> <u>Brombach seconded the motion.</u> Board Members discussed the property. Mr. Morrison stated that the cost for Phase I was \$1,600 and the property appraisal cost was \$500.00. <u>The Board voted unanimously in favor of the</u> <u>motion, with a 5-0 vote.</u>

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

Approval was 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 for the Road and Bridge Improvements were finalized. The unused portion of the GMP, in the amount of \$857,376.40, was a savings to the District. In addition, Indian River County 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 was being brought to the Board for approval in accordance with Florida Statute 1013.50. Superintendent recommended approval.

Chairman Pegler called for a motion. <u>Ms. Jiménez moved approval of the</u> release of final payment to Proctor Construction Company for Middle School <u>BB (Storm Grove Middle School) project 2007-35</u>. <u>Mrs. Johnson seconded</u> the motion and it carried unanimously, with a 5-0 vote.

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 was necessary to continue with this emergency rental agreement on a month to month basis until a replacement chiller had been installed. The cost of the first month rental was \$10,230. The cost of each additional month was \$8,400 and this rental would continue through the summer months even though school was out to prevent air quality and mold issues. The District had presented the information regarding the failure to the District insurance provider in an attempt to be reimbursed under the boiler and HVAC policy. This request was for approval of the continuation of this rental agreement as per Board Policy 7.10 (L) Emergency Bids. Superintendent recommended approval.

Mr. Morrison provided pictures of the damage to the chiller. He reported that the District's insurance carrier would help cover the cost of the equipment rental and replacement of the part in the amount of \$100,269.50. Mr. Morrison said that the purpose of this item was to approve the emergency rental. Chairman Pegler called for a motion. <u>Mrs. Disney-Brombach moved approval of the emergency rental of the chiller for Vero Beach High School.</u> <u>Mr. McCain seconded the motion.</u> Board Members spoke to the issue. Mr. Morrison reported that the insurance proceeds were expected to cover twelve weeks of rental, with approximately \$80,000 to replace the chiller component that was damaged. <u>Board Members voted unanimously in favor of the motion, with a 5-0 vote.</u>

Note: Mr. Morrison, after double checking the insurance settlement statement from the insurance company, stated in the Friday Update that the amount represented the repair of the chiller, two service calls, replacement of a broken valve, and seven weeks of rental, less deductible.

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 addressed the probationary annual contract that was effective July 1, 2011. The proposed revisions also served to delete two paragraphs from the instructional staff section of the policy that were worded to apply to administrative staff and were already contained in the administrative staff section of the policy change process was followed in accordance with Florida Administrative Procedures Act, Statute

Statutes, and School Board Policy #1.06. Superintendent recommended approval.

Public Hearing

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

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

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

Chairman Pegler called for a motion. <u>Mrs. Johnson moved approval of the adoption of School Board Policy 3.04 Employment Requirements for Administrative and Instructional Personnel. Mr. McCain seconded the motion and it carried unanimously, with a 5-0 vote.</u>

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 served to implement the annual contract statutory requirements for non-degreed career and technical program employees. The revisions also deleted professional service contracts for this category of employee. The proposed revisions broadened the application of the Adult Education instructional personnel section so that the section would 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 recommended approval.

Public Hearing

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

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

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

Chairman Pegler called for a motion. <u>Mrs. Disney-Brombach moved approval</u> of the adoption of School Board Policy 3.07 Non-Degree, Career and <u>Technical, and Part Time Adult Educational Instructional Personnel. Mrs.</u> Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

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 addressed 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 recommended approval.

Public Hearing

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

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

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

Chairman Pegler called for a motion. <u>Mrs. Disney-Brombach moved approval</u> of the adoption of School Board Policy 3.14 Contracts for Instructional <u>Personnel. Mr. McCain seconded the motion and it carried unanimously, with</u> <u>a 5-0 vote.</u>

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 was to delete paragraph "C" as it would not be possible for the Superintendent or other administrator to prepare a final evaluation for an employee who left 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 recommended approval.

Public Hearing

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

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

Beth Weatherstone requested to speak.

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

Chairman Pegler called for a motion. <u>Mrs. Johnson moved approval of the adoption of School Board Policy 3.40 Personnel Evaluation</u>. <u>Ms. Jiménez seconded the motion</u>. Board Members discussed the policy. Dr. Adams stated that she would not be opposed to saying that if the employee completed the school year, a final evaluation would be possible. Board Members discussed the issue at length. <u>Mrs. Johnson moved to postpone the vote on Policy 3.40 to a date certain</u>, July 24, 2012. <u>Mrs. Disney-Brombach seconded the motion and it carried unanimously, with a 5-0 vote</u>.

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 recommended approval.

Chairman Pegler called for a motion. <u>Mr. McCain moved approval of the 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. Disney-Brombach seconded the motion and it carried unanimously, with a 5-0 vote.</u>

IX. SUPERINTENDENT'S REPORT

Dr. Adams reported that due to weather conditions in the south county, there were some delays but no reports of any problems. In regard to the dedication of the Administrative Building, to the "J.A. Thompson Administrative Center", Mr. Thompson's granddaughter wrote a note of appreciation on behalf of the Thompson family. Dr. Adams spoke of the Indian River Charter High School's graduation; at which, Mrs. Disney-Brombach's daughter, Caroline, was one of the graduates. Dr. Adams spoke of the upcoming graduations.

X. DISCUSSION

Mrs. Disney-Brombach talked about the discussions that the Board had in regard to the upcoming millage referendum that would be on the August ballot for the continuation of critical needs and the ending of the bond referendum millage. Mr. Morrison stated that the .6 millage was not an additional millage; it was a continuation of what the District currently received. For the record, the District would be sharing a portion of the .6 millage with the charter schools if approved by the voters. Mrs. D'Albora explained the urgency of funding for digital-learning, in the form of unfunded mandates that would go into effective in 2014.

- Chairman Pegler distributed to the Board a copy of the Resolution from the School Board of Palm Beach County in regard to high-stakes testing. He read the first page of the Resolution and asked the Board if they would be interested in adopting the same Resolution. After discussing the issue, Board Members requested that this issue be placed on the June 12 Round Table Discussion in order to work on a Resolution specific to Indian River County.
- Ms. Jiménez asked the Board if they would be interested in having a presentation by Dr. Robinson on Mental Health Trends. This information would enable the Board to provide essential services to students. After discussing the issue, the Board agreed that a workshop would be beneficial.
- Ms. Jiménez spoke of the new FCAT Writes scores that should be used as a baseline because of the change in rigor. She talked about the miscommunication from the media to the public that demoralized teachers and students. Ms. Jiménez talked about the Education Foundation's Showcase of programs provided by District schools through community partnerships that should be emphasized by the Press. She expressed how proud she was of our District and our Community. She encouraged the public to contact School Board Members.

XI. SCHOOL BOARD MEMBER MATTERS – Chairman Pegler

Mrs. Disney-Brombach reported on the KAPS Upward Bound Graduation, Scholarship Program at Indian River State College. She also reported on the Parents Involved in Education Awards, and the Liberty Magnet School graduation.

- Mrs. Johnson reported on D.A.R.E. graduations. She stated that at least one School Board Member would try to attend all graduations and award events. Mrs. Johnson talked about the walk-through at the new Vero Beach Elementary School.
- Chairman Pegler congratulated Mrs. Disney-Brombach on her daughter's graduation from Indian River Charter High School.
- XII. INFORMATION AGENDA No items.
- XIII. SUPERINTENDENT'S CLOSING

Dr. Adams reported that there was inappropriate content within this year's Vero Beach High School Yearbook. She said that our expectation was that we do better next year to honor the history of the educational experience. Dr. Adams also reported on the historic, 50% dramatic drop in the high-stakes FCAT Reading scores. She stated that the problem was not with the teachers or the students but the responsibility of the State to do a thorough analysis as its validity and accountability were at stake. Dr. Adams said that it was time for re-examination and reflection of the Florida accountability system because this was completely unacceptable.

Ms. Jiménez talked about the recent article on Dr. Adams in the newspaper regarding Leaders on the Treasure Coast. She thanked Dr. Adams for her leadership and visibility in the community.

Chairman Pegler noted that Dr. Adams was the Vice Chairman of the Indian River County Executive Council. He mentioned a speech that she gave, as Vice Chairman, on Saturday at the Charter High School Graduation.

XIV. ADJOURNMENT – Chairman Pegler

With no further business, the meeting adjourned at approximately 7:55 p.m.

The Indian River County District School Board met on Tuesday, May 29, 2012, at 9:00 a.m. The special 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.

Special Meeting

Note: Mrs. Johnson attended via telephone.

- I. Special meeting was called to order by Chairman Pegler. (Time: 9:04 a.m.)
- II. Purpose of the Meeting Dr. Adams

Dr. Adams announced that, as of this moment in time, they had not received any information on the ratification from the Communication Workers of America; therefore, there was no need for this meeting.

Mr. Pegler stated that if no information comes forward this morning, the Board would meet in a brief Executive Session to discuss options, immediately following the workshop on the Beachland Student Pickup and Bus Route.

Chairman Pegler announced that the meeting was in recess. (Time: 9:05 a.m.)

III. ACTION AGENDA

A. Approval of Ratification of Contract for Communication Workers of America (CWA) District Health Insurance Plans – Dr. Adams Purpose of this action was to adopt the ratification of the contract for Communication Workers of America regarding District Health Insurance Plans. Note: This action was pending CWA ratification. Superintendent recommended approval.

Reconvened by Chairman Pegler (Time: 10:04 a.m.)

Dr. Adams stated that they received no information from Communication Workers of America. She asked the Attorney to explain the option to vote, pending ratification. Mrs. D'Agresta stated that the Board could take a vote, with the stipulation that the action was pending receipt of the ratification from CWA. She stated that if it was not ratified by the CWA, any Board action would be null and void. Mrs. D'Agresta stated that the CWA Teams would then return to the table to continue negotiations.

Mrs. Disney-Brombach moved approval of the Superintendent's recommendation on the ratification of the contract for Communication Workers of America (CWA) on the District Health Insurance Plans, pending the CWA ratification vote. Mr. McCain seconded the motion. Mrs. Disney-Brombach stated that she wanted assurance that this action would not be subject to a PERC violation or contract violation. Mrs. D'Agresta stated that the motion was in order.

Chairman Pegler asked Mrs. Johnson if she was able to hear all of the conversation. Mrs. Johnson said "Yes, I did. Thank you." Chairman Pegler called for a vote. <u>The Board voted unanimously in favor of the motion, with a 5-0 vote.</u>

IV. ADJOURNMENT – Chairman Pegler

With no further business, the meeting adjourned at approximately 10:06 a.m.

The Indian River County District School Board met on Tuesday, May 29, 2012, at 9:15 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.

Beachland Student Pick-up and Bus Loop Workshop

Note: Mrs. Johnson attended via telephone.

- I. Called Workshop to Order Chairman Pegler
- II. Purpose of the Workshop Dr. Adams

Dr. Adams stated that the purpose of the workshop was to review the parent pickup and bus loop at Beachland Elementary School. She stated that two years ago, Principal Wilson came forward about bus loop. As the school has grown, traffic has picked up and has been backing up on the Barber Bridge. Dr. Adams said that they would present where we were yesterday and where we were today.

III. Beachland Student Pick-up and Bus Loop Options – Dr. Adams Mr. Morrison stated that two public meetings, one in March and one in April, were held at Beachland Elementary School to present the proposed parent pickup and bus loop options. Based on comments received, a third option was suggested by the Architectural firm to be presented at this meeting. He introduced John Binkely of Edlund, Dritenbas, & Binkely Architects, who presented the third option. Dr. Adams requested that Mr. Binkely show the aerial view..

Mr. Binkley showed, via visual projection, the first and second options. Dr. Adams stated that all options were still viable. She said that input from the public prompted staff to consider a third option. Mr. Binkely said that the third option was a hybrid of the other two options. Dr. Adams said that she would have to clear up where the City was regarding their approval of the options. Mr. Binkley said that he had several conversations with Monte Falls, City of Vero Beach Public Work's Director, who, Mr. Binkley reported, was in favor of the new plan. The third option does not extend into the pristine area as it was closer to the main building. The proposal would take the existing bus loop into the K-1 area. The plan included double-stacking, within the property, for one-hundred cars. Mr. Binkely mentioned safety problems associated with the second option of stacking cars under the Barber Bridge. Mr. Binkely said that Option 3 would not require a public hearing. If the Board was in favor of option 3, he would then present the plan to the City of Vero Beach for approval.

IV. Questions – Chairman Pegler

Dr. Adams stated that there were only six buses that picked up and dropped off students at Beachland. Mr. Binkley said that option 3 would not have any cars lined up on Date Palm or Mockingbird. He said that cars would be stacked-up on school property. Dr. Adams stated that option 3 would take 100 cars off the streets and it would address safety needs, and minimize the impact to the hammock, and would not be a burden to the City because the cars would not be stacking up on City Streets. Dr. Adams said that this was a phase in project, with approximately \$600,000 budgeted for the facilities project. She said that her first course of action was to sit down with the City to find out the City's position regarding all of the options and, then, share that information with the Board. Dr. Adams said that the project would not be done this summer. Mr. Morrison reviewed the dollars on the District's 5-Year Plan. Mr. Binkely said that the work could be done during the school year, with proper safety precautions and fencing. He also said that they could look into additional school signs. Mr. Binkely said that in looking at all of the options, option 3 was the best option.

Dr. Adams said that she would meet with the City, distribute information to the Board, hold a public hearing, and place a recommendation on the Board Agenda for adoption. If the recommendation was to stack vehicles on City property, the City's approval would also be required.

V. ADJOURNMENT – Chairman Pegler

With no further discussion, the workshop adjourned at approximately 10:00 a.m.

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CONSENT AGENDA 6/12/12

Personnel Recommendations

- Instructional Suspension Seiden, Alan – Storm Grove Middle, suspension without pay, effective September 4, 5, 6, 7, and 10, 2012
- 2. <u>Instructional Leaves</u> Bounds, Cherith – Osceola Magnet, Charter School Leave 2012 - 2013 school year

Fields, Cyndi – Gifford Middle, 2012-2013 school year Husainy, Dawn – Glendale, 8/14/12-11/25/12 Kipp, Emily – VBE, 5/24/12-6/4/12 Shepherd, Arthur – Oslo Middle, 5/15/12-6/4/12

3. <u>Instructional Promotions</u>

4. Instructional Transfers

- Adamski, Mary from Rosewood Magnet .4 Art Teacher to 1.0 VBHS Art Teacher 8/14/12
- Crumpler, Sandra from Dodgertown to Citrus 1st Grade Teacher 8/14/12
- Debula, Bryan from Oslo Middle Math Teacher to VBHS Math Teacher 8/14/12

Garcia, Kimberly – from Rosewood Magnet 1st Grade Teacher to Osceola Magnet Reading Coach 8/14/12

Hiser, Margaret – from Dodgertown Library Media Specialist to VBHS Language Arts Teacher 8/14/12

Krystoforski, Brian – from SRHS Social Studies Teacher to VBHS In-School Suspension Teacher 8/14/12

Lewis, Andrew – from SRMS Social Studies Teacher to VBHS Social Studies Teacher 8/14/12

Mullan, Mary – from Glendale Art Teacher to VBHS Art Teacher 8/14/12

Rahal, Christopher – from SRHS ESE Teacher to VBHS ESE Teacher 8/14/12

Instructional Separations

5.

Callahan, Deborah – Gifford Middle, retirement, entering DROP 7/1/12

Harvey, Lynn – SRHS, retirement 6/4/12, pending FRS attestation Larkin, Elizabeth – Extended School Year, Glendale PK Teacher, declined position

Marley, Sylvia – SRMS, retirement, exiting DROP 6/4/12

Rocco, James – Extended School Year, Liberty Magnet, AUT Teacher, declined position

Shepherd, Arthur – Oslo Middle, resignation 6/4/12

Smith, Brenda – Glendale, retirement, entering DROP 7/1/12 Snyder, Kyle – VBHS, resignation 6/4/12 Soule, Lorna – ESE, resignation 6/5/12

- Instructional Employment Rahal, Bryan – VBHS, Head Baseball Coach, supplement only 6/13/12
- 7. <u>Support Staff Changes</u>
- Support Staff Leaves
 Daniels, Mary Frances Transportation, 5/16/12-5/31/12
 Lewis, Howard Transportation, 5/8/12-5/28/12 6/15/12
 Lindstadt, Louis Transportation, 4/25/12-5/31/12
- 9. <u>Support Staff Promotions</u>
- 10. Support Staff Transfers
- 11. <u>Support Staff Separations</u> Buckpor Wanda 2rd Grade Summer Pea
 - Bucknor, Wanda 3rd Grade Summer Reading Camp, Glendale Teacher Assistant, declined position
 - Daniels, Mary Frances Transportation, retirement 6/1/12, pending FRS attestation
 - Gipson, Wanda Extended School Year, SRHS Teacher Assistant, declined position
 - Grant, Michelle Extended School Year, Glendale Teacher Assistant, declined position

Shulock, Ellen – ESE, retirement 7/31/12, pending FRS attestation Williams, Shirley – Highlands, retirement, exiting DROP 6/1/12

- Support Staff Employment Bender, Brian – I.T., Systems Administrator 6/18 20/12 Williams, Desmond – Maintenance, Carpet Crew 6/13/12 Wood, Robert – Maintenance, Plumber 7/2/12
- 13. <u>Administrative Separations</u> Brown, Sean – Oslo Middle, resignation 6/5/12
- 14. <u>Administrative Promotions</u> Barker, Caroline – from Treasure Coast Assistant Principal to Beachland Principal 7/2/12
 - Faust, Adam from Citrus Teacher to Osceola Magnet Assistant Principal 7/25/12
 - Ferrentino, Michael P. ESE, from Program Specialist to Executive Director of ESE and Student Services 6/13/12
 - Malits, Karen from Treasure Coast Student Support Specialist to Curriculum and Instruction, Coordinator of Title I, III and X Programs 7/2/12
 - Norris, Jennifer from Rosewood Magnet Teacher to Rosewood Magnet Assistant Principal 7/25/12
 - Simpson, Scott from Treasure Coast Teacher to Liberty Magnet Assistant Principal 7/25/12

15. Administrative Transfers

Gilbertson, Dan – from SRHS Principal to Storm Grove Middle School Principal 7/2/12

Kramek, Dave – from Gifford Middle School Principal to Sebastian River Middle School Principal 7/2/12

- O'Keefe, Shawn from Storm Grove Middle School Principal to VBHS Principal 7/2/12
- Racine, Todd from Sebastian River Middle School Principal to SRHS Principal 7/2/12
- Seymour, Eric from VBHS Principal to Oslo Middle School Principal 7/2/12
- **15.16.** The following employees are recommended for the 2012 Summer School Program:

Food Service Storm Grove Middle School

Tina Mumford Bobby Jean Williams

VBHS Drama Summer Camp Student Worker

Theodore Blumstein Nicole Borisenko Megan Callahan Sean Castro Ariana DeCosa Kimberly Zerega **Patrick Schlitt**

Extended School Year Glendale

SRHS

VBHS

Teacher PK Teacher Assistant Teacher Assistant Office Assistant Liberty Magnet

Teacher Assistant

Teacher Assistant

Teacher AUT

Jason Mistretta Karen Hommel Tina Mumford Judy Jones

Cynthia Honey

Shannon Lindsey Kathleen Pirrung Elizabeth Wetherell

3rd Grade Summer Reading Camp Glendale

Teacher Assistant

Rose Marie Addabbo

16.**17.** It is recommended that Elizabeth Weatherstone be approved for half-time personal unpaid leave for the purpose of serving as President of the Indian River County Education Association

(IRCEA) for the 2012-2013 school year, effective August 14, 2012, per Article II.6, A-D. Mrs. Weatherstone will receive the same fringe benefits as a full-time employee. The School Board will pay full salary and contribute to the Florida Retirement System (FRS). The School Board will bill the IRCEA for the difference between what the School Board pays for Mrs. Weatherstone's salary, including FRS, medical, and Social Security. This is the same recommendation as in previous years.

- **17**.**18.** It is recommended that the attached job descriptions for Health Assistant I, II and III be approved. The job descriptions have been revised with minor changes to better align with their responsibilities.
- **18**.**19.** It is recommended that the job description for Custodian Coordinator be approved as submitted. The position will consolidate the training and management of custodial services, resulting in enhanced service and results.
- **19.20.** Reorganization of the Professional Development Department establishes the new position of Coordinator of **Staff-Professional** Development. The position is funded by Title II Federal Funding and will be implemented on 7/2/12. The attached job description for the new position is recommended for approval.
- **20.21.** It is recommended that the attached lists of **Administrative**, Instructional, Pro-Tech, Confidential Managerial and Professional Support Staff reappointments be approved. Recommendations for non-renewals, reassignments and other conditional provisions affecting reappointment are identified under the recommendations column. The reappointment of employees assigned to grantfunded positions is contingent upon project funding.

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

HEALTH ASSISTANT I

JOB DESCRIPTION

QUALIFICATIONS:

- (1) High school diploma or equivalent.
- (2) Valid first aid certification Certified Nursing Assistant, Home Health Assistant or Emergency Medical Training.
- (3) Valid cardiopulmonary resuscitation (CPR) First Aid certification.
- (4) Valid CPR/AED certification in use of an epinephrine injector.
- (5) Satisfactory completion of district medication administration class. Computer proficiency.
- (6) Requires Certified Nursing Assistant, Home Health Assistant, or Emergency Medical Training certification. <u>Pediatric experience preferred</u>.
- (7) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to follow directions and work as a team member. Ability to use basic First Aid procedures. Knowledge of school policies and state and local health department rules. Ability to organize and maintain a filing system. Ability to use a computer. Ability to communicate orally and in writing. Ability to plan, organize and establish priorities related to assignment. Ability to carry out job responsibilities and handle sensitive information in a confidential manner. Ability to work independently and make decisions with minimum supervision. Ability to handle multiple tasks in a professional and courteous manner. Ability to answer a telephone in a professional and courteous manner. Ability to there.

REPORTS TO:

Health Services Coordinator and Principal

JOB GOAL

To ensure that students experiencing health problems at school are attended to or referred for appropriate care.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Maintain health room, supplies and equipment. Prepare the school health room area for use, ensuring safety, cleanliness and adequate stocking of supplies.
- *(2) Recommend the purchase of supplies and equipment required for the school health room.

©EMCS

Qualifications, Grade & Schedule Revised by Board Action: 9/12/06 Board Approved: 4/25/06 Revised: 07/27/10 Revised: 05/12

HEALTH ASSISTANT I (Continued)

- *(3) Perform clerical duties including records, reports, filing and answering telephones. <u>Maintain a daily log of health room visits with appropriate documentation</u>.
- *(4) Record immunization and health examination data. Assist students with required medications and/or treatments as ordered by physician and document according to established policies. Maintain a current list of students with acute and/or chronic conditions.
- *(5) Maintain health room records. Administer First Aid and/or CPR in accordance with First Aid and/or CPR training.
- *(6) Maintain emergency data cards. <u>Record and maintain health room records and health</u> emergency forms.
- *(7) Assist with vision, hearing and other routine screenings and record data on cumulative folders. <u>Conduct/Assist with requires health screenings</u>.
- *(8) Weigh and measure height of students, calculate body mass index (BMI) and record data. <u>Refer students to counseling as needed</u>.
- *(9) Administer student medications according to policy. <u>Notify Principal and Health</u> <u>Services Coordinator of acute illness or injury cases.</u>
- *(10) Refer students with chronic health needs to the county health nurse School RN
- *(11) Send referral letters to parents and follow up as needed. Complete student accident reports and send to Risk Management.
- *(12) Monitor listed diabetics a minimum of once a day. Purge medical files and send to records management according to records retention schedule.
- *(13) Administer first aid to injured students in accordance with first aid procedures. <u>Demonstrate initiative in the performance of assigned responsibilities</u>.
- *(14) Notify principal or designee of acute illness or injury cases.
- *(15) Complete accident reports and send to risk management department.
- *(16) Demonstrate initiative in the performance of assigned responsibilities.

Employee Qualities/Responsibilities

- *(17) Provide comforting measures to students with minor illnesses.
- *(18) Meet and deal effectively with the general public, staff members, students, parents, administrators and other contact persons using tact and good judgment.
- *(19) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- *(20) Ensure adherence to good safety standards.
- *(21) Maintain confidentiality regarding school/workplace matters.
- *(22) Model and maintain high ethical standards.
- *(23) Maintain expertise in assigned area to fulfill position goals and objectives.
- *(24) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

Inter/Intra-Agency Communication and Delivery

- *(25) Work <u>in conjunction</u> with county health nurse as needed.
- *(26) Provide inservice to staff on bloodborne pathogens and other health issues.
- *(27) Exercise service orientation when working with others.
- *(28) Keep supervisor informed of potential problems or unusual events.
- *(29) Use effective, positive interpersonal communication skills.
- *(30) Respond to inquiries and concerns in a timely manner.
- *(31) Serve on school/district committees as required or appropriate.

Qualifications, Grade & Schedule Revised by Board Action: 9/12/06 Board Approved: 4/25/06 Revised: 07/27/10 Revised: 05/12

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Consent B - 6/12/2012

HEALTH ASSISTANT I (Continued)

System Support

- *(32) Exhibit interpersonal skills to work as an effective team member.
- *(33) Follow federal and state laws as well as School Board policies, rules and regulations.
- *(34) Demonstrate support for the school district and its goals and priorities.
- *(35) Demonstrate initiative in identifying potential problems or opportunities for improvement.
- *(36) Prepare or assist in the preparation of all required reports and maintain all appropriate records.

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

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

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

Job Description Supplement 04

TERMS OF EMPLOYMENT:

Support Personnel	Pay Grade 6	196 days worked per year (10 months)

EVALUATION:

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

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Qualifications, Grade & Schedule Revised by Board Action: 9/12/06 Board Approved: 4/25/06 Revised: 07/27/10 Revised: 05/12

SCHOOL DISTRICT OF INDIAN RIVER COUNTY HEALTH ASSISTANT II

JOB DESCRIPTION

QUALIFICATIONS:

- (1) High school diploma or equivalent.
- (2) Valid Florida licensure as a Licensed Practical Nurse (LPN).
- (3) Valid first aid certification.
- (4) Valid cardiopulmonary resuscitation (-CPR/<u>AED</u> certification.
- (5) Valid certification in use of an epinephrine injector.
- (6) Pediatric nursing experience preferred.
- (7) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to follow directions and work as a team member. Skill in basic First Aid procedures. Knowledge of school policies and health department rules pertaining to head lice and contagious diseases. Ability to organize and maintain an up-to-date filing system. Ability to use a computer. Ability to communicate <u>effectively</u> orally and in writing. Ability to plan, organize and establish priorities related to assignment. Ability to carry out job responsibilities and handle sensitive information in a confidential manner. Ability to work independently and make decisions with minimum supervision. Ability to handle multiple tasks in a professional and courteous manner. Ability to answer a telephone in a professional and courteous manner. Ability to work cooperatively with others.

REPORTS TO:

Health Services Coordinator and Principal

JOB GOAL

To ensure that students experiencing health problems at school are attended to or referred for appropriate care.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Maintain health room, supplies and equipment. <u>Prepare the school health room area for</u> use, ensuring safety, cleanliness and adequate stocking of supplies.
- *(2) Recommend the purchase of supplies and equipment required for the school health room.

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HEALTH ASSISTANT II (Continued)

- *(3) Perform clerical duties including records, reports, filing and answering telephones. Maintain a daily log of health room visits with appropriate documentation.
- *(4) Review cumulative folders. <u>Record and maintain health room records and health</u> emergency forms.
- *(5) Maintain health room records. Administer First Aid and/or CPR in accordance with First Aid and/or CPR training.
- *(6) Maintain emergency data cards. <u>Record and maintain health room records and health</u> emergency forms.
- *(7) Purge medical files and send to be microfilmed according to the records retention schedule. <u>Conduct/Assist with required health screening</u>.
- *(8) Conduct vision, hearing and other routine screenings and record data. <u>Refer students to</u> <u>counseling as needed</u>.
- *(9) Administer student medications according to policy. Notify Principal and Health Services Coordinator of acute illness or injury cases.
- *(10) Perform follow up treatment as ordered by physician. <u>Refer students with chronic health</u> needs to the School RN.
- *(11) Refer students with chronic health needs to the county health nurse. Send referral letters to parents and follow up as needed.
- *(12) Monitor listed diabetics a minimum of once a day.
- *(13) Examine and treat injuries according to licensing.
- *(14) Administer first aid to injured students in accordance with first aid procedures.
- *(15) Counsel students as needed.
- *(16) Notify principal or designee of acute illness or injury cases.
- *(17) Complete accident reports and send to risk management department.
- *(18) Demonstrate initiative in the performance of assigned responsibilities. <u>If delegated,</u> review health and immunization records for compliance and refer to CHD RN for review.
- *(19) Demonstrate initiative in the performance of assigned responsibilities

Employee Qualities/Responsibilities

- *(20) Provide comforting measures to students with minor illnesses.
- *(21) Meet and deal effectively with the general public, staff members, students, parents, administrators and other contact persons using tact and good judgment.
- *(22) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- *(23) Ensure adherence to good safety standards.
- *(24) Maintain confidentiality regarding school/workplace matters.
- *(25) Model and maintain high ethical standards.
- *(26) Maintain expertise in assigned area to fulfill position goals and objectives.
- *(27) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

Inter/Intra-Agency Communication and Delivery

- *(28) Work with <u>in conjunction</u> county health nurse as needed.
- *(29) Provide inservice to staff on bloodborne pathogens and other health issues.

HEALTH ASSISTANT II (Continued)

*(30) Exercise service orientation when working with others.

- *(31) Keep supervisor informed of potential problems or unusual events.
- *(32) Use effective, positive interpersonal communication skills.
- *(33) Respond to inquiries and concerns in a timely manner.
- *(34) Serve on school/district committees as required or appropriate.

System Support

- *(35) Exhibit interpersonal skills to work as an effective team member.
- *(36) Follow federal and state laws as well as School Board policies, rules and regulations.
- *(37) Demonstrate support for the school district and its goals and priorities.
- *(38) Demonstrate initiative in identifying potential problems or opportunities for improvement.
- *(39) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- *(40) Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

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

Job Description Supplement 04

TERMS OF EMPLOYMENT:

Support Personnel

Pay Grade 10

196 days worked per year (10 months)

EVALUATION:

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

105

SCHOOL DISTRICT OF INDIAN RIVER COUNTY HEALTH ASSISTANT III

JOB DESCRIPTION

QUALIFICATIONS:

- (1) High School Diploma or equivalent-
- (2) Valid Florida licensure as a Registered Nurse (RN), Bachelor's Degree from an accredited nursing school *preferred*.
- (3) Valid First Aid certification.
- (4) <u>Valid CPR/AED certification</u>.
- (5) Three (3) years successful experience in pediatric, public health, or school nursing preferred.
- (6) Computer proficiency.
- (7) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of public health nursing as it applies to the public school system. Ability to observe students for development and health patterns to make a nursing judgment and diagnosis. Ability to implement <u>care</u> plans for students with chronic health problems. Ability to communicate orally and in writing. Ability to plan, organize and establish priorities related to assignment. Ability to carry out job responsibilities and handle sensitive information in a confidential manner. Ability to work independently and make decisions with minimum supervision. Ability to handle multiple tasks in a professional and courteous manner. Ability to answer a telephone in a professional and courteous manner. Ability to work cooperatively with others.

REPORTS TO:

Health Services Coordinator and Principal

JOB GOAL

To provide health services for students. <u>To ensure that students experiencing health</u> problems at school are attended to or referred for appropriate care.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

*(1) Prepare the school health room area for use, ensuring safety, cleanliness and adequate stocking of supplies.

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HEALTH ASSISTANT III (Continued)

- *(2) Establish safe health room procedures. <u>Recommend the purchase of supplies and</u> equipment required for the school health room.
- *(3) Maintain a log of health room visits by students with appropriate descriptive information documentation.
- *(4) Assist students with required medications. documenting according to establishedguidelines and/or treatments as ordered by physician and document according to established policies. Maintain a current list of students with acute and/or chronic conditions.
- *(5) Administer medications following school and county policies. Administer First Aid or <u>CPR in accordance with First Aid or CPR training.</u>
- *(6) Provide routine first aid and health procedures. Record and maintain health room records and health emergency forms. Review health and immunization records for compliance.
- *(7) Refer serious illnesses or injury.
- *(8) Administer CPR if indicated in emergency situations.
- *(9) Conduct and document required screenings.
- *(10) Conduct health screening activities, special clinics, <u>and</u> training sessions and <u>at</u> staff meetings.
- *(11) Review health and immunization records for compliance.
- *(12) Maintain a current list of students with acute and/or chronic conditions.
- *(13) Provide nursing assessment and health appraisals of students to identify existing or potential health problems, communicable disease or other conditions affecting school performance.
- *(14) Assist school personnel with completion of incident/accident reports.
- *(15) Contact parents/guardians as needed.
- *(16) Counsel students and parents concerning health problems.
- *(17) Serve as a health liaison between home and school.
- *(18) Demonstrate initiative in the performance of assigned responsibilities.

Employee Qualities/Responsibilities

- *(19) Meet and deal effectively with the general public, staff members, parents, administrators and other contact persons using tact and good judgment.
- *(20) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- *(21) Ensure adherence to good safety standards.
- *(22) Maintain confidentiality regarding school/workplace matters.
- *(23) Model and maintain high ethical standards.
- *(24) Maintain expertise in assigned area to fulfill position goals and objectives.
- *(25) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

Inter/Intra-Agency Communication and Delivery

- *(26) Provide referral and follow-up for identified health problems when appropriate and report communicable diseases to appropriate agencies.
- *(27) Maintain a cooperative working relationship with appropriate governmental agencies.

HEALTH ASSISTANT III (Continued)

- *(28) Exercise service orientation when working with others.
- *(29) Keep supervisor informed of potential problems or unusual events.
- *(30) Use effective, positive interpersonal communication skills.
- *(31) Respond to inquiries and concerns in a timely manner.
- *(32) Serve on school/district committees as required or appropriate.

System Support

- *(33) Exhibit interpersonal skills to work as an effective team member.
- *(34) Follow federal and state laws as well as School Board policies, rules and regulations.
- *(35) Demonstrate support for the school district and its goals and priorities.
- *(36) Demonstrate initiative in identifying potential problems or opportunities for improvement.
- *(37) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- *(38) Participate in cross-training activities as required.
- *(39) Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

HEALTH ASSISTANT III (Continued)

PHYSICAL REQUIREMENTS:

Heavy Work: Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently and/or up to 20 pounds of force as needed to move objects.

May be required to restrain a physically active individual as a temporary safety measure.

Job Description Supplement 06

TERMS OF EMPLOYMENT:

Support Personnel

Pay Grade 12

196 days worked per year (10 months)

EVALUATION:

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY CUSTODIAN SERVICES/TRAINING COORDINATOR JOB DESCRIPTION

QUALIFICATIONS:

- (1) High school diploma or equivalent.
- (2) Five (5) years experience in maintenance and custodial operations, including three (3) years at a supervisory level.
- (3) Post Secondary Certification with FSPMA
- (4) Valid Florida driver's license.
- (5) Valid Florida Commercial Driver's License (CDL), Class B, within ninety (90) days of employment.
- (6) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of Department of Education, federal, state and local rules and regulations relating to custodial services. Ability to use computer and software related to position. Knowledge of machinery related to position. Knowledge of safety codes and state laws concerning fire safety and the storage and application of cleaning solutions. Ability to make accurate forecasts/projections. Ability to monitor compliance with required fire safety inspections and equipment certifications. Ability to supervise personnel. Ability to coordinate and monitor projects. Ability to communicate orally and in writing.

REPORTS TO:

Director of Maintenance

JOB GOAL

To assist in the selection and training of custodial staff and to maintain safe and healthy schools for students and staff.

SUPERVISES:

Assigned Personnel

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Coordinate short- and long-range planning for all district custodial services.
- *(2) Plan, coordinate and supervise work assignments.
- *(3) Manage custodial service activities including training, procurement and personnel management.
- *(4) Implement cleaning and housekeeping strategies that will achieve overall success in accomplishing desired quality performance standards.
- *(5) Supervise custodial services personnel.
- *(6) Supervise and coordinate activities of any vendors engaged in custodial and related services.

- *(7) In cooperation with the building principal or the principal's designee, oversee the supervision of school custodial services which includes work allocation, training and problem resolution.
- *(8) Implement systems and processes to establish and maintain records.
- *(9) Demonstrate initiative in the performance of assigned responsibilities.

Inter/Intra-Agency Communication and Delivery

- *(10) Exercise service orientation when working with others.
- *(11) Respond to inquiries and concerns in a timely manner.
- *(12) Keep supervisor informed of potential problems or unusual events.
- *(13) Serve on district, state or community councils or committees as assigned or appropriate.
- *(14) Use effective, positive interpersonal communication skills.
- *(15) Work closely with district and school staffs to support school improvement initiatives and processes.

Professional Growth and Improvement

- *(16) Maintain expertise in assigned areas to fulfill project goals and objectives.
- *(17) Facilitate the development, implementation and evaluation of staff development activities in assigned areas.
- *(18) Attend training sessions, conferences and workshops as assigned or appropriate to keep abreast of current practices, programs and legal issues.
- *(19) Participate in cross-training activities as required.

Systemic Functions

- *(20) Coordinate district direct purchase of materials and equipment used in custodial functions.
- *(21) Supervise assigned personnel, conduct annual performance appraisals, and make recommendations for appropriate employment.
- *(22) Assist in the selection and evaluation of custodial staff.
- *(23) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- *(24) Follow federal and state laws, as well as School Board policies.
- *(25) Represent the district in a positive and professional manner.
- *(26) Demonstrate support for the school district and its goals and priorities.
- *(27) Ensure adherence to good safety standards.
- *(28) Assist in interpreting statutes, Department of Education rules, and programs, policies and procedures of the district as they relate to assigned responsibilities.

Leadership and Strategic Orientation

- *(29) Assist in implementing the district's goals and strategic commitment.
- *(30) Exercise proactive leadership in promoting the vision and mission of the district.
- *(31) Set high standards and expectations and promote professional growth for self and others.
- *(32) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- *(33) Maintain confidentiality regarding school/workplace matters.
- *(34) Utilize appropriate strategies and problem-solving tools to make decisions regarding planning, utilization of funds, delivery of services and evaluation of services provided.
- *(35) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
- *(36) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.

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

CUSTODIAL COORDINATOR (Continued)

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Heavy Work: Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently and/or up to 20 pounds of force as needed to move objects.

Job Description Supplement 01

TERMS OF EMPLOYMENT:

EVALUATION:

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY COORDINATOR OF PROFESSIONAL DEVELOPMENT JOB DESCRIPTION

QUALIFICATIONS:

- (1) Master's degree from an accredited educational institution.
- (2) Valid Florida certification in Educational Leadership or Administration and Supervision.
- (3) Five (5) years experience in education.
- (4) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

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

REPORTS TO:

Executive Director of Core Curriculum

JOB GOAL

To provide a comprehensive, high quality staff development program to ensure the district will realize maximum value from each of its employees through training and other developmental activities.

SUPERVISES:

Assigned Personnel

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Direct and coordinate the planning, implementation and evaluation of the staff development program.
- *(2) Direct and manage all staff development activities, including the district's management training program.
- *(3) Oversee the development and maintenance of a master calendar for all staff development activities throughout the district.
- *(4) Oversee the maintenance of staff development records.
- *(5) Coordinate the development of the Master Inservice Plan.
- *(6) Develop programs to meet identified training needs.
- *(7) Assist with the coordination of district efforts to ensure that teachers, administrators, and paraprofessionals meet the highly qualified requirements.

COORDINATOR OF STAFF DEVELOPMENT (Continued)

- *(8) Assist teachers to meet out of field requirements.
- *(9) Coordinate the district's professional orientation program.
- *(10) Coordinate programs for current and future administrators.
- *(11) Develop appropriate manuals as needed to implement School Board policies, state statutes, and State Board of Education rules.
- *(12) Prepare and present oral and written reports to the public and the school district.
- *(13) Direct the planning, implementation and evaluation of the district's staff development program.
- *(14) Develop and monitor appropriate grants.

Inter/Intra-Agency Communication and Delivery

- *(15) Conduct periodic assessments of training needs for administrative, instructional, noninstructional and support personnel throughout the district.
- *(16) Serve as a resource person to personnel concerning professional growth and development and related staff development activities.
- *(17) Interact with parents, outside agencies, businesses and the community to enhance the understanding of district initiatives and priorities and to elicit support and assistance.
- *(18) Respond to inquiries and concerns in a timely manner.
- *(19) Keep supervisor informed of potential problems or unusual events.
- *(20) Serve on district, state or community councils or committees as assigned or appropriate.
- *(21) Provide oversight and direction for cooperative planning with other agencies.
- *(22) Assist in the interpretation of programs, philosophy and policies of the district to staff, parents and the community.
- *(23) Work closely with district and school staffs to support school improvement initiatives and processes.

Professional Growth and Improvement

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

Systemic Functions

- *(29) Assist in the preparation of the School Board meeting agenda and prepare appropriate reports.
- *(30) Assist in the development of administrative guidelines.
- *(31) Assist in the development of School Board policies.
- *(32) Represent the district in a positive and professional manner.
- *(33) Develop the department budget and monitor its implementation.
- *(34) Assist in developing the district budget.
- *(35) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions.
- *(36) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- *(37) Develop annual goals and objectives consistent with and in support of district goals and priorities.

Leadership and Strategic Orientation

- *(38) Review internal personnel procedures and develop new procedures when required or when new procedures will aid in a more efficient operation.
- *(39) Provide leadership and direction for assigned areas of responsibility.
- *(40) Assist in implementing the district's goals and strategic commitment.
- *(41) Exercise proactive leadership in promoting the vision and mission of the district.
- *(42) Set high standards and expectations and promote professional growth for self and others.
- *(43) Utilize appropriate strategies and problem-solving tools to make decisions regarding planning, utilization of funds, delivery of services and evaluation of services provided.
- *(44) Collaborate with schools and departments and contribute to the planning and operation of the district.
- *(45) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
- *(46) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.

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

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

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

Job Description Supplement 11

TERMS OF EMPLOYMENT: Adminstrative

Pay Grade ADM V 250 days worked per year (12 months)

EVALUATION:

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

The following Administrative Staff employees are recommended for reappointment or Non Renewal for the 2012 / 2013 School Year as indicated by contract type and location. Contract Status coding: AC = Annual Contract.

Last Name	First Name	Contract	Job Title Description	Facility	Recommendatio
		Туре			<u>n</u>
HARMER	FRANK	AC	ASST PRINCIPAL FLC	0021	AC
HUMPHREY	DAVID	AC	ASST PRINCIPAL FLC	0021	AC
AHRENS	GREGORY	AC	ASST PRINCIPAL SENIOR HIGH	0031	AC
BIEBER	ANNE	AC	ASST PRINCIPAL SENIOR HIGH	0031	AC
ERICKSON	DAVID	AC	ASST PRINCIPAL SENIOR HIGH	0031	AC
KOHLSTEDT	CHRISTOPHER	AC	ASST PRINCIPAL SENIOR HIGH	0031	AC
O'KEEFE	SHAWN	AC	PRINCIPAL HIGH SCHOOL	0031	AC
SHAW	RUTH	AC	COORD ADULT AND COMMUNITY ED	0032	AC
GILL	CALVIN	AC	PRINCIPAL FOR ALTERNATIVE EDUC	0033	AC
DILLON	DEBORAH	AC	PRINCIPAL ELEMENTARY SCHOOL	0041	AC
ROBERTS	SUSAN	AC	PRINCIPAL ELEMENTARY SCHOOL	0051	AC
BARKER	CAROLINE	AC	PRINCIPAL ELEMENTARY SCHOOL	0061	AC
WAGNER	THERESA	AC	ASST PRINCIPAL ELEMENTARY	0061	AC
JONES	MINTOSHA	AC	ASST PRINCIPAL MIDDLE SCHOOL	0081	AC
KINSLEY	CRAIG	AC	ASST PRINCIPAL MIDDLE SCHOOL	0081	AC
DEL TUFO	SUSAN	AC	ASST PRINCIPAL ELEMENTARY	0101	AC
ECHEVERRIA	RAMON	AC	PRINCIPAL ELEMENTARY SCHOOL	0101	AC
BERG	DEBORAH	AC	ASST PRINCIPAL ELEMENTARY	0121	AC
BROWNING	KEVIN	AC	PRINCIPAL ELEMENTARY SCHOOL	0121	AC
GOLLERY	THOMAS	AC	PRINCIPAL SPECIAL ED SCHOOL	0131	AC
SEELEY	AINSLEY	AC	ASST PRINCIPAL ELEMENTARY	0141	AC
TESKE	JONATHON	AC	PRINCIPAL ELEMENTARY SCHOOL	0141	AC
HARRIS	TAKEISHA	AC	PRINCIPAL ELEMENTARY SCHOOL	0151	AC
MCCORD	JANICE	AC	ASST PRINCIPAL ELEMENTARY	0151	AC
DAVID	CAROL	AC	ASST PRINCIPAL ELEMENTARY	0161	AC
SWANSON	BONNIE	AC	PRINCIPAL ELEMENTARY SCHOOL	0161	AC
DECKER	ROXANNE	AC	ASST PRINCIPAL MIDDLE SCHOOL	0171	AC
GILBERTSON	DANIEL	AC	PRINCIPAL MIDDLE SCHOOL	0171	AC
KRAMEK	DAVID	AC	PRINCIPAL MIDDLE SCHOOL	0171	AC

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SHAW	BENNIE	AC	ASST PRINCIPAL MIDDLE SCHOOL	0171	AC
НОҮТ	CHERYL	AC	ASST PRINCIPAL ELEMENTARY	0191	AC
WHITFIELD	LETITIA	AC	PRINCIPAL ELEMENTARY SCHOOL	0191	AC
FANNIN	DIANE	AC	ASST PRINCIPAL ELEMENTARY	0201	AC
SCHNEIDER	MARY	AC	PRINCIPAL ELEMENTARY SCHOOL	0201	AC
TORRES LOPEZ	LILLIAN	AC	PRINCIPAL ELEMENTARY SCHOOL	0221	AC
WALKER	LYNETTE	AC	ASST PRINCIPAL ELEMENTARY	0221	AC
BENNETT	DAWN	AC	ASST PRINCIPAL MIDDLE SCHOOL	0271	AC
EVANS	CHARLES	AC	ASST PRINCIPAL MIDDLE SCHOOL	0271	AC
SEYMOUR	ERIC	AC	PRINCIPAL MIDDLE SCHOOL	0271	AC
BROWN	DARIYALL	AC	ASST PRINCIPAL SENIOR HIGH	0291	AC
KEATON	JESSICA	AC	ASST PRINCIPAL SENIOR HIGH	0291	AC
RACINE	TODD	AC	PRINCIPAL HIGH SCHOOL	0291	AC
WARD	KELLY	AC	ASST PRINCIPAL SENIOR HIGH	0291	AC
WILSON	WILLIAM	AC	ASST PRINCIPAL SENIOR HIGH	0291	AC
BAYSURA	KELLY	AC	PRINCIPAL ELEMENTARY SCHOOL	0301	AC
DUGAN	MARK	AC	PRINCIPAL ELEMENTARY SCHOOL	0341	AC
HART	DENNY	AC	ASST PRINCIPAL MIDDLE SCHOOL	0371	AC
IDLETTE-WILLIAMS	JENNIFER	AC	ASST PRINCIPAL MIDDLE SCHOOL	0371	AC
MCCARTY	PATRICK	AC	DIR FOOD & NUTRITION SERVICES	4000	AC
DURRELL	JOHN	AC	DIR OF MAINTENANCE	9006	AC
MILLAR	GEORGE	AC	DIR TRANSPORTATION	9008	AC
BENNETT	JODY	AC	EXEC DIR CORE CURRICULUM	9200	AC
D'ALBORA	TERESA	AC	ASST SUPT CURR/INSTRUCTION	9200	AC
ROUNTREE	CYNTHIA	AC	DIR OF INSTRUCTIONAL SUPPORT	9200	AC
MORRISON	CARTER	AC	ASST SUPT FINANCE	9300	AC
CHUMA	RICHARD	AC	DIR PURCHASING	9332	AC
ROBERTS	DENISE	AC	EXEC DIR HR	9400	AC
GREEN	BRUCE	AC	EXEC DIR OF INSTRUCTION/INFO	9442	AC
LONG	DEBORAH	AC	DIR SECONDARY EDUCATION	9443	AC
OLSON	SUSAN	AC	DIR OF FACILITES	9551	Non Renew

The following Instructional Staff employees are recommended for reappointment or Non Renewal for the 2012 / 2013 School Year as indicated by contract type and location. Contract Status coding: AC = Annual Contract.

Last Name	First Name	Contract Type	Job Title Description	Facility	Recommendation
GRECO	EDWARD	AC1	TEACHER FOREIGN LANGUAGE, SR H	0021	AC
BEVARD	ERIN	AC	TEACHER MATH SR HIGH	0021	AC
HARRIS	DEMARCUS	AC	TEACHER PHYSICAL EDUCATION, SR	0021	AC
ZAKARIAN	JACKIE	PRB	TEACHER SCIENCE SENIOR HIGH	0021	AC
CLOUGH	SARAH	AC	TEACHER SCIENCE SENIOR HIGH	0021	AC
LUGO	MEGAN	AC	GUIDANCE SENIOR HIGH	0021	AC
WOOD	ROBERT	PRB	TEACHER ART SENIOR HIGH	0031	AC
ACEVEDO	HERMINIO	AC	TEACHER FOREIGN LANGUAGE, SR H	0031	AC
WOOD	HOLLY	AC	TEACHER LANGUAGE ARTS SR HIGH	0031	AC
MEZZINA	FRANK	AC	TEACHER LANGUAGE ARTS SR HIGH	0031	AC
FRANCO	JOEY	PRB	TEACHER MATH SR HIGH	0031	AC
WATKINS	MICHAEL	PRB	TEACHER MATH SR HIGH	0031	AC
ZOLLER	MICHAEL	PRB	ROTC INSTRUCTOR	0031	AC
MARTIN	JOHN	PRB	TEACHER SCIENCE SENIOR HIGH	0031	AC
DIROCCO	MARGARET	AC	TEACHER SCIENCE SENIOR HIGH	0031	AC
HORST	CAROLYN	AC	TEACHER SCIENCE SENIOR HIGH	0031	AC
LESLIE	ROBERT	PRB	TEACHER SOCIAL STUDIES SR HIGH	0031	AC
JANKOWSKI	LEONARD	AC	ATHLETIC DIRECTOR	0031	AC
CAMPIONE	MARIE	PRB	TV PRODUCTION TEACHER	0031	AC
KENDALL	LEONARD	PRB	TV PRODUCTION TEACHER	0031	AC
WIGGINS	KIMBERLY	PRB	TEACHER ADULT EDUCATION	0032	AC
MITCHELL	TRACY	AC	TEACHER ADULT EDUCATION	0032	AC
SHIELDS	CHRISTI	PRB	CAREER SPECIALIST	0032	AC
NELSON-SODERMAN	ANGELIQUE	PRB	TEACHER MATH SR HIGH	0033	AC
WHIPPLE	RORY	AC	TEACHER PHYSICAL EDUCATION, SR	0033	AC
WILSON	KATHLEEN	AC	TEACHER EXCEPTIONAL ED - VE	0033	AC
ADAMSKI	MARY	AC1	TEACHER ART ELEMENTARY	31	AC
STRANZIN	MEGAN	AC	TEACHER GRADE 1	0041	AC
SCHMIDT	JEANNE	PRB	TEACHER EXCEPTIONAL ED - VE	0041	AC
ERN	NATALIE	PRB	TEACHER EXCEPTIONAL ED - VE	0041	AC

Page 23 of 35

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IACONO	DEBORAH	PRB	TEACHER KINDERGARTEN	0061	AC
BENSON	NICOLE	PRB	TEACHER GRADE 2	0061	AC
KEELER	JENNIFER	PRB	TEACHER GRADE 3	0061	AC
MCDONOUGH	FRANCES	AC	TEACHER GRADE 3	0061	AC
DEMETER	NANCY	AC	TEACHER MATH MIDDLE	0081	AC
RICHARDSON	VERONICA	PRB	TEACHER SCIENCE MIDDLE	0081	AC
SLEEPER	MELISSA	AC	TEACHER SCIENCE MIDDLE	0081	AC
FAILLA	TIMOTHY	AC	TEACHER SOCIAL STUDIES MIDDLE	0081	AC
VANDYKE	HEATHER	PRB	TEACHER TECHNOLOGY EDUCATION	0081	AC
GILLEN	SHANNON	PRB	TEACHER PHYSICAL EDUCATION ELE	0101	AC
CONLEY	KRISTY	PRB	TEACHER KINDERGARTEN	0101	AC
LYNCH	MALLORY	AC	TEACHER GRADE 2	0101	AC
ZAMORA	BRENDA	PRB	TEACHER GRADE 3	0101	AC
GOULD	CAROL	PRB	TEACHER GRADE 3	0101	AC
WICKHAM	DENISE	AC	TEACHER GRADE 4	0101	AC
KLEIN	SHARON	AC	TEACHER EXCEPTIONAL ED - VE	0101	AC
SINDONE	KARI	PRB	TEACHER KINDERGARTEN/1ST GRADE	0121	AC
SHELHAMER	TIFFANY	PRB	TEACHER GRADE 2	0121	AC
BULLARD	REUN	PRB	TEACHER GRADE 3	0121	AC
BROOMELL	KARI	PRB	TEACHER GRADE 4	0121	AC
HUDSON	AUDESTINE	PRB	TEACHER GRADE 5	0121	AC
LOTT	DIANE	PRB	TEACHER EXCEPTIONAL ED PK HDC	0121	AC
BROXTON	JAMES	AC	TEACHER PHYSICAL EDUCATION ELE	0141	AC
DUNDERDALE	MICHELLE	PRB	TEACHER KINDERGARTEN	0141	AC
LASKY	KIMBERLY	PRB	TEACHER KINDERGARTEN	0141	AC
KENNEDY	MEGAN	PRB	TEACHER KINDERGARTEN	0141	AC
BEVAN	DEBORAH	AC	TEACHER KINDERGARTEN	0141	AC
JONES	CARISA	PRB	TEACHER GRADE 3	0141	AC
SHETLER	MELISSA	PRB	TEACHER GRADE 3	0141	AC
KOPPELMAN	RENE	PRB	TEACHER GRADE 4	0141	AC
DAVIS	LEIGH ANNE	PRB	TEACHER GRADE 5	0141	AC
RAILTON	TAMMY	PRB	TEACHER EXCEPTIONAL ED AUTISM	0141	AC
COOK	CHRISTINE	AC	TEACHER EXCEPTIONAL ED AUTISM	0141	AC
FITZGERALD	KELLY	PRB	TEACHER EXCEPTIONAL ED AUTISM	0141	AC

POPLAR	AMY	PRB	TEACHER EXCEPTIONAL ED - VE	0141	AC
COLLINS	PERVIN	AC	TEACHER MUSIC ELEMENTARY	0151	AC
EVANS	SARAH	PRB	TEACHER GRADE 1	0151	AC
GERMANO	CHRISTINA	PRB	TEACHER GRADE 1	0151	AC
CANTLON	JESSICA	PRB	TEACHER GRADE 4	0151	AC
WOODALL	KATHRYN	PRB	TEACHER GRADE 5	0151	AC
SWANIGAN	DENISE	PRB	TEACHER GRADE 5	0151	AC
ROWE	KELLEY	PRB	TEACHER EXCEPTIONAL ED - VE	0151	AC
KNAPPMAN	MARY KAY	AC	TEACHER EXCEPTIONAL ED PK HDC	0151	AC
GLASS	JENNIFER	PRB	TEACHER KINDERGARTEN	0161	AC
SITKOWSKI	MARY ANNE	AC	TEACHER GRADE 1	0161	AC
BERWICK	CARI	PRB	TEACHER GRADE 2	0161	AC
KEELEY	SHARON	AC	TEACHER GRADE 2	0161	AC
GOOD	CHRISTINE	PRB	TEACHER GRADE 3	0161	AC
WHELAN	KELSEY	PRB	TEACHER GRADE 4	0161	AC
RUDIGER	CASSIE	PRB	TEACHER EXCEPTIONAL ED - VE	0161	AC
HERGOTT	JORDANA	PRB	TEACHER MATH MIDDLE	0171	AC
SANFORD	ZACHARY	PRB	TEACHER PHYSICAL EDUCATION MID	0171	AC
GREENWAY	BROOKS	AC	TEACHER PHYSICAL EDUCATION MID	0171	AC
THOMAS	LATORYIA	PRB	TEACHER SCIENCE MIDDLE	0171	Non Renew
ROACHE	GLENN	AC	TEACHER EXCEPTIONAL ED - VE	0171	AC
VALENCIA	ANA	PRB	GUIDANCE MIDDLE SCHOOL	0171	Renew pending Certification
LASKY	KIMBERLY	PRB	TEACHER EXCEPTIONAL ED PK HDC	0181	AC
ROBB	JILL	AC	TEACHER EXCEPTIONAL ED PK HDC	0181	AC
HAYNES	AMANDA	PRB	TEACHER EXCEPTIONAL ED PK HDC	0181	AC
HJALMEBY	HANNA	PRB	TEACHER PRE-K	0181	AC
SHEMO	DOLORES	AC	TEACHER PRE-K	0181	AC
STRAZZULLA	JENNIFER	PRB	TEACHER ART ELEMENTARY	0191	AC
ESSIG	PAULA	AC	TEACHER PHYSICAL EDUCATION ELE	0191	AC
DAVIS	KERRIE	AC	TEACHER GRADE 5	0201	AC
IRISH	DEBORAH	AC	TEACHER EXCEPTIONAL ED - VE	0201	AC
JIRUSKA	AMANDA	PRB	TEACHER EXCEPTIONAL ED - VE	0201	AC
ROSE	RONI	PRB	TEACHER GRADE 3	0221	AC

WALKER	AMY	AC	TEACHER GRADE 4	0221	AC
LEE	HARVEY	PRB	TEACHER EXCEPTIONAL ED - VE	0221	AC
SEARCY	IRENE	PRB	TEACHER ART MIDDLE	0271	AC-Non Renew
PERRINO	SUSANNE	PRB	TEACHER MATH MIDDLE	0271	AC
HOFER	MICHAEL	PRB	TEACHER MATH MIDDLE	0271	AC
GOODMAN	ASHLEY	AC	TEACHER MUSIC MIDDLE	0271	AC
POWER	VINCENT	PRB	TEACHER SOCIAL STUDIES MIDDLE	0271	AC
WASHINGTON	MICHELL	PRB	GUIDANCE MIDDLE SCHOOL	0271	AC
OMANS	JANE	AC	TEACHER LANGUAGE ARTS SR HIGH	0291	AC
ADAMS	CARRIE	PRB	TEACHER READING, SENIOR HIGH	0291	AC
ROWLEY	BRIDGETTE	PRB	TEACHER READING, SENIOR HIGH	0291	AC
VIVIRITO	NICHOLAS	AC	TEACHER MATH SR HIGH	0291	AC
DIPARDO	SARA	PRB	ASSISTANT BAND DIRECTOR SHS	0291	AC
LAWS	RANDY	AC	ROTC INSTRUCTOR	0291	AC
WALLACE	WILLIAM	PRB	TEACHER SCIENCE SENIOR HIGH	0291	AC
GEBHARDT	KRISTIN	AC	TEACHER EXCEPTIONAL ED - VE	0291	AC
PENA	ALEIDA	AC	MIGRANT SECONDARY ADVOCATE	0291	AC
SWARTZ	KIMBERLY	AC	TEACHER EXCEPTIONAL ED AUTISM	0301	AC
CASSARA	REGINA	AC	TEACHER KINDERGARTEN	0341	AC
PALMER	REBECCA	AC	TEACHER GRADE 2	0341	AC
RAMOS	STACY	PRB	TEACHER GRADE 4	0341	AC
SIMPSON	KRISTEN	AC	TEACHER PHYSICAL EDUCATION	0341	AC
GAMMELL	BRUCE	PRB	TEACHER SCIENCE MIDDLE	0371	AC
ANGE	ELMER	PRB	TEACHER SCIENCE MIDDLE	0371	AC
SHAW	KRISTIN	AC	TEACHER SCIENCE MIDDLE	0371	AC
GAMMELL	CARRIE	PRB	TEACHER READING MIDDLE	0371	AC
KENDRICK	MEGAN	AC	TEACHER READING MIDDLE	0371	AC
NATHANIEL	SHANA	AC	TEACHER EXCEPTIONAL ED - VE	0371	AC
HANSEN	LISA	PRB	SPEECH & LANGUAGE PATHOLOGIST	9002	AC
ANDERSON	PENELOPE	PRB	SPEECH & LANGUAGE PATHOLOGIST	9002	AC

The following Confidential/Managerial and Professional/Technical Staff employees are recommended for reappointment or Non Renewal for the 2012 / 2013 School Year as indicated by contract type and location. Contract Status coding: AC = Annual Contract.

Last Name	First Name	Contract Type	Job Title Description	Facility	Recommendation
BEWERSDORF	ALLAN	AC	ATHLETIC TRAINER	0031	AC
CORRIGAN	CRYSTAL	AC	AUDITORIUM DIRECTOR	0031	AC
GRETO	MICHAEL	AC	EDUCATION TECHNOLOGY SPEC	0031	AC
HEDGECOCK	DONNA	AC	SCHOOL SOCIAL WORKER PROTECH	0031	AC
HUTCHISON	ANNETTE	AC	ADMIN ASSISTANT PRINCIPAL	0031	AC
MESLEY	EUGENE	AC	FACILITIES COORDINATOR	0031	AC
TANNER	JAIME	PRB	STUDENT SUPPORT SPECIALIST 10	0031	AC
CLARK	JOE	AC	EDUCATION TECHNOLOGY SPEC	0032	AC
CLARK	JUDY	AC	SUPERVISOR EXT DAY PROG	0032	AC
MERRITTS	LESLIE	AC	DIRECTOR OF LPN PROGRAM	0032	AC
MUSSELWHITE	BARBARA	AC	SUPERVISOR EXT DAY PROG	0032	AC
MILLER	JANIS	AC	ADMIN ASSISTANT PRINCIPAL	0033	AC
BURNS	CAROL	AC	ADMIN ASSISTANT PRINCIPAL	0041	AC
DAVENPORT	COLLEEN	PRB	STUDENT SUPPORT SPECIALIST 10	0041	AC
MERCER	JAYMIE	AC	ADMIN ASSISTANT PRINCIPAL	0051	AC
REMY	ALEJANDRO	PRB	STUDENT SUPPORT SPECIALIST 10	0061	AC
RICE	BETHANY	AC	ADMIN ASSISTANT PRINCIPAL	0061	AC
CRAWFORD	MARIA	AC	ADMIN ASSISTANT PRINCIPAL	0081	AC
MYERS	WILLIAM	AC	EDUCATION TECHNOLOGY SPEC	0081	AC
MARSIGLIA	JUDITH	AC	ADMIN ASSISTANT PRINCIPAL	0101	AC
JOBE	CHARLOTTE	AC	ADMIN ASSISTANT PRINCIPAL	0121	AC
KAHN	BRENDA	AC	ADMIN ASSISTANT PRINCIPAL	0131	AC
DUNTON	BETH	AC	ADMIN ASSISTANT PRINCIPAL	0141	AC
GOLLNICK	CAROL	AC	ADMIN ASSISTANT PRINCIPAL	0151	AC
MEEKS	SUSAN	AC	ADMIN ASSISTANT PRINCIPAL	0161	AC
ANDERSON	LYNN	AC	ADMIN ASSISTANT PRINCIPAL	0171	AC
JACKMAN	DARCEL	AC	EDUCATION TECHNOLOGY SPEC	0171	AC
RAWLEY	LYNN	AC	ADMIN ASSISTANT PRINCIPAL	0191	AC
WALTRIP	SANDRA	AC	ADMIN ASSISTANT PRINCIPAL	0201	AC

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GIOFFRE	ELIZABETH	AC	ADMIN ASSISTANT PRINCIPAL	0221	AC
HOFFHINE	ARLINE	AC	ADMIN ASSISTANT PRINCIPAL	0271	AC
PENAGOS	JORGE	AC	EDUCATION TECHNOLOGY SPEC	0271	AC
BANGERT	KURT	AC	EDUCATION TECHNOLOGY SPEC	0291	AC
BARBER	KAREN	AC	ADMIN ASSISTANT PRINCIPAL	0291	AC
CHRISTOPHERSEN	VICTORIA	AC	SCHEDULING TECHNICIAN	0291	AC
LANGE	HILARY	AC	ATHLETIC TRAINER	0291	AC
MELLIN	THOMAS	AC	EDUCATION TECHNOLOGY SPEC	0291	AC
WATSON	GLENDA	AC	ADMIN ASSISTANT PRINCIPAL	0301	AC
BACHMANN	SUSAN	AC	ADMIN ASSISTANT PRINCIPAL	0341	AC
FLECKENSTEIN	LESLIE	AC	ADMIN ASSISTANT PRINCIPAL	0371	AC
PEARSON	BENJAMIN	AC	EDUCATION TECHNOLOGY SPEC	0371	AC
BESANCON	RHONDA	AC	FOOD SERVICE SPECIALIST	4000	AC
JONES	LISA	AC1	EDUCATION TECHNOLOGY SPEC	4000	AC
SIMONTON	DAVID	AC	FOOD SERVICE MANAGER MIDDLE SC	4000	AC
THOMAS	LINDA	AC	FOOD SERVICE FIELD MANAGER	4000	AC
FARNSWORTH	WILLIAM	AC	FOOD SERVICE MANAGER HIGH SCHO	4031	AC
MANNY	CHERYL	AC	FOOD SERVICE MANAGER ELEM	4041	AC
ZURZUSKI	PATRICIA	AC	FOOD SERVICE MANAGER ELEM	4051	AC
ASPROMONTE	CINDY	AC	FOOD SERVICE MANAGER ELEM	4061	AC
BREGE	ARLINE	AC	FOOD SERVICE MANAGER MIDDLE SC	4081	AC
ZILNICKI	SUANN	AC	FOOD SERVICE MANAGER ELEM	4101	AC
DOTY	BETTY	AC	FOOD SERVICE MANAGER ELEM	4121	AC
FARNSWORTH	DONNA	AC	FOOD SERVICE MANAGER ELEM	4141	AC
SIMONTON	TRACI	AC	FOOD SERVICE MANAGER ELEM	4151	AC
BOYD	MANDY	AC	FOOD SERVICE MANAGER ELEM	4161	AC
HUMPHREY	TAMMY	AC	FOOD SERVICE MANAGER MIDDLE SC	4171	AC
WASHINGTON	WENDY	AC	FOOD SERVICE MANAGER ELEM	4191	AC
ALCARAZ	ZAIDA	AC	FOOD SERVICE MANAGER ELEM	4201	AC
SHELLY	SHERMAN	AC	FOOD SERVICE MANAGER ELEM	4221	AC
ATKINSON	LOUISE	AC	FOOD SERVICE MANAGER MIDDLE SC	4271	AC
WYNN	WILLIAM	AC	FOOD SERVICE MANAGER HIGH SCHO	4291	AC
TOPERZER	MELLISA	AC	FOOD SERVICE MANAGER ELEM	4301	AC
BRENTON	SUSAN	AC	FOOD SERVICE MANAGER ELEM	4341	AC

REGAN	MIREILLE	AC	FOOD SERVICE MANAGER, HS W/ELD	4371	AC
ADKINS	ANTOINE	AC	STUDENT SUPPORT SPECIALIST 10	9002	AC
ARMS	RANDALL	AC	STUDENT SUPPORT SPECIALIST 10	9002	AC
BERMUDEZ	GRACE	AC	ESE SIGN LANGUAGE INTERPRETER	9002	AC
BERTAUX	LUANN	AC	STUDENT SUPPORT SPECIALIST 10	9002	AC
CHAPMAN	MILLIE	AC	STUDENT SUPPORT SPECIALIST 10	9002	AC
COURT	SUSAN	AC	OCCUPATIONAL THERAPIST	9002	AC
CRAWFORD	KEVIN	AC	STUDENT SUPPORT SPECIALIST 10	9002	AC
CUSSON	PATRICIA	AC	OCCUPATIONAL THERAPIST	9002	AC
DONELSON	ROBERTA	AC	STUDENT SUPPORT SPECIALIST 10	9002	AC
DONOVAN	MARGARET	AC	SCHOOL PSYCHOLOGIST	9002	AC
FERRENTINO	MICHAEL	AC	PROGRAM SPECIALIST	9002	AC
GETZ	ERICA	AC	PHYSICAL THERAPIST	9002	AC
HARRIS	KATHLEEN	AC	OCCUPATIONAL THERAPIST	9002	AC
HEKTNER	MARY	AC	PROGRAM SPECIALIST	9002	AC
KEELING	MICHELE	AC	STUDENT SUPPORT SPECIALIST 10	9002	AC
KELLER	JOHN	AC	STUDENT SUPPORT SPECIALIST 10	9002	AC
KING	IVY	AC	STUDENT SUPPORT SPECIALIST 10	9002	AC
LADOW	WILLIAM	AC	STUDENT SUPPORT SPECIALIST 10	9002	AC
MAZZIE	ANTHONY	AC	STUDENT SUPPORT SPECIALIST 10	9002	AC
MCCORRISON	KIMBERLY	AC	SCHOOL READINESS COORDINATOR	9002	AC
MCDONALD	ELLEN	AC	ADMINISTRATIVE ASSISTANT, DIST	9002	AC
MCGILL	LAURA	AC	PROGRAM SPECIALIST	9002	AC
MCHENRY	GAIL	AC	OCCUPATIONAL THERAPIST	9002	AC
NEVILLE	JOHN	AC	ESE SIGN LANGUAGE INTERPRETER	9002	AC
NEWBOLD-COCO	RAIN	AC	STUDENT SUPPORT SPECIALIST 10	9002	AC
PAYNE	NINA	AC	STUDENT SUPPORT SPECIALIST 10	9002	AC
ROSATO	JOSEPH	AC	STUDENT SUPPORT SPECIALIST 10	9002	AC
SESACK	PIPER	AC	OCCUPATIONAL THERAPIST	9002	AC
STEENBURGEN	NATASHA	AC	STUDENT SUPPORT SPECIALIST 10	9002	AC
WALSH	THERESA	AC	OCCUPATIONAL THERAPIST	9002	AC
ESKEW	DONALD	AC	ELECTRICAL/HVAC COORDINATOR	9006	AC
THOMPSON	KENNETH	AC	SITE COORDINATOR	9006	AC
DAVIS	ALPHONSO	AC	DRIVER TRAINER & SAFETY OFFICE	9008	AC

FINK	JOHNNY	AC	GARAGE COORDINATOR	9008	AC
HERNDON	PATSY	AC	TRANSPORTATION COMPUTER TECHNI	9008	AC
MCCUTCHEN	ANGELA	AC	DRIVER TRAINER & SAFETY OFFICE	9008	AC
STANG	JUDY	AC	EXECUTIVE ASST TO SCHOOL BOARD	9100	AC
GAGE	BETTY	AC	ADMIN ASST, DISTRICT	9101	AC
POYSELL	PEGGY	AC	EXECUTIVE ASST FOR SUPERINTEND	9101	AC
BATORY	CAMILLE	AC	EXEC ASST FOR ASST SUPT CURRIC	9200	AC
BLANCO	JOSE	AC	MIGRANT PARENT SPECIALIST	9200	AC
BLANCO	ALICE	AC	PROJECT SPECIALIST	9200	AC
SHAW	PATRICIA	AC	READING&CONTENT INTEG SPEC	9200	AC
ALMORE	REBECCA	AC	SCHOOL PSYCHOLOGIST	9224	AC
ALTER	ARLEEN	AC	SCHOOL SOCIAL WORKER PROTECH	9224	AC
CRAWFORD	TRACY	AC	SCHOOL SOCIAL WORKER PROTECH	9224	AC
DONAR	DIANE	PRB	SCHOOL PSYCHOLOGIST	9224	AC
ERN	GREGORY	AC	SCHOOL PSYCHOLOGIST	9224	AC
HAYES	CHRISTINA	AC	SCHOOL PSYCHOLOGIST	9224	AC
KELLER	RENEE	AC	SCHOOL PSYCHOLOGIST	9224	AC
KRAMEK	MARY	AC	SCHOOL PSYCHOLOGIST	9224	AC
MCGOUGH	TRACI	AC	SCHOOL PSYCHOLOGIST	9224	AC
MEEKS	CECELIA	AC	HEALTH SERVICES COORDINATOR	9224	AC
MICKET	ALEJANDRINA	AC	SCHOOL SOCIAL WORKER PROTECH	9224	AC
ROBISON	JAMES	AC	DISTRICT PSYCHOLOGIST	9224	AC
SCHRODER	RALPH	AC	SCHOOL PSYCHOLOGIST	9224	AC
SHOR	EBAN	AC	SCHOOL PSYCHOLOGIST	9224	AC
WILLIAMS	ANDREA	AC	SCHOOL SOCIAL WORKER PROTECH	9224	AC
ALDERMAN	DONNA	AC	ACCOUNTING SPECIALIST II	9300	AC
ALLEN	LAURA	AC	PAYROLL MANAGER	9300	AC
ATKINS	CHARLENE	AC	ACCOUNTING MANAGER GL	9300	AC
HEATON	KATHERINE	AC	ACCOUNTS PAYABLE MANAGER	9300	AC
MILLER	STEPHANIE	AC	ACCOUNTING SPECIALIST I	9300	AC
SIMPSON	ELOISE	AC	ACCOUNTING MANAGER SP	9300	AC
STONE	LYNN	AC	EXEC ASST FOR ASST SUP FIN	9300	AC
TITUS	SUSANNE	AC	BUDGET ANALYST	9300	AC
UMPHREY	ANGELA	AC	ACCOUNTING SPECIALIST II	9300	AC

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BRIDWELL	WILLIAM	AC	SUPV PRINT SHOP & RECORDS	9332	AC
COPEMAN	KIMBERLY	AC	PROPERTY RECORDS COORDINATOR	9332	AC
THOMPSON	CLARENCE	AC	WAREHOUSE FOREMAN	9332	AC
MARTIN	SUSAN	AC	EXEC ASST FOR ASST SUPT HR	9400	AC
MCINTYRE	PHYLLIS	AC	CERTIFICATION ANALYST	9400	AC
SMELTZER	JOSHIWA	AC	POSITION CONTROL & STAFFING SP	9400	AC
THIGPEN	SUSAN	AC	EXECUTIVE ASSISTANT FOR HR	9400	AC
ANNAM	RAVI	AC	WEBMASTER	9442	AC
BALSAMO	THOMAS	AC	EDUCATION TECHNOLOGY SPEC	9442	AC
CLEARY	VIVIAN	AC	PROGRAMMER / ANALYST I	9442	AC
ENGLISH	LETICIA	AC	COMPUTER PROGRAMMER I	9442	AC
HISER	CHRISTOPHER	AC	DISTRICT TV PRODUCTION COORD	9442	AC
JACKSON	PETER	AC	NETWORK ADMINISTRATOR	9442	AC
KHAIL	BETH	AC	FTE COORDINATOR/TRAINER	9442	AC
MARINEZ	CHARLES	AC	EDUCATION TECHNOLOGY SPEC	9442	AC
MARTIN	BENITA	AC	SYSTEMS/ANALYST II	9442	AC
MCKENZIE	TIFFANY	AC	EDUCATION/INSTRUCTION ANALYST	9442	AC
MULANAX	SEAN	AC	SYSTEMS SUPPORT TECH	9442	AC
PETROVICH	STANKA	AC	PROGRAMMER / ANALYST I	9442	AC
ROBINSON	ELMER	AC	SYSTEMS SUPPORT TECH	9442	AC
SERRAO	MICHAEL	AC	SUPPORT TECHNICIAN	9442	AC
SICKLER	MARY	AC	SYSTEMS/ANALYST II	9442	AC
SIFFORD	WILEY	AC	DISTRICT TV PRODUCTION COORD	9442	AC
THOMPSON	SHANE	AC	SUPPORT TECHNICIAN	9442	AC
WILLIAMS	KEITH	AC	SYSTEMS/ANALYST II	9442	AC
WILLIAMS	STEVEN	AC	OPERATIONS ANALYST	9442	AC
ALDERMAN	JAMES	AC	ACCOUNTANT/AUDITOR RISK MGMT	9444	AC
GARDINER	WENDY	AC 1	EMPLOYEE BENEFITS & RISK MGT S	9444	AC
WETHINGTON	DEBORAH	AC	SAFETY TECHNICIAN	9444	AC
SIMONS	MICHELLE	AC	FACILITIES SPECIALIST	9551	AC
WESTENBERGER	NICHOLAS	AC	PLANNING & CONSTRUCTION COORDI	9551	AC
BREWER	DONNA	AC	SCHOOL SOCIAL WORKER	9552	AC
HALL	CLAIRE	AC	COORDINATOR OFF OF ATTENDANCE	9552	AC
PRIVETTE	FRANCESCA	AC	SCHOOL SOCIAL WORKER	9552	AC

Page 31 of 35

Consent B - 6/12/2012

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SPERO	JANIS	AC	SCHOOL SOCIAL WORKER	9552	AC		
COPEMAN	PETER	AC	CODE COMPLIANCE INSPECTOR	9553	AC		
TEAGUE	JAMES	AC	BUILDING OFFICIAL	9553	AC		

The following Non-Instructional Professional Support Staff employees are recommended for reappointment or Non Renewal for the 2012 / 2013 School Year as indicated by contract type and location. Recommendations for non-renewals are due to budget constraints. Contract Status coding: ACN = Annual Contract, Part Time and CE = Continuous Employment Status.

Last Name	First Name	Contract Type	Job Title Description	Facility	Recommendation
GALLAGHER	RITA	AC1	SENIOR SECRETARY I	0031	AC2
SMITH	HENRY	AC	CUSTODIAN - REGULAR	0031	AC2
MILLS	LAPORSCHE	AC	STUDENT MONITOR	0041	AC
VALENTINO	PRISCILLA	AC	STUDENT MONITOR	0041	AC
CHAPUT	SHERRY	AC	STUDENT MONITOR	0051	AC
PICKETT	THERESA	AC	STUDENT MONITOR	0051	AC
BATH	ELAINE	AC	STUDENT MONITOR	0061	AC
CHAPLES	KIMBERLY	AC1	HEALTH ASSISTANT 1	0061	AC2
DESSART	ANNE-LEWIS	AC	STUDENT MONITOR	0061	AC
SANTOS	MANUEL	AC3	HEAD CUSTODIAN I	0061	CE
GAFFNEY	DEBORAH	AC	BOOKKEEPER MIDDLE SCHOOL	0081	AC
MILLIEN	JOSIANNE	AC1	CUSTODIAN - REGULAR	0081	AC2
MORTIMER	LACRESHA	AC	CUSTODIAN - REGULAR	0081	AC2
ALDERSON	JAMES	AC1	CUSTODIAN - REGULAR	0101	AC1
CLARK	TABATHA	AC1	HEALTH ASSISTANT 1	0101	AC2
DE LA HOZ	NANCY	AC2	TEACHER ASSISTANT - ESOL ELEME	0101	AC
HERRERA	GONZALO	AC2	CUSTODIAN - REGULAR	0101	AC
TRAYNOR	SIRI	AC1	STUDENT MONITOR	0101	AC2
CAMPBELL	TINA	AC	STUDENT MONITOR	0121	AC
KORYTKOWSKI	MARITZA	ACS	TEACHER ASSISTANT - ESOL ELEME	0121	NonRenew (Sunset)
MCFALL	WILLIAM	AC1	TEACHER ASSISTANT EXCEPTIONAL	0141	AC2
MCLAUGHLIN	JASON	AC1	TEACHER ASSISTANT EXCEPTIONAL	0141	AC2
NEVILLE	TRACEE	AC	STUDENT MONITOR	0141	AC
SWALLOW	RACHEL	AC1	TEACHER ASSISTANT EXCEPTIONAL	0141	AC2
VEGA	JANNETTE	AC	STUDENT MONITOR	0141	AC
MCGRIFF	RODNEY	AC1	HEAD CUSTODIAN I	0151	AC2
KELLEY	DONNA	AC	STUDENT MONITOR	0161	AC
FARINA	JACQUELYN	AC1	HEALTH ASSISTANT 2	0171	AC

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KEVIN	AC1	CUSTODIAN - REGULAR	0171	AC
WILLIAM	AC2	CUSTODIAN - REGULAR	0181	AC
STACEY	AC	STUDENT MONITOR	0191	AC
CATHERINE	AC	STUDENT MONITOR	0191	AC
ANTONIO	AC1	CUSTODIAN - REGULAR	0191	AC2
KIM	AC	STUDENT MONITOR	0201	AC
MARLEEN	AC	STUDENT MONITOR	0201	AC
SAMUEL	AC2	SCHOOL COMPTR LAB ASSISTANT	0221	AC
TYLER	AC1	CUSTODIAN - REGULAR	0271	AC
MELISSA	AC1	HEALTH ASSISTANT 1	0271	AC2
CLERMONT	AC1	CUSTODIAN - REGULAR	0271	AC
MONICA	AC1	TEACHER ASSISTANT EXCEPTIONAL	0291	AC
DANIEL	AC1	TEACHER ASSISTANT EXCEPTIONAL	0291	AC
MELISSA	AC	STUDENT MONITOR	0301	AC
MARGARET	AC1	STUDENT MONITOR	0301	AC
WILLIE	AC2	CUSTODIAN - REGULAR	0341	AC
NICHOLAS	AC1	SCHOOL COMPTR LAB ASSISTANT	0341	AC
JANET	AC	STUDENT MONITOR	0341	AC
MICHELLE	AC	STUDENT MONITOR	0341	AC
BETH ANN	AC1	HEALTH ASSISTANT 2	0371	AC
PATRICIA	AC	ESE SELF-CARE AIDE	0371	AC
WANDA	AC1	ESE SELF-CARE AIDE	0371	AC2
EDDIE	AC1	CUSTODIAN - REGULAR	0371	AC
DAWN	AC2	SENIOR SECRETARY I	0371	AC
KAREN	AC1	CAFETERIA WORKER	4021	AC
MELODY	AC1	CAFETERIA WORKER	4031	AC
MARCELIN	AC1	CAFETERIA WORKER	4031	AC
MIRANDA	AC1	CAFETERIA WORKER	4031	AC
NATARSHA	AC2	CAFETERIA COOK	4051	AC
BRYANNA	AC1	CAFETERIA WORKER	4101	AC
ERIC	AC1	CAFETERIA COOK	4101	AC
RACHEL	AC1	CAFETERIA WORKER	4141	AC
ROSEMARY	AC1	CAFETERIA WORKER	4171	AC
MONAWEKA	AC1	CAFETERIA WORKER	4271	AC
	WILLIAM STACEY CATHERINE ANTONIO KIM MARLEEN SAMUEL TYLER MELISSA CLERMONT MONICA DANIEL MELISSA MARGARET WILLIE NICHOLAS JANET MICHELLE BETH ANN PATRICIA WANDA EDDIE DAWN KAREN MELODY MARCELIN MIRANDA NATARSHA BRYANNA ERIC RACHEL ROSEMARY	WILLIAMAC2STACEYACCATHERINEACANTONIOAC1KIMACMARLEENACSAMUELAC2TYLERAC1MELISSAAC1CLERMONTAC1MONICAAC1DANIELAC1MELISSAACMARGARETAC1VILLIEAC2NICHOLASAC1JANETACMICHELLEACBETH ANNAC1PATRICIAACWANDAAC1EDDIEAC1DAWNAC2KARENAC1MIRANDAAC1MIRANDAAC1MIRANDAAC1RACHELAC1RACHELAC1RACHELAC1RACHELAC1RACHELAC1RACHELAC1RACHELAC1	WILLIAMAC2CUSTODIAN - REGULARSTACEYACSTUDENT MONITORCATHERINEACSTUDENT MONITORANTONIOAC1CUSTODIAN - REGULARKIMACSTUDENT MONITORMARLEENACSTUDENT MONITORSAMUELAC2SCHOOL COMPTR LAB ASSISTANTTYLERAC1CUSTODIAN - REGULARMELISSAAC1HEALTH ASSISTANT 1CLERMONTAC1CUSTODIAN - REGULARMONICAAC1TEACHER ASSISTANT EXCEPTIONALDANIELAC1TEACHER ASSISTANT EXCEPTIONALDANIELAC1TEACHER ASSISTANT EXCEPTIONALMELISSAACSTUDENT MONITORMARGARETAC1STUDENT MONITORWILLIEAC2CUSTODIAN - REGULARNICHOLASAC1SCHOOL COMPTR LAB ASSISTANTJANETACSTUDENT MONITORMICHELLEACSTUDENT MONITORBETH ANNAC1HEALTH ASSISTANT 2PATRICIAACESE SELF-CARE AIDEWANDAAC1CAFETERIA WORKERMARCELINAC1CAFETERIA WORKERMARCELINAC1CAFETERIA WORKERMIRANDAAC1CAFETERIA WORKERNATARSHAAC2CAFETERIA WORKERERICAC1CAFETERIA WORKERROSEMARYAC1CAFETERIA WORKER	WILLIAMAC2CUSTODIAN - REGULAR0181STACEYACSTUDENT MONITOR0191CATHERINEACSTUDENT MONITOR0191ANTONIOAC1CUSTODIAN - REGULAR0191ANTONIOAC1CUSTODIAN - REGULAR0201MARLEENACSTUDENT MONITOR0201SAMUELAC2SCHOOL COMPTR LAB ASSISTANT0221TYLERAC1CUSTODIAN - REGULAR0271MELISSAAC1HEALTH ASSISTANT 10271CLERMONTAC1CUSTODIAN - REGULAR0271MONICAAC1TEACHER ASSISTANT EXCEPTIONAL0291DANIELAC1TEACHER ASSISTANT EXCEPTIONAL0291MELISSAACSTUDENT MONITOR0301WILLIEAC2CUSTODIAN - REGULAR0341NICHOLASAC1STUDENT MONITOR0341NICHOLASAC1SCHOOL COMPTR LAB ASSISTANT0341JANETACSTUDENT MONITOR0341MICHELLEACSTUDENT MONITOR0341MICHELLEACSTUDENT MONITOR0341MICHELLEACSTUDENT MONITOR0341MICHELLEACSTUDENT MONITOR0341MICHELLEACSTUDENT MONITOR0341MICHELLEACSTUDENT MONITOR0341MICHELLEACSTUDENT MONITOR0341MICHELLEACSTUDENT MONITOR0341MICHELLEACSTUDENT MONITOR0341MARGARETAC1CAFETER

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CAPPELLO	MARILYN	AC	CAFETERIA WORKER	4291	AC
DAVENPORT	MELISSA	AC1	CAFETERIA WORKER	4371	AC
JOHNSON	DEBBIE	AC2	CAFETERIA WORKER	4371	AC
SHRADER	CINDY	AC2	CAFETERIA WORKER	4371	AC
CHISHOLM	BRYAN	AC1	WELDER	9006	AC2
RHODEWALT	STEPHEN	AC2	AIR CONDITIONING/REFRIG MECHAN	9006	AC3
RUBLE	JOEL	AC1	CARPET CREW	9006	AC2
SILVERTHORN	CASEY	AC2	AIR CONDITIONING/REFRIG MECHAN	9006	AC3
VOLO	CHRISTOPHER	AC1	AIR CONDITIONING/REFRIG MECHAN	9006	AC2
ARGUELLO	RUDDY	AC1	BUS DRIVER	9008	AC2
ARGUELLO	ALICIA	AC2	BUS DRIVER	9008	AC3
BRYANT	CATINA	AC2	BUS DRIVER	9008	AC3
CHASTEEN	KATHLEEN	AC2	BUS DRIVER	9008	AC3
DIXON	LATRICIA	AC1	BUS DRIVER	9008	AC2
DRISDOM	KAYLA	AC1	BUS ASSISTANT	9008	AC2
LEWIS	HOWARD	AC1	DISPATCHER, TRANSPORTATION	9008	AC2
LIPPS	LORRAINE	AC1	BUS DRIVER	9008	AC2
NORRIS	NICKIE	AC3	BUS DRIVER	9008	CE
O'NEAL	LAURA	AC1	BUS DRIVER	9008	AC2
RICHARDS	CARROL	AC1	BUS DRIVER	9008	AC2

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School District of Indian River County

2011 -2012 Casualty Safety and Sanitation Report

Adult Education

Inspection Date: 11/30/2011

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: Educational

Occupant Number: NA

Occupant Address: 1426 18th Street, Vero Beach, Florida

No violations or deficiencies observed

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

School District of Indian River County

2011 – 2012 Annual Casualty Safety and Sanitation Report

Alternative Center for Education

Inspection Dates: 11/22/2011, 5/3/2012 (strikethrough = corrected)

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: High school Occupant Number: FISH: 00007

Address: 4680 28th Court, Vero Beach, Florida

Security and Access

Fencing and gates do not allow roof access.

Description: Exterior stair covers allow access to roof Corrective action/schedule: Remediate to prevent roof access - 180 days Location: Exterior stairs

Doors, Walks, and Surfaces

Walking surface is even and with no trip and slip hazards.

Door threshold elevation is less than 1/2 inches. Uneven threshold > 1/2 inch, repair - 90 days. Location: 2-203, 2-201

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Ceiling damage due to water leakage (W.O. submitted) Corrective action/schedule: Repair - 60 days Location: Rm. 2-108 (*repair in progress*)

Description: Loose ceiling tile (may fall) Corrective action/schedule: Repair or replace tile - 30 days Location: Portable unit

Elevator/passenger-lift-in safe-condition. Expired inspection certificate, schedule and complete inspection – 90 days. Location: 2-109

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after - 3/19/2012

Alt Ed pg. 2

School District of Indian River County

2011 -2012 Casualty Safety and Sanitation Report

Attendance Department

Inspection Date: 11/30/2011, 5/17/2012Inspected By: Deborah Wethington 772-564-3137Occupant Type: NAOccupant Number: NAOccupant Address: 1426 18th Street, Vero Beach, Florida

Door, Walk, and Surfaces

Handrails are provided for stairs and ramps

Stairway/ramp doesn't have required handrail Corrective Action: Install handrail (*close gap to prevent fall from elevated surface*) – 60 days Location: Exterior stairs/ramp

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/26/2012

School District of Indian River County

2011 – 2012 Annual Casualty Safety and Sanitation Report

Beachland Elementary School

Inspection Date: 11/29/2011, 4/12/2012 (strikethrough = corrected)

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: Elementary school Occupant Number: FISH: 00005

Occupant Address: 3350 Indian River Drive East, Vero Beach, Florida

Security and Access

Description: ADA door opener does not work Corrective action/schedule: Repair – 60 days Location: Front Office –

Doors, Walks, and Surfaces

Walking surface is even and with no trip and slip hazards.

Damaged, frayed rug/mat is trip hazard, repair/replace rug – 30 days. Location: P1405

Damaged, uneven walk surface is trip hazard, repair (paint step w/contrast color) - 60 days. Location: Outside P2

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Ceiling tiles are damaged (peeling) Corrective action/schedule: Replace tiles - 90 days Location: Rms. 3001, 201, 204, 304 Description: Stained ceiling tile due to water leakage Corrective action/schedule: Determine source of leak, repair and replace tiles – 90 days Location: Kitchen

Description: Broken/loose ceiling light fixture Corrective action/schedule: Repair/replace - 90 days Location: Rm. 3005, 304

Description: Missing ceiling vent cover Corrective action/schedule: Replace - 90 days Location: Rm. 900 (W.O. Submitted)

Description: Rusty sharp edges on metal doors Corrective action/schedule: Repair or replace doors - 120 days Location: 3000 M.E.

Description: Missing tile at base of floor Corrective action/schedule: Replace - 180 days Location: 5004

General Safety

Storage is in appropriate locations and meets safety standards. Description: Excessive storage in bathrooms Corrective action/schedule: Remove unnecessary items - 90 days Location: Portables

Sanitation & Health

General areas are clean and free of vermin.

Description: Filter hood is dusty/dirty Corrective action/schedule: Clean – 60 days Location: Kitchen (over steamer) –

Bchld pg. 2

Consent C - 6/12/2012

Bathrooms and areas prone to odors and fumes are ventilated.

Description: Bathroom fan does not work Corrective action/schedule: Repair - 60 days Location: Building 2000, Rms. 201, 203, 503 and 502 (missing fan)

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/19/2012

Bchld pg. 3

2011 - 2012 Annual Casualty Safety and Sanitation Report

Citrus Elementary

Inspection Dates: 12/12/2011, 5/11/2012 (strikethrough = corrected)

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: Elementary school Occupant Number: FISH: 00011

Occupant Address: 2771 4th Street, Vero Beach, Florida

Emergency Management

School Emergency Team is established and trained. Alternate personnel not designated, select personnel and train - 30 days.

At least one Code Yellow and Code Red drill is conducted per year. Drills not conducted, conduct drills - 30 days. (Code Red drill not conducted)

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Bathroom light is too dim Corrective action/schedule: Replace light-bulb or fixture - 60 days Location: F702

Description: Bathroom light cover is missing Corrective action/schedule: Replace - 60 days Location: F626

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/23/2012

Page 8 of 54

2011 -2012 Casualty Safety and Sanitation Report

District Administrative Office

Inspection Date: 11/30/2011, 5/24/2012 (strikethrough = corrected)

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: None

Occupant Number: NA

Occupant Address: 1990 25th Street, Vero Beach, Florida

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Stained ceiling tiles indicate roof or plumbing leakage Corrective action/schedule: Determine cause, repair and replace tiles – 90 days Location: Finance Dept., Rm. 185

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/26/2012

2011 – 2012 Annual Casualty Safety and Sanitation Report

Dodgertown Elementary

Inspection Date: 11/18/2011, 4/11/2012 (strikethrough = corrected)

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: Elementary school Occupant Number: FISH: 00012

Occupant Address: 4350 43rd Avenue, Vero Beach, Florida

Security and Access

Description: ADA door opener is broken Corrective action/schedule: Repair - 60 days Location: Media Center (south side)

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Baseboard stripping is loose Corrective action/schedule: Repair - 60 days Location: Media Center near main check out desk

Description: Missing ceiling tile Corrective action/schedule: Replace - 60 days Location: Media center, 718A, Music Rm., 101 storage, 403

Description: Weather stripping on door is loose/detached Corrective action/schedule: Repair/replace – 90 days Location: Rms. 719/706 exterior

Description: Stained ceiling tile Corrective action/schedule: Investigate leakage, repair and replace tile Location: Rms: 711, 314

Page 10 of 54

Description: Electrical outlet cover missing Corrective action/schedule: Replace - 60 days Location: P.E. Storage exterior

Description: Light/fan switch does not work – light and fan constantly on Corrective action/schedule: Repair – 30 days Location: 315 Bathroom

Description: Door is broken Corrective action/schedule: Replace or repair - 90 days Location: Mechanical Rm. 200 wing

Interior rooms/spaces have the proper identification and signage.

Description: Missing room identification signs Corrective action/schedule: Replace - 90 days Location: Various and throughout

General Safety

Description: Boiler certificate is expired Corrective action/schedule: Update certificate and post – 60 days Location: Kitchen —

Sanitation & Health

Bathrooms and areas prone to odors and fumes are ventilated.

Description: Bathroom fan does not work Corrective action/schedule: Repair -60 days Location: Rms: P11, 717A, 401, 317

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/19/2012

DT pg. 2

Page 11 of 54

2011 – 2012 Annual Casualty Safety and Sanitation Report

Fellsmere Elementary

Inspection Dates: 11/2/2011, 3/26/2012 (*strikethrough = corrected items*)

Inspector: Deborah Wethington 772-564-3137

Occupant Type: Elementary school, Occupant Number: FISH: 00008

Occupant Address: 50 North Cypress Street, Fellsmere, Florida

Hazardous Materials

Chemical containers are labeled and identified. Label missing or illegible, label chemical container - 30 days. Location: Rms. 506, 223, Media Ctr. Custodian

Doors, Walks, and Surfaces

Exit door/window is operable and unobstructed.

Exit door is blocked, remove obstruction (door mat outside secondary exit prevents door from being opened completely (corrected immediately by inspector) – 30 days. Location: Portable 541,

Exit door is blocked - (boxes and various items stored in classroom in from of exit door), remove obstruction - 30 days. Location: Portable 562 (corrected immediately by inspector)

Facility Maintenance

Description: Hole/opening in wall Corrective action/schedule: Repair - 90 days Location: Stage back wall

Description: Door/cover broken (wood wedge used to keep open) Corrective action/schedule: Repair/replace with latch that will not fail and allow door to accidently slam shut - 90 days Location: Kitchen/cafeteria pass through window

Page 12 of 54

Description: Ceiling light fixture cover is loose Corrective action/schedule: Repair/Replace - 30 days Location: Rm. 209

Description: Plastic base board stripping is loose, detached from wall Corrective action/schedule: Repair - 30 days Location: Rm. 713

Description: Bathroom ceiling cover missing Corrective action/schedule: Replace/Repair—60 days Location: Portable 562

Plumbing is in good condition.-Description: Stained ceiling tile may indicate plumbing or roof leakage. Corrective action/schedule: Investigate, repair and replace ceiling tile - 60 days Location: Portable 562-

General Safety

Storage is in appropriate locations and meets safety standards.

Description: Excessive storage in bathrooms Corrective action/schedule: Remove items or install fire smoke detector - 30 days Location: Various bathrooms in portable buildings

Sanitation & Health

Description: Water drinking fountains are dirty Corrective action/schedule: Clean top surface - daily Location: Various areas

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the School District of Indian River County has observed the above noted violations of the State Requirements of Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/5/2012

Fells pg. 2

Page 13 of 54

2011 – 2012 Annual Casualty Safety and Sanitation Report

Freshman Learning Center

Inspection Dates: 12/1/2011, 5/4/2012 (strikethrough = corrected)

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: High/junior high school Occupant Number: FISH: 00002

Occupant Address: 1507 19th Place, Vero Beach, Florida

Security and Access

Door and gate locksets allow escape from inside.

Description: Combination lock on storage door Corrective action/schedule: Remove - 30 days Location: 302H

Hazardous Materials

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days. Location: Various areas

Chemical containers are closed and stored when not in use.

Open container (spillage, vapors), close lid or cap - 30 days. Location: 600 Wing Storage

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Stained ceiling tile indicates roof or plumbing leakage Corrective action/schedule: Determine cause, repair and replace tile - 90 days Location: Corridor outside 611

Description: Ceiling fixture cover is loose Corrective action/schedule: Repair - 60 days Location: 600 Wing Corridor near exit, Rm. 511

Description: Missing cover (fire extinguisher cabinet) Corrective action/schedule: Replace 90 days Location: Corridor near Rm. 207

Description: Loose electrical outlet poles Corrective action/schedule: Anchor to floor and ceiling - 90 days Location: Rm. 506

Description: Missing or damage ceiling tile Corrective action/schedule: Replace - 60 days Location: Rm. 704

Description: Hole in exterior wall Corrective action/schedule: Repair - 180 days Location: Near Rm. 302H

Ventilation system is in operable condition.

Bathroom vent not working, repair - 90 days. Location: 509

FLC pg. 2

Sanitation & Health

General areas are clean and free of vermin.

Description: Dirty drinking fountain Corrective action/schedule: Clean and sanitize - 30 days Location: Various areas

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educatopmal Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/19/2012

FLC pg. 3

2011 – 2012 Annual Casualty Safety and Sanitation Report

Gifford Middle School

Inspection Dates: 11/21/2011, 4/13/2012 (strikethrough = corrected)

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: Middle school Occupant Number: FISH: 00006

Occupant Address: 4530 28th Court, Vero Beach, Florida

Security and Access

Exposed equipment is locked and secured.

Equipment is not fenced, install fencing - 90 days. Location: Air conditioner units outside kitchen

Description: ADA door opener does not open door (latch sticks) Corrective action/schedule: Repair - 60 days Location: Building 1000

Hazardous Materials

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days. Location: Various areas

Doors, Walks, and Surfaces

Walking surface is even and with no trip and slip hazards.

Damaged, frayed rug/mat is trip hazard, remove/replace - 30 days. Location: Classroom buildings corridors

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Door handle face plate is loose Corrective action/schedule: Repair/replace - 120 days Location: Rms: 109, 1216

Description: Electrical outlet cover is broken/missing Corrective action/schedule: Replace – 60 days Location: Rm. 1110

Description: Ceiling light fixture is loose Corrective action/schedule: Repair - 60 days Location: Rm. 1103

Description: Rust on exterior building overhang Corrective action/schedule: Repair - 180 days Location: Building 900

Description: Missing or loose stripping at base of floor Corrective action/schedule: Repair/replace Location: Rm. 408, Gym

Description: Bleacher seats/benches are broken/cracked Corrective action/schedule: Replace - 180 days Location: Gym

GMS pg. 2

Description: Ceiling tile stained (W.O. in progress) Corrective action/schedule: Investigate leak, repair and replace tile Location: Rm. 1216

Description: Broken panel/cover for emergency equipment (fire extinguisher & AED unit) Corrective action/schedule: Replace cover - 90 day Location: Gym

Description: Water fountain does not drain (clogged effluent line?) Corrective action/schedule: Repair – 60 days Location: Breezeway North of Building 400 (adjacent to restrooms)

Sanitation & Health

General areas are clean and free of vermin.

Description: Drinking fountains are dirty Corrective action/schedule: Clean and sanitize - 30 days Location: Gym

Bathrooms and areas prone to odors and fumes are ventilated.

Description: Bathroom fan do not work Corrective action/schedule: Repair - 60 days Location: Rms. 107, 607, 608A, 309

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/20/2012

GMS pg. 3

2011 – 2012 Annual Casualty Safety and Sanitation Report

Glendale Elementary

Inspection Dates: 12/14/2011, 5/16/2012 (strikethrough = corrected)

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: Elementary school Occupant Number: FISH: 00017

Occupant Address: 4940 8th Street, Vero Beach, Florida

Security and Access

Door and gate locksets allow escape from inside.

Description: Freezer door will not allow escape if locked Corrective action/schedule: Remove lock or install lock release - 30 days Location: Kitchen

Hazardous Materials

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days. Location: Rms. 313, 407, 707

Chemical containers are closed and stored when not in use.

Open container (spillage, vapors), close lid or cap - 30 days. Location: Rm. 707

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Bathroom light is loose and very dim Corrective action/schedule: Repair/replace - 60 days Location: Rms. 803, 605

Page 20 of 54

Description: Ceiling support to exterior gate is loose Corrective action/schedule: Repair 60 days Location: Between buildings 600/800

Plumbing is in good condition.

Description: Stained ceiling tile indicates leakage Corrective action/schedule: Determine cause, repair and replace tile Location: 812, 805, 509

Sanitation & Health

General areas are clean and free of vermin.

Description: Dirt accumulation around floor edges and door thresholds Corrective action/schedule: Clean – 60 days Location: Cafeteria –

Bathrooms and areas prone to odors and fumes are ventilated.

Description: Bathroom is not vented to outside Corrective action/schedule: Install vent - 180 days Location: 507

Biomedical waste is properly managed.

Regular trash mixed with biomedical waste, segregate - 30 days. Location: Rm. 208

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/23/2012

Glend pg. 2

2011 – 2012 Annual Casualty Safety and Sanitation Report

Highlands Elementary

Inspection Dates: 12/16/2011, 5/17/2012 (*strikethrough = corrected*)

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: Elementary school Occupant Number: FISH: 00018

Occupant Address: 500 20th Street, Vero Beach, Florida

Security and Access

Door and gate locksets allow escape from inside.

Description: Latch pin can't be removed from inside if freezer door is locked Corrective action/schedule: Repair or remove latch mechanism - 30 days Location: Kitchen

Description: ADA door opener does not work. Corrective action/schedule: Repair – 60 days Location: Front entrance

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Missing ceiling light lens (w.o. submitted) Corrective action/schedule: Replace - 90 days Location: 714 Description: Hole in wall (w.o. submitted) Corrective action/schedule: Repair – 120 days Location: Outside 714

Description: Wall stucco damaged (corner) Corrective action/schedule: Repair 180 days Location: F440

Plumbing is in good condition.

Description: Stained ceiling tile indicates leakage (w.o. submitted) Corrective action/schedule: Determining cause, repair and replace tile Location: 501

Sanitation & Health

General areas are clean and free of vermin.

Description: Ceiling vent screens are dirty Corrective action/schedule: Clean - 60 days Location: Kitchen

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector Comments: Very good housekeeping and neatness.

Inspector will return on or after 3/26/2012

High pg. 2

2011 – 2012 Annual Casualty Safety and Sanitation Report

Liberty Magnet School

Inspection Date: 11/16/2011, 4/9/2012 (strikethrough = corrected)

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: Elementary school Occupant Number: FISH: 00030

Occupant Address: 6850 81st Street, Vero Beach, Florida

Security and Access

Description: ADA door opener does not work Corrective action/schedule: Repair - 60 days Location: 400 Wing

Description: Room number signage missing at doorway entrance Corrective action/schedule: Place room numbers on or near doors - 90 days Location: Various and throughout campus

Hazardous Materials

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days. Location: Rms: 311, 732, 929,629

Description: Pesticide improperly stored Corrective action/schedule: Relocate to secure storage for hazardous chemicals - 30 days Location: Rm. 733

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Stained ceiling tile Corrective action/schedule: Investigate leakage, repair and replace tile - 90 days Location: Rm. 801

Description: Missing ceiling tile Corrective action/schedule: Replace - 30 days Location: Rms: 402, 710

Ventilation system is in operable condition.

Bathroom vent/fan not working, repair – 90 days. Location: Rms: 916/919

Sanitation & Health

General areas are clean and free of vermin.

Description: Hood filter over steamer is dusty, dirty Corrective action/schedule: Clean - 60 days Location: Kitchen --

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/19/2012

Lib Mg pg. 2

2011 -2012 Annual Casualty Safety and Sanitation Report

Osceola Magnet School

Inspection Date: 12/9/2011 *Note*: Buildings to be abandoned & school relocated.

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: Elementary school Occupant Number: FISH: 00004

Occupant Address: 665 20th Street, Vero Beach, Florida

Doors, Walks, and Surfaces

Walking surface is even and with no trip and slip hazards.

Extension or data cord is trip hazard, remove - 30 days. Location: 802 door entrance

Door threshold elevation is less than 1/2 inches.

Uneven threshold > 1/2 inch, repair - 90 clays. Location: 500 Wing

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Missing ceiling light lens cover Corrective action/schedule: Replace - 90 days Location: 1009, 1402, 802 bathroom

Description: Ceiling tile is loose and could fall

Corrective action/schedule: Repair/replace - 30 days Location: 20, 801 Elevator/passenger lift in safe condition.

Expired inspection certificate, schedule and complete inspection - 90 days. Location: Stage

Plumbing is in good condition.

Description: Stained ceiling tile indicate plumbing leakage Corrective action/schedule: Determine cause, repair and replace tile - 90 days Location: 090, 401, 1409, 1402

Sanitation & Health

Biomedical waste is properly managed.

Container of biomedical waste does not have the storage start date. Label with date and dispose by 30 days.

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Osceola pg. 2

2011 – 2012 Annual Casualty Safety and Sanitation Report

Oslo Middle School

Inspection Date: 11/9/2011, 4/3/2012 (strikethrough = corrected)

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: Middle school Occupant Number: FISH: 00019

Occupant Address: 480 20th Avenue, Vero Beach, FL

Security and Access

Exterior door is operable and does not allow unauthorized access.

Exterior door does not close or latch, repair – 30 days. Location: Rm. B216

Description: Gap in exterior gate allows unauthorized access to campus Corrective action/schedule: Cover gap to prevent entry – 60 days Location: between Media Ctr & Build. 400

Hazardous Materials

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days. Location: Rm. B201

Doors, Walks, and Surfaces

Exit door/window is operable and unobstructed.

Exit door difficult to open, repair - 60 days. Location: Outside Rm. 330

Description: ADA door opener does not work from inside Corrective action/schedule: Repair 60 days Location: 900 Wing

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Door weather stripping is loose Corrective action/schedule: Repair/replace - 90 days Location: Near Rm. 106

Description: Drinking water fountain broken Corrective action/schedule: Repair - 90 days Location: Rm. H814, Outside 411

Description: Missing tile at bottom base of exterior wall Corrective action/schedule: Repair/replace – 120 days Location: Outside gate between Media Ctr. & Gym

Description: Loose plastic base board stripping Corrective action/schedule: Repair – 90 days Location: Rm. 613

Description: Stained ceiling tile Corrective action/schedule: Investigate for leaks, repair and replace tile 90 days Location: Rms. J918, J919, 422, D407, Near G714

ONS pg. 2

Sanitation & Health

General areas are clean and free of vermin.

Description: Drinking fountain is not clean Corrective action/schedule: Clean drinking fountains thoroughly - 30 days Location: Near Rm. G728

Description: Floor edges have hardened, caked on dirt Corrective action/schedule: Clean floor completely - 90 days Location: Cafeteria

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/12/2012

Comments: All violations when corrected when school was re-inspected.

OMS pg. 3

2011 – 2012 Annual Casualty Safety and Sanitation Report

Pelican Island Elementary

Inspection Dates: 11/4/2011, 3/6/2012 (strikethrough = corrected item)

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: Elementary school, incl. kindergarten Occupant Number: FISH: 00009

Occupant Address: 1355 Schuman Drive, Sebastian, Florida

Security and Access

Exterior door is operable and does not allow unauthorized access.

Exterior door does not close or latch, repair - 30 days. Location: Most exterior doors

Emergency Management

Staff is trained and aware of emergency procedures.

Alternates staff members have not been selected for emergency response team - 30 days

Emergency evacuation areas and remote assembly sites are identified. Remote locations not identified, establish sites and plan for remote evacuation - 60 days.

Hazardous Materials

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days. Location: Rm. 106

Page 31 of 54

Doors, Walks, and Surfaces

Door, Walks and Surfaces Other

Description: ADA door opener does not work from outside of building Corrective action/schedule: Repair -90 days Location: 600 Wing --

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Bathroom fans not working Corrective action/schedule: Repair - 90 days Location: Rms. 510, 514

Description: Ceiling tiles stained Corrective action/schedule: Investigate and repair-leak, replace tile - 60 days (W.O. submitted) Location: Rm. 612

Description: Bathroom light cover missing Corrective action/schedule: Repair/Replace - 60 days Location: Rm. 806

General Safety

Storage is in appropriate locations and meets safety standards.

Description: Excess storage in bathrooms that do not have smoke detectors Corrective action/schedule: Remove stored items - 30 days Location: Rms. 890, 891

PIE pg. 2

Sanitation & Health

General areas are clean and free of vermin.

Description: Filter in hood over steamer is dusty/dirty Corrective action/schedule: Clean - 30 days Location: Kitchen

Description: Drinking fountain is dirty Corrective action/schedule: Clean - 30 days Location: Outside Rm. 1310

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

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Inspector will return on or after 3/5/2012

PIE pg. 3

2001 - 2012 Annual Casualty Safety and Sanitation Report

Rosewood Magnet School

Inspection Date: 12/6/2011, 5/9/2012 (strikethrough = corrected)

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: Elementary school Occupant Number: FISH: 00003

Occupant Address: 3850 16th Street, Vero Beach, Florida

Hazardous Materials

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days. Location: Various areas

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Damaged or loose ceiling tile Corrective action/schedule: Repair or replace - 30 days Location: Rms: 102, M-704 --

Plumbing is in good condition.

Description: Stained ceiling tile indicates leakage Corrective action/schedule: Determine cause, repair and replace tile - 90 days Location: A-604A

Sanitation & Health

Required food service equipment is provided and is in good condition.

Description: Certificate of Compliance on display is expired Corrective action/schedule: Replace with current certificate - 30 days Location: Kitchen---

Inspector Comments: Excellent housekeeping.

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/20/2012

Rose Mag pg. 2

2011 – 2012 Annual Casualty Safety and Sanitation Report

Sebastian Elementary

Inspection Dates: 11/3/2011, 3/6/2012 (*strikethrough = corrected items*)

Inspected by: Deborah Wethington 772-564-3137

Occupant Type: Elementary school, incl. kindergarten Occupant Number: FISH: 00016

Occupant Address: 400 Sebastian Boulevard, Sebastian, Florida

Security and Access

Security and Access Other Description: ADA door opener does not open exterior door Corrective action/schedule: Repair - 60 days Location: 900 Wing

Hazardous Materials

Chemical containers are labeled and identified. Label missing or illegible, label chemical container - 30 days. Location: Custodial storage areas

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Stained ceiling tile Corrective action/schedule: Repair source of leakage and replace tiles - 60 days Location: Rm. 521, 700 Wing corridor Description: Hole in brick mortar on exterior side of building Corrective action/schedule: Repair - 90 days Location: Walkway between 700 & 800 wings

Description: 7 missing ceiling tile Corrective action/schedule: Repair roof leak (W.O. submitted) and replace tile – 90 days Location: Rm.810

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/5/2012

SE pg. 2

2011 – 2012 Annual Casualty Safety and Sanitation Report

Sebastian River High School

Inspection Dates: 11/14/2011, 4/2/2012 (*strikethrough = corrected*)

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: High school – sprinkled

Occupant Number: FISH: 00020

Address: 9001 90th Avenue, Sebastian, Florida

Security and Access

Exposed equipment is locked and secured.

Gate to equipment is unlocked, secure - 30 days. Location: Adjacent to V Wing

Door and gate locksets allow escape from inside.

Description: Gate quick release bar is broken Corrective action/schedule: Repair/replace - 90 days Location: Near Rm. B127

Exterior door is operable and does not allow unauthorized access.

Exterior door does not close or latch, repair - 30 days. Location: Outside Rm. B122

Description: ADA door opener is broken Corrective action/schedule: Repair - 60 days Location: Front Office, Cafeteria

Description: Rooms are not identified Corrective action/schedule: Post room numbers outside door Location: Various and throughout (A103/A107 incorrectly I.D.'d)

Hazardous Materials

Material Safety Data Sheets are available to staff.

MSDS's are not available for review, keep records in an accessible location - 60 days Location: Rm. L106

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days. Location: Rms. N156, J120, G104, F111, D102, 25-105

Chemical containers are closed and stored when not in use.

Open container (spillage, vapors), close lid or cap - 30 days. Location: Rm. H134

Doors, Walks, and Surfaces

Walking surface is even and with no trip and slip hazards.

Uneven Walking Surface, Repair - 60 days Location: V Wing

Damaged, frayed rug/mat is trip hazard, remove/replace - 30 days. Location: P112

Extension cord is trip hazard, remove - 30 days. Location: C208

Exit door/window is operable and unobstructed.

Exit door is blocked, remove obstruction – 30 days. Location: JOTC Rm. 201

SRHS pg. 2

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Missing/broken drinking fountain Corrective action/schedule: Repair/replace or close opening in wall - 120 days Location: Near Rms. M202, K103, F118, P106

Description: Stained ceiling tile Corrective action/schedule: Investigate leak, repair and replace tile - 90 days Location: Rms. L202, L109, G205, B110A, V120EE, P111, F584

Description: Missing/damage baseboard stripping Corrective action/schedule: Repair/replace - 120 days Location: Rm. L109

Description: Hole in wall Corrective action/schedule: Repair - 90 days Location: Rms. J209, P112

Description: Broken ceiling light cover Corrective action/schedule: Repair/replace - 90 days Location: Rm. F212, E108

Description: Light fixtures not working Corrective action/schedule: Repair - 90 days Location: Rms. C210, A103

Description: Broken plastic cover on fire extinguisher cabinet Corrective action/schedule: Repair/replace - 90 days Location: V Wing Corridor near V102

Description: Broken bathroom hand dryer Corrective action/schedule: Repair - 60 days Location: Rm: 26-104

SRHS pg. 3

Description: Shut off valve metal cabinet is broken and rusted Corrective action/schedule: Replace - 120 days Location: F215

Interior rooms/spaces have the proper identification and signage.

Description: Rooms do not have identification numbers. Corrective action/schedule: Place room I.D. signs on exterior doors Location: Various & throughout campus

General Safety

Description: Gap in fencing at top of stadium seating (South) will allow small body to fall. Corrective action/schedule: Close gap - 30 days Location: Stadium seats at top corners

Sanitation & Health

General areas are clean and free of vermin.

Description: Broken, rusting ice machine Corrective action/schedule: Remove, dispose - 90 days Location: Baseball Concession Building

Description: Large amount of dead roaches in light fixtures Corrective action/schedule: Remove/clean - 90 days Location: P201

Inspector Comments: Poor housekeeping and maintenance.

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/13/2012

SRHS pg. 4

2011 – 2012 Annual Casualty Safety and Sanitation Report

Sebastian River Middle School

Inspection Dates: 11/9/2011, 3/27/2012 (strikethrough – corrected items)

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: High/Jr. high/middle school, sprinkled Occupant Number: FISH: 00014

Address: 9400 County Road 512, Sebastian, Florida

Doors, Walks, and Surfaces

Walking surface is even and with no trip and slip hazards. Computer cord is trip hazard, remove - 30 days. Location: Rm. 510B

Description: ADA door opener not working Corrective action/schedule: Repair - 60 days Location: Gym

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Stained ceiling tile Corrective action/schedule: Investigate for leakage, repair and replace tile Location: Corridor @ Rm. 310, 504C, 607

Description: Missing base board stripping Corrective action/schedule: Replace - 90 days Location: Gym

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of State Requirement for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/12/2012

School District of Indian River County

2011 – 2012 Annual Casualty Safety and Sanitation Report

Storm Grove Middle School

Inspection Date: 11/17/2011, 4/10/2012 (strikethrough = corrections)

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: Middle school Occupant Number: FISH: 00031

Address: 6400 57th Street, Vero Beach, Florida

Security and Access

Description: ADA door opener does not work Corrective action/schedule: Repair - 60 days Location: Buildings 3 & 5

Hazardous Materials

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days. Location: Various and throughout

Doors, Walks, and Surfaces

Exit door/window is operable and unobstructed.

Exit door difficult to open, repair - 60 days. Location: 3-005, Courtyard gate between building 4-& 5

Description: Broken door latch Corrective action/schedule: Repair - 60 days Location: Building 5 entrance

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Stained ceiling tile Corrective action/schedule: Investigate leakage, repair and replace tile Location: Rms: 2-105, 3-102

Description: Broken junction box Corrective action/schedule: Repair - 90 days Location: Rm: 4-116

Description: Exit sign is loose – not secure to ceiling Corrective action/schedule: Repair – 60 days Location: In corridor near room 3–206

Description: Opening in exterior wall (unused outlet) Corrective action/schedule: Cover opening - 90 days Location: Outside Rm. 2-2006

Description: Broken electrical outlet cover Corrective action/schedule: Replace cover - 90 days Location: Building 5 (Corridor between locker rooms)

Description: Weather stripping missing Corrective action/schedule: Replace/repair stripping - 90 days Location: Building 5 (boys locker room back door)

Description: Motion sensor for lighting does not work Corrective action/schedule: Repair - 60 days Location: 2-205A

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/19/2012

SGMS pg. 2

School District of Indian River County

2011 - 2012 Annual Casualty Safety and Sanitation Report

Thompson Lifelong Learning Center

Inspection Date: 12/15/2011

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: Elementary school (Pre-K) Occupant Number: FISH: 00015

Occupant Address: 1110 18th Avenue, Vero Beach, Florida

Security and Access

Exterior door is operable and does not allow unauthorized access.

Exterior door does not close or latch, repair - 30 days. Location: Near Rm. 215

Emergency Management

At least one Code Yellow and Code Red drill is conducted per year. Drills not conducted, conduct drills - 30 days.

Doors, Walks, and Surfaces

Handrails are provided for stairs and ramps.

Stairway does not have required handrail, install - 90 days. Location: 901

Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Exit light attached to ceiling is loose Corrective action/schedule: Repair - 60 days Location: Near Rm. 215 Description: Missing light cover Corrective action/schedule: Replace - 90 days Location: 410 bathroom

Description: Ceiling tie buckling and loose, overhead hazard Corrective action/schedule: Replace tile - 30 days Location: Rm. 513, Corridor near 709

Description: Weather stripping missing on exterior door Corrective action/schedule: Repair - 90 days Location: Rm. 707

Description: Electrical box cover missing Corrective action/schedule: Replace - 60 days Location: 901 exterior

Description: Loose concrete/stucco on ceiling (rebar), overhead hazard Corrective action/schedule: Repair - 30 days Location: Near 514

Inspector Comments: Very clean, good housekeeping.

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Note: Facility scheduled to be renovated during 2012 summer break.

TLLC pg. 2

School District of Indian River County

2011 – 2012 Annual Casualty Safety and Sanitation Report

Transportation Department

Inspection Dates: 11/28/2011, 4/23/2012 (strikethrough = corrected)

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: Motor vehicle/bus maintenance and repair Occupant Number: FISH: 9008

Occupant Address: 5235 41st Street, Vero Beach, FL

Facility Maintenance

Plumbing is in good condition.

Description: Stained ceiling tile indicates roof or plumbing leakage Corrective action/schedule: Determined source, repair and replace tile - 60 days Location: East corridor

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/19/2012

School District of Indian River County

2011 – 2012 Annual Casualty Safety and Sanitation Report

Treasure Coast Elementary

Inspection Dates: 11/7/2011, 3/27/2012 (*strikethrough = corrected items*)

Inspector: Deborah Wethington 772-564-3137

Occupant Type: Elementary school Occupant Number: FISH: 00028

Occupant Address: 8955 85th Street, Sebastian, Florida

Security and Access

Exposed equipment is locked and secured. Gate to equipment is unlocked, secure - 30 days. Location: outside chiller, outside 900 portables

Security and Access Other Description: ADA door openers do not function to allow access. Corrective action/schedule: Keep at least main door accessible for wheelchair entrance. Location: Front door (reception)

Hazardous Materials

Chemical containers are labeled and identified. Label missing or illegible, label chemical container - 30 days. Location: Rms. 311, 629, 732

Doors, Walks, and Surfaces

Exit door/window is operable and unobstructed. Exit door difficult to open, repair - 60 days. Location: All exterior metal, double doors

Facility Maintenance

Structure, fixtures and materials are in good condition.-Description: Hole in wall Corrective action/schedule: Repair - 90 days Location: Rm. 315

Page 48 of 54

Description: Ceiling fan loose Corrective action/schedule: Repair - 60 days Location: Rm. 906 bathroom

Description: Broken electrical outlet cover Corrective action/schedule: Replace - 30 days Location: Rm. 801

Description: Ceiling tile stained

Corrective action/schedule: Investigate for leaks, repair and replace tile Location: Rms. 902, 903, 907

Elevator/passenger lift in safe condition. Expired inspection certificate, schedule and complete inspection –90 days. Location: Rm. 206

Sanitation & Health

Sanitary and shower areas are clean, accessible and in good repair. Description: Dirty bathroom (girls) Corrective action/schedule: Clean and sanitize - 30 days Location: Rm. 809

Description: Caulk seal and vinyl in poor condition Corrective action/schedule: Repair or replace - 60 days Location: Rm. 904 bathroom

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the School District of Indian River County has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/6/2012

TCE pg. 2

School District of Indian River County

2011 - 2012 Annual Casualty Safety and Sanitation Report

Vero Beach Elementary

Inspection Date: 12/20/2011

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: Elementary school Occupant Number: FISH: 00013

Occupant Address: 1770 12th Street, Vero Beach, Florida

Security and Access

Door and gate locksets allow escape from inside.

Description: Lock on door would not allow escape (entrapment hazard) Corrective action/schedule: Install lock that allows release of door from inside - 30 days Location: Kitchen freezer

Inspector Comments: Current school buildings to be demolished during the 2012 summer and newly constructed school to open for the 2012/13 academic year.

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Consent C - 6/12/2012

School District of Indian River County

2011 - 2012 Annual Casualty Safety and Sanitation Report

Vero Beach High School (Main Campus)

Inspection Dates: 12/2/2011, 5/8/2012 (*strikethrough = corrected*)

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: High school Occupant Number: FISH: 00001

Occupant Address: 1707 16th Street, Vero Beach, Florida

Security and Access

Exterior door is operable and does not allow unauthorized access.

Exterior door does not close or latch, repair - 30 days. Location: 7-104, 28-128, 28-122, Gym Boiler Room

Description: ADA door opener does not work Corrective action/schedule: Repair - 60 days Location: Gym entrance

Description: Freezer door release knob difficult to turn (does not allow escape from inside) Corrective action/schedule: Repair - 60 days Location: Kitchen

Hazardous Materials

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days. Location: Various areas

Chemical containers are closed and stored when not in use.

Open container (spillage, vapors), close lid or cap - 30 days. Location: 1-100C

Doors, Walks, and Surfaces

Walking surface is even and with no trip and slip hazards. Damaged, frayed rug/mat is trip hazard, remove/replace - 30 days. Location: Wrestling Rm. Mat, 7-002

Description: Oil pooled on floor (slip hazard), clean all spilled substances- 30 days Location: 7-105

Facility Maintenance

Structure, fixtures and materials are in good condition. Description: Opening in wall Corrective action/schedule: Repair - 90 days Location: 7-004, N-227, 4-109

Description: Spiral stair missing rails Corrective action/schedule: Repair - 120 days Location: 28-121

Description: Broken-drinking fountain Corrective action/schedule: Repair - 180 days Location: 4-114

Description: Missing switch panel Corrective action/schedule: Replace - 90 days Location: 4-119

Description: Damaged or loose ceiling tile Corrective action/schedule: Repair/replace - 60 days Location: 1-290D

Elevator/passenger lift in safe condition.

Expired inspection certificate, schedule and complete inspection - 90 days. Location: 8-170

VBHS pg. 2

Plumbing is in good condition.

Description: Stained ceiling tile indicated leakage Corrective action/schedule: Determine cause, repair and replace tile Location: 7-108D, 2-115, 2-205, 1-105, 1-223, 28-121, 4-109D,

General Safety

Laboratory and shop safety equipment is provided and in working condition.

Description: Emergency eyewash handle is broken Corrective action /schedule: Repair - 90 days Location: 7-109

Sanitation & Health

General areas are clean and free of vermin.

Description: Filters panels over steamer is dirty Corrective action/schedule: Clean - 30 days Location: Kitchen ---

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirement for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/20/2012

VBHS pg. 3

School District of Indian River County

2011 – 2012 Annual Casualty Safety and Sanitation Report

Wabasso Exceptional School

Inspection Dates: 11/10/2011, 3/29/2012

Inspected By: Deborah Wethington 772-564-3137

Occupant Type: Educational, other Occupant Number: FISH: 00010

Occupant Address: 8895 US Hwy 1, Sebastian, Florida

Security and Access

Door and gate locksets allow escape from inside.

Description: Deadbolt lock on gate does not allow escape if locked Corrective action/schedule: Remove - 30 days Location: Patio garden Rm. 010

Hazardous Materials

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days. Location: Various areas

ALL VIOLATIONS MUST BE CORRECTED. An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational `Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Inspector will return on or after 3/12/2012

- Wabasso School 8895 U. S. 1 • Sebastian, 3lorida 32958 Telephone: (772) 978-8000 • Jax: (772) 978-8028 Dr. Tom Gollery, Principal

Date: May 15, 2012

To: School Board Members

From: Dr. Tom Gollery

Regarding: Request for Approval of Donation

A donation of \$1000.00 was received from the Rotary Club of Orchid Island. The funds are to be used for 2011/2012 yearbooks created by Paul Colella.

These funds were deposited into Wabasso School internal funds account entitled yearbook fund.

Thomask. Belley

Dr. Tom Gollery Principal



School District of Indian River County

Consent D - 6/12/2012

LIBERTY MAGNET SCHOOL

"An IBO World School - Primary Years Program"

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

Kelly Baysura Principal

May 7, 2012

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

Dear Dr. Adams,

Please notify the School Board of the very generous donation of \$3000.00 that Liberty Magnet School received from The River Grille in Sebastian.

These funds were deposited directly into our Internal Fund Account and are to be used for our ESE/Autistic classes and programs at Liberty.

Thank you for your consideration.

Sincerely Kelly Baysura Principal

School District of Indian River County

Consent D - 6/12/2012

Beachland Elementary School 3350 Indian River Drive East Vero Beach, Florida 32963-1799 Telephone: (772) 564-3300 FAX: (772) 564-3350

Carol Wilson Principal

Theresa Wagner Assistant Principal

May 9, 2012

{To}: School Board Members

{From}: Carol Wilson, Principal

Regarding: Donation

Beachland Elementary received donation of \$1,000.00 from our PTA to fund 2012-2013 Art and Music Clubs (\$500.00 each).

These funds were deposited into Beachland's Internal funds.

Carl P. Wilson

14-92) (964) -278 - 1921 278 - 1921 279 - 1921 270 - 1

Carol P. Wilson, Principal

CW/br

School District of Indian River County "It Takes A Community To Raise A Child!"

Consent D - 6/12/2012

*. *** :

Beachland Elementary School 3350 Indian River Drive East Vero Beach, Florida 32963-1799 Telephone: (772) 564-3300 FAX: (772) 564-3350

Carol Wilson Principal

Theresa Wagner Assistant Principal

May 22, 2012

{To}: School Board Members

{From}: Carol Wilson, Principal

Regarding: Beachland PTA Donation

Beachland Elementary received a donation of \$6,350.00 from our PTA to purchase and fund various items for 2012-2013 school year.

These funds were deposited into Beachland's Internal funds.

Carol P. Wilson

Carol P. Wilson, Principal

CW/br

School District of Indian River County "It Takes A Community To Raise A Child!"

Consent D - 6/12/2012

TRANSPORTATION SERVICES AGREEMENT

This **AGREEMENT** is between:

And

Company: Address:	School District of Indian River County 1990 25 th Street Vero Beach, FL 32960
Company:	Gifford Youth Activity Center, Inc.
Address:	4875 43 rd Avenue

Vero Beach, FL 32967

The **SCHOOL DISTRICT OF INDIAN RIVER COUNTY**, herein after referred to as the <u>"SDIRC"</u> and the <u>Gifford Youth Activity Center</u>, herein after referred to as the <u>GYAC</u>.

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

Letter of self-insurance: <u>N/A</u> (attached)

1. SELLING, TRANSFERRING OR ASSIGNING CONTRACT

This contract may not be sold, transferred or assigned without the written approval of the <u>GYAC</u>, and the written approval of <u>SDIRC</u>.

2. <u>CONDITIONS OF CONTRACT</u>

<u>GYAC</u> 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

<u>GYAC</u> agrees to protect, defend, indemnify and hold harmless the <u>SDIRC</u> including School Board members, the Superintendant, 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 <u>SDIC</u> 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 <u>GYAC</u> sponsored programs and back from <u>GYAC</u> sponsored programs to the designated pick-up locations.

The _____ SDIRC ____ contact will be:

<u>George Millar</u> Director of Transportation (772) 978-8810 Phone Number

The <u>GYAC</u> contact will be:

ą

Angelia Perry Name

Freddie Woolfork

Phone Number

(772) 794-1005 ex. 222

<u>(772) 794-1005 ex. 234</u> 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 <u>GYAC</u> for <u>Special Services</u> 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 <u>GYAC</u>.
- Provide <u>SDIRC</u> 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 <u>GYAC</u>:
 - Pay **<u>SDIRC</u>** 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 <u>GYAC</u>.

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

6. **<u>PAYMENT</u>**

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Payment will be due when invoices are processed and received by **<u>GYAC</u>**. Monthly invoices must be sent to:

Company:	Gifford Youth Activity Center, Inc.
Address:	4875 43 rd Avenue
_	Vero Beach, FL 32967
Contact Name: Angelia Perry	
Telephone Number:	(772) 794-1005 ex. 222

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 <u>**GYAC**</u> and <u>**SDIRC**</u>.

7. RATE SCHEDULE

In addition, the <u>GYAC</u> further agrees that all expenses incurred for transportation services, including driver rates, fringes and board approved mileage rate will be borne by the <u>GYAC</u>.

8. SERVERABILITY

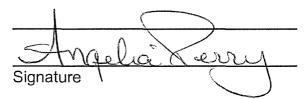
If any portion of this **AGREEMENT** is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

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:

Gifford Youth Activity Center



Angelia Perry

Typed Name

Executive Director

Title

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

ACORD CERTIFICATE OF LIABILITY INSURANCE				
PRODUCER Phone: (772) 562-3369 Fax: (772) 562-3466 THIS CERTIFICATE IS ISSUED AS A MATTER OF IN WILLIS OF FLORIDA, INC ONLY AND CONFERS NO RIGHTS UPON THE CERT 2045 14TH AVE. HOLDER. THIS CERTIFICATE DOES NOT AMEND, E VERO BEACH FL 32960 ALTER THE COVERAGE AFFORDED BY THE POLICIE		TIFICATE EXTEND OR		
	INSURERS AFFORDING COVERAGE	NAIC #		
INSURED	INSURER A: GRANITE STATE INS CO			
GIFFORD YOUTH ACTIVITY CENTER	INSURER B:			
4875 43RD AVE VERO BEACH FL 32967	INSURER C: Progressive Southeastern	38784		
VERO BEAGIT PE 32307	INSURER D:			
	INSURER E:			

COVERAGES

e

THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDIGATED, 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY	02LX027562012000	05/15/12	05/15/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	1,000,000 100,000
						MED. EXP (Any one person)	\$	5,00
۱ ۱	res					PERSONAL & ADV INJURY	\$	1,000,00
						GENERAL AGGREGATE	\$	3,000,00
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC				PRODUCTS-COMP/OP AGG.	\$	1,000,00
		AUTOMOBILE LIABILITY X ANY AUTO	02626305-7	04/23/12	04/23/13	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,00
		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
		X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		ANY AUTO				OTHER THAN EA ACC	\$	
						AUTO ONLY: AGG	\$	
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
		OCCUR CLAIMS MADE				AGGREGATE	\$	
							\$	
		DEDUCTIBLE					\$	
	_	RETENTION \$			[\$	
		KERS COMPENSATON AND				WC STATU- TORY UMITS OTHER		
		OYERS' LIABILITY				E.L. EACH ACCIDENT	\$	
		ER/MEMBER EXCLUDED?				E.L. DISEASE-EA EMPLOYEE	\$	
		describe under AL PROVISIONS below				E.L. DISEASE-POLICY LIMIT	\$	
	ОТН	ER:						
ΞE	NER	IPTION OF OPERATIONS/LOCAT AL LIABILITY DEDUCTIBLE - \$1, FICATE HOLDER IS NAMED AS A	000 BODILY INJURY AND	O PROPERTY DAMA	GE COMBINED	PER OCCURRENCE		
CE	RTI	FICATE HOLDER		CANCELI	ATION			
						SCRIBED POLICIES BE CANCE	LED BE	FORE THE

SCHOOL DISTRICT OF INDIAN RIVER COUNTY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALLIMPOSE NO COLIGATION OR LIABLITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.
VERO BEACH FL 32960 Attention:	AUTHORIZED REPRESENTATIVE

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PROJECT CHILD

The School District of Indian River County will offer 17 clusters of Project CHILD for the upcoming school year. The cost of the Annual Renewal for materials for 51 teachers, plus shipping and handling is \$29,035.00, plus a Professional Development cost of \$2000.00. The total cost to renew is \$31,035.00. Project CHILD is currently offered at (4) elementary schools; Citrus Elementary, Pelican Island Elementary, Sebastian Elementary, and Treasure Coast Elementary.

Schools	Total # of 12-13 clusters	Cost of Renewal
Citrus	5	\$8494.00
PIE	4	\$6874.00
Sebastian	2	\$3464.00
Treasure Coast	6	\$10,193.00
Total	17 Clusters	\$29,035.00
Professional Development	\$2000	\$31,035.00

The goal is to continue to provide this innovative option at existing schools. We are looking forward to a wonderful year and continued involvement with ISI.

Project CHILD 2012 Annual Renewal



Renewal Fee (per teacher):

\$540 per teacher plus shipping & handling

Teacher Materials (per teacher)

- Two New Lakeshore Learning activities including:
 - One interactive game (CD ROM)
 - One board game/print activity (with task card online)

Student Materials (per teacher)*

450 Passports

Professional Learning & Online Resources

- 1-Day On-Site Fidelity Visit by an ISI staff member

 (On-Site Visit can include meetings between the ISI staff member and school leadership, classroom walkthroughs, cluster meetings, after-school workshops, parent meetings, etc. Special arrangements will be made upon school's request.)
- The Leading Edge newsletter
- Workshops-in-a-Box
- Online Professional Learning Resources (password protected):
 - -Monthly Teacher Tips
 - -Station Activities w/ Task Cards
 - -Teacher Resources (PowerPoints, planning templates, newsletters, etc.)
 - -Webinars
 - -Wikis
 - -NING networking
 - -Online tutorials

*The student Passport is a management tool used to help students set goals, stay focused, reflect on their work, and provide for accountability. It is also a record-keeping tool and an essential component of the 21st Century CHILD Classroom. We calculate the number of Passports we ship with each renewal based on 25 students per classroom for the school year. We are aware, however, that class sizes vary among schools. Therefore, we can customize Passport orders when necessary. Our goal is to supply you with what you will need for the year and not overstock your valuable storage space. Call Cathy Campanile at (850)671-3706 or e-mail her at ccampanile@ifsi.org to discuss how we can help you get the correct quantities.

Additional Professional Development Services

Professional Learning and Consulting

\$2,000 per day*

ISI staff and certified consultants are available to conduct additional on-site coaching visits and replacement teacher trainings (for new CHILD teachers) at your school site. ISI staff can customize trainings to meet specific school needs. Contact ISI for details and scheduling. *Airfare if required will be additional. All other travel expenses included.

Regional Implementation Workshops

Replacement teachers may attend regional implementation training workshops when available. Contact ISI for dates and locations.

*Travel expenses to the regional site are the responsibility of the school.



\$250 per day/per teacher*

P.O. Box 13296 Tallahassee, FL 32317

Estimate

Date	Estimate #
1/24/2012	396

Name / Address

Citrus Elementary School Jon Teske, Principal 2771 4th Street Citrus Road Vero Beach, FL 32968

		-	Project
Description	Qty	Rate	Total
Estimate for Project CHILD renewal for the 2012-2013 school year. Renewal includes classroom materials, professional learning resources, and one on-site fidelity check by ISI staff member.			
Project CHILD Annual Renewal (pricing per Primary Cluster teacher)*	9	540.00	4,860.00
Project CHILD Annual Renewal (pricing per Intermediate Cluster teacher)*	6	540.00	3,240.00
CHILD Renewal Shipping & Handling		394.00	394.00
*Refer to attached sheet for itemized listing of all materials and resources included with renewal.		0.00	0.00
*PLEASE NOTE: This is only an estimate for renewal. No items will be shipped or invoiced without a purchase order or authorized approval. Call Cathy Campanile at (850)671-3706 if you have any questions.			0.00
Citrus Elementary School		Subtotal	\$8,494.00
		Sales Tax (0.0%)	\$0.00
		Total	\$8,494.00

P.O. Box 13296 Tallahassee, FL 32317

Estimate

Date	Estimate #
1/25/2012	401

Name / Address

Pelican Island Elementary 1355 Schumann Drive Sebastian, FL 32958

		-	Project
Description	Qty	Rate	Total
Estimate for Project CHILD renewal for the 2012-2013 school year. Renewal includes classroom materials, professional learning resources, and one on-site fidelity check by ISI staff member.			
Project CHILD Annual Renewal (pricing per Primary Cluster teacher)	6	540.00	3,240.00
Project CHILD Annual Renewal (pricing per Intermediate Cluster teacher)	6	540.00	3,240.00
CHILD Renewal Shipping & Handling		394.00	394.00
*PLEASE NOTE: This is only an estimate for renewal. No items will be shipped or invoiced without a purchase order or authorized approval. Call Cathy			0.00
Campanile at (850)671-3706 if you have any questions.			
Pelican Island Elementary School		Subtotal	\$6,874.00
		Sales Tax (0.0%)	\$0.00
		Total	\$6,874.00

P.O. Box 13296 Tallahassee, FL 32317

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Estimate

Date	Estimate #
1/25/2012	400

Name / Address

Sebastian Elementary School 400 Sebastian Blvd. Sebastian, FL 32958

			Project
Description	Qty	Rate	Total
Estimate for Project CHILD renewal for the 2012-2013 school year. Renewal includes classroom materials, professional learning resources, and one on-site fidelity check by ISI staff member.			
Project CHILD Annual Renewal (pricing per Primary Cluster teacher)*	3	540.00	1,620.00
Project CHILD Annual Renewal (pricing per Intermediate Cluster teacher)*	3	540.00	1,620.00
CHILD Renewal Shipping & Handling		224.00	224.00
*Refer to attached sheet for itemized listing of all materials and resources included with renewal.		0.00	0.00
*PLEASE NOTE: This is only an estimate for renewal. No items will be shipped or invoiced without a purchase order or authorized approval. Call Cathy Campanile at (850)671-3706 if you have any questions.			0.00
Sebastian Elementary School		Subtotal	\$3,464.00
		Sales Tax (0.0%)	\$0.00
	F	Total	\$3,464.00

P.O. Box 13296 Tallahassee, FL 32317

Estimate

Date	Estimate #
1/26/2012	404

Name / Address Treasure Coast Elementary ATTN: Deb Berg 8955 85th Street Sebastian, FL 32958

		-	Project
Description	Qty	Rate	Total
Estimate for Project CHILD renewal for the 2012-2013 school year. Renewal ncludes classroom materials, professional learning resources, and one on-site fidelity check by ISI staff member.			
Project CHILD Annual Renewal (pricing per Primary Cluster teacher)*	9	540.00	4,860.00
Project CHILD Annual Renewal (pricing per Intermediate Cluster teacher)*	9	540.00	4,860.00
CHILD Renewal Shipping & Handling		473.00	473.00
*Refer to attached sheet for itemized listing of all materials and resources included with renewal.		0.00	0.00
PLEASE NOTE: This is only an estimate for renewal. No items will be shipped or invoiced without a purchase order or authorized approval. Call Cathy Campanile at (850)671-3706 if you have any questions.			0.00
Treasure Coast Elementary	Coast Elementary		\$10,193.00
		Sales Tax (0.0%)	\$0.00
	ſ	Total	\$10,193.00



This quote Quote Nu Submitte Job Desc Serial Nu Expiratio	mber: d To: ription: mber(s):	Indian River Co SD, FL Renewal Subscription(s)	Date: Account Executive: E-Mail: Prepared By:	5/29/2012 Fred White fwhitehouse JBM		ontage.com			
CONTEN	FPER SCHOOL /	PER YEAR							
17 3		CORE K-8 Content Package (2011) (Renewal) CORE 9-12 Content Package (2011) (Renewal) Content renewal period 07/01/2012-06/30/2013		\$ \$	1,000.00 1,500.00		1,000.00 1,500.00		17,000.00 4,500.00 - -
SOFTWA	RE								
SERVICE	s							\$	-
OLIVIOL						PRORATE	D PRICE		
21	G1229	SAFARI Montage Software Upgrade Plan SUP coverage has been prorated for the period 09/23/2012-06/30/2013		\$	300.00	\$	230.14	\$ \$ \$	4,832.88 - -
		To view the company's Software Upgrade Plan (SUP) or Extended Hardware Warran visit safarimontage.com	ty (EHW) terms, please					\$	-
				Content Charges Software Charges Services Charges State Tax Charges				\$ \$ \$ \$	21,500.00 - 4,832.88 -
		PLEASE NOTE: All figures are quoted in U.S. Dollars		Local Tax TOTAL	Charges			\$ \$	- 26,332.88
		Mailing Addross:							

Mailing Address: P.O. Box 580 7 East Wynnewood Road Wynnewood, PA 19096

Fax: 610-658-7119



General Terms and Conditions: This Quote is an offer that is valid for sixty (60) days from the date set forth above. Customer will be deemed to accept this offer when Customer sends a Purchase Order (which specifically references this Quote) and SAFARI Montage accepts the Purchase Order. SAFARI Montage shall have the right to substitute hardware, software, and/or content, if any, provided in this Quote. The terms controlling this Quote, and the provision of all services and products hereunder, are explicitly set forth in the applicable software license(s), digital content license, terms are set forth in the terms and conditions, reflecting, mong other things, that additional charges may apply to rush orders. Credit cards are not accepted. Payment must be made by check, ACH or wire transfer. Some of SAFARI Montage's products are available on a subscription, per site or other similar basis which may require additional licenses or renewal from time to time. Renewal subscriptions or additional licenses will be subject to the terms and conditions in effect at the time of purchase. Quote is an offer that is valid for sixty (60) days from the date set forth above. Customer will be deemed to accept this offer when Customer sends a Purchase Order (which specifically references this Quote) and SAFARI for sixty (60) days from the date set forth above. Customer will be deemed to accept this offer when Customer sends a Purchase Order (which specifically references this Quote) and SAFARI Montage accepts the corresponding Purchase Order (shipment of order constitutes acceptance).

Product Specific Terms and Conditions: If the Quote contains a Software Upgrade Plan and/or an Extended Hardware Warranty, such plan will complement the SAFARI Montage standard limited warranty and will cover only the products identified in such plan. If the Quote contains the SAFARI Montage Live! product, note that it is available only in a server version. The Customer may not operate as an Application Service Provider. Therefore, no purchaser or user may purchase a single license to the product and create a communications service that allows multiple users to access and use the service for a fee. If the Quote contains products that are manufactured and branded by third parties, then such products are subject to the third party's warranties that accompany those products. The Customer must contact the third party directly for warranty or related service.

LIBRARY VIDEO COMPANY DIGITAL CONTENT LICENSE AGREEMENT

Your school or school district ("Subscriber") has purchased the SAFARI Montage video-on-demand system by Library Video Company ("LVC"). Access to and all use of the Digital Content (defined below) on the SAFARI Montage system by an Authorized Institution (defined below) and/or End User (defined below) shall be subject to the following terms and conditions (the "Agreement"):

1. **Definitions.** For purposes of this Agreement, the following definitions shall apply:

- (a) "Digital Content" shall mean the programs comprising the digital content package(s) subscribed to and paid for by Subscriber for use on the SAFARI Montage system and any teacher's guides, curriculum correlations, abstracts, metadata and any other content provided with each such program at LVC's sole discretion.
- (b) "SAFARI Montage" shall mean the SAFARI Montage video-on-demand system by Library Video Company, with resident software or appliances purchased by Subscriber, and which provides Subscriber and/or End Users with access to Digital Content.
- (c) "Authorized Institution(s)" shall mean the school, library and/or other educational institution authorized to access and use the Digital Content under this Agreement.
- (d) "End Users" shall mean educators, staff or student members of an Authorized Institution(s) utilizing the Digital Content by means of the SAFARI Montage system.
- (e) "Activation Date" shall mean the date on which the SAFARI Montage system is activated by Subscriber or an authorized LVC technician.

2. Grant of Rights.

- (a) LVC hereby grants to Subscriber a non-exclusive, non-transferable license to use, publicly perform and/or exhibit the Digital Content by means of the SAFARI Montage system for viewing by End Users located at the Authorized Institution(s) and in accordance with the usage rights provided by LVC on the SAFARI Montage system for each program comprising the Digital Content. Notwithstanding the above, teachers shall have the right, only if such right is available, to access the Digital Content from home for lesson planning purposes only provided that, such access is password protected and the Digital Content is not downloaded or saved to any desktop computer and/or any other storage or playback device. All rights not specifically granted to Subscriber under this Agreement are reserved by LVC.
- (b) Subscriber acknowledges and agrees that, except for limited home access rights as set forth in paragraph 2(a), above: (i) the Digital Content shall be used only in connection with the SAFARI Montage system for access by End Users within a confined viewing or listening environment located at the Authorized Institution(s), including, without limitation, classrooms, libraries and/or media centers; and (ii) the license herein is granted only with respect to the Authorized Institution(s) and additional licenses must be obtained and paid for by Subscriber for any schools, libraries and/or other educational institutions that are provided access to Digital Content that did not have prior access to such Digital Content under this Agreement, including, without limitation, any new schools in a school district or new schools added to a regional media center that are not covered by this Agreement, subscribers and/or End Users shall not store, copy, manipulate, transmit, download, or in any way redistribute the Digital Content apart from the SAFARI Montage system. To the extent download rights, if any, are available for Digital Content, Subscriber acknowledges and agrees that such downloading shall be for educational purposes only, pursuant to the terms of this Agreement. Notwithstanding anything to the contrary, nothing in this Agreement shall limit or otherwise restrict Subscriber's fair use defenses under the U.S. Copyright Act of 1976.
- 3. <u>Consideration</u>. In consideration for the rights granted under this Agreement, Subscriber agrees to pay any and all license fees, service charges and/or taxes related to the Digital Content, as set forth in the quote received by Subscriber for the Digital Content or as otherwise invoiced to Subscriber by LVC. All payments due under this Agreement shall be paid in accordance with the payment terms set forth in the invoice received by Subscriber for such payment. Subscriber's failure to pay any and all fees and/or charges due under this Agreement may result in additional service charges and/or termination of this Agreement at LVC's sole discretion.
- 4. <u>Term.</u> Unless terminated sooner, as provided below, or as otherwise agreed to by LVC in writing, the term of this Agreement shall begin on the Activation Date and run for a period of one (1) year thereafter. Upon approval by LVC, in its sole discretion, this Agreement may be renewed for additional one (1) year periods under the same terms and conditions set forth in this Agreement, subject to payment of additional digital license fees. Unless otherwise agreed to by LVC in writing, this Agreement shall automatically become null and void if the Digital Content is not activated within sixty (60) days of Subscriber's receipt of an Activation Code for such Digital Content from LVC.

5. Subscriber Obligations.

- (a) Subscriber shall digitally deliver the Digital Content as provided in paragraph 1, above, to the End Users only where all End Users, as well as monitors and playback units utilized for the playing and viewing of the Digital Content, are located within the Authorized Institution(s). Subscriber shall use the Digital Content only in connection with the SAFARI Montage system at the Authorized Institution(s) and shall not charge End Users any direct or indirect fees for viewing the Digital Content.
- (b) Subscriber agrees that Subscriber shall not and shall instruct End Users that End Users shall not modify, edit, copy, tape, reproduce, duplicate, transmit, broadcast, decompile, disassemble, reverse engineer, loan, rent, lease, sublicense, create derivative works or make any other use whatsoever of the SAFARI Montage system, including, without limitation, any and all software residing on the SAFARI Montage system and/or the Digital Content, in whole or in part, except as expressly authorized herein or as otherwise permitted under the U.S. Copyright Act of 1976, including, without limitation, any "fair use" provisions under Section 107 of such Act. Nothing in this Agreement shall prohibit Subscriber from interrupting, fast forwarding or rewinding the Digital Content during its viewing.
- (c) Subscriber shall not make any modification, deletion, cut, alteration or addition in or to the Digital Content, including, without limitation, the deletion of any copyright notices or credits from the Digital Content or from any other material supplied to Subscriber hereunder. The Digital Content shall not be used in any manner to promote and/or endorse any products and/or services, without the express written permission of the copyright owner for the respective Digital Content.
- (d) Upon written notice from LVC that the Digital Content, or any portion thereof, is subject to a threatened or actual claim of infringement, violation of another right or any other claim for which LVC may be liable herein, or if LVC retires and/or withdraws any Digital Content for any reason, including, without limitation, for editorial reasons, Subscriber shall cease all further use of such Digital Content and take any necessary action, as instructed by LVC, to block further access to such Digital Content. LVC shall provide Subscriber with comparable Digital Content (which comparability will be determined by LVC in its reasonable commercial judgment) free of charge, but subject to the terms and conditions of this Agreement.
- (e) Subscriber shall enable uninterrupted remote access to the SAFARI Montage system via the Internet, and LVC and/or its authorized representative shall have the right to remotely access the SAFARI Montage system via the Internet for content and software updates, maintenance, operational and administrative purposes and/or data collection. In the event online access to the SAFARI Montage system is interrupted or otherwise not available for any reason, upon request by LVC, Subscriber shall grant LVC and/or its authorized representative direct on-site access to the SAFARI Montage system during normal business hours.
- (f) Subscriber agrees that it shall not use any trade names, service marks and/or trademarks belonging to SVN, LVC and/or any third party provider of Digital Content licensed hereunder, including, without limitation, any name or title of any Digital Content.
- 6. <u>Copyright</u>. Subscriber acknowledges and agrees that no ownership or copyright in any Digital Content shall pass to Subscriber. Subscriber shall not remove and/or alter the copyright information from any Digital Content and/or any digital file related to the Digital Content. Subscriber further agrees that the use of any copies of the Digital Content hereunder shall not affect the copyright holder's continued and separate copyright ownership in the Digital Content. Should Subscriber inadvertently or for any reason come into possession or ownership of the copyright in the Digital Content, or any versions or derivatives thereof, Subscriber shall transfer and assign such ownership of copyright to LVC (or LVC's designee) immediately and without request or demand by LVC.

7. Termination.

- (a) LVC reserves the right to terminate this Agreement, effective immediately, upon Subscriber's breach of this Agreement.
- (b) LVC may terminate this Agreement at any time upon written notice to Subscriber, effective immediately, if Subscriber seeks protection of any bankruptcy, insolvency or similar law, or terminates its operations. Subscriber expressly waives any and all of its rights to sovereign immunity to the extent Subscriber can seek such protection for any reason in connection with this Agreement and its obligations under this Agreement.
- (c) In the event of any termination of this Agreement for breach by Subscriber or for any other reason hereunder, the rights and obligations of Subscriber still in force at the time of such termination shall automatically revert to LVC.
- (d) Upon expiration or termination of this Agreement, Subscriber shall immediately cease use of the Digital Content and shall return to LVC all drives containing the Digital Content within thirty (30) days of such expiration or termination.
- 8. **Indemnification.** Subscriber agrees to indemnify and hold LVC and its Digital Content licensors (including their affiliates, subsidiaries, successors and assigns, and their respective directors, trustees, officers, employees and agents) harmless against any and all claims for damages, losses or any costs, including attorney's fees, arising in any manner whatsoever from (a) the unauthorized use of any Digital Content, (b) Subscriber's use of any third party content in connection with the SAFARI Montage system and/or (c) Subscriber's breach of any of the terms of this Agreement.

9. Warranty and Limitation of Liability.

- (a) LVC warrants to Subscriber that, LVC has secured all necessary rights to enter into this Agreement and to grant the rights granted hereunder. The sole and exclusive remedy for a breach of this Agreement, including, without limitation, any breach of the foregoing warranty, is the replacement of the Digital Content, which replacement shall be subject to the terms and conditions of this Agreement. Warranty service for the SAFARI Montage system shall be subject to the warranty terms and conditions for such system as provided by SAFARI Video Networks.
- (b) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, LVC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LVC, ITS AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS, SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR OTHER DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF LVC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10. <u>**Right to Inspect.**</u> LVC may at any time inspect any records, accounts and/or books relating to Subscriber's use of the Digital Content to ensure that the Digital Content is being used in accordance with the terms of this Agreement.
- 11. <u>Assignment.</u> This Agreement and/or any and all of the rights granted to Subscriber under this Agreement shall not be assigned by Subscriber, in whole or in part, without the prior written consent of LVC, and any purported assignment absent such consent shall be null and void. This Agreement and/or any and all of LVC's obligations under this Agreement may be assigned by LVC, in whole or in part, without the prior written consent of Subscriber.

12. Miscellaneous.

- (a) This Agreement contains the full and complete understanding of the parties regarding the subject matter thereof, and supersedes all prior and/or contemporaneous agreements and understandings, whether written or oral, between the parties. No waiver, alteration or modification of any provision of this Agreement shall be binding unless in writing and signed by both parties hereto. In the event of any conflict between this Agreement and any information or agreement otherwise provided to Subscriber in connection with the SAFARI Montage system, the terms of this Agreement shall govern.
- (b) Except as otherwise provided in section 9, above, no failure or delay of either party to exercise any rights or remedies under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies, nor shall any waiver of any rights or remedies with respect to any circumstances be construed as a waiver thereof with respect to any other circumstances.
- (c) In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, shall not be affected thereby.
- (d) All notices to LVC contemplated under this Agreement shall be in writing and delivered by hand or registered mail, return receipt requested, as follows: Library Video Company, P.O. Box 580, Wynnewood, PA 19096, Attn: Vice President of Legal and Business Affairs.
- (e) The headings set forth in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.

BY ACTIVATING, AUTHORIZING THE ACTIVATION OF, OR BY OTHERWISE USING THE SAFARI MONTAGE SYSTEM, SUBSCRIBER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE LEGALLY BOUND BY ALL SUCH TERMS AND CONDITIONS. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT SUCH ACTIVATION MAY BE PERFORMED BY AN LVC TECHNICIAN AT LVC'S FACILITIES OR, IF ACTIVATED AT THE INSTALLATION LOCATION, SHALL BE PERFORMED ONLY BY AN AUTHORIZED SIGNATORY FOR SUBSCRIBER.

Version 11.30.2007

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Indian River County School District

1990 25th St

Vero Beach, FL 32960-3367 Contact: Tiffany McKenzie - (772) 564-3000 x0

Cost Proposal	Year 1 8/1/2012- 7/31/2013			
Products & Services Provided by Renaissance Learning:		Software - Year 1	Schools	Students
1 Annual Subscription Fees	\$52,273.66	Accelerated Reader Enterprise	18	11000
		STAR Reading Enterprise	1	550
2 Software Hosting Services	\$9,481.00	STAR Reading Service	1	960
		Accelerated Math Enterprise	2	847
3 Renaissance Data Integrator (RDI)	\$3,500.00			
	Year 1			
Subtotal	\$65,254.66			
Shipping and Processing	\$0.00			
Тах	\$0.00			
Total	\$65,254.66			
Grand Total	\$65,254.66			

Quote number 885889 was created on 05/16/2012 and includes \$2,503.38 in applied discounts. Prices are subject to change.

Notes:

1 Annual student subscription fees apply during each year of implementation.

2 Software Hosting Services in our Enterprise-Class Data Center are provided. For schools renewing their Hosting Services during subsequent years, annual Hosting fees will apply.

3 Renaissance Data Integrator synchronizes your Student Information System (SIS) and Renaissance Place data automatically, including student, staff, course, enrollment, etc., eliminating the need for manual entry and updates of student data.

This quote is not considered an order. To change it into an order, please sign below with an authorized signature. Send a copy of this quote with the purchase order and any required paperwork to be processed. If changes are necessary, or additional information is required, please contact Barb Cherin at 866-391-4389 or Kay Felmer at (866)846-0759, Thank You. Authorized signature: ______ Date: ______ Date: ______ Quote(s):885889; PO#:______

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. This quote is valid for 30 days. Alterations to this quote will not be honored without Renaissance Learning approval.



Indian River County School District

1990 25th St Vero Beach, FL 32960-3367 Contact: Tiffany McKenzie - (772) 564-3000 x0

Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order. (Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.16% Hawaii General Excise tax.). Standard payment terms are net 30 days from invoice date.

Renaissance Learning[™], Inc. Application Hosting Agreement

1. <u>Recitals and Definitions</u>. This application hosting agreement ("Agreement") is made between Renaissance Learning, Inc. ("RLI") and Indian River County School District, Vero Beach, FL ("Customer"). Customer desires RLI to provide an application hosting service for certain RLI software licensed by Customer ("Hosted Application(s)"), which is installed on servers located within the RLI hosting network and accessed by Customer via the Internet, and RLI desires to provide such application hosting service to Customer pursuant to the terms and conditions found in this Agreement. NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby agreed between the parties as follows:

2. Description of Application Hosting Services ("Hosting Services"). RLI shall provide access to the Hosted Application for those schools in the Customer's district that have purchased Hosting Services from RLI, as evidenced by a Customer purchase order or a quote accepted by Customer ("Order") which shall be deemed to be part of this Agreement. This Agreement solely covers the installation and use of separately licensed applications via the RLI hosting network. No license to use any software is explicitly stated or implied within this Agreement, all software applications must be licensed separately. License terms are contained within each Hosted Application and must be accepted by Customer in each respective application.

3. <u>Access to Hosted Application</u>. Access rights granted to Customer shall be limited to those access rights necessary to use the functions provided in the Hosted Application. RLI reserves the right to restrict or prevent access to: (i) any and all functions that access critical server or system resources; (ii) directly modify the Hosted Application directories or database; or (iii) violate the terms of any Hosted Application software license agreement. RLI will provide Customer with an administrative logon ID and other information necessary to: connect to, access, and, use the Hosted Application.</u>

4. <u>Customer Responsibilities and Acknowledgements.</u> Customer agrees and understands that:

(i) The Hosted Application will be housed at an RLI chosen facility, and will operate on servers determined by RLI;

(ii) Under this Agreement, RLI will only provide the services described in paragraph 2 and 3 above;

(iii) Customer covenants that it will purchase, has purchased, or has otherwise legally obtained licenses for each Hosted Application, and represents to RLI that it has the right and power to enter into this Agreement;

(iv) Customer will only use Hosted Applications in accordance with the software license agreement terms, will not make any Hosted Application available to any third party and, in particular will not allow Accelerated Reader quizzes to be taken from outside Customer's school or district facilities.

(v) Use of computer technology, public utilities and the internet are inherently subject to uncertainties and there can be no assurances that the Hosting Services will be uninterrupted, error-free, virus free, without slow response time, or completely secure; and,

(vi) Nothing in this Agreement shall be construed as granting Customer any additional rights to any Hosted Application, or as modifying any software license agreement.

5. <u>Term, Termination and Renewal.</u> This Agreement shall be effective as of the date of Customer's Order and continue for the period of the Hosting Services purchased. If Customer purchases an additional period of Hosting Services, this Agreement will apply to that subsequent period. Either party may terminate this Agreement upon 60 days written notice to the other party. Customer access to the Hosted Application will be discontinued upon the effective date of termination.

6. <u>Confidentiality.</u> In accordance with FERPA, RLI shall not disclose any personally identifiable student records from the Hosted Application's database to any third party except: (i) if required by law or valid court order, (ii) as directed in writing by Customer or, (iii) as permitted elsewhere in this agreement. RLI and its contractors may use data in the Hosted Application's database: (i) to maintain and improve application performance or functionality, (ii) for general research and, (iii) for other valid purposes. Any contractors of RLI shall be subject to the same obligation of confidentiality as RLI.

Customer will not disclose to any third party any confidential or proprietary information of RLI or any technical information relative to the setup and security of the Hosting Service including but not limited to Hosting Service Internet addresses, passwords, Internet URL's, Virtual Private Network setup and encryption key information, unless such disclosure is approved in writing by RLI.

7. <u>Disclaimer of Warranties</u>. ALL SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED OR PERFORMED ON AN "AS IS" BASIS, AND CUSTOMER USE OF THE SERVICES IS SOLELY AT ITS OWN RISK. CUSTOMER'S EXCLUSIVE REMEDY IS TERMINATION AS SET FORTH IN PARAGRAPH 5 OF THIS AGREEMENT. RLI DOES NOT MAKE, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RLI DOES NOT WARRANT THAT THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, WITHOUT SLOW RESPONSE TIME, OR COMPLETELY SECURE. IN NO EVENT SHALL RLI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES, LOST PROFITS, LOST OR STOLEN DATA, DAMAGES, DELAYS INTERRUPTIONS, OR VIRUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY, RLI'S AGGREGATE LIABILITY TO CUSTOMER (INCLUDING ATTORNEY'S FEES), IF ANY, SHALL NOT EXCEED THE

Please return fax entire document

AMOUNT OF THE FEES PAID TO RLI BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED.

8. Force Majeure. Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, hurricane, tornado, snowstorm, epidemic, accident, explosion, casualty, virus or other malicious software, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, act of terrorism, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control.

9. <u>Miscellaneous</u>. This Agreement supersedes all previous agreements between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors, assigns, subsidiaries, affiliates, and administrators. No modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by both parties. The failure of RLI at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of RLI thereafter to enforce each and every provision thereof in accordance with its terms. Customer may not assign its rights or obligations under this Agreement without the written consent of RLI except that this Agreement may be assigned to a successor and it shall be binding upon the successor. This Agreement is freely assignable by RLI. This Agreement shall be governed by the laws of the state of Florida and the exclusive venue for disputes arising out of or related to this Agreement shall be an appropriate state or federal court located in Florida.

This Agreement is duly executed by the authorized representatives noted below.

RENAISSANCE LEARNING, INC.

Name: Robert R. Case

CUSTOMER

Signature:

Title:	Director Technical Services	

Date: 5/28/20	010	

		110
Signature:	Jary	for

Name: <u>Harry J. La Cava, Ed.D</u>.

Title: <u>Superintendent</u>

Date:	06/08/10	
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707423 – Indian River County School District

Questions on your quote? Please call your Renaissance Learning, Inc. Sales Representative Eric Pokallus, at (866)846-0759

Page 2 of 2



<u>Hosting Services Agreement:</u> This Hosting Services Agreement is effective July 1, 2011 between Performance Matters, LLC ("PMI") a Florida Limited Liability Company located at 1600 Lee Road, Winter Park, FL 32789 and the School District of Indian River County ("CUSTOMER") located at 1990 25th Street, Vero Beach, FL 32960. The purpose of this Agreement is to facilitate access by CUSTOMER employees ("named users") to the Performance Matters' Enterprise Edition ("SERVICE").

<u>Services:</u> PMI shall establish and maintain the SERVICE for use by the CUSTOMER named users. CUSTOMER shall be responsible for providing its own Internet access. The SERVICE shall be capable of operating on a 24 hour-a-day basis, 365 days per year, other than for interruptions due to service maintenance and upgrades, system failure, system back-up and recovery and for causes beyond PMI's reasonable control. Notwithstanding the foregoing, the parties acknowledge that PMI shall only be responsible for providing personnel to address issues with the SERVICE, Monday through Friday, 8:00 a.m. to 5:00 p.m. (Eastern Time), excluding holidays. CUSTOMER and PMI will mutually agree to no more than four CUSTOMER employees who may log support calls with PMI.

<u>Security & Confidentiality</u>: PMI shall adopt, implement and maintain commercially reasonable security measures and procedures (including, firewalls, passwords, encryption, commercially available virus protection, access and use of adequate back-up computer servers, and periodic back-up of data) on a continuing basis. PMI acknowledges that the CUSTOMER data housed on the PMI System is the property of CUSTOMER and PMI agrees not to use such data for any purpose except to the extent necessary to fulfill its obligations under this Agreement. PMI agrees that it shall treat the CUSTOMER data with the same degree of care as it accords its own confidential information of a similar nature.

<u>Fees:</u> In consideration for providing the SERVICE, CUSTOMER shall pay the fees indicated on Attachment A. All such fees shall be payable within 30 days following the invoice date thereof, unless noted otherwise. CUSTOMER acknowledges, understands and agrees that should CUSTOMER fail to pay PMI for any fees due and owing hereunder, PMI has the right, on not less than 30 days' prior written notice, to cease providing the SERVICE and to disable access to the Hosting Web Site or to otherwise withhold the performance of any obligation hereunder. CUSTOMER shall pay all applicable taxes now existing or hereafter imposed, levied or assessed in connection with its use of the SERVICE.

<u>Force Majeure:</u> Neither party shall be responsible for failures or interruptions of communications, facilities or equipment of third parties, labor strikes or slow-downs, shortages of resources or materials, natural disasters, world events, delay or disruption of shipment or delivery, trespasser interference of third parties or similar events or circumstances beyond its reasonable control.

<u>Term:</u> The term of this Agreement shall be from July 1, 2011 through June 30, 2014. This contract will automatically renew on the terms and conditions contained herein for up to three (3) additional, consecutive one (1) year periods unless the parties provide notice of termination 90 days prior to contract term end date. Renewals after the contract end date shall not exceed the current fee by more than 20% per year. Also, notwithstanding the foregoing, the School Board, as a political subdivision, shall have the right in its sole discretion to terminate this Agreement at the end of any one period of time. And, the School Board shall have the right to terminate this Agreement notwithstanding any other provision to the contrary, by giving notice of termination within ninety (90) days after receiving notice from PMI of any increase in the service fee (an increase in the service fee is only authorized after the contract end date.)

Initials	
	PMI

Performance Matters, LLC Confidential Information



Notice of termination shall be in writing delivered by fax, email or certified mail. Service on the School Board of Indian River County is to the Superintendent of Schools; to Performance Matters, LLC to the person signing this agreement. Following termination of the Agreement for any reason, PMI agrees to immediately return all of the School Board's data to the School Board of Indian River County (as directed by the Superintendent of Schools or his/her designee), and shall confirm in writing that all copies of School District data have been delivered back to the School Board of Indian River County. PMI will assist the School Board as reasonably requested in facilitating a transition, so long as School Board pays PMI its hourly rate and expenses for providing transition services requested by the Board. PMI's hourly rates for such service will be consistent with industry standards for the relevant industry of hosting services, software and technology resources.

<u>Enforcement Expenses:</u> In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party all of its reasonable costs of enforcement, including, without limitation, attorney's fees and paralegal fees at the pre-trial, trial and appellate stages.

<u>Limitation of Liability:</u> PMI shall not be liable for special or consequential damages or any business losses to CUSTOMER arising out of the services provided hereunder. The remedy for any loss arising out of PMI's performance or non-performance of its obligations under this Agreement shall be limited either to correction of the non-performing condition or damages limited to a maximum of the amount of the fee paid by CUSTOMER under this Agreement.

<u>Warranty and Disclaimer of Warranties:</u> PMI warrants that Service will operate substantially in conformance with documentation for the Service, which consists of help and tutorial systems provided by PMI to CUSTOMER, as well as related printed documentation. There are no warranties extending beyond the description of the Service in such documentation.

<u>Entire Agreement:</u> This Agreement and the documents referenced herein contain the final, complete, and exclusive expression of the understanding of the parties hereto with respect to the transactions contemplated by this Agreement and supersede any prior or contemporaneous agreement or representation, oral or written, by or between the parties related to the subject matter hereof. This contract may be modified only by written instrument executed by both parties.

The parties below have authorized their respective officers to execute this Agreement.

Performance Matters, LLC

10 once Dielak By:

Authorized Signature

Name: Woody Dillaha

Title: President

Date: June 7, 2011

School District of Indian River County

Bv:

Authorized Signature

Name: <u>Matthew R. McCain</u>

Title:			District	School	Board
	Indian	Rive	r County		
Date:	June	14,	2011		

Performance Matters, LLC Confidential Information



Attachment A: Performance Matters Price Schedule

Year 1: July 1, 2011 thru June 30, 2012 PM Enterprise Edition - **\$60,000.00** Payment due July 31, 2011

Year 2: July 1, 2012 thru June 30, 2013 PM Enterprise Edition - **\$60,000.00** Payment due July 31, 2012

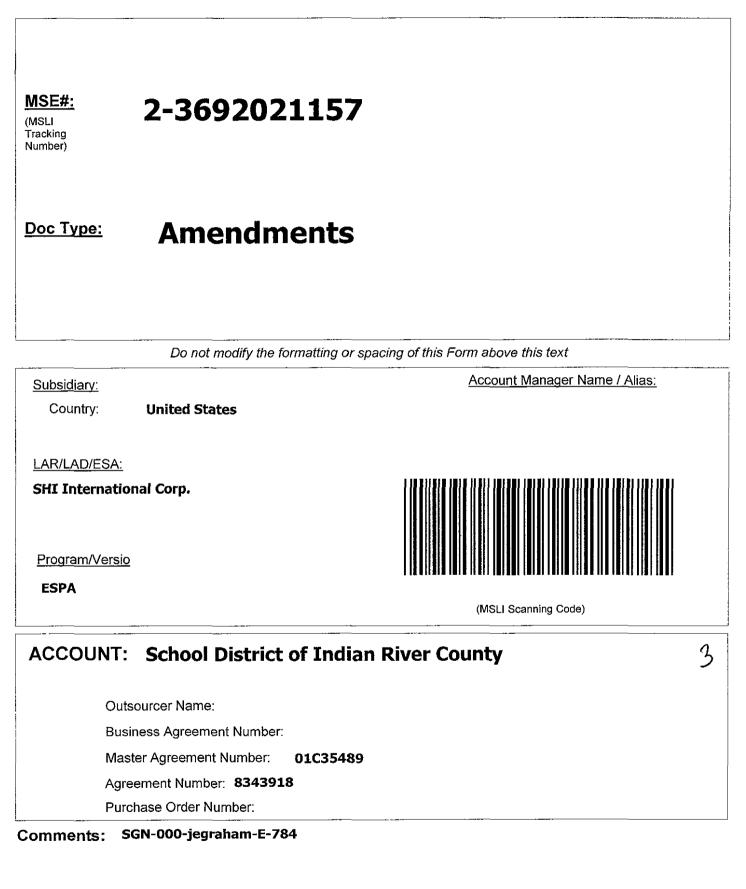
Year 3: July 1, 2013 thru June 30, 2014 PM Enterprise Edition - **\$60,000.00** Payment due July 31, 2013



Performance Matters, LLC Confidential Information This Page Intentionally Left Blank

Microsoft Licensing, GP Document Summary Form

* This is for informational purposes only *



Page 1 of 14

6/14/2011 3:38:08 PM

10/12/2005

Enrollment for Server Platform Academic

Amendment ID CTM

000-jegraham-E-784

1. The parties agree to add the following paragraphs to the first page of the Enrollment for Server Platform Academic ("ESPA"):

The Campus Subscription program gives Institution the right, during the Licensed Period, to have Institution and Institution's Users run Microsoft software during the Licensed Period. Institution's Users must consist of all teachers, staff, administrators, and students who have access to PCs. Institution is not required to count members of the public who access PCs that remain in Institution's open access lab(s) or libraries. Institution may not permit remote access to software installed on open access PCs. Institution may choose to enroll entire Institution, or Institution may enroll only specific departments. Departments must be for educational purposes.

Your students may run software on institution-owned PCs that are generally assigned for **shared** student use. Shared student use may include PCs located in open access labs outside classrooms, PCs shared by more than one student within classrooms, or laptops on mobile carts traveling between classrooms. You may not permit students to run the software on student owned or student leased PCs. You may not distribute software to students for use on student owned PCs unless you order the software as part of a student option (described further in section 4) or a 1 to 1 computing program administered by institution.

- 2. The paragraph titled "Transfers to graduating students" in section 4 of the enrollment is deleted in its entirety.
- 3. The parties to this enrollment acknowledge and agree that the words "Higher Ed Only" are deleted from the list of eligible programs available to educational institutions. The list of programs is shown in section A of the Microsoft Qualified Educational User Definition.

3. How to establish price and place orders.

For products licensed under this Enrollment, Institution's actual prices will be determined by an agreement between Institution and Institution's reseller. Prices for server platform Products are based upon the corresponding CAL products that Institution Licenses.

Institution can place orders through its designated reseller. Unless Institution chooses to step up to a higher Product edition, Institution must include Products selected in this Enrollment with each anniversary order. If there is an increase in Product quantity use Institution must submit an order for all CAL and Server Platform Products used but not accounted for curing the previous Enrollment year. Institution can aggregate Product quantities for Licenses acquired under a previously submitted Enrollment to meet quantity requirements of this Enrollment. Each Enrollment must include a minimum order for 10,000 Users. At a minimum each order must include at least 2,093 Faculty and staff FTE users. Microsoft may refuse to accept an Enrollment if it has a business reason for doing so.

- 4. Delete section 4 "Designate count" in its entirety and replace with the following:
 - a. In recognition of the fact that your faculty/staff and student FTE users will be licensed for the base products for entry to the Enrollment for Server Platform Academic consisting of the Desktop with eCAL and the Core CAL, respectively, Microsoft will allow the total number of users for the Enterprise Server Platform (HCF-00009) and Core Server Platform (HAF-00003) to be broken out as follows:



-*

Total User Count for Enterprise Server Platform Pltfrm (HCF-00009)	
Total number of Faculty FTE to enroll: (Must be sum of faculty and staff)	2,093

Total User Count for Core Server Platform (HAF-00003)	
Total number of student FTE to enroll: (Must be sum of all students)	15,709
	í í

- 5. The effective date of this amendment is June 15, 2011.
- 6. Microsoft will use the price list in effect during March 2011 to invoice your reseller. All final pricing will be determined between you and your reseller.

This amendment must be attached to a signature form to be valid.

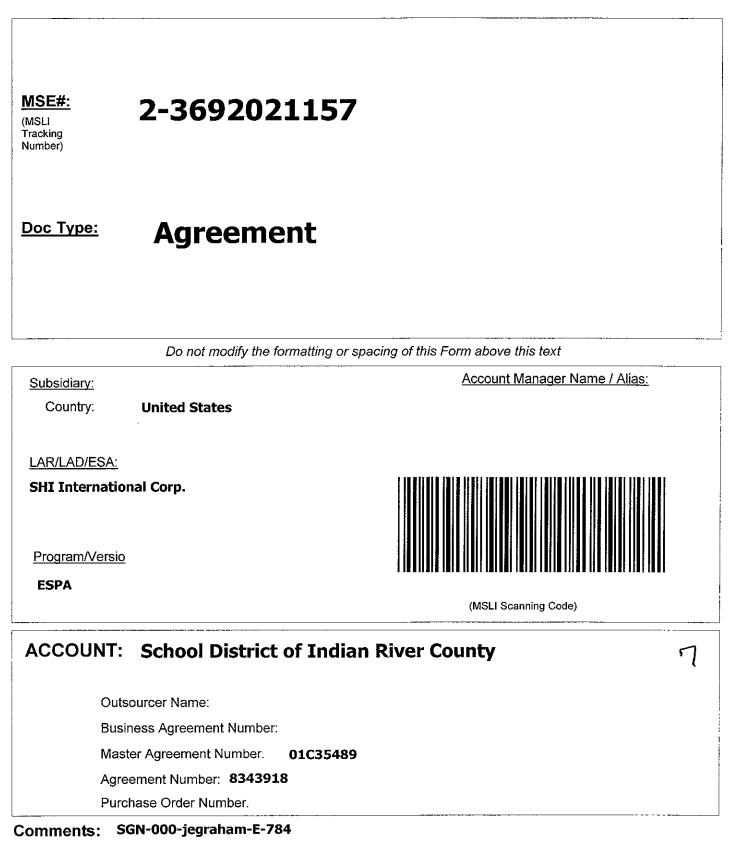
ESPA2009Enr(NA)(ENG)(Feb2010)

Split ESPA users/ lower FTE CTM

BD 2 of 2

Microsoft Licensing, GP Document Summary Form

* This is for informational purposes only *



Microsoft Volume Licensing

Enrollment for Server Platform Academic

Campus & School Agreement number (Microsoft Affiliate or Reseller to complete) Enrollment number (Nicrosoft Affiliate to complete)

01635489 43918

Previous Enrollment Number (if applicable) (Reseller to complete)

This Enrollment must be attached to a signature form to be valid.

Designate whether you are a Campus or School customer below (Please select only one of the following two options):

	57	
School Agreement Customer		Campus Agreement Customer

This Enrollment for Server Platform Academic ("Enrollment") is entered into between the entities as of the effective date identified in the signature form. Institution represents and warrants that it is the same customer, that entered into the Campus and School Agreement ("Agreement") Identified on the signature form,

This Enrollment consists of (1) this document, (2) the terms of the Agreement, and any (3) supplemental contact information form:

This Enrollment sets out the supplemental terms and conditions that govern the program and Product(s) licensed under it. The terms and conditions in this Enrollment supersede any conflicting terms and JE JE (A) conditions in the Agreement. . M

Non-exclusivity. This Enrollment is non-exclusive. Nothing contained in it requires Institution to license, use, or promote Microsoft software or services exclusively. Institution may enter into agreements with other parties to license, use, or promote non-Microsoft software or services.

All terms used but not defined in this Enrollment "can be obtained from Definitions. http://www.microsoft.com/licensing/contracts.

1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The * indicates required fields. Microsoft may disclose contact information as necessary to administer this Enrollment.

a. Primary contact information. The Institution signing this Enrollment must identify an individual from inside its organization to serve as the primary contact. This contact is also the default online administrator for this Enrollment and will receive all notices unless Institution provides Microsoft written notice of a change. The online administrator may appoint other administrators and grant others access to online information.

Name of entity (must be legal entity name)* School D strict of Indian River County Contact name*: First Ralph Last Starr Contact email* ralph.starr@indianriverschools.org Street address* 1990 25th Street City* Vero BeachState/Province* FL Postal code* 32960 Country* US

ESPA2009Enr(NA)(ENG)(Feb2010)

Page 1 of 6 Document X20-00403

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Phone* (772) 564-5050 Fax (772) 564-3034 Táx ID

b. Notices and online access contact information. Complete this only if Institution wants to designate a notices and online contact different than the primary contact. This contact will become the default online administrator for this Enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

 Same as primary contact

 Name of entity*

 Contact name*: First
 Last

 Contact email address*

 Street address*

 City*
 State/Province*

 Postal code*

 Country*

 Phone*
 Fax

 This contact is a third party (not the Institution)
 Warning: This contact receives personally identifiable information of the Institution.

c. Online services administrator. This person will receive communications concerning registration for online services ordered under this Enrollment.

Name of entity* School District & Indian River County Contact name*: First Righ Last Starr Contact email address* Milph, Starr Dindian river schools Org Street address*/990 25: Mistreet City* V Bouch State/Province*FL Postal code* 36:960 Country*USA Phone*72: Fax 792-564-3034 564-5050

- d. Language preference. Select the language for notices. English
- e. Microsoft account manager. Provide the Microsoft account manager contact for this Institution.
- Microsoft account manager name: Charlene Volker Microsoft account manager Email address: cvolker@microsoft.com
 - f. Reseller information

Company name* SHI Information of Company name* SHI Information (AP Street address PO boxes will not be accepted)* 33 Knightsbridge Road City* Piscataway State/Province* NJ Postal code* 08854 Country* US A Contact name* Caut In Matter Stor

Phone*885-767-89 Fax 888-764-8889 Contact email address* Msterm DSh. ion

The undersigned confirms that the information is correct

Name of Reseller SHI !. Harnetine Cap	
Printed name* Cartlin Markowsky Printed title* Lusing Specialest	
Date* 6/3///	

ESPA2009Enr(NA)(ENG)(Feb2010)

Page 2 of 6 Document X20-00403

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with one another, Institution must choose a replacement. If Institution intends to change the Reseller, it must notify Microsoft and the former Reseller in writing on a form provided at least 30 days prior to the date on which the change is to take effect. The change will take effect 30 days from the date of Institution's signature.

g. Distributor information (if applicable)

Distributor company name* Street address (PO boxes will not be accepted)* City State/Province* Postal code* Country* Contact name* Phone* Fax Contact email address*

2. How the Enrollment for Server Platform Academic offering works.

This Enrollment allows Institution to run unlimited instances of certain Microsoft server Products. In order to qualify Institution, for the entire duration of this Enrollment, must license for all Users (1) at least one of three CAL Product offerings (i.e. SQL CAL, Core CAL, or Enterprise CAL) either under this Enrollment or via another active enrollment submitted under the Agreement, and (2) the corresponding Server Platform Product(s) that compliments Institution's CAL Product selection(s) (i.e. SQL Server Platform Academic, Core Server Platform Academic, and Enterprise Server Platform Academic. Institution can run unlimited instances of any available edition of server Products that form part of the selected server platform product.

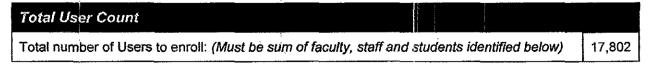
3. How to establish price and place orders.

For products licensed under this Enrollment, Institution's actual prices will be determined by an agreement between Institution and Institution's reseller. Prices for server platform Products are based upon the corresponding CAL products that Institution Licenses

Institution can place orders through its designated reseller. Unless Institution chooses to step up to a higher Product edition, Institution must include Products selected in this Enrollment with each anniversary order. If there is an increase in Product quantity use Institution must submit an order for all CAL and Server Platform Products used but not accounted for during the previous Enrollment year. Institution can aggregate Product quantities for Licenses acquired under a previously submitted Enrollment to meet quantity requirements of this Enrollment. Each Enrollment must include a minimum order for 10,000 Users. At a minimum each order must include at least 3000 Faculty and staff FTE users. Microsoft may refuse to accept an Enrollment if it has a business reason for doing so.

4. Designate count.

By completing this Enrollment Institution represents and warrants that it has accurately identified all of Institution's Users as required below. For all CAL and Server Platform Products selected Institution must place an order for the total number of faculty staff and students Users.



Institution must identify and enroll all faculty and staff Users for the Products selected under this Enrollment. Institution's initial order for Products not identified in the section entitled "Product selection" must be equal to the number shown in the table below.

ESPA2009Enr(NA)(ENG)(Feb2010)

Page 3 of 6 Document X20-00403

Faculty and staff FTE count	
Total Faculty and Staff FTE Count	2093 ·
	······································

Institution must identify and enroll all full time equivalent (FTE) students. This gives Institution's students the right to run software on their own PCs or Institution-owned PCs that are assigned for individual, dedicated student use. Institution's initial order for Products not identified in the section of this Enrollment entitled "Product selection" must be equal to the number shown in the table below.

Student FTE count			
Total students Count:	 	15,70	9

Transfers to graduating students: Products licensed under this Enrollment cannot be transferred to graduating students. For Products not included in the Product selection section of this Enrollment, Institution may at any time during the Licensed Period transfer the right to run the software to a graduating student, upon such student's graduation from Institution. Institution must provide each graduating student with a student license confirmation. In addition, Institution must secure from all such graduating students their acceptance of the terms of the student license confirmation. Upon acceptance of such terms, their right to run the software identified in the license confirmation becomes perpetual.

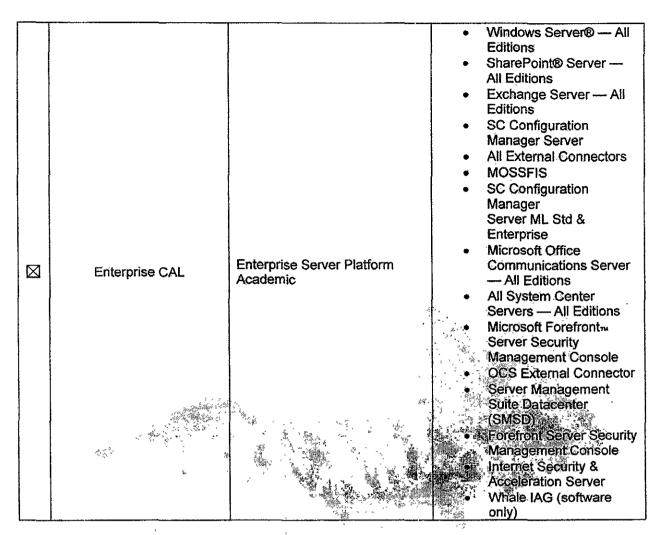
5. Product selection

Institution must select one or more CAL and Server Platform License combination isled below. Institution must designate the Product selection for all faculty, staff and student Users in the table below. The use rights of Core Server Platform, Enterprise Server Platform and the SQL Server Platform are inherited from the component server Products listed in table below or their successor products (as applicable).

		Product Selection	2 · · · · · · · · · · · · · · · · · · ·
	Step 1: Select CAL Product	Step 2: Select Server Platform Product	Step 3: Product(s) available for Unlimited Deployment
D [°]	SQL Server CAL	SQL Server Platform Academic	Unlimited rights for SQL server Unlimited rights for BizTalk server
Ø	Core CAL	Core Server Platform Academic	 Windows Server® — All Editions SharePoint® Server — All Editions Exchange Server — All Editions SC Configuration Manager Server All External Connectors MOSSFIS SC Configuration Manager Server ML Std & Enterprise

ESPA2009Enr(NA)(ENG)(Feb2010)

Page 4 of 6 Document X20-00403



Core CAL and Core Server Platform Academic can also be selected via the following combination of products:

Core CAL through Desktop Platform and Desktop Option for Core Server Platform Academic

Enterprise CAL and Enterprise Server Platform Academic can also be selected via any one of the following combination of products:

- Core CAL and E-CAL Step Up and Enterprise Server Platform Academic Step Up
- Enterprise Desktop Platform and Desktop Option for Enterprise Server Platform Academic
- Desktop Platform and E-CAL Step Up and Desktop Step Up for Enterprise Server Platform Academic

6. Buy-out options.

Buy-out terms described in the Agreement are applicable to Products licensed under this Enrollment. However, notwithstanding anything to the contrary in the Agreement, there is no buy-out option for SQL Server Platform, Core Server Platform and Enterprise Server Products. If institution decides to not renew this Enrollment at end of term, Institution can (1) uninstall server software that form part of the Platform Products and (2) license server Products through a standard enrollment.

ESPA2009Enr(NA)(ENG)(Feb2010)

Page 5 of 6 Document X20-00403

Page 9 of 14

7. Transferring Licenses.

Institution is prohibited from transferring Licenses acquired under this Enrollment.

8. Licensed period.

Please select only one of the following two options:

	One Year Licensed Period		Three Year Licensed Period	• •
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This Enrollment will remain in effect during the Licensed Period. The Licensed Period begins on the date of Microsoft's email to Institution confirming Microsoft's acceptance of this Enrollment and expires after 12 - full calendar months for a one-year Licensed Period, or 36 full calendar months for a three-year Licensed Period, unless earlier terminated or extended (as applicable) as provided in the agreement.

As stated in the Agreement, one-year Licensed Periods may be extended by placing an extension order. The terms of Institution's Agreement and Enrollment will govern any extensions of a one-year Licensed Period.

In the event Institution acquired CAL and Server Platform licerses from a previous enrollment, the expiration date of this Enrollment will coincide with the previously submitted enrollment.

9. Qualifying systems Licenses.

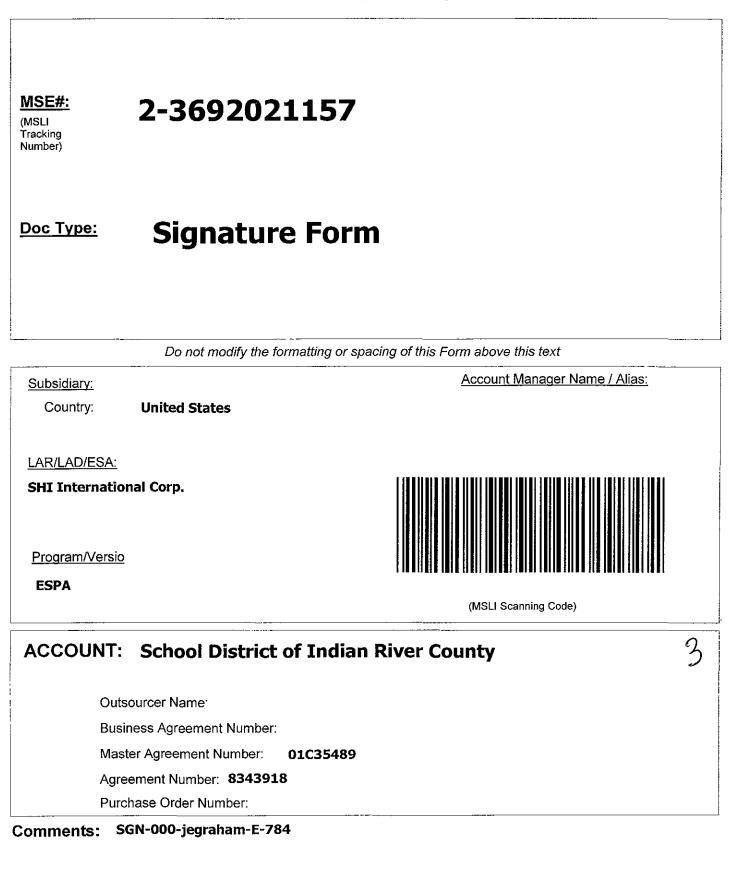
All operating system licenses provided under this program are upgrade Licenses -No full operating system licenses are available under this program.

Therefore, all qualified desktops on which institution will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at http://www.microsoft.com/licensing/contracts.

ESPA2009Enr(NA)(ENG)(Feb2010)

Microsoft Licensing, GP Document Summary Form

* This is for informational purposes only *



Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	· · · · · · · · · · · · · · · · · · ·
Agreement number	01635489
Note: Enter the applicable a with the documents below, associated active number be below as new.	Microsoft requires the

SGN-000-jegraham-E-784

For the ourposes of this form, "Customer" can mean the signing entity. Enrolled Affiliate, Government Parmer, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Campus and School Agreement	X20-00397
<choose agreement=""></choose>	Document Number or Code
<choose agreement=""></choose>	Document Number or Code
<choose agreement=""></choose>	Document Number or Code
<choose agreement=""></choose>	Document Number or Code
<choose affiliate="" enrollment="" form="" registration=""></choose>	Document Number or Code
<choose affiliate="" enrollment="" form="" registration=""></choose>	Document Number or Code
<choose affiliate="" enrollment="" form="" registration=""></choose>	Document Number or Code
<choose affiliate="" enrollment="" form="" registration=""></choose>	Document Number or Code
Enrollment for Server Platform Academic	X20-00403
Amendment	CTM (NEW)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	Microsoft Affiliate
Name of Entity (must be legal entity name) * School District of Indian River County	Microsoft Licensing, GP
Signature Math	Signature
Printed Name * Matthew R. McCain Printed Title * Chairman of District School Board	Printed Name Ellen C Ellen O'Rourke Printed Title Contract Acor Contract Administrate
Signature Date * June 1, 2011	Signature Date (date Microsoft Affiliate countersigned UN 1 4 2011

ProgramSignForm(MSSign)(NA)(ENG)(Oct2010)

Page 1 of 2

Tax ID	Effective Date 6-15-11
	(may be different than Microsoft's signature date)

* indicates required field

Optional 2nd Customer signature or Outsourcer Signature (*if applicable*)

Customer	r	Outsourcer
Name of Entity (must be leg	al entity name) * Na	me of Entity (must be legal entity name) *
	•	
Signature *	\$i	gnature *
Printed Name *	Pr	inted Name _c *
Printed Title *	, Pr	inted Title *
Signature Date *	Si	gnature Date *

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP

Dept. 551, Volume Licensing 6100 Neil Road, Suite 210 Reno, Nevada 89511-1137 USA

Prepared By: Lorraine Kennedy

ProgramSignForm(MSSign)(NA)(ENG)(Oct2010)

Page 13 of 14

Page 2 of 2 Consent M - 6/12/2012 This Page Intentionally Left Blank

Quote Number: 6233937 Quote Issued: 04/25/2012 Quote Expires: 06/30/2012 RENEWAL QUOTE SUMMARY Page: 1 of 21

Bill To:

INDIAN RIVER CO BOE 1990 25TH ST VERO BEACH, FL 32960

ATTENTION LIBRARIAN OR TECHNOLOGY COORDINATOR NOTICE OF PAYMENT DUE - FOLLETT SOFTWARE COMPANY

INDIAN RIVER CO BOE - 0989910 ()

Your Annual Follett Software Service and/or Support Agreement(s) will expire soon. The attached page(s) includes an itemized list (by site) of Support, EMA and/or Online services, with each item expiration date, that require renewal

Sub Total For All:	\$26207.10
Multi-Product Discount:	(\$54.35)
MultiSite/Quantity Discount:	(\$5.49)

\$26147.26 Total: (Please add all applicable Taxes) Currency: USD

To renew your Support and/or Online Agreement(s), please send the following information:

- Purchase Order or Check (please reference Quote #)
- Copy of this page (Renewal Quote Summary)Copy of your Tax Exemption Certificate, if applicable.

- If tax liable, please calculate and add applicable sales tax to your Purchase Order/payment.

Mail Payment (check)	Mail Purchase Order
Follett Software Company	Attn: Order Fulfillment
91826 Collection Center Drive	Follett Software Company
Chicago, IL 60693	1391 Corporate Drive
	McHenry, IL 60050
	Fax: 800-807-3623 or 815-344-8774

For Questions regarding this quote please call:

Customer Service 7:00am-6:00pm CT 800-323-3397(US/CAN) 815-344-8700

Quot	te Number: 6233937 te Issued: 04/25/2012 te Expires: 06/30/2012		RENEWAL QUO Page:	
	ATTENTION LIBRARIAN OR TE NOTICE OF PAYMENT DUE - FOLT	•••••••••••••••••••••••••••••••••••••••		
INI	DIAN RIVER CO BOE - 0989910 ()			
335	ACHLAND ELEM SCH – 0989901 () 50 INDIAN RVR DR E RO BEACH, FL 32963			
Item	Description	Current New Exp Date Exp Date		Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611391	06-30-12 06-30-13 10 12Mth(s)		\$675.00
67051P	RPS ONLINE FOR AR / RC RENEWAL - D Ref# 7345903	06-30-12 06-30-13 10 12Mth(s)	\$299.00	\$299.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611450	06-30-12 06-30-13 10 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700987	06-30-12 06-30-13 10 12Mth(s)	\$397.80	\$397.80

\$1548.68

Quo	te Number: 6233937 te Issued: 04/25/2012 te Expires: 06/30/2012		RENEWAL QUO Page:	
	ATTENTION LIBRARIAN OR TENNOTICE OF PAYMENT DUE - FOL			
IN	DIAN RIVER CO BOE - 0989910 ()			
27	TRUS ELEM SCH – 0989908 () 71 4TH ST RO BEACH, FL 32968			
	Description	Current New Exp Date Exp Date	Price	Discount Price
 73145P	DESTINY DISTRICT MEMBER LIBRARY LI			
	Ref# 6611390	06-30-12 06-30-13 1@ 12Mth(s)	\$675.00	\$675.00
67058P		10 12Mth(s)		\$675.00 \$176.88

\$1249.68

Quote Number: 62 Quote Issued: 04/25 Quote Expires: 06/30	/2012		RENEWAL QUO Page:	
	•••• ====•••••••••••••	CHNOLOGY COORDINATOR LETT SOFTWARE COMPAN		
INDIAN RIVER CO BOE	- 0989910 ()			
DODGERTOWN ELEM SCH 4350 43RD AVE VERO BEACH, FL 3296				
Item Description		Current New Exp Date Exp Date	Price	Discount Price
				11100
73145P DESTINY DISTRICT Ref# 6611389	MEMBER LIBRARY LI	06-30-12 06-30-13 10 12Mth(s)	\$675.00	
		10 12Mth(s)	\$675.00 \$176.88	\$675.00

\$1249.68

Quo	te Number: 6233937 te Issued: 04/25/2012 te Expires: 06/30/2012		RENEWAL QUC Page:	
	ATTENTION LIBRARIAN OR TEC NOTICE OF PAYMENT DUE - FOLI		Y	
IN	DIAN RIVER CO BOE - 0989910 ()			
50	LLSMERE ELEM SCH - 0914375 () N CYPRESS ST LLSMERE, FL 32948			
Item	Description	Current New		Discount
	Description	Exp Date Exp Date	Price	Price
 73145P	DESCRIPTION DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611388			Price \$675.00
	DESTINY DISTRICT MEMBER LIBRARY LI	06-30-12 06-30-13 10 12Mth(s)	\$675.00	\$675.00

\$1249.68

Quote Number: 6233937 Quote Issued: 04/25/2012 Quote Expires: 06/30/2012			OTE SUMMARY 6 of 21
ATTENTION LIBRARIAN OR T NOTICE OF PAYMENT DUE - FO			
INDIAN RIVER CO BOE - 0989910 ()			
FRESHMAN LRNG CTR - 0990182 () 1507 19TH ST VERO BEACH, FL 32960			
Item Description	Current New Exp Date Exp Date		Discount Price
73145P DESTINY DISTRICT MEMBER LIBRARY L Ref# 6611392	I 06-30-12 06-30-13 1@ 12Mth(s)	\$675.00	\$675.00
73144P DESTINY DISTRICT MEMBER TEXTBOOK Ref# 20007429	L 04-04-13 06-30-13 1@ 2Mth(s)	\$66.50	\$66.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL Ref# 6611456	- 06-30-12 06-30-13 1@ 12Mth(s)	\$176.88	\$176.88
67055P WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700986	06-30-12 06-30-13 1@ 12Mth(s)	\$397.80	\$397.80

\$1316.18

Quot	ce Number: 6233937 ce Issued: 04/25/2012 ce Expires: 06/30/2012		RENEWAL QUO Page:	
	ATTENTION LIBRARIAN OR TEC NOTICE OF PAYMENT DUE - FOLI		Y	
INI	DIAN RIVER CO BOE - 0989910 ()			
453	FFORD MDL SCH – 0989904 () 30 28th Ct Ro BEACH, FL 32967			
Item	Description	Current New Exp Date Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611379	06-30-12 06-30-13 10 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL -		\$176.88	\$176.88
	Ref# 6611455	10 12Mth(s)		

\$1249.68

Quo	te Number: 6233937 te Issued: 04/25/2012 te Expires: 06/30/2012		RENEWAL QUO Page:	
	ATTENTION LIBRARIAN OR TE NOTICE OF PAYMENT DUE - FOL		Y	
IN	INDIAN RIVER CO BOE - 0989910 ()			
49	ENDALE ELEM SCH – 0902689 () 40 8TH ST RO BEACH, FL 32968			
Item	Description	Current New Exp Date Exp Date	Price	Discount Price
		Exp Date Exp Date	Price 	Price
 73145P	Description DESTINY DISTRICT MEMBER LIBRARY LI	Exp Date Exp Date 	\$675.00	Price

\$1249.68

Quo	te Number: 6233937 te Issued: 04/25/2012 te Expires: 06/30/2012		RENEWAL QUC Page:	
	ATTENTION LIBRARIAN OR TEC NOTICE OF PAYMENT DUE - FOLI			
IN	DIAN RIVER CO BOE - 0989910 ()			
50	GHLANDS ELEM SCH – 0902671 () 0 20TH ST SW RO BEACH, FL 32962			
Item	Description	Current New Exp Date Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611381	06-30-12 06-30-13 10 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611446	06-30-12 06-30-13 10 12Mth(s)	\$176.88	\$176.88

\$1249.68

Quo	te Number: 6233937 te Issued: 04/25/2012 te Expires: 06/30/2012		RENEWAL QUC Page:	
	ATTENTION LIBRARIAN OR TEC NOTICE OF PAYMENT DUE - FOLI			
IN	DIAN RIVER CO BOE - 0989910 ()			
89	BERTY MAGNET SCH – 0904420 () 55 85TH ST BASTIAN, FL 32958			
Item	Description	Current New Exp Date Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611397	06-30-12 06-30-13 10 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611445	06-30-12 06-30-13 10 12Mth(s)	\$176.88	\$176.88

\$1249.68

Quo	te Number: 6233937 te Issued: 04/25/2012 te Expires: 06/30/2012		RENEWAL QUO Page:	
	ATTENTION LIBRARIAN OR TE NOTICE OF PAYMENT DUE - FOL			
IN	DIAN RIVER CO BOE - 0989910 ()			
66	CEOLA MAGNET SCH – 0989920 () 5 20TH ST RO BEACH, FL 32960			
Item	Description	Current New Exp Date Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611382	06-30-12 06-30-13 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611444	06-30-12 06-30-13 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL – DESTINY Ref# 6700979	06-30-12 06-30-13 1@ 12Mth(s)	\$397.80	\$397.80

\$1249.68

Quot	te Number: 6233937 te Issued: 04/25/2012 te Expires: 06/30/2012		RENEWAL QUO Page:	
	ATTENTION LIBRARIAN OR TENNOTICE OF PAYMENT DUE - FOL			
INI	DIAN RIVER CO BOE - 0989910 ()			
480	LO MDL SCH – 0903414 () D 20TH AVE SW RO BEACH, FL 32962			
	Description	Current New Exp Date Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611396	06-30-12 06-30-13 10 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611443	06-30-12 06-30-13 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700980	06-30-12 06-30-13 10 12Mth(s)	\$397.80	\$397.80

\$1249.68

Quote Number: 6233937 Quote Issued: 04/25/2012 Quote Expires: 06/30/2012		RENEWAL QUO Page:	
ATTENTION LIBRARIAN OR NOTICE OF PAYMENT DUE - F			
INDIAN RIVER CO BOE - 0989910 ()			
PELICAN ISLAND ELEM SCH - 0900869 (1355 SCHUMANN DR SEBASTIAN, FL 32958)		
Item Description	Current New Exp Date Exp Date	Price	Discount Price
73145P DESTINY DISTRICT MEMBER LIBRARY Ref# 6611383	LI 06-30-12 06-30-13 10 12Mth(s)	\$675.00	\$675.00
67058P TITLEPEEK ONLINE SERVICE RENEWAL Ref# 6611442	- 06-30-12 06-30-13 1@ 12Mth(s)	\$176.88	\$176.88
67055P WEBPATH EXPRESS RENEWAL - DESTIN Ref# 6700981	Y 06-30-12 06-30-13 1@ 12Mth(s)	\$397.80	\$397.80

\$1249.68

Quo	te Number: 6233937 te Issued: 04/25/2012 te Expires: 06/30/2012		RENEWAL QUO Page:	
	ATTENTION LIBRARIAN OR TENNOTICE OF PAYMENT DUE - FOL			
INDIAN RIVER CO BOE - 0989910 ()				
38	SEWOOD ELEM SCH – 0900868 () 50 16TH ST RO BEACH, FL 32960			
	Description	Current New Exp Date Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611395	06-30-12 06-30-13 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611441	06-30-12 06-30-13 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700982	06-30-12 06-30-13 1@ 12Mth(s)	\$397.80	\$397.80

\$1249.68

Quo	te Number: 6233937 te Issued: 04/25/2012 te Expires: 06/30/2012		RENEWAL QUO Page:	
	ATTENTION LIBRARIAN OR TE NOTICE OF PAYMENT DUE - FOL			
IN	DIAN RIVER CO BOE - 0989910 ()			
40	BASTIAN ELEM SCH – 0902577 () 0 CO RD 512 BASTIAN, FL 32958			
Item	Description	Current New Exp Date Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611384	06-30-12 06-30-13 10 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611454	06-30-12 06-30-13 10 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700983	06-30-12 06-30-13 10 12Mth(s)	\$397.80	\$397.80

\$1249.68

Quote Number: 6233937 Quote Issued: 04/25/2012 Quote Expires: 06/30/2012			DTE SUMMARY 16 of 21
ATTENTION LIBRARIAN OF NOTICE OF PAYMENT DUE -	R TECHNOLOGY COORDINATOR FOLLETT SOFTWARE COMPAN		
INDIAN RIVER CO BOE - 0989910 ()			
SEBASTIAN RIVER MDL SCH – 0971410 9400 CO RD 512 SEBASTIAN, FL 32958	()		
Item Description	Current New Exp Date Exp Date	Price	Discount Price
73145P DESTINY DISTRICT MEMBER LIBRARY Ref# 6611394	LI 06-30-12 06-30-13 10 12Mth(s)	\$675.00	\$675.00
67051P RPS ONLINE FOR AR / RC RENEWAL Ref# 7320233	- D 06-30-12 06-30-13 1@ 12Mth(s)	\$299.00	\$299.00
67058P TITLEPEEK ONLINE SERVICE RENEWA Ref# 6611453	AL - 06-30-12 06-30-13 10 12Mth(s)	\$176.88	\$176.88
67055P WEBPATH EXPRESS RENEWAL - DEST Ref# 6700975	INY 06-30-12 06-30-13 1@ 12Mth(s)	\$397.80	\$397.80

\$1548.68

Quote Number: 6233937 Quote Issued: 04/25/2012 Quote Expires: 06/30/2012		RENEWAL QUO Page:	
ATTENTION LIBRARIAN OR NOTICE OF PAYMENT DUE - F			
INDIAN RIVER CO BOE - 0989910 ()			
SEBASTIAN RVR HIGH SCH - 0903508 () 9001 90TH AVE SEBASTIAN, FL 32958			
Item Description	Current New Exp Date Exp Date	Price	Discount Price
73145P DESTINY DISTRICT MEMBER LIBRARY Ref# 6611385	LI 06-30-12 06-30-13 10 12Mth(s)	\$675.00	\$675.00
67058P TITLEPEEK ONLINE SERVICE RENEWAL Ref# 6611452	- 06-30-12 06-30-13 1@ 12Mth(s)	\$176.88	\$176.88
67055P WEBPATH EXPRESS RENEWAL - DESTIN Ref# 6700988	Y 06-30-12 06-30-13 1@ 12Mth(s)	\$397.80	\$397.80

\$1249.68

Quo	te Number: 6233937 te Issued: 04/25/2012 te Expires: 06/30/2012		RENEWAL QU(Page:	DTE SUMMARY 18 of 21
	ATTENTION LIBRARIAN OR TE NOTICE OF PAYMENT DUE - FOL			
IN	DIAN RIVER CO BOE - 0989910 ()			
64	ORM GROVE MDL SCH – 0905362 () 00 57TH ST RO BEACH, FL 32967			
	Description	Current New Exp Date Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 7608461	06-30-12 06-30-13 10 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 7608464	06-30-12 06-30-13 10 12Mth(s)	\$176.88	\$176.88
67055P		06-30-12 06-30-13		

\$1249.68

Quote Number: 6233937 Quote Issued: 04/25/2012 Quote Expires: 06/30/2012		RENEWAL QUO Page:	DTE SUMMARY 19 of 21
ATTENTION LIBRARIAN OR T NOTICE OF PAYMENT DUE - FO	ECHNOLOGY COORDINATOR LLETT SOFTWARE COMPAN		
INDIAN RIVER CO BOE - 0989910 ()			
TREASURE COAST ELEM SCH – 0904890 () 8955 85TH ST SEBASTIAN, FL 32958			
Item Description	Current New Exp Date Exp Date	Price	Discount Price
73145P DESTINY DISTRICT MEMBER LIBRARY I Ref# 6822106	I 06-30-12 06-30-13 1@ 12Mth(s)	\$675.00	\$675.00
67058P TITLEPEEK ONLINE SERVICE RENEWAL Ref# 6822150	- 06-30-12 06-30-13 1@ 12Mth(s)	\$176.88	\$176.88
67055P WEBPATH EXPRESS RENEWAL - DESTINY Ref# 7476671	06-30-12 06-30-13 1@ 12Mth(s)	\$397.80	\$397.80

\$1249.68

Quo	te Number: 6233937 te Issued: 04/25/2012 te Expires: 06/30/2012		RENEWAL QUO Page:	
	ATTENTION LIBRARIAN OR TENNOTICE OF PAYMENT DUE - FOL			
IN	DIAN RIVER CO BOE - 0989910 ()			
17	RO BCH ELEM SCH – 0900870 () 70 12TH ST RO BEACH, FL 32960			
	Description	Current New Exp Date Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611386	06-30-12 06-30-13 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611449	06-30-12 06-30-13 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL – DESTINY Ref# 6700990	06-30-12 06-30-13 1@ 12Mth(s)	\$397.80	\$397.80

\$1249.68

Quo	te Number: 6233937 te Issued: 04/25/2012 te Expires: 06/30/2012		RENEWAL QUC Page:	
	ATTENTION LIBRARIAN OR TEC NOTICE OF PAYMENT DUE - FOLI		Y	
IN	DIAN RIVER CO BOE - 0989910 ()			
17	RO BCH SR HIGH SCH - 0990175 () 07 16TH ST RO BEACH, FL 32960			
	Description	Current New Exp Date Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611387	06-30-12 06-30-13 10 12Mth(s)	\$675.00	\$675.00
73144P	DESTINY DISTRICT MEMBER TEXTBOOK L Ref# 12344160	06-30-12 06-30-13 1@ 12Mth(s)	\$549.00	\$489.16
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611448	06-30-12 06-30-13 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700991	06-30-12 06-30-13 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1738.84

Applied Discount(s)	
Multi-Product Discount	(\$54.35)
MultiSite/Quantity Discount	(\$5.49)



Destiny™ Library Manager Agreement School District of Indian River County Vero Beach, FL

June 7, 2005

This Destiny Library Manager Agreement, which includes the attached Additional Terms, Statement of Work and schedules (collectively, "Agreement"), governs your purchase and licensing of Follett's Destiny™ Library Manager solution. The Destiny™ Library Manager solution provides a centralized library management solution that includes a Destiny[™] Library Manager application software license, data processing and conversion services, system installation, project management support, and training for your District.

The prices and terms in this Agreement are **confidential**. They will be held open and valid for a period of sixty (60) days from the date first stated above. In addition, you must schedule installation and training to occur within ninety (90) days of the date you execute this Agreement or the prices and terms will be subject to change. These prices do not include sales tax or shipping charges and are based on the number of sites within the District stated below.

Destir Includ	ny [™] Library Manager Solution Initial Fee	\$92,372
	es. are License:	
×	Library Management (for 19 schools)	
AA	Online Documentation and Help Online Access to over 7 million MARC records	
	Onnite Access to over 7 minion MARC records	
Implen	nentation Services:	
~	Project Management: includes a central point of contact during the implementation of the Destiny Library Manager Solution.	
>	Centralized System Integration: includes onsite installation and configuration of Destiny Library Manager software and initial data load	
>	Technology Training: includes one day of Destiny Library Manager technology training for up to five district technology staff members	
×	Centralized Application Training: includes three days of product functionality training for up to ten district library staff members	
Data S	ervices:	
>	MARC21 Data Enhancement and Custom Cleanup for 19 schools	
Additie	onal Services:	
>	TitlePeek™ District Subscription for 19 schools	
Trainir ≻	ng Services: Site-based End-User Application Training (2 days): for up to 20 attendees	

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Annual Licensing	\$17,449
Product Updates during the year	
Online Access to MARC records	
District Technical Support includes:	
> Toll free telephone technical support for Follett Trained resource	s
> 24/7 Access to FollettCare online knowledge base	
Unlimited email support	
Access to recorded web-based training	
Additional Services:	
➤ TitlePeek™ District Subscription for 19 schools	

*You must have paid or pay for all prior years' fees in order to receive updates.

By signing below, you represent that you have read the terms of this Agreement, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.

D Agreed to: School District's Authorized Representative

6-27-05 Date

initialed by District initialed by Follett

Additional Terms

1. Nature of the Transaction. Follett Software Company ("Follett") agrees to sell and license to the School District first named in this Agreement ("Customer"), and Customer agrees to purchase and license from Follett, the products and services listed in this Agreement (collectively referred to as the "Destiny Solution" or "Solution").

2. License. Upon completion of delivery and installation of the Solution, Customer will be licensed to use the Destiny[™] software (the "Software") according to the Follett Software Company Product Licensing Terms incorporated into this Agreement by reference and available at http://www.fsc.follett.com/destiny/licenseagreement.

3. Services. Software Implementation Support, Project Management and Software Maintenance and Support purchased under this Agreement are set forth in detail, including Customer's obligations in receiving the services, under the Statement of Work attached to and incorporated into this Agreement as Schedule A (the "SOW"). Customer will receive, at no additional cost, any corrections, enhancements, updates or other modifications to the Software to the extent they are made generally available to Follett's customers, provided Customer has continuously maintained and paid for Support and Maintenance or makes payment to become current on continuous Support and Maintenance.

4. **Delivery.** The Software and equipment purchased hereunder will be delivered within 30-60 days from the date of Customer's execution of this Agreement. Follett will arrange for packing, insurance, shipment and delivery to the location designated by Customer. Customer will be charged for the cost of shipping and the FOB point shall be the Customers place of business.

5. **Payment.** Customer will make payments for the quoted price of the Solution according to the Payment Schedule in Schedule B attached to and incorporated into this Agreement.

6. Additional Hardware and Software Required. This Agreement does not include the cost or purchase of a central server and workstation hardware required for operating the Destiny[™] Solution. Customer will need to obtain at its own expense Microsoft SQL Server 2000 and Microsoft JDBC Driver for SQL Server 2000. For information regarding these requirements, Customer may contact its Follett Automation Consultant.

7. Limited Warranties. Follett warrants, for the benefit of Customer only, that the third party equipment purchased under this Agreement will conform in all material respects to the specifications supplied by the manufacturer and shall be free of material defects. Follett's sole obligation and Customer's exclusive remedy for any defect or nonconformity in the equipment will be Follett's cooperation with Customer to provide it with the benefit of any warranty and support commitment of the third-party manufacturers and suppliers of the equipment. Follett warrants that the services provided under the attached SOW will be performed using generally accepted industry standards and practices and in compliance with all applicable state, federal, municipal or local educational institution codes. Follett's limited warranty covering the Software is set forth in the Follett Software Company Product Licensing Terms.

8. DISCLAIMER OF WARRANTY. THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, STATUTORY OR OTHERWISE). CUSTOMER ACKNOWLEDGES THAT FOLLETT IS NOT THE MANUFACTURER OF THE EQUIPMENT AND EXPRESSLY WAIVES ANY CLAIM AGAINST FOLLETT BASED UPON ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT WITH RESPECT TO ANY ITEM(S), ANY DEFECTS OR ANY NONCONFORMANCE OF THE THIRD PARTY EQUIPMENT WITH ITS SPECIFICATIONS, OR FOR ANY INDEMNITY AGAINST ANY CLAIM MADE BY ANY THIRD PARTY AGAINST CUSTOMER.

9. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FOLLETT, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF THE PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE, OR

_____ initialed by District _____ initialed by Follett - 3 -

OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOLLETT'S TOTAL LIABILITY FOR ANY CLAIMS BROUGHT BY CUSTOMER REGARDING THE PRODUCTS AND SERVICES IS LIMITED TO THE AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER DURING THE TWELVE MONTHS PRECEDING CUSTOMER'S NOTICE OF THE CLAIM TO FOLLETT. THIS SECTION WILL NOT APPLY TO LIMIT FOLLETT'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

10. Indemnification. Follett agrees to indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, attorneys and assigns, against any third party claims, demands, actions, arbitrations, losses and liabilities resulting from any injury, death or damage to property, caused by Follett's employees or subcontractors in performing the obligations under this Agreement. Follett shall maintain liability insurance sufficient to fulfill its obligations under this Section and shall submit proof of such insurance to Customer upon request. Such insurance may not be changed by Follett in a manner that would lesson the protection provided to Customer during the term of this Agreement without Customer's prior written consent.

11. Assignment. This Agreement and the rights and obligations of the parties hereunder may not be assigned or otherwise transferred by either party without prior written consent from the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety as the result of a sale of all or substantially all of its assets, a merger, reorganization or spin-off, without having to obtain the other party's consent.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other prior or present understandings, either verbal or written, regarding the subject matter. This Agreement may only be modified or amended in a writing executed by both parties. Any additional or contrary terms or conditions contained in any purchase order or other document issued by Customer shall be null and void unless expressly agreed to in a written modification or amendment to this Agreement.

initialed by District initialed by Follett



Statement of Work

This Statement of Work (SOW) is entered into effective June 7, 2005, ("Effective Date") between Follett Software Company ("Follett") and School District of Indian River County, ("Customer" or "you"), pursuant to the Destiny Library Manager Agreement dated June 7, 2005 (the "Agreement"). Any capitalized terms not defined in this SOW have the meanings given them in the Agreement.

Services

This SOW specifies the services (referred to herein interchangeably as "Services" or the "project") to be provided under the Agreement beginning on or as soon as practical after the Effective Date contained in this SOW. Follett will complete the Services according to the schedule below, unless otherwise agreed upon by the parties.

Overview

The Follett Software Company Destiny Library Manager solution is comprised of a suite of software and implementation services designed to meet the needs of a centralized district library system.

Application Software and Online Services

The Destiny Library Manager solution provides a centralized database and application server to support the library needs of your district. The core of the solution consists of several applications and on-line service components for library management, including:

Application:

- Centralized database and application
- Cataloging
- > Circulation
- > Inventory
- > Searching
- > Reporting
- Off-line Circulation

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initialed by Follett

- 5 -

- On-line help
- On-line access to a database of over 7 million high-quality MARC21 records (additional access to audio-visual MARC records is a separate optional service – AV ACCESS)
- > Z39.50 Client
- > Z39.50 Server

On-line Services

TitlePeek[™] District Subscription

TitlePeek enhances the patron searching experience by providing content enrichment services to titles in the library collection. Content includes cover photos, title profiles, table of contents, brief summaries, author notes, first chapter or excerpts, and published reviews.

Implementation Services

Project Management

Follett will provide project management in accordance with industry standard techniques to ensure the successful delivery of the Destiny Library Manager solution. The Follett Project Manager is your district's central point of contact during the implementation of the Destiny Library Manager solution.

Project Management focuses on three objectives:

- Facilitation of an implementation-planning meeting with Customer personnel to gather all necessary information to ensure the success of the project.
- Creation of a project plan that is developed and agreed to in writing signed by both the Customer and Follett.
- Successful completion of the project and written customer acknowledgement of delivery of the Destiny Library Manager solution.

The Project Manager's role is to coordinate the efforts of the various internal resources to ensure that timelines and deadlines are met. The Project Manager handles the project from purchase commitment through the acknowledgement of delivery.

Follett Project Manager responsibilities:

- Create a project plan that includes dates for sending in data, data verification plans, implementation dates, conference calls for transition to technical support, training dates and project hand off from Project Manager.
- Manage project plan to ensure that deadlines are met, and intercede whenever plan is compromised.
- > Maintain project plan and provide weekly status reports.
- > Resolve all issues that develop during the project with Customer contact.

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- 6 -

- > Ensure communication between implementation team and Customer.
- Transition account to Customer Service within the agreed upon period, not to exceed 60 days of receipt of acknowledgement of delivery letter.

Customer responsibilities:

- Participate in implementation planning meeting with Follett; Customer project stakeholders must attend.
- Provide list of sites licensed to use the Destiny Library Manager solution under the Destiny Library Manager Agreement.
- Meet commitments as agreed upon in the project plan. If deadlines are not met, the overall project plan may be modified with agreement from both Follett and customer. Should the Customer not meet a commitment set forth in the agreed project plan, Follett can not guarantee the original timelines can be kept. Any changes to the agreed upon plan must be evidenced in writing signed by the parties.
- Assign a single Customer point of contact to work directly with the Project Manager.
- > Participate in conference calls as needed.
- Confirm three weeks before installation that all hardware (servers and WAN) is installed and ready for installation. Customer will be responsible for compensating Follett for any expenses incurred due to Customer's failure to meet hardware installation requirements that delay or cancel the installation.
- Provide written verification of the Destiny Library Manager solution delivery on the last day of Central Application Training.
- Provide a list of School site names to be licensed under this Agreement using attached Schedule C.

Library Data Requirements

Should the customer choose not to use any of the recommended data services, the customer will then be responsible for results created by data loaded into Destiny Library Manager. Follett can not be held responsible for the costs associated with correcting any issues related to data not processed by Follett. The data is transferred using Destiny importing rules. The conversion of data from Follett applications to Destiny Library Manager does not involve any data cleanup or enhancement. Data Enhancement and Custom Cleanup are purchased separately.

Project Implementation Data Analysis - Library

Customer must send all of its data to Follett within the timeframe as detailed in the project plan. Follett Data Services is responsible for thoroughly profiling the data and contacting you with results of the analysis. You will be provided with a profiling report and consultation regarding the data and how it will be processed.

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MARC21 Data Enhancement and Custom Cleanup

The purpose of a Data Enhancement service is to attempt to replace any brief MARC21 records in a customer's database with full MARC21 records, as well as enhance the existing full MARC21 records.

The MARC21 Custom Cleanup service offering includes standardization or creation of circulation types, subject heading cleanup, resolution of duplicate barcodes, correctly setting indicators, capitalization and punctuation error corrections, as well as general collection cleanup. The cleanup service will also address any special needs for the movement of data within the MARC records to meet AACRII cataloging guidelines.

Enhancements completed through the MARC21 Data Enhancement and Custom Cleanup service will improve the proper merging of titles and preservation of data when records representing multiple collections are loaded into the central database of the Destiny Library Manager solution.

Centralized Application Training

This consecutive multiple-day training session is designed to ensure your district has the tools and knowledge necessary to successfully launch the Destiny Library Manager solution. Your district can send up to ten people to this training. The training is designed to be hands-on and each attendee must have a workstation to use during the training sessions. Additional attendees can be added at an additional cost.

The actual training agenda will be driven by the Planning Meeting documentation and by the documentation provided during the integration. The training focuses on three key objectives:

- Training a core group of district media staff on Destiny Library Manager's district-focused features. These features include central cataloging and the centralized administration of policies.
- Training a core group of district media staff on Destiny Library Manager's sitefocused features. This curriculum is designed to provide a district with tools (including training outlines, handouts, etc) to use during the rollout of the Destiny Library Manager solution to the site-based media staff in the district.
- Preparing a core group of district media staff to provide first-level product functionality support for the district. The core team that participates in this training will be authorized to contact Follett's Destiny Library Manager Technical Support hotline for help. Site-based staff will contact the district's core team to answer product functionality questions.

Customer Responsibilities:

Provide a training facility dedicated solely to the delivery of the training with computer workstations for each participant. The facility must include a workstation and computer projection device for use by the

initialed by District initialed by Follett - 8 -

trainer, and all workstations should provide access to your Wide Area Network, the Internet, and the Destiny Resource Management Application. Workstations should be configured to have no greater desktop/operational restrictions that exist on the workstations used by the attendees during a normal day.

Site-based Application Training

Site-based application Training will provide each librarian in your district with the core skills required using Destiny Library Manager in a day-to-day fashion. The training is a two-day event, with training taking place at your facility. Format is hands-on style, with up to 20 attendees per session. Additional sessions are available at additional cost. Because of the large group size, the Centralized Application Training attendees are expected to attend and assist in the delivery of the Site-based application training.

You will need to provide a training facility dedicated solely to the delivery of the training with computer workstations for each participant. The facility must include a workstation and computer projection device for use by the trainer, and all workstations should provide access to your Wide Area Network, the Internet, and the Destiny Resource Management Application. Workstations should be configured to have no greater desktop/operational restrictions that exist on the workstations used by the attendees during a normal day.

Centralized System Integration

Centralized System Integration is designed to ensure the Destiny Library Manager solution is integrated into your district's technology infrastructure during the initial project implementation. The service includes:

- On-site integration of the software components of the Destiny Library Manager solution.
- For existing users of Follett Software products: the Follett technical specialist will load conversion files into Destiny. During the migration to Destiny Library Manager, the customer will be responsible for extracting data from Circulation Plus and Catalog Plus for Windows prior to Centralized System Integration.
- For users of non-Follett products, the Follett technical specialist will load any converted bibliographic data that Follett processes into Destiny Library Manager.
- Configuration of all Destiny Library Manager servers to support the solution.
- Automate transfer of patron data from your existing Student Information System (SIS). Prior to installation, the Follett Project Manager will work with you to determine if your district can produce a centralized extract of patron data. Once that is determined, Follett will use a sample extract to write a customized script to transform and import that data into Destiny Library Manager. Your district is solely responsible for creating and maintaining an automated extract of patron data from your SIS. In order to avoid data integrity problems, any changes to the format of the data extract must be

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coordinated with Follett Technical Support prior to implementing the change in your production environment.

While on-site for the integration, the Follett technical specialist will deliver an indepth technical training for your district technology staff. This training will be conducted after the solution has been integrated into your infrastructure. Your district may have up to five members of your technical staff at this instruction session. Topics for the technology training include the technical architecture of Destiny Library Manager, desktop rollout, backup/ restore, performance monitoring and tuning, etc. Additional attendees can be added at an additional cost.

There are some services that Follett will not perform for your district:

- Follett will not install any server hardware. All servers must be up and running prior to System Integration.
- Follett will not install an operating system from scratch for your district. However Follett will *configure* an operating system to integrate the Destiny Library Manager solution into your infrastructure, as needed.
- Follett will not configure your networking infrastructure. Your entire districtnetworking infrastructure must be up and running prior to the integration visit. This includes the server operating systems, SQL Server, as well as all routers and Wide Area Network links.

All work will be performed at a district technology office. No site-visits are included within the scope of this System Integration Service. However, during the on-site service the Follett specialist will show district technology staff workstation configurations that support Destiny Library Manager.

Post Implementation Support Services

District Technical Support

District Technical Support is included with your Destiny Library Manager Agreement, and features the following services:

- > Telephone support
- FollettCare web site support
- Unlimited Email support
- Software updates
- On Demand Web Training

Note: Follett will only provide support for the current and one prior release of software.

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Telephone support for issue resolution

Your designated Customer contacts will have access to Follett's staff of product and technical experts via a toll-free number from 7 a.m. to 6 p.m. Central Time, Monday through Friday. The designated contacts consist of all Follett trained application use contacts and all Follett trained system infrastructure contacts. The expectation is that the designated contacts are the point of contact for all librarians within the district. Follett will not provide technical support to Customer staff that have not been designated by the Customer.

FollettCare web site support

Follett has a web-based support portal called FollettCare. This portal is available to all customers with a current license agreement. The web site currently consists of several sections including:

- Keyword searchable knowledge base containing articles written by product and system experts
- User guides and manuals
- User groups/online discussion groups
- Electronic newsletters
- Frequently Asked Questions (FAQs)

Email support

Technical support is available to your district via email at any time. You can use this method of support for issues that do not require immediate assistance.

On Demand Web Training

Your district will have unlimited access to on-demand recorded training content to help you get the most out of your Destiny Library Manager solution. Each web training session will focus on a specific topic. Follett will create on-demand web training modules that will provide your district and site users with information on features and functionality as appropriate.

Customer Requirements:

- Only the designated Customer contacts may contact Follett Technical Support.
- All site-based staff must contact a designated representative within your district for support.
- Designated Customer contacts must receive technical or product training from a Follett trainer.
- Microsoft Terminal Services must be configured on all Destiny Library Manager servers for remote support capabilities.

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IN WITNESS WHEREOF, the parties have caused this Statement of Work to be duly executed by their authorized representatives as set forth below.

Follett Software Company	School District of Indian River County
By:	Ву:СЛСО
Its:	Its:
Date:	Date: 6.22-05

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Schedule B

Follett Software Company Payment Schedule Agreement

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Selection: (check one)

Option 2: Initial payment plus one future payment

Option 3: Two future payments

Option 5: Five future payments Option 5: Four future payments Option 5: Five future payments

Option 7: Other arrangements (Please specify)

School District of Indian River County agrees to make the following payments related to the purchase outlined on Schedule A dated June 7, 2005.

Payment Amount	Due Date
\$92,372	Net 30 days after implementation
Total(1)	\$92,372

(1) Total includes purchase price, freight, taxes, and any interest (1% per month, or 1 ½ %). All fees due under this Agreement are payable in US Dollars only.

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Schedule C

Licensed School Sites*

School Name	Current System	Data Conversion Required Y/N
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*Please note, licenses are transferable.

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Educational Data Resources

750 S. Orlando Avenue Suite 201B Winter Park, FL 32789

Bill To

School District of Indian River County Attn: Bruce Green 1990 25th Street Vero Beach, FL 32960

Description	Qty	Amount
Description Software Maintenance for the following applications: Application Environment Finance Human Resources Management Student System Maintenance for the period: July 1, 2012 through June 30, 2013. Due on or before July 1, 2012. **** NOTE: Please make check payable to Educational Data Resources. ***	Qty	Amount 167,416.00
	Total Balance Du	\$167,416.00 \$167,416.00

Page 1 of 14

Invoice

Date	Invoice #
4/16/2012	2010106



CrossPointe Master License Agreement

The School Board of Indian River County

The following Master Terms and Conditions contained in this Agreement ("T&C's" or "Agreement") supplement and govern each Product Order Form Software End User Agreement ("Product Order Form") entered into at any time between CrossPointe, LLC. ("CrossPointe") and The School Board of Indian River County ("Client"). CrossPointe and the Client are individually referred to herein as a "Party" or collectively as the "Parties."

1. Definitions. Unless the context otherwise requires, the following definitions shall apply and are in addition to the definitions contained in other parts of this Agreement and in each Product Order Form:

"Agreement" means these T&C's and each Product Order Form referring to these T&C's and entered into by the Parties.

"CrossPointe Supported Products" or "Products" means the products specified by CrossPointe in a Product Order Form for as long as those products are eligible for Support by CrossPointe under Section 4 of this Agreement during the Support Period.

"Intellectual Property Rights" means all copyrights, patent rights, confidentiality rights, trade secret rights and trademark rights.

"License Fee" means the amount to be paid by the Client for the components of the System as identified in the Schedule.

"License Term" is perpetual, unless a shorter term is specified in a Product Order Form or the License is terminated pursuant to the Agreement.

"Major Release" means the version of a CrossPointe Supported Product denominated by the number before the decimal point in the release designation (e.g., 4.0 and 5.0 are each different Major Releases).

"Operating System" shall mean the third party foundation software required to communicate with the Client's computer hardware as identified in the Schedule.

"Price" means the total amount of License and Service Fees for the System as specified in the Client Product Order Form.

"Schedule" means the Product Order Form or Forms initially attached hereto, and/or subsequently added by consent of the Parties, which identify the elements of the System to be provided and the Services to be performed by CrossPointe or a third party under this Agreement.

"Services" means each of the types of services identified in a Product Order Form and rendered by CrossPointe during the period identified in that Product Order Form which may include training, maintenance, implementation services and conversions.



Master License Agreement_Indian River.doc

"Services Fees" means the particular fees for specific services identified in the Product Order Form.

"Software" shall mean the CrossPointe Supported Products or Products (including modifications and enhancements [and source and object code if the Client's Product Order Form calls for an inhouse stand alone installation of the Software]) that comprise the proprietary application software and its accompanying documentation as identified in the Schedule.

"Software Maintenance Agreement" means an annual software support and maintenance contract between CrossPointe and the Client in consideration for such percentage of the then current License Fees of the CrossPointe Supported Products identified in the Product Order Form.

"Subscription Services" means each of the types of services identified in a Product Order Form and rendered by CrossPointe during the subscription period identified in that Product Order Form. (Support is not a Subscription Service.)

"Support Period" means the initial period of Support specified in a Product Order Form (60 days unless otherwise specified) and commencing on the initial delivery of the CrossPointe Supported Products ("Initial Support Period").

"System" shall mean the Software, Operating System and Third Party Software.

"Third Party" means the applicable third party owner of Products that are delivered to the Client under the Agreement or separate agreement with the third party owner.

"Third Party Software" shall mean proprietary software owned and supplied by third parties or to be supplied by CrossPointe as identified in the Schedule.

2. License. In accordance with the terms herein, CrossPointe grants to Client and the Client accepts from CrossPointe a personal, nonexclusive and nontransferable license to use the Software (including all object, source and executable codes related thereto if the Client's Product Order Form calls for an in-house stand alone installation of the Software) or provide the Client with a functional Application Service Provider license with respect to the Software (if the Client's Product Order Form calls for an "Application Service Provider" license) and/or System, as the case may be, within the The School Board of Indian River County, subject to the conditions and restrictions contained herein, with only up to the maximum concurrent users and maximum seats – per Subscription agreement as shown in the Product Order Form applicable, unless and until terminated hereunder. Client shall be entitled to license additional concurrent users at CrossPointe's then prevailing rates by written agreement of the parties. Except as otherwise provided in this Agreement, the Software and/or System shall be used only for Client's internal business needs. Except as otherwise provided in this Agreement, Client shall not permit any third party, to use the Software and/or System nor shall the Client grant any sublicense for the use of the Software and/or System. All modifications, enhancements and updates to the Software provided by CrossPointe shall become part of the Software and be subject to the terms and conditions herein (the "License"):

a. Installation and Use. The Client, or a third party service provider retained by the Client and certified by CrossPointe, may: i) install the Software upon computer hardware equipment owned or leased by such Client (if the Client's Product Order Form calls for an in-house stand alone installation of the Software) or ii) provide the Client with a functional Application Service Provider license with respect to the Software (if the Client's Product Order Form calls for an "Application



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Service Provider" license (defined as a centrally-hosted implementation of CrossPointe's Software which is shared by multiple end-user accounts) of the Software, in each case with the Client's use of the Software being only for the internal business needs of the Client. The Client acknowledges that its use of the Software and/or Third Party Software may be subject to additional licensing terms from the relevant Third Party, and that the Client is authorized to use the Software and Third Party Software subject to the terms of this Agreement and such additional licensing terms.

b. Software Copies. All copies of the Software (whether made by the Client or provided by CrossPointe) are subject to the provisions of this Agreement. The Client must maintain an accurate record of the locations of all copies of the Software, which record may be inspected by CrossPointe at any time.

c. Documentation Copies. The Client may make a reasonable number of copies of the CrossPointe Documentation. The Client may not copy Third Party Documentation unless specified in an addendum provided by the Third Party.

d. Third Party Products Sublicensed by CrossPointe. The Third Party Products sublicensed by CrossPointe may be used only with the Software and Systems shown on the applicable Product Order Form. If the reseller agreement terminates between CrossPointe and a Third Party: (1) the Client may continue to use all Third Party Products under the License for the License Term and (2) that Third Party will continue to be a third party beneficiary to the Agreement and may enforce its rights under the Agreement as the licensor of that Third Party's Product sublicensed by CrossPointe to the Client or the Third Party may enter into a distinct contract with the Client.

e. Product Exchange. During the Support Period CrossPointe will fulfill Client's request to exchange the CrossPointe Supported Products for other available CrossPointe Supported Products that have pricing, features and functionality similar to the Products licensed by Client (as reasonably determined by CrossPointe).

f. Software Modifications. The Client may use the CrossPointe Products to develop and use (for only the internal business needs of the Client) interfaces, Software modifications, or enhancements. CrossPointe and its Third Parties will continue to own all Intellectual Property Rights to any object code, executable code or source code developed by CrossPointe or its Third Parties (in any language translation whether or not developed by CrossPointe or its Third Parties). This Agreement and the Client will not restrict CrossPointe's or its Third Parties' independent development, use or licensing of any type of software. Unless authorized by separate agreement, the Client will not modify Third Party-owned Products unless otherwise agreed to in a separate Third Party License Addendum. Client developed software which enhances, supports, or modifies the CrossPointe Products ("Client Modifications") shall be owned by CrossPointe. Each such Client Modifications may be used by CrossPointe for its own use and for use by CrossPointe's other customers as a perpetual, irrevocable, nonexclusive right and license; provided, however, if CrossPointe, in its sole discretion, decides to incorporate such Client Modifications into CrossPointe's standard product offerings or CrossPointe's Supported Products which CrossPointe makes available to its other customers, then Client may continue to use such Client Modifications pursuant to the License granted in this Agreement. Notwithstanding the foregoing, should CrossPointe incorporate such Client Modifications into its standard product offerings or its Supported Products then Client, by its execution of this Agreement, irrevocably assigns to CrossPointe all right, title and legal interests (including all rights of copyright, patent, and other intellectual property rights) in and to the Client Modifications, absolutely and in fee simple, including, but not limited to the right of perpetual, irrevocable, nonexclusive use and license and sublicense rights with respect to the Client



Modifications, for its and its future customers' benefit, in each and all manner and circumstance, without any compensation due or payable to Client for such ownership rights with respect to all Client Modifications.

g. Restrictions. The Client may not rent, lease or re-license the Software or use the Software to provide data processing, outsourcing, service bureau, hosting services or training to third parties. The Client will retain and include on each copy of the Software, all titles, trademarks, and copyright and restricted rights notices. The Client will not disassemble, decompile, decode or reverse engineer the Software, except as expressly permitted by applicable law or contract for the CrossPointe Products. The restrictions in the Agreement concerning the use and confidentiality of the Software extend to any updates, upgrades, enhancements, new releases or support materials related to the Software and provided by CrossPointe or its Third Parties. Client is responsible for compliance with the Agreement by each member and employee of the Client, each user and any third party service provider retained by Client.

h. U.S. Government restricted rights. If Licensee is acting on behalf of any unit or agency of the United States Government ("Government"), the following provisions apply: (1) the software and documentation are provided to the Government with Restricted Rights, (2) use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and subparagraph (c)(2) of the Commercial Computer Software – Restricted Rights clause at FAR 52.227-19.

i. Price and Payment. Client shall pay CrossPointe for the Software License granted herein, in the manner and as specified to in the initial and/or any subsequent Product Order Forms executed by Client pursuant to this Agreement (collectively the "Product Order Price").

All payments hereunder shall be made in United States Dollars. Unless otherwise stated herein, all invoices shall be due and payable within thirty (30) days of date of invoice. On any invoice not paid within sixty (60) days, CrossPointe may assess and Client shall pay a service charge accruing thereafter until the date of payment equal to the lesser of: (i) the rate of one and one-half percent (1.5%) per month or (ii) the maximum lawful interest rate applicable. In the event Client's account is in arrears for more than ninety (90) days for ANY reason, CrossPointe shall be entitled to immediately place Client on support hold. No Services, including Subscription Services, will be provided while Client is on support hold. Client shall remain on support hold until Client's account is paid current.

If the Client fails to pay the Product Order Price and/or License Fees (but not with respect to any failure of Client to pay any maintenance fees) and persists in such failure to pay the Product Order Price and/or License Fees for thirty (30) days after receiving written notice thereof from CrossPointe, CrossPointe may terminate this Agreement and declare any unpaid amounts owed hereunder immediately due and payable. Client Modifications made to the Software by the Client shall be CrossPointe's property, pursuant to the terms described in Section 2(f) of this Agreement. Any modifications, enhancements or changes made to the Software by CrossPointe, whether under agreement with the Client or otherwise, shall be CrossPointe's property. Client Modifications made to the Software shall be subject to CrossPointe's warranty only if and when such changes are incorporated into the Software, CrossPointe's standard product offerings or CrossPointe's Supported Products, as generally distributed to CrossPointe's other customers. Upon any termination of this Agreement pursuant to this paragraph, the Client shall discontinue its use of, and shall return within 10 days, all copies of the Software and Documentation then in its possession. The Client's obligation to pay accrued charges and fees and to protect the confidentiality of the Software



and Documentation shall survive termination. Cancellation of the license granted hereunder shall be in addition to and not in lieu of any other remedies available to CrossPointe. Any such termination shall also terminate CrossPointe's and Third Party Vendors' warranty and indemnity obligations and liabilities.

3. Deliveries and Installation. Promptly after receipt of the payment(s) as specified in the Product Order Price, CrossPointe will deliver to the Client one copy of the Software (if the Client's Product Order Form calls for an in-house stand alone installation of the Software) and one copy of the Documentation. Except to the extent otherwise agreed to separately in writing by the Parties, the Client is responsible, at its expense, for installation of the Software (if the Client's Product Order Form calls for an in-house stand alone installation of the Software), user training, data conversion and other services.

4. Support by CrossPointe. During the Support Period, CrossPointe will provide the Client the following support ("Support"):

a. Repair, replace or provide The Client with an upgrade of the CrossPointe-Supported Products to comply with the Product Warranty under Section 7.

b. Make CrossPointe's standard telephone support available to persons authorized by the Client, including general technical information and assistance with problem determination, isolation, verification and resolution during the hours of 8 a.m. to 5 p.m. EST (excluding weekends and CrossPointe designated holidays).

c. Provide the Client updates, enhancements, and new releases of the CrossPointe Supported Products when generally made available by CrossPointe for installation and use by the Client. (1) CrossPointe will provide support for the immediate prior Major Release for a period of 12 months after general availability of the then current Major Release. (2) CrossPointe will alert Client at least 6 months before the scheduled termination of Support and the Product Warranty for any Major Release. CrossPointe may immediately terminate Maintenance and the Product Warranty for all CrossPointe Supported Products if Client does not renew Support for the CrossPointe Supported Products designated on a Product Order Form. Client may elect to purchase at Client's expense from the applicable Third Party available support for the Third Party Products specified in a Product Order Form as not maintained or supported by CrossPointe. CrossPointe will have no obligation to provide support for any Client Modifications until such time as such Client Modifications have been incorporated into the CrossPointe Supported Products which have been made available to other CrossPointe customers.

d. CrossPointe shall exercise reasonable skill and care in the provision and performance of support. Dates given for performance of Services are good faith estimates only.

e. To the extent it is included in the Product Order Form, CrossPointe will provide routine Support for the Third Party Software. In addition, CrossPointe shall communicate with the respective Third Party in an attempt to obtain and provide to Client any applicable corrections to the Third Party Software. The Client shall, however, be responsible for ensuring that key personnel and new staff additions are properly trained on the use and general maintenance of the Third Party Software.



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5. Client Responsibilities. CrossPointe Support and the Product Warranty require that:

a. Client shall ensure its hardware is kept in good working order in accordance with the manufacturer's recommendations and requirements.

b. Client shall identify and provide "key" individual contacts to serve as Client's first line of support on routine System issues for the Client's authorized users and to serve as a liaison between the Client and CrossPointe on the issues which need to be communicated to CrossPointe.

c. Client shall provide CrossPointe access to the Client's system via a mutually agreed upon method. Such access shall allow CrossPointe to conduct an audit of the Software as required by CrossPointe, from time to time, and to support, monitor and test Client's system.

d. Client shall take all reasonable steps to ensure that no virus is loaded on the System. Virus diagnosis and removal services are not covered by Support and are billable at CrossPointe's then prevailing rates.

e. Client shall install all new releases of the Software within 12 months after being provided by CrossPointe. If the installation of a new release of Software also requires a new release of the Operating System or Third Party Software, the Client shall also install such new release(s) at the same time that it installs any such new release of the Software, so that the newly supported CrossPointe release will be functional.

f. The Client shall be responsible, to the extent Client deems necessary, for the following, unless otherwise set forth in the Schedule: adherence to specified electrical requirements; running all cable and phone connections for the System; all data conversion, media, and other charges related to the transfer of the Client's data; all networking design and administration charges relating to the set-up and support of the Client's network.

g. The Client shall use the Software and Third Party Software only in accordance with the terms and conditions set forth in this Agreement. Third Party Software and CrossPointe Software may only be used within The School Board of Indian River County or on portable hardware owned by the Client and utilized by its employees.

h. The Client shall provide CrossPointe reasonably available information and technical assistance.

i. The Client's installation of all or any part of the Software shall be in accordance with the Documentation.

j. If CrossPointe reasonably determines that a Client reported problem is either (1) not caused by the CrossPointe Supported Products or (2) due to the Client's modification of the Products or noncompliance with the Documentation, and CrossPointe is reasonably able to correct the problem at Client's request, then Client will reimburse CrossPointe for that requested correction at CrossPointe's then current hourly rates (CrossPointe will notify Client before incurring those expenses).

6. Service Fees, Renewal and Reinstatement. [This Section 6 pertains only to CrossPointe Supported Products having a perpetual License Term. Service fees for CrossPointe Supported Products that have a shorter, stated License Term, are payable in the amounts and on the periodic payment dates described in the Product Order Form for those Products.] There is no Service Fee for the CrossPointe Supported



Products during the Initial Support Period. While CrossPointe provides Support to other Clients, Client may renew Support for the CrossPointe Supported Products for one-year renewal periods by paying CrossPointe the applicable amounts under this Section 6 and the Product Order Form. CrossPointe will invoice the Client approximately 90 days before the end of the then current Support Period and notify the Client of non-payment approximately 10 days before the Support renewal date. CrossPointe may terminate Support if all past due, undisputed invoices are not paid by the Support renewal date. The Product Order Form states the initial fee after the Initial Support Period and relevant dates for annual Support of the CrossPointe Supported Products (excluding Third Party Products). Where applicable, fees for each Third Party Product supported by CrossPointe after the Initial Support Period will be included on the Product Order Form. Client will reimburse CrossPointe for reasonable travel and out-of-pocket expenses incurred when rendering on-site Support or Product Warranty services, if such on site support or warrantee service is required due to errors of Client which cannot be corrected remotely, (CrossPointe will notify Client before incurring those expenses). If Support has terminated because of non-renewal or non-payment, and Client desires to reinstate Support, CrossPointe will reinstate available Support within 18 months after termination of Support if Client pays CrossPointe: (a) all undisputed invoices, (b) the annual Support fee for the next one year Support Period, and (c) if support has been terminated for more than 90 days, a "reinstatement fee" equal to 5% of the then current "list price".

7. Product Warranty. During the Support Period CrossPointe warrants that (the "Product Warranty"):

Media. The Product media as provided by CrossPointe will be free of material defects.

Viruses. Before Product delivery by CrossPointe, CrossPointe will use up-to-date, commercially available virus scanning and cleaning products, and will not, based on the results of that scanning and cleaning, deliver to the Client Products containing any computer viruses, time bombs, harmful and malicious data, or other undocumented programs which inhibit Product use and operation. When properly installed, the unmodified Software provided by CrossPointe for the CrossPointe Supported Products will operate materially and substantially as described in the Documentation for that Software.

THE WARRANTIES REFERENCED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CROSSPOINTE DOES NOT WARRANT THAT THE SOFTWARE IS FREE OF NONMATERIAL DEFECTS. CROSSPOINTE DOES NOT REPRESENT THAT THE SYSTEM WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

8. Title.

a. CrossPointe warrants that it owns all rights, titles, and interests in the CrossPointe Supported Products and the software used by CrossPointe for the Subscription Services, or has the authority by license, sufficient to grant Client the License and fulfill CrossPointe's obligations under the Agreement. Client's exclusive remedies for the breach of this Section 8 by CrossPointe are described in Sections 9 and 11.

b. The Software, Third Party Software, Operating System, all programs developed by CrossPointe for the Client hereunder, and all copies thereof are proprietary to CrossPointe or the respective



Third Party and title thereto remains with CrossPointe or such Third Party. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software, Third Party Software, Operating System or any programs developed by or at Client's request are and shall remain in CrossPointe or the respective Third Party. Client shall not modify, reverse engineer, assemble or decompile, in whole or in part, the Third Party Software or Operating System. Client shall not sell, license, transfer, publish, disclose, display or otherwise make available the Software, Third Party Software or Operating System or copies thereof to any other party, individual or entity. Client agrees to secure and protect the Software, Third Party Software and Operating System and copies thereof in a manner consistent with the maintenance of CrossPointe's and/or the third party's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to the Software, Third Party Software or Operating System to satisfy its obligations hereunder. Violation of any provision of this paragraph shall entitle CrossPointe to terminate this Agreement and the Software, Third Party Software and Operating System licenses granted hereunder.

9. Remedies. The Client's exclusive remedies for breach of the Product Warranty or Support are:

a. CrossPointe will provide Support to repair or replace the Products to enable the Products to comply with the Product Warranty.

b. If CrossPointe does not comply with Section 9(a) within the Cure Period (as defined below), the Client may recover direct damages for the CrossPointe Supported Products subject to the damage claim, including up to a refund of the License Fees or Service Fees paid by the Client to CrossPointe, subject to the time periods and limitations described in Section 14. Client may also elect to terminate Support, the Subscription Services, the License or the Agreement if CrossPointe's breach is not cured within the Cure Period. CrossPointe may terminate the License and the Agreement if the undisputed License Fees are not paid by the Client within 30 days after notice of late payment or if the Client does not cure any other material breach of the Agreement within 90 days after notice of breach. CrossPointe may terminate Support and any Subscription Services if CrossPointe's undisputed invoices are not paid within 30 days after notice of late payment. Upon termination of the License by CrossPointe for non-payment of the Product Order Price, the License Fees or Service Fees, then Client shall promptly destroy or return the Products to CrossPointe (Third Party Products must be returned to CrossPointe or applicable Third Party within 10 days of the termination notice). If the License and the Agreement terminate as described in this Section 9 other than for non-payment of the Product Order Price, the License Fees or Service Fees, then Client shall (if the Client's Product Order Form calls for an in-house stand alone installation of the Software) be permitted to retain and continue its right to use, for its use only, the source, object and executable Software codes, pursuant to the term, restrictions and conditions contained in this Agreement. "Cure Period" means the period of time reasonably required after notice from Client for CrossPointe to cure a breach in accordance with CrossPointe's standard Support practices. Sections 1, 2, 5, 8b, and 10 through 22 shall survive any termination of the Agreement.

10. Confidential Information. The Client acknowledges that the System is a confidential and proprietary trade secret of CrossPointe. The Client, including the Client's agents and employees, shall keep the Software and all related confidential materials in strictest confidence. "Confidential Information" means object code, source code and benchmark tests for the Products, pricing, non-standard CrossPointe contract terms, Client data and all other information reasonably believed to be confidential, but excludes:

a. Information made available to the general public without restriction by the disclosing Party or



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by an authorized Third Party;

b. Information known to the receiving Party independent of disclosures by the disclosing Party;

c. Information independently developed by the receiving Party without access to or use of the disclosing Party's Confidential Information; and

d. Information that the receiving Party may be required to disclose pursuant to subpoena or other lawful process, provided that the receiving Party notifies the disclosing Party in a timely manner to allow the disclosing Party to appear and protect its interests, and such disclosure complies with applicable law.

Client's Confidential Information also excludes any new features or functionality suggested by Client for the Products or Subscription Services. The Parties will use reasonable efforts to keep each other's Confidential Information secret and will use that information only to fulfill the rights and obligations under the Agreement. Either Party may disclose in confidence the other Party's Confidential Information on a need-to-know basis to other persons within the control of the disclosing party, and the Party making that disclosure will be responsible for that person's compliance with these restrictions on disclosure and use.

11. Infringement Indemnity and Remedies. CrossPointe will, at its expense, retain counsel and defend any suit or claim brought against the Client and will indemnify the Client against any Third Party damage claims that the CrossPointe Supported Products as delivered by CrossPointe or software used by CrossPointe for the Subscription Services infringe upon any Third Party's Intellectual Property Rights enforceable under Canadian, United States or state law or international copyright treaty, if Client: (a) promptly notifies CrossPointe after Client learns of the suit or claim, and no delay by Client in providing that notice materially prejudices the rights of CrossPointe; (b) gives CrossPointe authority to defend or settle the suit or claim (provided that CrossPointe does not agree to any settlement that materially prejudices Client); (c) gives CrossPointe all available non-privileged information reasonably requested by CrossPointe concerning the suit or claim; and (d) complies with this Section 11 and reasonably cooperates with CrossPointe in the defense (CrossPointe will reimburse Client's reasonable out-of-pocket costs of that requested cooperation). The Client may also retain counsel to participate in the defense ("Client's Counsel"). CrossPointe will reimburse Client for the reasonable fees and expenses of Client's Counsel only if CrossPointe fails to continue to retain legal counsel as required by this Section 11. CrossPointe shall have the right to control the defense of all such claims, lawsuit and other proceedings. In no event shall Client make any prejudicial statement in relation thereto, or settle any such claim, lawsuit or proceeding without CrossPointe's prior written approval. Client shall, if and when requested by CrossPointe, and at CrossPointe's expense, promptly provide all needed assistance in the defense of such claims. If as a result of any claims of infringement by the Software against any patent, copyright, license or the property right of a Third Party, CrossPointe or Client is enjoined from using the Software, or if CrossPointe believes that the Software is likely to result in a judgment of infringement, CrossPointe at its option and expense may: (i) procure the right for Client to continue to use the Software; (ii) replace or modify the Software so as to make it non-infringing with similar functionality; or (iii) discontinue the License granted herein and refund to Client 50% of the respective License Fees paid hereunder with respect only to the software component of the System deemed likely in a judgment of infringement and which has been paid during a three year period prior to CrossPointe making this election under Section 11. CrossPointe will have no obligations or liability for any suit or claim of infringement based on the Client's use of a superseded or Client-altered release of the CrossPointe Supported Products to the extent that the obligation or liability will be voided by the use of a then current release of the CrossPointe Supported Products which CrossPointe provides to Client.



Client will reasonably cooperate with CrossPointe to mitigate infringement damages. The foregoing states the entire, sole, and exclusive liability of CrossPointe with respect to infringement on any Third Party property rights by the Software or any parts thereof. This indemnity shall not apply if the infringement is caused in whole or in part by modifications to the System made by Client or other non-CrossPointe personnel; use of the Software in a manner other than in accordance with the Agreement or use of the Software in combination with software not supplied by CrossPointe under the Agreement.

12. No Direct Solicitation of Employees. During the 12 months after the initial License of the Products, neither Party (nor its recruiters acting on the Party's behalf) will directly solicit the employment of any employee of the other Party whose job responsibilities relate to the Products, Support or Subscription Services without written consent by both parties. Notwithstanding the foregoing, each party hereto shall be permitted to place general employment advertisements in any local media and shall be allowed to utilize professional employment recruiters, as it deems advisable.

13. Excusable Delay. Neither Party will be in default of its obligations under the Agreement or liable to the other for any noncompliance arising from causes beyond the reasonable control of the Party, including without limitation, fires, floods, natural disasters. Each Party will use reasonable efforts to resolve promptly any type of excusable delay.

14. Limitations of Liability. In no event will CrossPointe, CrossPointe's Third Parties or the Client be liable for indirect, incidental, punitive, exemplary, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either Party, whether in contract or tort, even if the other Party has been advised of the possibility of such damages. Neither Party will seek or apply for such damages. CrossPointe's and its Third Parties' aggregate liability for damages to the Client for the Agreement, the Products, the Product Warranty, Support or the Subscription Services, whether in contract or tort, shall be limited to actual direct money damages in an amount not to exceed: (a) the License Fees paid by the Client to CrossPointe for the Products subject to the damage claim if the claim arose within one year after the date of the earliest Product Order Form for those Products, (b) the most recent annual Service Fees paid by Client to CrossPointe for the Products subject to the damage claim if the claim arose more than one year after the date of the earliest Product Order Form for those Products or (c) the most recent annual Subscription Services Fees paid by Client to CrossPointe for the Subscription Services subject to the damage claim. The Parties will each use reasonable efforts to mitigate their damages. These limitations represent the agreed allocation of risk. THE FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS WHETHER CLIENT'S REMEDIES HEREUNDER HAVE FAILED THEIR ESSENTIAL PURPOSE.

15. Assignment. Client may not assign the License or the Agreement or transfer any rights or obligations under the Agreement without CrossPointe's consent under an assignment or leasing addendum, such consent may be unreasonably withheld. Any assignment or transfer in violation of this Section 15 is void. Any valid assignment of Client's rights and obligations in relation to the Software will require an additional Software License Fee paid to CrossPointe at CrossPointe's then prevailing rates unless otherwise specified. Assignments of this Agreement by CrossPointe shall not be made without prior notification to the Client.

16. Publicity. Either Party may (in any presentations, press releases, advertising or publiclydisseminated materials) refer to the other Party, to the Products licensed by the Client, or to background information, including for example: CrossPointe competitors and competing products considered by the Client, and the Client business needs and reasons for selecting CrossPointe and its Products. Before disseminating that information publicly, the disclosing Party will review the factual content of the disclosures with the other Party.



17. Remedies. Promptly after the written request of either Party, each of the Parties will appoint a designated representative to meet promptly in person or by telephone to attempt to resolve in good faith any dispute concerning the Products, Support, Subscription Services, CrossPointe's invoices or the Agreement. If the designated representatives do not resolve the dispute, then either Party may request that an officer of CrossPointe and an officer of Client meet within 15 days in person or by telephone to review and attempt to resolve the dispute in good faith. No litigation, arbitration or other action relating to the Products, Support, Subscription Services, CrossPointe's invoices or the Agreement may be brought: (a) if the injured Party has not participated or agreed to participate in the above meetings or (b) if the cause of action has been known by the injured Party more than 2 years. Each Party will pay (without reimbursement) its own legal fees and expenses incurred in any dispute. The Parties must comply with this Section 17 for any dispute, controversy or claim arising out of or relating to the rights and obligations of a party under this Agreement or the validity, interpretation, breach or termination thereof, including claims seeking redress or asserting rights under applicable law.

18. Notices. All notices required under the Agreement must be in writing and delivered electronically or by other method providing for proof of delivery, to the attention of the President or Chief Operating Officer, as to CrossPointe and to the Superintendent, as to Client, at the address on the applicable Product Order Form (unless a different address has been designated by notice to the other Party).

19. Escrow. If requested by Client, a current version of the Software source code and the accompanying documentation will be placed into escrow with a third party. Source code which has been escrowed is eligible for release in the event CrossPointe liquidates or shall be declared bankrupt. If Client receives source code under the above circumstances, such source code shall be deemed to be Software and subject to the terms and conditions herein. The source code is to be used solely for Client's maintenance of the Software.

20. General.

a. Unless otherwise specifically agreed in writing by an authorized representative of Client and a Vice President or higher ranking officer of CrossPointe, this Agreement will solely govern any present or future purchases/licenses by Client from CrossPointe. Any additional Schedules shall be attached and incorporated into this Agreement by reference.

b. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement, along with the respective Product Order Forms and attachments, is the complete and exclusive statement of the Agreement between the parties with respect to the System and shall supersede all prior proposals, understandings and all other agreements, oral and written. The terms and conditions in this Agreement shall take precedence over the terms and conditions included in all purchase orders and other documentation submitted by Client pursuant to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

c. Neither party hereto shall be liable or deemed in default for any delay or failure in performance hereunder resulting from any cause beyond its reasonable control.

d. This Agreement, and any action arising out of or related to it, shall be governed by and construed in accordance with the laws of the State of Florida; however, except as otherwise expressly stated herein, the parties specifically waive and disclaim the applicability of the Uniform Commercial Code; Unfair Trade Practices Act, Uniform Electronic Transactions Act, and Uniform



Computer Information Transactions Act to this Agreement. Except for Client and CrossPointe, no other party may sue or be sued under this Agreement.

e. If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the effectiveness, validity or enforceability of any or all of the remaining provisions hereof, and if any provision of this agreement is held to be ineffective, unenforceable or illegal with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances.

f. This Agreement shall be binding upon and inure to the benefit of only the parties hereto and their respective successors and permitted assigns.

g. The waiver or failure of either party to exercise any right provided for in this Agreement shall not be deemed a waiver of any further right hereunder.

h. All communications or notices permitted or required to be given or served under this Agreement shall be in writing, shall be addressed to the other Parties at the appropriate Party's address or as set forth below, and shall be deemed to have been duly given or served if delivered in person or deposited in the United States mail, certified mail, return receipt requested.

i. This Agreement shall become effective upon the signature hereof by an authorized representative of the Client and CrossPointe and receipt by CrossPointe of the initial payment specified herein.

j. All services provided by CrossPointe will be provided as an independent contractor, and neither Party will be, or represent itself to be, the franchiser, franchisee, agent or legal representative of the other Party.

k. The Agreement may be amended only in writing signed by the Parties, except that CrossPointe may, upon notice to Client and without Client's signature, amend a Product Order Form to correct errors without increasing the License Fees. All purchase orders, prior agreements, representations, statements, requests for proposal, proposals, negotiations, understandings and undertakings concerning the Products, Support or Subscription Services are superseded by the Agreement.

21. Jurisdiction, Service of Process. Any proceeding arising out of or relating to this Agreement may be brought in the courts of the State of Florida, Orange County, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Florida, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this section may be served on any Party anywhere in the world.

22. Taxes and Duties. The charges covered by the License are exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency in connection with this agreement. With the exception of taxes imposed upon CrossPointe which are based upon net income, Client as licensee shall, unless otherwise exempt from the payment of the following described taxes, be liable for payment



of all such taxes, however designated, levied or based on the Software, its charges or its use or on this agreement, including without limitation state or local sales, use, VAT, and personal property taxes.

23. Maintenance Services. The annual charges to Client for CrossPointe's routine software maintenance and product support will be as specified on the most recent Product Order Form, or invoice. This applies to products owned and developed by CrossPointe on the Product Order Form and not Third Party Software maintenance fees.

24. Governing Law. This Agreement will be governed by and construed under the laws of the State of Florida without regard to conflicts-of-laws principles that would require the application of any other law.

CROSSPOINTE, LLC

(Authorized Signature)

B. Eugene Burkett (Printed Name)

Chief Operating Officer

(Title)

(Date)

3016 Dade Avenue (Street Address Line #1) The School Board of Indian River County

(Authorized Signature) Thomas B. Maher

(Printed Name) Superintendent

(Title)

4/14/05

(Date)

1990 25th Street

(Street Address Line #1)

(Street Address Line #2) Orlando, FL 32804 (City, State, Postal Code)

(Street Ad	dress Line #2)			
Vero	Beach,	FL	32960	
(City, State	e. Postal Code)		





AMENDMENT

TO THE CONNECT-ED SERVICES AGREEMENT DATED OCTOBER 5, 2009 BETWEEN BLACKBOARD CONNECT INC. AND SCHOOL DISTRICT OF INDIAN RIVER COUNTY

This Amendment to the Connect-ED Services Agreement dated October 5, 2009 ("Agreement") between Blackboard Connect Inc. ("Blackboard Connect") and School District of Indian River County, Florida ("Customer") is made as of the last signature date below ("Amendment").

The purpose of this Amendment is to reduce the Message Fee for the Initial Renewal Term of this Agreement. This modification will become effective on July 1, 2012.

The Parties hereby agree to the following terms and conditions:

- 1. The following is hereby added to section 3., entitled "Service Fee" as a new subsection d.:
- d. For the period of July 1, 2012 through June 30, 2013 (the "Initial Renewal Term") the annual Message Fee will be \$35,878.50 (i.e., \$ 2.25 x 15,946 students). A total Service Fee of \$37,378.50 (including the annual Support Fee of \$1,500.00) for the Initial Renewal Term will be invoiced on July 1, 2012 and due within 30 days of invoicing. For subsequent Renewal Terms beyond the expiration of the Initial Renewal Term, the Service Fee will be at Blackboard Connect's then-current pricing.

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the last date written below.

BLACKBOARD 650 MASSACHUSETTS AVE. NW 6TH FLOOR WASHINGTON, DC 20001 CUSTOMER: SCHOOL DISTRICT OF INDIAN RIVER COUNTY 1990 25TH STREET VERO BEACH, FL 32960

Signature TESS FRAZIER-VICE PRESIDENT Print Name and Title Signature

Print Name and Title

Date:

Date:



SERVICES AGREEMENT

This SERVICES AGREEMENT (this "<u>Agreement</u>") dated October 5, 2009, is entered into by and between School District of Indian River County, Florida (the "<u>Customer</u>") and Blackboard Connect Inc., a Delaware corporation and wholly-owned subsidiary of Blackboard Inc. ("<u>Blackboard</u> <u>Connect</u>") (collectively, the "<u>Parties</u>" and individually, the "<u>Party</u>"), hereby replaces the Services Agreement dated April 18, 2008, whereby the Customer wishes to utilize the Blackboard Connect Service (the "<u>Service</u>"), on behalf of itself and the schools within the Customer's district (with such schools to be included in the defined term "<u>Customer</u>" used herein), subject to and in accordance with the following terms and conditions and other good and valuable consideration, the receipt of which are hereby acknowledged. Accordingly, the Parties hereby agree as follows:

- The Blackboard Connect Service. In consideration for the Service Fee (as defined below), Blackboard Connect shall provide the Customer with the Service to send unlimited emergency and outreach notifications to parents of enrolled students, administrators, faculty, staff, and board members (individually, a "<u>Recipient</u>," and collectively, the "<u>Recipients</u>"). The Customer will provide all contact data for Recipients (the "<u>Recipient Data</u>"). Telephone messages may only be sent to telephone numbers from the North American Numbering Plan from the 48 contiguous United States, Alaska, Hawaii, and Puerto Rico. Additional charges incurred by the Recipient for messages, including but not limited to text message fees or data fees shall be payable by the Customer or Recipient. The Service will include training and 24/7/365 Client Care Support for all designated Customer users.
- 2. Term; Termination. This Agreement will commence on October 1, 2009 (the "Service Start Date") and will end on June 30, 2012 (the "Initial Term"). Thereafter, the Agreement will renew automatically upon the expiration of the Initial Term for successive one (1) year periods (each, a "Renewal Term," and collectively with the Initial Term, the "Term"), unless either Party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term. Notwithstanding the foregoing, if Customer inputs any information or other data into Blackboard Connect's systems prior to the Service Start Date in order to prepare for the start of the Service and/or sends any messages prior to the Service Start Date, the Customer expressly accepts that the terms and conditions of this Agreement will also apply during that earlier period.
 - a. <u>Termination for Convenience</u>. If the Initial Term extends beyond one year, the Customer can terminate the Agreement for convenience on the one year anniversary of the Service Start Date, and each one year anniversary thereafter during the Initial Term, by giving Blackboard Connect written notice to terminate at least thirty (30) days prior to any one year anniversary during the Initial Term.
 - b. <u>Termination with Cause</u>. Either Party may terminate this Agreement in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching Party. In the event of a termination by Customer for an uncured material breach, the Customer will receive a prorated refund of the annual Service Fee (minus the Support Fee if any) calculated from the date of termination to the end of the applicable annual period. This Agreement can be terminated immediately by Blackboard Connect for non-payment.
 - c. <u>Effect of Termination</u>. In the event of termination or expiration of this Agreement, the Customer will: (i) immediately discontinue access to and/or use of the Service under this Agreement; (ii) pay to Blackboard Connect all amounts due and payable under this Agreement; and (iii) return all documentation and related training materials to Blackboard Connect within a reasonable time at the Customer's cost. Any termination of this Agreement will not affect any rights or liabilities of either Party that accrued prior to such termination. Sections 2, 4, 6, 7, 8 and 9 will survive the expiration or termination of this Agreement for any reason.
- Service Fee. In consideration for the use of the Service during the Initial Term, the Customer will pay Blackboard Connect the following annual fees (collectively, the "Service Fee"):
 - a. <u>Support Fee</u>. An annual Support Fee of \$1,500.00 based on the number of enrolled students in the School District. For the period of October 1, 2009 to June 30, 2010 (Period 1) of the Initial Term, the prorated Support Fee will be \$1,120.88. For the period of July 1, 2010 to June 30, 2011 (Period 2) of the Initial Term, the annual Support Fee will be \$1,500.00. Calculation of the aggregate Annual Support Fee for subsequent years after the first year of the Initial Term will be based on the number of enrolled students in the Customer's district in each year of the Initial Term; and
 - b. <u>Message Fee</u>. An annual fee of \$2.50 per student per year ("<u>Message Fee</u>"). For the period of October 1, 2009 to June 30, 2010 (Period 1) of the Initial Term, the prorated Message Fee will be \$31,790.00 (i.e., \$1.87 x 17,000 students). For the period of July 1, 2010 to June 30, 2011 (Period 2) of the Initial Term, the Message Fee will be \$44,000.00 (i.e., \$2.50 x 17,000 students). Calculation of the aggregate Annual Message Fee for subsequent years after the first year of the Initial Term will be \$2.50 per student per year based on the number of enrolled students in the Customer's district for each year of the Initial Term.
 - c. Payment Terms.
 - i. A total Service Fee of \$32,910.88 (including the prorated Support Fee) will be invoiced on execution of the Agreement and is due within 30 days of invoicing; thereafter, the annual Service Fee will be due at the beginning of each annual period and is due within thirty (30) days after the date of an invoice from Blackboard Connect.
 - ii. For subsequent Renewal Terms beyond the expiration of the Initial Term, the Service Fee will be at Blackboard Connect's then-current pricing.
 - iii. Late payments may be assessed at the lesser of 1.5% per month or the maximum allowable rate under applicable law.
 - iv. The fees hereunder do not include any sales, use, or other taxes, government fees or levies on the provision of the Service. Customer will be responsible for payment of all applicable taxes, fees or levies, unless the Customer is exempt therefrom and provides Blackboard Connect with a copy of Customer's tax exemption certificate or number. All payments to Blackboard Connect shall be made without any deduction or withholding, unless required by applicable

SAB – 2009 BLACKBOARD CONNECT CONFIDENTIAL AND PROPRIETARY #96445 TL 10509 Page 2 of 4 Page 2 of 4

law in which the Customer shall ensure that the net amount actually received by Blackboard Connect from the Customer equals the full amount Blackboard Connect would have received had no such deduction or withholding been required.

- 4. Confidentiality. Each Party agrees to maintain the confidentiality of the other Party's Confidential Information (as defined below), with no less than a reasonable degree of care. Blackboard Connect "Confidential Information" shall include, but not limited to, the Service and all documents relating to the provision of Service including but not limited to the training guides and manuals. Each Party agrees to limit access to the Confidential Information to those of its employees and agents who have a business need for the access and who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information. Blackboard Connect does not rent, trade, or sell Recipient Data received from Customer to third parties, and will only disclose information as necessary to comply with applicable laws and government orders or to operate or maintain the Service.
- 5. Privacy Policy and Acceptable Use Policy. The Customer agrees to comply with the then current Acceptable Use Policy and Privacy Policy (collectively, the "Policies") (which can be found at the Blackboard Connect Website located at <u>www.blackboardconnect.com</u>, as amended from time to time. In the event of an express conflict between the terms of the Agreement and the terms of the Policies, the terms of the Agreement will prevail.
- Representations and Obligations. The Customer represents and warrants that: (i) it will comply with all applicable laws, regulations and 6. contracts in use of the Service and with respect to the content and transmission of its messages sent using the Service; (ii) it will use best efforts in providing accurate and complete Recipient Data; (iii) it has met all legal, regulatory and contractual requirements in providing, and using, the Recipient Data, in connection with the Service, including, but not limited to, obtaining requisite consents to call a Recipient; (iv) it will maintain the confidentiality of its password and account information, and agrees to notify Blackboard Connect in the event of an actual or suspected unauthorized access to its account, or if it loses its account information; (v) it will have in place primary safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire, police, emergency medical, and public health, collectively, "First Responder Services") which do not utilize the Service; (vi) it will not subject Blackboard Connect to any regulations or laws due to the import of certain Recipient Data; (vii) it will not send messages to Recipients who have opted out of receiving messages from the Customer; (viii) if Customer purchases data from Blackboard Connect, it will only use such data purchased from Blackboard Connect to contact individuals pursuant to the use of the Service and is prohibited from downloading or making copies of such data purchased from Blackboard Connect if such activity would violate an applicable law, regulation or contract; and (ix) it will not use the Service in combination with products or services not provided by Blackboard Connect or in a manner for which the Service was not designed, which would cause the Service to infringe on a third party intellectual property right. The Customer agrees to defend, indemnify and hold harmless Blackboard Connect against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from the content or effects of any messages the Customer distributes using the Service or the Customer's use of the Service.
- 7. Limitation of Liability. In no event will Blackboard Connect, its officers, employees, representatives or licensors be liable to Customer for any indirect, punitive, reliance, special, consequential, exemplary, or other similar damages of any kind or nature whatsoever, suffered by the Customer or any third party (including without limitation, business interruption, downtime, or any use of, or failure to use the Service, or any loss of business, contracts, profits, anticipated savings, goodwill or revenue, or any loss or corruption of data), arising out of this Agreement, the Service, or the transactions contemplated hereby, even if a Party has been advised of the possibilities of such damages or should have foreseen such damages. Blackboard Connect, its officers and employees will not be liable for any damages or injury with respect to the performance of the Service, including, but not limited to, any failure of performance, error, omission, defect, delay, computer virus, or line failure, interruptions or disruptions in the services contemplated under this Agreement caused by or resulting from any act, omission or condition beyond Blackboard Connect's reasonable control, whether or not foreseeable or identified, including but not limited to, transmission errors, or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, acts of war, governmental regulations, public utilities or telecommunication providers, shortage of equipment, materials or supplies, fire, power failure, earthquakes, severe weather, floods or other natural disaster or the Customer's or any third party's applications, hardware, software or communications equipment or facilities, unless same results from the intentional or willful acts of Blackboard Connect. Under no circumstances will the aggregate liability of Blackboard Connect to the Customer or any third party arising out of or related to this Agreement or the provision of the Service, exceed the aggregate fees paid to Blackboard Connect under this Agreement during the 12 month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort or otherwise. The existence of multiple claims will not enlarge this limit. The foregoing limitations of liability are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Nothing contained in the foregoing limits or excludes the liability of Blackboard Connect for liability which cannot be excluded by law. Notwithstanding anything contained herein to the contrary, the Customer shall be responsible for all claims and damage resulting from the misuse of the Service by the Customer or its users including reimbursement of any expenses incurred by Blackboard Connect in defending claims arising from such misuse. The Parties acknowledge and agree that the fees, limitations of liability and remedies reflect the allocation of risk between the Parties, and that Sections 7 and 8 are essential elements of the basis of the bargain between the Parties and that in its absence, the economic terms of this Agreement would be substantially different. Blackboard Connect reserves the right to modify or remove any functionality that may be alleged to infringe a third party's intellectual property rights.
- 8. Limited Warranty. THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITED UNDER APPLICABLE LAW, BLACKBOARD CONNECT EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE SERVICE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, DATA ACCURACY, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND/OR QUIET ENJOYMENT. NEITHER BLACKBOARD CONNECT NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SERVICE WILL MEET ANY REQUIREMENTS OR NEEDS CUSTOMER MAY HAVE, OR THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. BLACKBOARD CONNECT AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS TO OR OF ACCURACY OF THE CONTENT.

VOID IF EXECUTED AFTER DECEMBER 30, 2009 SCHOOL DISTRICT OF INDIAN RIVER COUNTY

CONTAINED IN OR ACCESSED THROUGH THE SERVICE. In the event of the Service's failure to comply with this Agreement, the Customer's sole remedy shall be to terminate the Agreement. The Customer acknowledges and agrees that the Service is not intended, nor designed, for use in high risk activities, or in any situation where failure of the Service could lead to death, personal injury, or damage to property, or where other damage could result if an error occurred and the parties further agree that, to the extent not prohibited by applicable law, Blackboard Connect shall not be liable for any death, personal injury or damage to property. The Customer also acknowledges and agrees that the primary recourse of the Customer in the event of any actual or potential threat to person or property should be to contact First Responder Services and that the Service is not intended to replace First Responder Services, or to be used for communicating with, or replace notification to, or interoperate directly with, First Responder Services, which should have already been notified and deployed prior to using the Service.

9. Misceilaneous. The Customer acknowledges and agrees that the Confidential Information and all other materials pertaining to the use of the Service are not purchased or developed with Customer funds. Accordingly, nothing in this Agreement grants or transfers to the Customer any ownership rights in the foregoing materials or the Service. Each Party may seek any relief, including equitable relief provided under law. The Customer is expressly prohibited from reproducing, modifying, duplicating, copying, making derivative works, publicly displaying, or otherwise exploiting, in whole or in part, the member pages of the Blackboard Connect website without the express written permission of Blackboard Connect. This Agreement will be governed and interpreted in accordance with the governing law of the state of the Customer. In addition to any other relief awarded, the prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement. In the event that any provision of this Agreement is invalid under applicable law, the remainder of this Agreement will continue in full force and effect, and the Parties will replace the invalid provision with one that, as much as possible, reflects the original intentions of the Parties and is valid under applicable law. Blackboard Connect is providing a service to the Customer as an independent contractor. No provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Blackboard Connect or Customer, any rights, remedies or other benefits under or by reason of this Agreement. All notices to Blackboard Connect must be in writing and may be delivered in person or by courier, sent by facsimile, or mailed postage prepaid, return receipt requested to the attention of the Legal Department at the address on the signatory page. Notices to the Customer must be in writing and may be delivered in person or by courier, sent by facsimile, or mailed by certified or registered mail, postage prepaid, return receipt requested to the address on the signature page and to the attention of the signatory. Any notices will be effective upon receipt by the Party receiving such notice. Neither Party may assign this Agreement without the other Party's prior written consent, provided, that Blackboard Connect may assign this Agreement without the Customer's prior consent to (i) a parent, subsidiary or affiliate of Blackboard Connect or (ii) any entity or successor that acquires all or substantially all of the business, stock, or assets of Blackboard Connect. Any assignment made in conflict with this provision shall be void subject to the foregoing, and this Agreement shall benefit and bind the permitted successors and assigns of the Parties. The Agreement may be executed in counterparts-and a signature on a copy of this-Agreement received by either Party by facsimile is binding upon the other Party as an original. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter hereof, and supersedes all prior communications between the Parties, whether written or oral with respect to the subject matter hereof. Except as stated herein, this Agreement may be amended only in writing that refers explicitly to this Agreement and that is signed by an authorized representative of both Parties.

By signing below, the Customer represents and warrants that it has read and understands all applicable parts of this Agreement, including the Policies, and that person who has signed this Agreement for the Customer is authorized to execute and deliver this Agreement on its behalf. IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date of execution of this Agreement.

SCHOOL DISTRICT OF INDIAN RIVER COUNTY	BLACKBOARD CONNECT INC.
Authorized Signatory: Authonom Name & Title: Carol Johnson, Chairman of School Board IRC Execution Date: 10/27/2009 Address: 1990 25 th Street Vero Beach, FL 32960 Contact for Notices: Tel:	Authorized Signatory: Name & Title: Execution Date: 10/27/09 Address: Blackboard Inc. 650 Massachusetts Ave NW, 6th Floor Washington, DC 20001-3796 Tel: (202) 463-4860 ext 2463 or ext 2592 Fax: 8184500425 Email: <u>Toni.long@blackboard.com</u>

Page 4 of 4

May 11, 2012

Year 2 of 3 PD 360 Purchase and Pricing Agreement for Indian River County School District

PD 360 Professional Development On-Demand is a web-based, on-demand professional learning resource that supports you in the establishment of a systemic, job-embedded program that emphasizes classroom implementation. Full use and implementation of PD 360 may take time; therefore, this proposal is your assurance of pricing for at least three years and reflects a significant discount to promote proper implementation and maximum return on investment. Observation 360 is a handheld observation tool tightly integrated with PD 360, which enables teachers to see the results of the observation inside PD 360 and get specific recommendations on PD 360 resources.

PD 360 Annual Licensing Pricing - Valid until 06/30/2012

License includes unlimited access for every staff member in each site to:

• The teacher and leadership pedagogy library that is part of the "PD 360 Professional Learning Subscription" license. Common Core 360 Content and Observation 360 are not included as part of the "PD 360 Core" license, and are included in this agreement only if they are specified in the below list.

· Technical support.

• Content additions twice a year, with content released in January and additional content released in July. For complete details of upcoming content, visit http://schoolimprovement.com/pd360 new content/.

- Program software updates related to the pedagogy library.
- Facilitator guides, reporting, and administrative functionality.

• Access to the free community, groups and colleague applications; participation in groups that require additional fees for participation are not included.

Description	Quantity	Price
PD360 1 Year Subscription Annual Price (\$2,495 per school)	District Wide	\$54,890.00
PD360 Level II On-Site Training (\$2,800 per day)—Recommended but Optional	1 Day	\$2,800.00
Total 2nd Year Invoice with 1 day of On-SiteTraining		\$57,390.00

*The School Improvement Network understands that payment for PD360 will not happen until after July 1st, 2011.

*PD360 will supply welcome packets to begin the school year.

PD 360 TRAINING

Training is essential for educators to learn to use PD 360 proficiently and apply the new learning in the classroom. PD 360 Training requires two 3-hour training sessions, 30 days apart.

Level 1: Getting Started with PD 360 (3+ hours)

Target: Develop proficiency and comfort with PD 360. Purpose: Training of school leadership to roll out PD 360 with school colleagues.

Level 2: Going Deeper into PD 360 (3+ hours)

Target: Implement PD 360 as the foundational tool for professional learning. Purpose: Expand the knowledge of PD 360 and create accountability.

On-site Coaching

Two to four 90-minute one-on-one coaching sessions for leadership teams that participated in Level 1 and Level 2 training at their school site. Coaching sessions are designed to review building level data, implementation, and goal achievement in order to build capacity and expand usage of PD 360.

Level 3, Optional: Creating Custom Courses & Observation 360

A 2 to 3 hour session is available for those desiring training to create custom courses for the school or district, or how to use Observation 360, the handheld observation tool linked tightly to PD 360. This session can also include training in the use of the PD 360 Offline Player. District level leaders will learn how to download video segments for use in areas that do not have internet connectivity or lack broadband capacity to play PD 360 videos.

* If the date is changed less than four weeks prior to the scheduled date, a \$500 airfare change fee will be charged.

Purchase and Pricing Agreement

THIS PURCHASE AND PRICING AGREEMENT (the "Agreement") for access to PD 360 is entered into as of April 07, 2011 (the "Effective Date") between the SCHOOL IMPROVEMENT NETWORK, INC. (SINET), a Utah corporation and Indian River County School District.

Term

The initial term of this Agreement shall begin on at the earliest of the signing of this agreement, or the date a purchase order is received by SINET in the amount stated above, and shall continue for a period of one (1) year (the "Initial Term").

Termination

Years following the current term may be terminated without liability to the Customer when it is deemed to be in the best interest of the Customer to so act. Notification of termination must be in writing and issued by Customer's or authorized representative. Subsequent years' termination notices must be received no later than thirty (30) days prior to the end of the then current Term. All usage of PD 360 content in any form, whether through PD 360 or through any other means, is under a non-exclusive license that terminates upon termination of the Agreement. Notice of termination should be sent to: PD 360 Licenses, School Improvement Network, 32 West Center Street, Midvale, UT 84047; or faxed to 801-566-6885.

Payment and Invoicing Terms

SINET will invoice Indian River County School District as follows:

1st Invoice - July, 2012 - US \$57,390.00

Invoicing Terms are Net 30. Delinquent balances will be assessed finance charges at the annual rate of 18%.

Invoicing Information

Shipping Information

Dr. Fran Adams Assistant Superintendent of Curriculum Indian River County School District 1990 25th Street Vero Beach, FL 32960 (772) 564-3014 fran.adams@indianriverschools.org

Billing Information

Check here if same as shipping _____

Name:	Terri D'Albora
Title:	Assistant Superintendent of Curriculum
Address:	1990 25th St
City:	Vero Beach
State:	FL
Country:	
ZIP Code:	32960-3367
Phone:	(772) 564-3014
Email:	Terri.D'Albora@indianriverschools.org

Tax Exemption Certificate

Please include state sales tax exemption certificate when submitting this document. If certificate is not present, sales tax will be assessed.

Hosting Options (PD 360 Only)

Indian River County School District must choose one of the following hosting options:

_____SINET hosted: content will live on SINET servers and will be available via the Internet.

Indian River County School District hosted: content will live on one or more servers managed by Indian River County School District, with SINET servers as a backup in the event that Indian River County School District's servers are not available.

Requested Service Availability Date

Indian River County School District would like access to PD 360 to be ready by

This Purchase and Pricing Agreement is valid for 45 days from the Effective Date unless accepted in writing with the expected purchase date by Indian River County School District and returned to SINET on or before the expiration date via mail or fax at 801-566-6885.

I understand that by signing this agreement, Indian River County School District is agreeing to purchase PD 360 per the pricing in this agreement for one year.

Indian River County School District will purchase via (Check the desired option):

Purchase Order Number:

Purchase Order Number will be mailed within fourteen days

Check will be mailed within fourteen days

Send purchase order or check to:

Accounts Payable School Improvement Network 32 West Center Street Midvale, UT 84047

Agreed and accepted:

Indian River County School District

Signature:	Date
Frances Adams	
Title: Superintendent	
School Improvement Network	
Signature:	Date
Name:	
Title:	

Sole Source Provider

Indian River County School District 1990 25th St Vero Beach, FL 32960-3367

To whom it may concern:

School Improvement Network owns the copyrights to, and is the sole source provider for the professional development online service, PD 360-Professional Development On Demand, and all video programs associated with PD 360.

PD 360 is published by the School Improvement Network and can only be purchased from the School Improvement Network

Sincerely,

Chet D. Linton Chief Executive Officer

May 16, 2011

3 Year PD 360 Purchase and Pricing Agreement for Indian River County School District

PD 360 Professional Development On-Demand is a web-based, on-demand professional learning resource that supports you in the establishment of a systemic, job-embedded program that emphasizes classroom implementation. Full use and implementation of PD 360 may take time; therefore, this proposal is your assurance of pricing for at least three years and reflects a significant discount to promote proper implementation and maximum return on investment. Observation 360 is a handheld observation tool tightly integrated with PD 360, which enables teachers to see the results of the observation inside PD 360 and get specific recommendations on PD 360 resources.

PD 360 Annual Licensing Pricing - Valid until 06/30/2011

License includes unlimited access for every staff member in each site to:

• The teacher and leadership pedagogy library that is part of the "PD 360 Professional Learning Subscription" license. Common Core 360 Content and Observation 360 are not included as part of the "PD 360 Core" license, and are included in this agreement only if they are specified in the below list.

Technical support.

 Content additions twice a year, with content released in January and additional content released in July. For complete details of upcoming content, visit http://schoolimprovement.com/pd360 new content/.

Program software updates related to the pedagogy library.

· Facilitator guides, reporting, and administrative functionality.

• Access to the free community, groups and colleague applications; participation in groups that require additional fees for participation are not included.

Description	Quantity	Price
PD360 1 Year Subscription Annual Price (\$2,495 per school)	District Wide	\$54,890.00
PD360 On-Site Training (\$2,500 per day plus 1 free day for Follow up)Training is described below	3	\$5,000.00
Total 1st Year Invoice		\$59,890.00

*This pricing is locked and will not go up in price for the next 3 years as Indian River chooses to renew annually.

*The School Improvement Network understands that payment for PD360 will not happen until after July 1st, 2011.

*The School Improvement Network understands that this signed contract is contingent on the board meeting on June 14th.

Page 1 of 6

Action G - 6/14/2011 Consent Q - 6/12/2012

Page 7 of 12

PD 360 TRAINING

Training is essential for educators to learn to use PD 360 proficiently and apply the new learning in the classroom. PD 360 Training requires two 3-hour training sessions, 30 days apart.

Level 1: Getting Started with PD 360 (3+ hours)

Target: Develop proficiency and comfort with PD 360. Purpose: Training of school leadership to roll out PD 360 with school colleagues.

Level 2: Going Deeper into PD 360 (3+ hours)

Target: Implement PD 360 as the foundational tool for professional learning. Purpose: Expand the knowledge of PD 360 and create accountability.

On-site Coaching

Two to four 90-minute one-on-one coaching sessions for leadership teams that participated in Level 1 and Level 2 training at their school site. Coaching sessions are designed to review building level data, implementation, and goal achievement in order to build capacity and expand usage of PD 360.

Level 3, Optional: Creating Custom Courses & Observation 360

A 2 to 3 hour session is available for those desiring training to create custom courses for the school or district, or how to use Observation 360, the handheld observation tool linked tightly to PD 360. This session can also include training in the use of the PD 360 Offline Player. District level leaders will learn how to download video segments for use in areas that do not have internet connectivity or lack broadband capacity to play PD 360 videos.

* If the date is changed less than four weeks prior to the scheduled date, a \$500 airfare change fee will be charged.

Page 2 of 6 Page 8 of 12

Purchase and Pricing Agreement

THIS PURCHASE AND PRICING AGREEMENT (the "Agreement") for access to PD 360 is entered into as of April 07, 2011 (the "Effective Date") between the SCHOOL IMPROVEMENT NETWORK, INC. (SINET), a Utah corporation and Indian River County School District.

Term

The initial term of this Agreement shall begin on at the earliest of the signing of this agreement, or the date a purchase order is received by SINET in the amount stated above, and shall continue for a period of one (1) year (the "Initial Term").

Termination

Years following the current term may be terminated without liability to the Customer when it is deemed to be in the best interest of the Customer to so act. Notification of termination must be in writing and issued by Customer's or authorized representative. Subsequent years' termination notices must be received no later than thirty (30) days prior to the end of the then current Term. All usage of PD 360 content in any form, whether through PD 360 or through any other means, is under a non-exclusive license that terminates upon termination of the Agreement. Notice of termination should be sent to: PD 360 Licenses, School Improvement Network, 32 West Center Street, Midvale, UT 84047; or faxed to 801-566-6885.

Payment and Invoicing Terms

SINET will invoice Indian River County School District as follows:

1st Invoice - July, 2011 - US \$59,890.00

Invoicing Terms are Net 30. Delinquent balances will be assessed finance charges at the annual rate of 18%.

Page 3 of 6 Page 9 of 12

Hosting Options (PD 360 Only)

Indian River County School District must choose one of the following hosting options:

_____SINET hosted: content will live on SINET servers and will be available via the Internet.

Indian River County School District hosted: content will live on one or more servers managed by Indian River County School District, with SINET servers as a backup in the event that Indian River County School District's servers are not available.

Requested Service Availability Date

Indian River County School District would like access to PD 360 to be ready by

This Purchase and Pricing Agreement is valid for 45 days from the Effective Date unless accepted in writing with the expected purchase date by Indian River County School District and returned to SINET on or before the expiration date via mail or fax at 801-566-6885.

I understand that by signing this agreement, Indian River County School District is agreeing to purchase PD 360 per the pricing in this agreement for one year.

Indian River County School District will purchase via (Check the desired option):

____Purchase Order Number: ___

Purchase Order Number will be mailed within fourteen days

____Check will be mailed within fourteen days

Send purchase order or check to:

Accounts Payable School Improvement Network 32 West Center Street Midvale, UT 84047

Agreed and accepted:

Indian River Cou	nty School District				
Signature	unus Lala	Date	5/	17	2011
Frances Adams	\bigcirc		/	/	

Frances Adams

Title: Assistant Superintendent of Curriculum and Instruction

School Improvement Network

Signature:_____

Date_____

Name:_____

Title:

Page 4 of 6 Page 10 of 12

Invoicing Information

Shipping Information

Dr. Fran Adams Assistant Superintendent of Curriculum Indian River County School District 1990 25th Street Vero Beach, FL 32960 (772) 564-3014 fran.adams@indianriverschools.org

Billing Information

Check here if same as shipping _____

Name:	Dr. Fran Adams
Title:	Assistant Superintendent of Curriculum
Address:	1990 25th St
City:	Vero Beach
State:	FL
Country:	
ZIP Code:	32960-3367
Phone:	(772) 564-3014
Email:	fran.adams@indianriverschools.org

Tax Exemption Certificate

Please include state sales tax exemption certificate when submitting this document. If certificate is not present, sales tax will be assessed.

Page 5 of 6 Page 11 of 12

SCH IMPROVEN NETW

Sole Source Provider

Indian River County School District 1990 25th St Vero Beach, FL 32960-3367

To whom it may concern:

School Improvement Network owns the copyrights to, and is the sole source provider for the professional development online service, PD 360-Professional Development On Demand, and all video programs associated with PD 360.

PD 360 is published by the School Improvement Network and can only be purchased from the School Improvement Network

Sincerely,

Chet D. Linton Chief Executive Officer

Page 6 of 6 Page 12 of 12

School District of Indian River County Amendment to District School Budget FY 2011-2012 Amendment #2. – Capital Projects Fund

Estimated Revenue:

During the period ended May 31, 2012 there was a net decrease of (\$70,441) in Estimated Revenue. This was composed of the following:

1.	Increase in Estimated Interest due to interest earned year to date on Charter School Local Capital Improvement	
	Tax – Florida Statute 1011.71 (2) funds	\$ 365
2.	Increase in Estimated Interest to use up FY 2008 Classrooms	
	For Kids funds	80
3.	Decrease in State Charter School Capital Outlay	
	by the FLDOE	<u>(70,886)</u>
	Total net decrease in Estimated Revenue	(\$ 70,441)
	rotal not approace in Estimated Revenue	(*

Appropriations:

Other Capital Funds:

1.	Decrease in Transfer to General Fund for Reduction in	
	State Charter School Capital Outlay by the FLDOE	(70,886)

Other changes in object codes in Appropriations in all other funds were due to refining of the coding of projects during the period.

ellins

Consent R - 6/12/201

SCHOOL DISTRICT OF INDIAN RIVER COUNTY AMENDMENT No. 2 Consolidated Capital Projects

ESTIMATED REVENUE						
	Function	Present Budget	Increase	Decrease	Revised Budget	
Totals		92,296,172.12	445.33	70,885.96	92,225,731.49	
CO & DS Distributed	3321	68,705.00	0.00	0.00	68,705.00	
Interest on Undistributed CO & DS	3325	0.00	0.00	0.00	0.00	
PECO Funds	3391	0.00	0.00	0.00	0.00	
Classrooms for Kids	3396	16,899.00	0.00	0.00	16,899.00	
Charter School Capital Outlay	3397	871,022.00	0.00	70,885.96	800,136.04	
Miscellaneous State Source	3399	30,000.00	0.00	0.00	30,000.00	
Local Capital Improvement Tax	3413	20,223,839.00	0.00	0.00	20,223,839.00	
Tax Redemptions	3421	0.00	0.00	0.00	0.00	
Interest on Investments	3431	101,811,11	445.33	0.00	102,256.44	
Increase (Decrease) FMV of Investments	3433	0.00	0.00	0.00	0.00	
Impact Fees	3496	0.00	0.00	0.00	0.00	
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00	
Proceeds of Certificates of Participation/QSCBs	3750	0.00	0.00	0.00	0.00	
Premium on Sale of Bonds and COPS	3790	0.00	0.00	0.00	0.00	
Fund Equity	2700	70,983,896.01	0.00	0.00	70,983,896.01	
		APPROPRIATIONS	5			

	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	47,483,220.34	340,958.84	863,023.38	46,961,155.80
Furniture / Fixtures / Equipment	7400 - 640	5,344,901.08	560,479.70	512,964.83	5,392,415.95
Motor Vehicles	7400 - 650	1,506,925.50	0.00	25,000.00	1,481,925.50
Land	7400 - 660	1,022,580.00	0.00	239,395.00	783,185.00
Improvements Other Than Bldgs.	7400 - 670	3,287,812.00	560,137.86	0.00	3,847,949.86
Remodeling & Renovations	7400 - 680	17,034,079.75	180,452.14	1,200,00	17,213,331.89
Computer Software	7400 - 690	10,284.46	0.00	0.00	10,284.46
Debt Services	9200 - 730	31,416.82	0.00	0.00	31,416.82
Transfer to General Fund	9700 - 910	871,022.00	0.00	70,885.96	800,136.04
Transfer to Debt Service Fund	9700 - 920	11,442,211.19	0.00	0.00	11,442,211.19
Restricted Fund Balance	2700	4,261,718.98	0.00	0.00	4,261,718.98
Totals		92,296,172,12	1.642.028.54	1,712,469,17	92,225,731.49

Adopted By Board: _____ June 12, 2012

District Superintendent's Signature

ENC 6-4-12

SCHOOL DISTRICT OF INDIAN RIVER COUNTY AMENDMENT No. 2 COBI Bonds Capital Projects

ESTIMATED REVENUE						
	Function	Present Budget	Increase	Decrease	Revised Budget	
Totals	······································	406,259.57	0.00	0.00	406,259.57	
CO & DS Distributed	3321	0.00	0.00	0.00	0.00	
PECO Funds	3391	0.00	0.00	0.00	0.00	
Classrooms for Kids	3396	0.00	0,00	0,00	0.00	
Charter School Capital Outlay	3397	0.00	0.00	0.00	0,0(
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00	
Local Capital Improvement Tax	3413	0.00	0.00	0.00	0.00	
Interest on Investments	3430	0.00	0.00	0.00	0.00	
Increase (Decrease) FMV of Investments	3433	0.00	0.00	0.00	0.00	
Impact Fees	3496	0.00	0.00	0.00	0.00	
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.0	
Proceeds of Certificates of Participation/QSCBs	3750	0.00	0.00	0.00	0.00	
Premium on Sale of Bonds and COPS	3790	0.00	0.00	0.00	0,00	
Fund Equity	2700	406,259.57	0.00	0.00	406,259.57	

APPROPRIATIONS

	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	0.00	0.00	0.00	0,00
Furniture / Fixtures / Equipment	7400 - 640		0.00	18.37	281.63
Motor Vehicles	7400 - 650	0.00	0.00	0.00	0.00
Land	7400 - 660	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	13,779.17	0,00	0.00	13,779.17
Remodeling & Renovations	7400 - 680	374,689.48	18,37	0.00	374,707.85
Computer Software	7400 - 690	9,728.00	0.00	0.00	9,728.00
Debt Services	9200 - 730	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	0.00	0.00	0.00	0.00
Transfer to Debt Service Fund	9700 - 920	0,00	0,00	0.00	0,00
Unappropriated Fund Balance	2700	7,762.92	0.00	0.00	7,762.92
Totals		406,259,57	18.37	18.37	406,259.57

Adopted By Board: _____ June 12, 2012

GN 6-4-12

SCHOOL DISTRICT OF INDIAN RIVER COUNTY AMENDMENT No. 2 PECO Capital Projects

ESTIMATED REVENUE							
	Function	Present Budget	Increase	Decrease	Revised Budget		
Totals		903,821.30	0.00	0.00	903,821.30		
CO & DS Distributed	3321	0.00	0.00	0.00	0.00		
PECO Funds	3391	0.00	0.00	0.00	0,00		
Classrooms for Kids	3396	0.00	0.00	0.00	0,00		
Charter School Capital Outlay	3397	0.00	0.00	0.00	0.00		
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00		
Local Capital Improvement Tax	3413	0,00	0.00	0.00	0.00		
Interest on Investments	3431	0.00	0.00	0.00	0.00		
Increase (Decrease) FMV of Investments	3433	0.00	0.00	0.00	0.00		
Impact Fees	3496	0,00	0.00	0.00	0.00		
Sale of State Board of Education Bonds	3711	0,00	0.00	0.00	0.00		
Proceeds of Certificates of Participation/QSCBs	3750	0.00	0.00	0.00	0.00		
Premium on Sale of Bonds and COPS	3790	0.00	0.00	0.00	0.00		
Fund Equity	2700	903,821,30	0.00	0.00	903,821.30		
		APPROPRIATION	5				

	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	0.00	0.00	0.00	0.00
Furniture / Fixtures / Equipment	7400 - 640	0.00	0.00	0.00	0.00
Motor Vehicles	7400 - 650	0.00	0.00	0.00	0.00
Land	7400 - 660	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	160,742,83	1,200.00	0.00	161,942.83
Remodeling & Renovations	7400 - 680	742,154.18	0.00	1,200.00	740,954,18
Computer Software	7400 - 690	0.00	0.00	0.00	0,00
Debt Services	9200 - 730	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	0.00	0.00	0.00	0.00
Transfer to Debt Service Fund	9700 - 920	0.00	0.00	0.00	0.00
Restricted Fund Balance	2700	924.29	0.00	0.00	924.29
Totals		903,821.30	1,200.00	1,200,00	903,821.30

Adopted By Board: _____ June 12, 2012

CH 6-4-12

SCHOOL DISTRICT OF INDIAN RIVER COUNTY AMENDMENT No. 2 CO/DS **Capital Projects**

ESTIMATED REVENUE									
	Function	Present Budget	Increase	Decrease	Revised Budget				
Totals		496,421.08	0.00	0.00	496,421.08				
CO & DS Distributed	3321	68,705.00	0.00	0.00	68,705.00				
Interest on Undistributed CO & DS	3325	0.00	0.00	0.00	0.00				
PECO Funds	3391	0.00	0.00	0.00	0.00				
Classrooms for Kids	3396	0.00	0.00	0.00	0.00				
Charter School Capital Outlay	3397	0.00	0.00	0.00	0.00				
Miscellaneous State Source	3399	0.00	0.00	0,00	0.00				
Local Capital Improvement Tax	3413	0.00	0.00	0.00	0.00				
Interest on Investments	3430	0.00	0.00	0.00	0.00				
Increase (Decrease) FMV of Investments	3433	0.00	0.00	0.00	0.00				
Impact Fees	3496	0.00	0.00	0.00	0.00				
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00				
Proceeds of Certificates of Participation/QSCBs	3750	0.00	0.00	0.00	0.00				
Premium on Sale of Bonds and COPS	3790	0.00	0.00	0.00	0.00				
Fund Equity	2700	427,716.08	0.00	0.00	427,716.08				
				<u></u>					
		APPROPRIATIONS	S						
	Function/Object	Present Budget	Increase	Decrease	Revised Budget				
Buildings & Fixed Equipment	7400 - 630	0.00	0.00	0.00	0.00				
Furniture / Fixtures / Equipment	7400 - 640	4,440.00	0.00	0,00	4,440.00				
Motor Vehicles	7400 - 650	0.00	0.00	0.00	0.00				
Land	7400 - 660	0.00	0.00	0.00	0.00				
Improvements Other Than Bldgs.	7400 - 670	72,720,73	0.00	0.00	72,720,73				
Remodeling & Renovations	7400 - 680	190,703.48	0.00	0.00	190,703.48				
Computer Software	7400 - 690	0.00	0.00	0,00	0.00				
Debt Services	9200 - 730	0.00	0.00	0,00	0.00				
Transfer to General Fund	9700 - 910	0.00	0.00	0.00	0.00				
Transfer to Debt Service Fund	9700 - 920	0.00	0.00	0,00	0.00				
Restricted Fund Balance	2700	228,556.87	0,00	0.00	228,556.87				

Adopted By Board: _____ June 12, 2012

District Superintendent's Signature

24-6-4-12

Consent R - 6/12/2012

SCHOOL DISTRICT OF INDIAN RIVER COUNTY AMENDMENT No. 2 Local Capital Improvement Tax -- Florida Statute 1011.71 (2) Capital Projects

ESTIMATED REVENUE								
	Function	Present Budget	Increase	Decrease	Revised Budget			
Totals		49,626,993.64	365.08	0.00	49,627,358.72			
CO & DS Distributed	3321	0.00	0,00	0.00	0.00			
PECO Funds	3391	0.00	0,00	0.00	0.00			
Classrooms for Kids	3396	0.00	0.00	0.00	0.00			
Charter School Capital Outlay	3397	0.00	0.00	0.00	0.00			
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00			
Local Capital Improvement Tax	3413	20,223,839.00	0,00	0.00	20,223,839.00			
Tax Redemptions	3421	0.00	0.00	0.00	0.00			
Interest on Investments	3431	101,811.11	365.08	0.00	102,176.19			
Increase (Decrease) FMV of Investments	3433	0,00	0.00	0.00	0.00			
Impact Fees	3496	0.00	0.00	0.00	0.00			
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00			
Proceeds of Certificates of Participation/QSCBs	3750	0.00	0.00	0,00	0.00			
Premium on Sale of Bonds and COPS	3790	0.00	0.00	0.00	0.00			
Fund Equity	2700	29,301,343.53	0.00	0.00	29,301,343.53			
		APPROPRIATIO	ONS					
, , , , , , , , , , , , , , , , , , ,	Function/Object	Present Budget	Increase	Decrease	Revised Budget			

	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	11,950,732.70	0.00	863,023.38	11,087,709.32
Furniture / Fixtures / Equipment	7400 - 640	3,692,964.13	560,479.70	0.00	4,253,443.83
Motor Vehicles	7400 - 650	1,500,650.00	0.00	18,724.50	1,481,925.50
Land	7400 - 660	1,000,000.00	0.00	239,395.00	760,605.00
Improvements Other Than Bldgs.	7400 - 670	1,689,246.37	394,937.86	0.00	2,084,184,23
Remodeling & Renovations	7400 - 680	15,591,409.84	166,090.40	0.00	15,757,500.24
Computer Software	7400 - 690	556.46	0.00	0,00	556.46
Debt Services	9200 - 730	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	0.00	0.00	0.00	0,00
Transfer to Debt Service Fund	9700 - 920	11,442,211.19	0.00	0.00	11,442,211.19
Restricted Fund Balance	2700	2,759,222.95	0.00	0.00	2,759,222.95
Totals		49,626,993.64	1,121,507.96	1,121,142.88	49,627,358.72

Adopted By Board: _____ June 12, 2012

EN 6-4-12

SCHOOL DISTRICT OF INDIAN RIVER COUNTY AMENDMENT No. 2 Certificates of Participation Series 2005 Capital Projects

ESTIMATED REVENUE								
	Function	Present Budget	Increase	Decrease	Revised Budget			
Totals		2,279,656.49	0.00	0.00	2,279,656.49			
CO & DS Distributed	3321	0.00	0.00	0.00	0.00			
PECO Funds	3391	0,00	0.00	0.00	0.00			
Classrooms for Kids	3396	0.00	0.00	0.00	0.00			
Charter School Capital Outlay	3397	0,00	0.00	0.00	0.00			
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00			
Local Capital Improvement Tax	3413	0,00	0.00	0.00	0.00			
Interest on Investments	3431	0.00	0.00	0.00	0.00			
Increase (Decrease) FMV of Investments	3433	0.00	0.00	0.00	0.00			
Impact Fees	3496	0.00	0.00	0.00	0.00			
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00			
Proceeds of Certificates of Participation/QSCBs	3750	0.00	0.00	0,00	0.00			
Premium on Sale of Bonds and COPS	3790	0.00	0.00	0.00	0.00			
Fund Equity	2700	2,279,656.49	0.00	0,00	2,279,656.49			

APPROPRIATIONS

	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	850,610.84	0.00	0.00	850,610.84
Furniture / Fixtures / Equipment	7400 - 640	0.00	0.00	0.00	0.00
Motor Vehicles	7400 - 650	0.00	0.00	0.00	0,00
Land	7400 - 660	22,580.00	0.00	0.00	22,580.00
Improvements Other Than Bldgs.	. 7400 - 670	0.00	0.00	0.00	0.00
Remodeling & Renovations	7400 - 680	0.00	0.00	0.00	0.00
Computer Software	7400 - 690	0.00	0.00	0.00	0.00
Debt Services	9200 - 730	11,897.89	0.00	0.00	11,897.89
Transfer to General Fund	9700 - 910	0.00	0.00	0.00	0.00
Transfer to Debt Service Fund	9700 - 920	0.00	0.00	0.00	0.00
Restricted Fund Balance	2700	1,394,567.76	0.00	0.00	1,394,567.76
Totals		2,279,656,49	0.00	0.00	2,279,656.49

Adopted By Board: _____ June 12, 2012

EH 6-4-12

SCHOOL DISTRICT OF INDIAN RIVER COUNTY AMENDMENT No. 2 Certificates of Participation Series 2007 Capital Projects

ESTIMATED REVENUE								
	Function	Present Budget	Increase	Decrease	Revised Budget			
Totals		2,405,925.22	0.00	0,00	2,405,925.22			
CO & DS Distributed	3321	0.00	0.00	0.00	0.00			
PECO Funds	3391	0,00	. 0.00	0.00	0.00			
Classrooms for Kids	3396	0.00	0.00	0,00	0.00			
Charter School Capital Outlay	3397	0.00	0.00	0,00	0.00			
Miscellaneous State Source	3399	0,00	0.00	0.00	0.00			
Local Capital Improvement Tax	3413	0,00	0.00	0.00	0.00			
Interest on Investments	3431	0.00	0.00	0,00	0.00			
Increase (Decrease) FMV of Investments	3433	0.00	0.00	0,00	0.00			
Impact Fees	3496	0.00	0.00	0.00	0.00			
Sale of State Board of Education Bonds	3711	0,00	0.00	0,00	0.00			
Proceeds of Certificates of Participation/QSCBs	3750	0.00	0.00	0.00	0,00			
Premium on Sale of Bonds and COPS	3790	0.00	0.00	0.00	0.00			
Fund Equity	2700	2,405,925.22	0.00	0,00	2,405,925.22			

APPROPRIATIONS

	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	1,039,951,83	138,574.61	0.00	1,178,526.44
Furniture / Fixtures / Equipment	7400 - 640	238,634.07	0.00	132,299,11	106,334.96
Motor Vehicles	7400 - 650	6,275,50	0.00	6,275.50	0.00
Land	7400 - 660	0,00	0.00	0,00	0.00
Improvements Other Than Bldgs.	7400 - 670	1,272,219.49	0.00	0.00	1,272,219,49
Remodeling & Renovations	7400 - 680	0.00	0.00	0.00	0,00
Computer Software	7400 - 690	0.00	0.00	0.00	0.00
Debt Services	9200 - 730	4,030.17	0.00	0.00	4,030,17
Transfer to General Fund	9700 - 910	0,00	0.00	0,00	0,00
Transfer to Debt Service Fund	9700 - 920	0.00	0.00	0.00	0,00
Restricted Fund Balance	2700	(155,185.84)	0.00	0.00	(155,185.84)
Totals		2,405,925.22	138,574,61	138,574.61	2,405,925.22

Adopted By Board: _____ June 12, 2012

BA 6-4-h

SCHOOL DISTRICT OF INDIAN RIVER COUNTY AMENDMENT No. 2 Qualified School Construction Bonds Series 2010 **Capital Projects**

ESTIMATED REVENUE								
	Function	Present Budget	Increase	Decrease	Revised Budget			
Totals		24,790,270.07	0.00	0.00	24,790,270.07			
CO & DS Distributed	3321	0.00	0.00	0.00	0.00			
PECO Funds	3391	0.00	0.00	0.00	0.00			
Classrooms for Kids	3396	0,00	0.00	0.00	0 00			
Charter School Capital Outlay	3397	0.00	0.00	0,00	0.00			
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00			
Local Capital Improvement Tax	3413	0.00	0.00	0.00	0.00			
Interest on Investments	3431	0.00	0.00	0.00	0.00			
Increase (Decrease) FMV of Investments	3433	0.00	0.00	0.00	0.00			
Impact Fees	3496	0.00	0.00	0.00	0.00			
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00			
Proceeds of Certificates of Participation/QSCBs	3750	0.00	0.00	0.00	0.00			
Premium on Sale of Bonds and COPS	3790	0.00	0.00	0.00	0.00			
Fund Equity	2700	24,790,270,07	0,00	0.00	24,790,270,07			
		APPROPRIATION	s 					
	Function/Object		1					
	-	Present Budget	Increase	Decrease	Revised Budget			
Buildings & Fixed Equipment	7400 - 630	23,352,902.08	Increase 202,303.98	Decrease	Revised Budget 23,555,206.06			
	7400 - 630							
Buildings & Fixed Equipment Furniture / Fixtures / Equipment Motor Vehicles		23,352,902.08	202,303.98	0.00	23,555,206.06			
Furniture / Fixtures / Equipment	7400 - 640	23,352,902.08 1,378,210.72	202,303.98	0.00 366,303.98	23,555,206.06 1,011,906.74			
Furniture / Fixtures / Equipment Motor Vehicles Land	7400 - 640 7400 - 650	23,352,902.08 1,378,210.72 0.00 0.00	202,303.98 0.00 0.00	0.00 366,303.98 0.00	23,555,206.06 1,011,906.74 0.00			
Furniture / Fixtures / Equipment Motor Vehicles	7400 - 640 7400 - 650 7400 - 660	23,352,902.08 1,378,210.72 0.00	202,303.98 0.00 0.00 0.00	0.00 366,303.98 0.00 0.00	23,555,206.06 1,011,906.74 0.00 0.00			
Furniture / Fixtures / Equipment Motor Vehicles Land Improvements Other Than Bldgs.	7400 - 640 7400 - 650 7400 - 660 7400 - 670	23,352,902.08 1,378,210.72 0.00 0.00 21,690.84	202,303.98 0.00 0.00 0.00 164,000.00	0.00 366,303.98 0.00 0.00 0.00	23,555,206.06 1,011,906.74 0.00 0.00 185,690.84			
Furniture / Fixtures / Equipment Motor Vehicles Land Improvements Other Than Bldgs. Remodeling & Renovations	7400 - 640 7400 - 650 7400 - 660 7400 - 670 7400 - 680	23,352,902.08 1,378,210.72 0.00 0.00 21,690.84 0.00	202,303.98 0.00 0.00 0.00 164,000.00 0.00	0.00 366,303.98 0.00 0.00 0.00 0.00	23,555,206.06 1,011,906.74 0,00 0,00 185,690.84 0,00			
Furniture / Fixtures / Equipment Motor Vehicles Land Improvements Other Than Bldgs. Remodeling & Renovations Computer Software	7400 - 640 7400 - 650 7400 - 660 7400 - 670 7400 - 680 7400 - 690	23,352,902.08 1,378,210.72 0.00 0.00 21,690.84 0.00 0.00	202,303.98 0.00 0.00 0.00 164,000.00 0.00 0.00	0.00 366,303,98 0.00 0.00 0.00 0.00 0.00	23,555,206.06 1,011,906.74 0,00 0,00 185,690.84 0,00 0,00			
Furniture / Fixtures / Equipment Motor Vehicles Land Improvements Other Than Bldgs. Remodeling & Renovations Computer Software Debt Services	7400 - 640 7400 - 650 7400 - 660 7400 - 670 7400 - 680 7400 - 690 9200 - 730	23,352,902.08 1,378,210.72 0.00 21,690.84 0.00 0.00 15,488.76	202,303.98 0.00 0.00 164,000.00 0.00 0.00 0.00 0.00	0.00 366,303.98 0.00 0.00 0.00 0.00 0.00 0.00	23,555,206.06 1,011,906.74 0,00 000 185,690.84 0,00 0,00 15,488.76			
Furniture / Fixtures / Equipment Motor Vehicles Land Improvements Other Than Bldgs. Remodeling & Renovations Computer Software Debt Services Transfer to General Fund	7400 - 640 7400 - 650 7400 - 650 7400 - 660 7400 - 670 7400 - 680 7400 - 690 9200 - 730 9700 - 910	23,352,902.08 1,378,210.72 0.00 0.00 21,690.84 0.00 0.00 15,488.76 0.00	202,303.98 0.00 0.00 164,000.00 0.00 0.00 0.00 0.00 0.00	0.00 366,303.98 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	23,555,206.06 1,011,906.74 0,00 0,00 185,690.84 0,00 0,00 15,488.76 0,00			

Adopted By Board: ___ _____ June 12, 2012

646412

SCHOOL DISTRICT OF INDIAN RIVER COUNTY AMENDMENT No. 2 Other Capital Funds

Capital Projects

ESTIMATED REVENUE								
	Function	Present Budget	Increase	Decrease	Revised Budget			
Totals		11,386,824,75	80.25	70,885.96	11,316,019.04			
CO & DS Distributed	3321	0.00	0.00	0.00	0.00			
PECO Funds	3391	0.00	0.00	0.00	0.00			
Classrooms for Kids	3396	16,899,00	0.00	0,00	16,899.00			
Charter School Capital Outlay	3397	871,022.00	0.00	70,885.96	800,136.04			
Miscellaneous State Source	3399	30,000.00	0.00	0.00	30,000.00			
Local Capital Improvement Tax	3413	0.00	0.00	0.00	0.00			
Interest on Investments	3431	0.00	80.25	0.00	80.25			
Increase (Decrease) FMV of Investments	3433	0.00	0.00	0.00	0.00			
Impact Fees	3496	0.00	0.00	0,00	0.00			
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00			
Proceeds of Certificates of Participation/QSCBs	3750	0.00	0.00	0.00	0,00			
Premium on Sale of Bonds and COPS	3790	0.00	0.00	0.00	0.00			
Fund Equity	2700	10,468,903.75	0.00	0,00	10,468,903.75			

APPROPRIATIONS

	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	10,289,022.89	80.25	0.00	10,289,103.14
Furniture / Fixtures / Equipment	7400 - 640	30,352.16	0.00	14,343.37	16,008.79
Motor Vehicles	7400 - 650	0.00	0.00	0.0	0,00
Land	7400 - 660	0.00	0.00	0,00	0,00
Improvements Other Than Bldgs.	7400 - 670	57,412.57	0.00	0.0	57,412.57
Remodeling & Renovations	7400 - 680	135,122.77	14,343,37	0.00	149,466.14
Computer Software	7400 - 690	0.00	0.00	0.00	0,00
Debt Services	9200 - 730	0.00	0.00	0.0	0.00
Transfer to General Fund	9700 - 910	871,022.00	0,00	70,885.96	800,136.04
Transfer to Debt Service Fund	9700 - 920	0.00	0.00	0,00	0.00
Restricted Fund Balance	2700	3,892.36	0.00	0,00	3,892.36
Totals		11,386,824,75	14,423.62	85,229.33	11,316,019.04

_____ Јипе 12, 2012 Adopted By Board: ____

District Superintendent's Signature

EN 6-4-12

Consent R - 6/12/2012

School District of Indian River County General Fund Budget Amendment April-May 2012

General Fund - Amendment # 5

ESTIMATED REVENUES

Total estimated revenues increased by \$185,852.30 for the months of April and May, 2012

Object Code 3200 - Federal Through State Sources:

\$	20,386.00	- Increase estimated revenue for the SEDNET program
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\$	20,386.00
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Object Code 3300 - State Sources:

\$ 1,420.34 - Increase	estimated revenue budget for receipt of Postsecondary Education Readiness Test (PERT) FLDOE entitlement
\$ (91,598.00) - Increase	estimated revenue budget for the FEFP 3rd calculation adjustment
\$ 163,812.00 - Increase	estimated revenue budget for Class Size Reduction FEFP funding
\$ 6,999.00 - Increase	estimated revenue budget for Lottery Funds increase in FEFP funding
\$ 80,633.34	

Object Code 3400 - Local Sources:

\$ 25,818.92	- Increase estimated revenue budget for collection of internal accounts reimbursement - Various Schools
\$ 106,000.00	- Increase estimated revenue budget for collection of donation for ForeScout - Ed Foundation/Impact 100
\$ 23,000.00	- Increase estimated revenue budget for collection of donation for the Great Ideas Grant - Vero Beach Elementary
\$ 900.00	- Increase estimated revenue budget for the Saturday Success program at Sebastian River Middle School
\$ 155.718.92	-

Object Code 3600 - Transfers:

\$ (70,885.96) - Decrease in budgeted transfer for State Charter School Capital Outlay funds

\$ (70,885.96)

APPROPRIATIONS

Changes in the Appropriations budget changes are reflected as follows:

\$	25,818.92	- Increase appropriations budget for collection of internal account purchases	
----	-----------	---	--

- \$ 20,386.00 Increase appropriations budget for the SEDNET program
- \$ 106,000.00 Increase appropriations budget for the donation for the ForeScout program
- \$ 23,000.00 Increase appropriations budget for donation from Education Foundation Vero Beach Elementary
- \$ 900.00 Increase appropriations budget for the Saturday Success program at Sebastian River Middle School
- \$ 1,420.34 Increase appropriations budget for Postsecondary Education Reading Test (PERT)
- \$ 79,213.00 Increase appropriations budget for the 4th FEFP Calculation
- \$ (70,885.96) Decrease appropriations budget for Charter School Capital Outlay state allocation
- \$ 185,852.30 Net increase in appropriations budget

BUDGETED FUND BALANCE:

Budgeted fund balance decreased by \$111,401.00 during the months of April and May 2012; due to additional appropriations for the Adult Education program from the program's reserves.

SCHOOL DISTRICT OF INDIAN RIVER COUNTY Amendment # 5 - April-May, 2012 General Fund

	E	STIMATED REVEN	UE		
	Function	Beginning Budget	Increase	Decrease	Final Budget
Grand Totals		135,639,597.46	256,738.26	70,885.96	135,825,449.76
Federal Direct Sources	3100	80,000.00	0.00	0.00	80,000.00
Federal Through State Sources	3200	177,543.15	20,386.00	0.00	197,929.15
State Sources	3300	30,213,335.46	80,633.34	0.00	30,293,968.80
Local Sources	3400	89,572,865.49	155,718.92	0.00	89,728,584.41
Transfers	3600	871,022.00	0.00	70,885.96	800,136.04
Other Financing Sources	3700	152,792.36	0.00	0.00	152,792.36
Fund Equity	2700	14,572,039.00	0.00	0.00	14,572,039.00
		APPROPRIATION	s		
	Function	Beginning Budget	Increase	Decrease	Revised Budget
Instructional Services	5000	82,777,483.87	0.00	119,921.98	82,657,561.89
Pupil Personnel Services	6100	3,432,853.10	14,015.90	0.00	3,446,869.00
Instructional Media Services	6200	1,888,322.91	1,741.78	0.00	1,890,064.69
Instructional Curriculum	6300	3,755,145.35	893.40	0.00	3,756,038.75
Instructional Staff Training	6400	1,081,007.52	29,008.76	0.00	1,110,016.28
Instructional Related Technology	6500	751,376.75	1,424.87	0.00	752,801.62
Board of Education	7100	1,014,346.66	37,580.06	0.00	1,051,926.72
General Administration	7200	383,327.57	876.97	0.00	384,204.54
School Administration	7300	7,105,136.10	0.00	1,780.37	7,103,355.73
Facilities Acquisition and					
Construction	7400	621,799.49	148,494.18	0.00	770,293.67
Fiscal Services	7500	4,072,776.86	0.00	3,057.00	4,069,719.86
Food Services	7600	26,996.18	0.00	0.00	26,996.18
Central Services	7700	1,978,551.59	127,542.47	0.00	2,106,094.06
Transportation Services	7800	5,115,096.65	18,947.43	0.00	5,134,044.08
Operation Services	7900	12,101,308.57	35,242.48	0.00	12,136,551.05
Maintenance Services	8100	782,812.46	0.00	500.00	782,312.46
Administrative Technology Services	8200	1,772,979.52	6,689.20	0.00	1,779,668.72
Community Services	9100	1,222.35	55.15	0.00	1,277.50
Debt Services	9200	118,722.00	0.00	0.00	118,722.00
Transfers	9700	0.00	0.00	0.00	0.00
Budgeted Fund Balance		6,858,331.96	0.00	111,401.00	6,746,930.96
~					
Grand Totals		135,639,597.46	422,512.65	236,660.35	135,825,449.76

Adopted By Board: June 12, 2012

SCHOOL DISTRICT OF INDIAN RIVER COUNTY INTERNAL FUNDS

UNCOLLECTED CHECK WRITE-OFF BY SCHOOL - CHECKS RECEIVED PRIOR TO DECEMBER 31, 2011

School/Site	Date Issued	Check Number	Reason not paid - Bank	Reason not paid - Payliance	Check Amount		Total	
Citrus Elementary School								
Robert Rothenburg	12/2/2009	1028	NSF	Uncollectable	\$	35.00	-	
6							S	35.00
Dodgertown Elementary School								
Curtis Patrick Pittman	3/2/2011	1034	Closed Account	Closed Account	\$	55.00		
		CLARKE COMPL					S	55.00
Gifford Middle School								
Arlene Parsons	8/24/2011	1091	Refer to Maker	Refer to Maker	\$	10.00		
							S	10.00
Glendale Elementary School								
Joseph Lanovara	4/26/2011	1065	Closed Account	Closed Account	\$	60.00		
Joseph Lanovara	10/18/2011	1020	Closed Account	Closed Account	\$	20.00		
							S	80.00
Oslo Middle School								
Janet Barr	4/19/2009	1133	NSF	Time Limit Expired	\$	10.00		
Jennifer Leatherman-Toby	9/1/2011	2783	NSF	Time Limit Expired	\$	18.00		
Phillip Dustinn Keeling	11/22/2011	333	Account Closed	Account Closed	\$	100.00		
							S	128.00
Pelican Island Elementary School								
Andree Marie McDonald	5/22/2011	1072	Closed Account	Closed Account	\$	10.00		
							S	10.00
Rosewood Magnet School								
Dorothy Bainter	10/11/2010	2862	NSF	Time Limit Expired	\$	24.00		
Lushanda Rosier	3/20/2011	977	Stop Payment on Check	Stop Payment on Check	\$	75.00	-	
							\$	99.00
Sebastian River Elementary School	11/6/2000	1200	NCE	Time Limit Doubled	¢	15.00		
Meliss Weber	11/6/2009	1388 159	NSF NSF	Time Limit Expired	\$ \$	15.00		
Elizabeth Colarusso	8/19/2011 8/19/2011	1056	NSF	Uncollectable Uncollectable	5	8.00		
Harriet Hendrieth	8/19/2011	1050	INDE	Unconectable	3	8.00	S	31.00
Sebastian River High School							3	51.00
Robert Barbel	4/18/2011	781	Stop Payment on Check	Stop Payment on Check	\$	65.00	-	
SP Recycling	11/2/2011	12015053	Refer to Maker	Refer to Maker	s	72.63	-	
or need on h		.2010000			•		S	137.63
Storm Grove Middle School								
Jamie Martinez	4/28/2011	1008	Closed Account	Closed Account	\$	35.00		
							S	35.00
Treasure Coast Elementary								
Ricardo Agustin	10/7/2011	1121	Closed Account	Closed Account	\$	14.00		
Carmen Robinson	11/15/2011	395	Closed Account	Closed Account	\$	10.00		
							S	24.00
Vero Beach Elementary School								
Keeley Koch	12/1/2011	1187	Refer to Maker	Refer to Maker	\$	4.00		
							S	4.00
Vero Beach High School								
Barbara Williamson	8/8/2011	1031	NSF	ceeded Max Cks Per Pers	\$	16.95		
Mary Reynolds	9/29/2011	6527	Closed Account	Closed Account	\$	32.10		_
SP Recycling	11/21/2011	9057	Refer to Maker	Refer to Maker	\$	43.75		
							\$	92.80

Prepared by:

Reviewed by:

Date 5/31/2012

Date

Date

Board Approved:

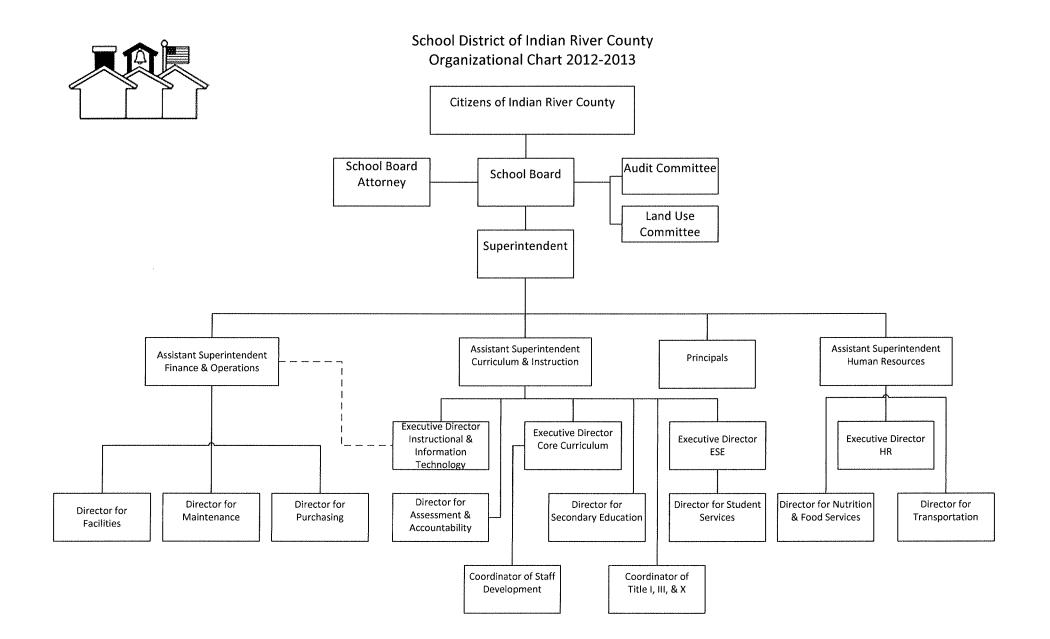
Accounting Manager

Page 1 of 2

Consent S - 6/12/2012

Total <u>\$</u> 741.43

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DRAFT – June 4, 2012

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Schoolhouse Consulting Group, Inc.

571 Kingsbury Terrace * Wellington, Fl 33414 * (561) 644-2439 * Fax: (561) 798-9948 Email: vacrawford@msn.com Website: www.schoolhouseconsulting.com

May 23, 2012

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

Dear Dr. Adams:

I welcome the opportunity to continue the strong working relationship relative to legislative affairs that we have enjoyed among the Treasure Coast districts during the past seven years. It has been advantageous to work collaboratively on issues common to the Treasure Coast region. This letter serves as a cover for the attached invoice to renew services for the 2012-2013 fiscal year and to enhance federal legislative representation at a rate of \$30,875, pro-rated among Indian River, Martin, Okeechobee and St. Lucie School Districts. This amount continues the same rate since FY09. The T-C Workgroup is already part of my contract with the Palm Beach School District. If any district desires services beyond the positions taken by the Treasure Coast districts, such will be separate and independent of this agreement.

Services to be provided by SCGI:

- Coordination with the Board representatives, superintendents and designated staff in the development. preparation and pursuit of mutual legislative issues for 2013, both federal and state, for School Board approval and dissemination;
- Assistance with Treasure Coast district representatives on joint legislative issues prior to and/or after the regular Florida Legislative session in 2013. Such meetings can include pertinent federal issues for Congressional Delegation;
- Copies of the "Know Your Legislator" booklet for Board Members, Superintendent and designated staff;
- Periodic written and verbal reports to Board Members and Superintendents including a tracking chart of all bills potentially affecting PreK-12 education updated bi-weekly before the session and weekly during the session with a wrap-up upon adjournment;
- Distribution of "FYI's" from sources available to SCGI concerning state and federal issues to Board Members and the Superintendent on a routine basis;
- Arrangement of meetings as requested by Board Members and staff with individual legislators in Tallahassee during the session and pre-session committee meetings;
- Arrangement of meetings in Washington with Congressional members and staff as part of NSBA/FRN conferences or at a time when workgroup members would be in Washington;
- Wrap-up session on results of the regular Florida and Congressional sessions;
- "24/7" availability for questions/input on issues during 2013 Florida Legislative session; and
- Attendance, upon request and as scheduling allows, at various meetings involving collective Treasure Coast school district interests.

Dr. Fran Adams, Superintendent

Support Needed from Treasure Coast School Districts:

- An overall primary contact plus a main contact for each district to receive and disseminate documents, FYI's (E-mailed);
- Directory of key representatives of participating districts and after-hours contact numbers for possible use during the session; and
- Ability to analyze and provide feedback (immediate during the session) on impact to the district of specific bills and appropriations proposals.

The breakdown of each district's fee is below. I am proposing no changes as the pro rata relationship of FTE changes among the four districts is very minor for next year. The fee below continues to reflect unweighted FTE percentages based on the 2010-2011 Legislative FEFP Conference Report. The pro rata against the \$30,875 fee is as follows:

Indian River	Fee:	\$ 6,731
Martin		6,700
Okeechobee		2,624
St. Lucie		14,850

I look forward to continuing our relationship. If you have any questions, please call me at (561) 644-2439.

Sincerely,

/s

Vernon A. Pickup-Crawford President and Consultant Schoolhouse Consulting Group, Inc.

/vapc

Attachment (invoice)

Schoolhouse Consulting Group, Inc. 571 Kingsbury Terrace * Wellington, F1 33414 * (561) 644-2439 * Fax: (561) 798-9948 Email: vacrawford@msn.com Website: www.schoolhouseconsulting.com

May 23, 2012

Dr. Fran Adams, Superintendent Indian River County School District 1990 25th Street Vero Beach, FI 32960

Invoice # 384

Renewal of 2012 Treasure Coast Legislative Consulting Contract for July 1, 2012 – June 30, 2013.

Please send payment to address shown above.

Payment due upon receipt and acceptance of renewal

Total \$6731.00

Thank you

Vernon A. Pickup-Crawford Schoolhouse Consulting Group, Inc. FEIN 20-0210864

Action B - 6/12/2012

\$6731.00

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MEMORANDUM OF AGREEMENT BETWEEN THE ENVIRONMENTAL LEARNING CENTER AND THE SCHOOL BOARD OF INDIAN RIVER COUNTY

Agreement made and entered in Indian River County, Florida this <u>12</u> day of <u>June</u>, 2012 by and between the School Board of Indian River hereinafter referred to as the School Board and the Environmental Learning Center, Inc. hereinafter referred to as the ELC.

PURPOSE

The purpose of this agreement is to provide the third and fourth grade students of the School Board an environmental education program and to provide limited access of the ELC facility (as identified in this agreement) to the School Board for educational activities to be provided.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions stated, it is understood and agreed to as follows:

 This contract for Professional Services is effective August 16, 2012 through Aug. 15, 2013.

2. The ELC shall provide the environmental education program for third grades as described in the third grade curricula entitled *Splash* excluding the reference to pre-visits.

3. The ELC shall provide the environmental education program for fourth grade commonly called *Lagoon Days* excluding the reference to pre-visits.

4. The ELC shall provide a teacher orientation for third and fourth grade teachers prior to the start of the environmental education program for each grade level.

5. It shall be the obligation of the ELC to provide use of the facility and campus to School District for 5 weekdays to be used for teacher in-service training

and/or summer youth camp. Said weekdays will be scheduled 30 days in advance and agreed to by the School Board and the ELC.

6. The ELC will be responsible for recording the contact with students of the School Board. A statement of the services rendered by the ELC shall be submitted to the School Board at the conclusion of each program.

7. This agreement shall be conceived for purposes under the laws of the State of Florida and may not be changed, modified, altered or amended, except by an instrument in writing signed by the parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed so that all remaining terms and provision of the Agreement shall otherwise remain in full force and effect.

8. The ELC shall indemnify and hold harmless the School Board, its officers, agents and employees, from any and all claims and causes of action against this School District, its School Board, its officers, agents and employees, arising out of the performance of this Contract by the ELC.

9. During the term of this Agreement, the ELC shall maintain a minimum of \$1,000,000 liability insurance coverage. As evidence of such coverage, the ELC shall furnish the School Board with a Certificate of Insurance naming the School Board as additional insured prior to commencing services under this Agreement and annually, thereafter. Such insurance shall cover the hold harmless agreement above.

10. The ELC shall comply with all applicable Federal and State civil rights and anti-discrimination laws and regulations, including but not limited to Title VI and Title VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (Non-Discrimination against the Handicapped), and Americans with Disabilities Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the School Board shall have the right to terminate this contract for breach.

11. The School Board authorizes the ELC to perform services on a yearly basis. The School Board will exercise control over the curriculum provided by the ELC to ensure the quality and appropriateness of services provided by the ELC to the School District.

12. In payment for the aforementioned services rendered by ELC, it shall be the obligation of the School District to pay \$325.00 for each 3rd grade class that attends and \$508.00 for each 4th grade class. The invoice submitted by the ELC at the end of each program period will be based on the total number of participating classes and billed at the rate stated above.

13. In the event any of the provisions of this contract are violated by the contractor, the Superintendent or his designee shall give written notice to the contractor stating the deficiencies and, unless the deficiencies are corrected within ten (10) days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation thereunder, the School Board of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The School Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board shall only be required to pay to the contractor that amount of the contract actually performed to the date of termination.

14. Assignment of Contracts and Subcontract:

- * Assignment of Contracts: The provider shall not assign the responsibility for performance under this contract to another party without prior written approval of the district.
- * Subcontracts: The provider shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the district. All subcontracts shall be subject to all provisions of this contract and to any conditions of approval deemed necessary by the district. Provider will be responsible for all performance of any subcontractor.
- 15. ELC, and its agents and employees, shall maintain as confidential all student identifying information to the fullest extent required pursuant to the Family Educational Rights and Privacy Act and 1002.22, Florida Statutes. ELC shall not disclose students identifying information to any third person

without obtaining prior written authorization in advance from the superintendent of schools or designee. Without prior approval by the School District in writing, no disclosure of student identifying information to any third person is allowed. Notwithstanding this, disclosure may be made to the personnel of the School Board that ELC directly and necessarily interacts with in the administration of this contract and the performance of the services hereunder.

In Witness Whereof, the parties have set their hands and seal effective the day and year first written above.

School Board of Indian River County

ATTEST:

Jeffrey Pegler Chairperson Dr. Fran Adams, Superintendent

Date

Date

Environmental Learning Center, Inc.

Holly S. Dill Executive Director

Date

schooldistrict/FY '13 contract

MEMORANDUM OF AGREEMENT BETWEEN THE ENVIRONMENTAL LEARNING CENTER AND THE SCHOOL BOARD OF INDIAN RIVER COUNTY

Agreement made and entered in Indian River County, Florida this <u>28th</u> day of <u>June</u>, 2011 by and between the School Board of Indian River hereinafter referred to as the School Board and the Environmental Learning Center, Inc. hereinafter referred to as the ELC.

PURPOSE

The purpose of this agreement is to provide the third, and fourth grade students of the School Board an environmental education program and to provide limited access of the ELC facility (as identified in this agreement) to the School Board for educational activities to be provided.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions stated, it is understood and agreed to as follows:

1. This contract for Professional Services is effective August 16, 2011 through Aug. 15, 2012.

2. The ELC shall provide the environmental education program for third grades as described in the third grade curricula entitled *Splash* excluding the reference to pre-visits.

3. The ELC shall provide the environmental education program for fourth grade commonly called *Lagoon Days* excluding the reference to pre-visits.

4. The ELC shall provide a teacher orientation for third and fourth grade teachers prior to the start of the environmental education program for each grade level.

5. It shall be the obligation of the ELC to provide use of the facility and campus to School District for 5 weekdays to be used for teacher in-service training

and/or summer youth camp. Said weekdays will be scheduled 30 days in advance and agreed to by the School Board and the ELC.

6. The ELC will be responsible for recording the contact with students of the School Board. A statement of the services rendered by the ELC shall be submitted to the School Board at the conclusion of each program.

7. This agreement shall be conceived for purposes under the laws of the State of Florida and may not be changed, modified, altered or amended, except by an instrument in writing signed by the parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed so that all remaining terms and provision of the Agreement shall otherwise remain in full force and effect.

8. The ELC shall indemnify and hold harmless the School Board, its officers, agents and employees, from any and all claims and causes of action against this School District, its School Board, its officers, agents and employees, arising out of the performance of this Contract by the ELC.

9. During the term of this Agreement, the ELC shall maintain a minimum of \$1,000,000 liability insurance coverage. As evidence of such coverage, the ELC shall furnish the School Board with a Certificate of Insurance naming the School Board as additional insured prior to commencing services under this Agreement and annually, thereafter. Such insurance shall cover the hold harmless agreement above.

10. The ELC shall comply with all applicable Federal and State civil rights and anti-discrimination laws and regulations, including but not limited to Title VI and Title VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (Non-Discrimination against the Handicapped), and Americans with Disabilities Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the School Board shall have the right to terminate this contract for breach.

11. The School Board authorizes the ELC to perform services on a yearly basis. The School Board will exercise control over the curriculum provided by the ELC to ensure the quality and appropriateness of services provided by the ELC to the School District.

12. In payment for the aforementioned services rendered by ELC, it shall be the obligation of the School District to pay \$325.00 for each 3rd grade class that attends and \$508.00 for each 4th grade class. The invoice submitted by the ELC at the end of each program period will be based on the total number of participating classes and billed at the rate stated above.

13. In the event any of the provisions of this contract are violated by the contractor, the Superintendent or his designee shall give written notice to the contractor stating the deficiencies and, unless the deficiencies are corrected within ten (10) days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation thereunder, the School Board of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The School Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board shall only be required to pay to the contractor that amount of the contract actually performed to the date of termination.

14. Assignment of Contracts and Subcontract:

- * Assignment of Contracts: The provider shall not assign the responsibility for performance under this contract to another party without prior written approval of the district.
- * Subcontracts: The provider shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the district. All subcontracts shall be subject to all provisions of this contract and to any conditions of approval deemed necessary by the district. Provider will be responsible for all performance of any subcontractor.
- 15. ELC, and its agents and employees, shall maintain as confidential all student identifying information to the fullest extent required pursuant to the Family Educational Rights and Privacy Act and 1002.22, Florida Statutes. ELC shall not disclose students identifying information to any third person

without obtaining prior written authorization in advance from the superintendent of schools or designee. Without prior approval by the School District in writing, no disclosure of student identifying information to any third person is allowed. Notwithstanding this, disclosure may be made to the personnel of the School Board that ELC directly and necessarily interacts with in the administration of this contract and the performance of the services hereunder.

In Witness Whereof, the parties have set their hands and seal effective the day and year first written above.

School Board of Indian River County

Matthew McCain Chairperson

Date

ATTEST:

Dr. Frances J. Adams Superintendent

Date

Environmental Learning Center, Inc.

Holly S. Dill Executive Director

7.26.11

Date

schooldistrict/FY '12 contract

Summary of Revisions to the 2012-2013 Code of Student Conduct

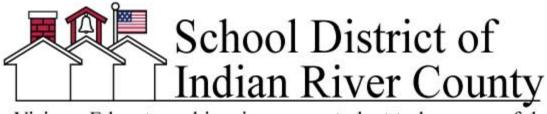
This year's revision committee was very active and offered excellent suggestions. There was more parent, student and teacher involvement than ever before.

Below are changes recommended by the revision committee:

- Consistency for noting the Florida Statutes.
- The attendance subcommittee recommended providing make-up work to all regardless of the type of absence. It is the responsibility of the parent /student to request the work. The larger committee approved the recommended changes.
- Undergarments were changed to underwear.
- Improved wording in the search and seizure section.
- Bullying and harassment was reorganized for better understanding.
- Curricula/trainings were added to "Teen Dating Violence"
- The matrix subcommittee looked carefully at the consequences for each infraction. Changes were made after the larger committee reviewed and approved the changes.
- TERMS codes were added to matrix. This will help staff find the codes more quickly when entering discipline data.
- Infractions were separated for improved communication. Example:

Non-compliance and disrespect/insolence were separated.

• "Failure to serve" was added.



Vision: Educate and inspire every student to be successful Mission: To serve all students with excellence

CODE OF STUDENT CONDUCT School Year 2012-2013

Frances J. Adams, Ed.D. Superintendent

SCHOOL BOARD

Jeffrey Pegler, Chair Carol Johnson, Vice Chair Karen Disney-Brombach Claudia Jiménez Matthew McCain

Approved on TBD www.indianriverschools.org

Indian River County Schools

Adult & Community Education	564-5001
Alternative Education	564-6240
Beachland Elementary School	564-3300
Citrus Elementary School	978-8350
Dodgertown Elementary School	564-4100
Fellsmere Elementary School	564-5970
Freshman Learning Center (VBHS)	564-5800
Gifford Middle School	564-3550
Glendale Elementary School	978-8050
Highlands Elementary School	564-3390
Liberty Magnet School	564-5300
Osceola Magnet School	564-5821
Oslo Middle School	564-3980
Pelican Island Elementary School	564-6500
Rosewood Magnet School	564-3840
Sebastian Elementary School	978-8200
Sebastian River High School	564-4170
Sebastian River Middle School	564-5111
Storm Grove Middle School	564-6400
Treasure Coast Elementary	978-8500
Vero Beach Elementary School	
Vero Beach High School	564-5400
Wabasso School	978-8000
Charter Schools	

Imagine Schools	. 567-2728
Indian River Charter High	567-6600
North County Charter School	. 794-1941
St. Peter's Academy	. 562-1963
Sebastian Charter Junior High	. 388-8838

School Calendar 2012-2013

School BeginsAug. 20
No School/Labor DaySept. 3
No School, Teacher Workday; Inservice Work Day Oct. 19
End 1 st nine weeksOct. 23
Report Cards DistributedNov. 1
Conference NightNov. 8
No School; Teachers Off Due to ConferencesNov. 9
Thanksgiving BreakNov. 19-23
Winter Break Begins Dec. 24
Students Return from Winter Break Jan. 7
Final ExamsJan. 15-17
No School – Teacher Workday Jan. 18
No School/Dr. Martin Luther King, Jr. Day Jan. 21
Start 2 nd Semester Jan. 22
Report Cards Distributed Jan. 31
No School/President's DayFeb. 18
End of 3rd nine weeks Mar. 22
Spring Break Mar. 25 - 29
No School – Teacher WorkdayApr. 1
Students Return from Spring BreakApr. 2
Report Cards DistributedApr. 8
No School – Teacher Workday May 24
No School; Memorial Day Observed May 27
Final ExamsJune 4 – June 6
End 2 nd Sem.; Last Day for Students June 6
Teacher Workday June 7
Graduation - SRHS June 7
Graduation - VBHS June 8
Report Cards Distributed June 14

Who to Contact for Information

Career & Technical Education	564-4995
Charter School Information	564-3209
Elementary Education	564-3067
Enrollment/Attendance Department	564-3145
Exceptional Student Services (ESE)	564-5931
ESE Pre-Kindergarten	564-4166
504 Coordinator	564-5949
Food Services	564-4980
Health Services & Immunizations	564-5940
Home School Registration	564-3100
Magnet School Registration	564-3100
Pre-Kindergarten	564-4169

Psychological Services	564-5949
Public Relations	 564-3216
School Assessment Director	564-3094
School District (Switchboard)	564-3000
School Zoning Information	564-3145
Secondary Education	564-3067
Student Insurance Information	564- <mark>3175</mark>
Student Services	564-5946
Title I/ESOL/Migrant Education	564-3096
Transportation	978-8801
Transportation Hotline	978-8199

TABLE OF CONTENTS

	Page
Superintendent's Message	1
Code of Student Conduct Review Committee	2
Preface	
Student Rights	
Student Responsibilities	
Parental Responsibilities	4
Attendance Procedures K-12	5-7
Dress Code for Students	
Health Information	9
Limited English Proficient Students	9
Authority of School Staff	9
School Resource Officers/Law Enforcement	10
Search and Seizure	10
Bus Safety Rules	10-11
Communication Devices (Electronic and Wireless) and Laser Devices Prohibited	11-12
Bullying and Harassment Prohibited	12-13
Teen Dating Violence or Abuse Prohibited	14
Gun Free Schools	14
Zero Tolerance for Violent Crimes and Victimization	14
Zero Tolerance for Controlled Substances and Alcohol	
Suspension	14-15
Expulsion	15-16
Suspension for Off Campus Felony	
Gang Related Activity	17
Corporal Punishment	17
Maintaining Effective Discipline in the Classroom	17
Introduction to the Matrix of Infractions and Disciplinary Actions	17
Matrix of Disciplinary Infractions and Consequences	
Definitions of Infractions	20-23
Network Access Application	24
Student/Parent Acknowledgement Form	
Statement of Academic Honesty	
Media Release	
Request to Withhold Information	25

TABLE OF CONTENTS - ALPHABETIZED

	Page
Attendance Procedures K-12	5-7
Authority of School Staff	9
Bullying and Harassment Prohibited	
Bus Safety Rules	10-11
Code of Student Conduct Review Committee	2
Communication Devices (Electronic and Wireless) and Laser Devices Prohibited	11-12
Corporal Punishment	
Definitions of Infractions	
Dress Code for Students	
Expulsion	15-16
Gang Related Activity	
Gun Free Schools	
Health Information	9
Introduction to the Matrix of Infractions and Disciplinary Actions	
Limited English Proficient Students	9
Maintaining Effective Discipline in the Classroom	
Matrix of Disciplinary Infractions and Consequences	
Media Release	
Network Access Application	24
Parental Responsibilities	
Preface	
Request to Withhold Information	
School Resource Officers/Law Enforcement	
Search and Seizure	
Statement of Academic Honesty	
Student Responsibilities	
Student Rights	
Student/Parent Acknowledgement Form	
Superintendent's Message	1
Suspension	14-15
Suspension for Off Campus Felonies	
Teen Dating Violence or Abuse Prohibited	
Zero Tolerance for Controlled Substances and Alcohol	
Zero Tolerance for Violent Crimes and Victimization	

School District of Indian River County

1990 25th Street • Vero Beach, Florida 32960-3395 - Telephone: 772-564-3000 • Fax: 772-569-0424

Frances J. Adams, Ed.D. Superintendent

August 2012

Dear Students and Parents:

On behalf of the School District of Indian River County, I extend to you our very best wishes for the 2012-2013 school year. We look forward to serving our students throughout the District by providing meaningful learning opportunities at each of our schools.

As Superintendent of Schools, I ask that both students and parents take time to read and discuss the contents of our Code of Student Conduct. Each student and parent/guardian will be asked to sign for the Code of Student Conduct to ensure receipt of this information. It is particularly important for both students and parents to understand the expectations of the School District in establishing the most positive, safe, and productive environment for learning. Although our school administration and teachers will regularly review expectations for students, we ask that parents discuss with their children expectations for self-discipline and respect for others.

The rules and regulations contained in the Code of Student Conduct apply uniformly to all students enrolled in our school system during the time school is in session, on School Board property at any time, and during extracurricular activities regardless of the location. This Code also applies to students who commit felonies off School Board owned property, as per Florida State Statute 1006.09(2).

This Code is published once a year and, therefore, may not contain the most recent changes in policies and procedures. Changes will be communicated through school newsletters or other means of communication.

Should students or parents have questions regarding the Code of Student Conduct, please call your child's Principal or the office of Mrs. Melinda Gielow, the Director of Student Services at 564-5946.

Best wishes for an outstanding school year.

Sincerely yours,

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

"Educate and inspire every student to be successful"

<u>Karen Disney-Brombach</u>	• <u>Matthew McCain</u>	• <u>Carol Johnson</u>	• <u>Claudia Jimenez</u>	•	<u>Jeffrey Pegler</u>
<u>District 1</u>	<u>District 2</u>	<u>District 3</u>	<u>District 4</u>		<u>District 5</u>
	"To serve all s	students with			

Equal Opportunity Educator and Employer

CODE OF STUDENT CONDUCT 2012-2013 REVIEW COMMITTEE

Mr. Greg Ahrens	Assistant Principal, Vero Beach High School
Mr. Doug Baker	Attendance Officer
Mr. Jeremy Carrasquel	Student, Vero Beach High School
Mrs. Tracy Crawford	School Social Worker
Mrs. Jennifer Cummings	Community Member
Ms. Ruth Fleurant	Student, Sebastian River High School
Mr. Jonathan Flick	Student, Freshman Learning Center
Mr. Luke Flynt	Teacher, Gifford Middle School
Mrs. Toni Gallo	District Student Support Specialist
Mrs. Melinda Gielow	Director of Student Services
Dr. Bud Gill	Principal, Alternative Center for Education
Mrs. Jessica Keaton	Assistant Principal, Sebastian River High School
Mr. Craig Kinsley	Assistant Principal, Gifford Middle School
Mrs. Laura McGill	ESE Program Specialist
Mrs. Cecelia Meeks	Health Services Coordinator
Mrs. Diana Moskowitz	Sr. Secretary, Sebastian River High School
Mrs. Maureen Nicolace	
Mr. Jackson Oberlink	
Ms. Shawna Pennell	
Ms. Terri Pennington	Teacher, Sebastian River Middle School
Dr. Jamie Robison	District Psychologist and 504Coordinator
Mr. Frankie Sanchez	Student, Sebastian River High School
Ms. Kyleigh Savoie	Student, Oslo Middle School
Mrs. Mary Ellen Schneider	Principal, Glendale Elementary
Mrs. Michelle Scott	Teacher, Sebastian River Middle School
Dr. Bennie Shaw	Assistant Principal, Sebastian River Middle School
Mr. Andrew Slagle	Student, Gifford Middle School
Mr. Keith Sloane	Parent, Sebastian River High School
Mr. Chris Taylor	
Dr. Lillian Torres-Martinez	Principal, Highlands Elementary
Mrs. Debbie Kay Whitehouse	Parent, Vero Beach High School

The revision committee met four times to review the recommended changes.

PREFACE

This Code of Student Conduct applies to EVERY student who is under the jurisdiction of the School District. The Code of Student Conduct shall be in effect on school property and at any other property where teachers and school administrators have jurisdiction over students. For example, The Code of Student Conduct shall apply to any student who is in attendance at school or at any school sponsored activity. The Code of Student Conduct shall apply to any student whose conduct at any time or place conflicts with or obstructs the mission or operation of the School District or the safety and welfare of other students or employees. The Code of Student Conduct shall also apply to students when they are being transported on school buses.

Prior to the beginning of each school year, the School Board approves revisions, if any, to the Code of Student Conduct. This Code will be applied in a uniform manner throughout the school district and will be distributed to every student, all teachers and administrators. Additional copies will be made available to other persons upon request and is available on the school district's website: <u>www.indianriverschools.org</u>. Each school will, to the extent possible, obtain a written acknowledgment of receipt of the Code by the student and his/her parents/guardians. The absence of a signed acknowledgment of receipt does not affect the application of the Code to every student under jurisdiction of the School District board.

STUDENT RIGHTS

Students attending the Indian River County Public Schools have the right to a free and appropriate education which includes the right to equal educational opportunities without regard to race, national origin, gender sex, handicap, or marital status. In addition, students have the following rights to:

- 1. Learn in a safe and orderly environment
- 2. Be treated with dignity and respect
- 3. Express opinions and personal points of view at appropriate times, in appropriate measures
- 4. Peaceably assemble
- 5. Be secure in their personal privacy
- 6. Be informed of the rules of conduct
- 7. Have reasonable and fair treatment

STUDENT RESPONSIBILITIES

Students attending Indian River County public schools are expected to follow all school rules and have the responsibility to:

- 1. Attend school regularly
- 2. Treat others with respect
- 3. Treat school property and the property of others with respect
- 4. Respect the privacy of others
- 5. Have in their possession only those items allowed by law and/or School Board rules or policies
- 6. Listen courteously to the opinions and points of view of others
- 7. Come to class on time with all necessary materials and be prepared to learn
- 8. Maximize their learning opportunities
- 9. Report threats and hazardous or dangerous situations to an adult in authority

These rights and responsibilities are not absolute and may be limited when necessary, at the discretion of the principal, to prevent the disruption of the orderly operation of the school.

PARENTAL RESPONSIBILITIES

It is important that home and school work cooperatively together so that each child will succeed in school. The school's responsibility is to provide a quality education in a safe environment for all students. The parents'* responsibilities include the following:

- 1. Understand and support the Code of Student Conduct. Sign and return Student/Parent Acknowledgment form. Discuss the Code of Student Conduct with your child emphasizing that appropriate behavior enhances the learning process.
- 2. Teach your child self respect, respect for the law, respect for authority in the school, and respect for the rights and property of others.
- 3. SIGN IN AT THE OFFICE when you come to school before you go anywhere else on campus.
- 4. Make sure the school has your current home, work, and cell work telephone numbers; home address, email address, and an emergency contact person. Update any changes as they occur by informing the front desk secretary or Health Assistant at your child's school. Only people listed as emergency contacts can obtain information about the student. Make sure you have the school's phone number.
- 5. Be aware that only people listed as emergency contacts may take a student from school, unless specific written permission is given; or the parent needs to speak directly to a school official. Identification may be required by office staff when someone takes a student from school during the day. Sign out is required.
- 6. Both parents have full rights to participate in a child's school activities, have access to student records and information, and know what is happening at school, regardless of marital status unless there is a certified copy of the court document delivered to the school's principal.
- 7. Make certain your child attends school <u>all day, every day</u> unless the child is ill. Contact your child's school within 48 hours to give excuse for legitimate absences. Your child's attendance affects the quality of his or her education. You can monitor your child's daily attendance by registering on eSembler. Registration is a two step process: go to the district's website, www.indianriverschools.org and follow the instructions. Take the information to your child's school to complete the registration process.
- 8. Make sure your child arrives at school <u>on time</u> every day. See Statute 1003.31 below.
- 9. Know your child's school, its staff, and learn how to access information about the curriculum. Show a positive attitude toward the school and toward your child's learning progress by assisting your child with assignments and homework to the best of your ability. Insure Ensure that your child has the necessary school supplies each day, i.e., paper, pencils, etc.
- 10. Work with school staff members to solve any discipline or academic problems. You should let the school know if something has happened at home that could affect how your child does in school.
- 11. Review and support the district dress code policy. Be aware that you will be called to bring in replacement clothing if your child violates the dress code.
- 12. Follow through with scheduled conferences and volunteering commitments. If a conflict arises, please notify the school as soon as possible.
- 13. Although the school will provide law enforcement, crowd control, and proper supervision, the care of children attending extracurricular school activities as spectators, including clubs, dances, carnivals, practices, and athletic events, is the responsibility of the parent.
- 14. Be prepared to pay for any damage done to School District property by your child, including lost or damaged books or teaching materials. Failure to pay may mean that no other books or materials will be issued to your child, your child may not be able to participate in extra-curricular activities, or your child may be required to pay the debt through community service at the school. If payment has not been made and the amount is substantial, the principal may send the matter to the Superintendent.

Section 1003.31, Florida Statutes provides that students are considered under the control and supervision of the school when they are on the premises during a reasonable time before and after school and while attending or participating in a school-sponsored activity at the school site. Reasonable time is defined as 30 minutes before and after school, or before the school activity is scheduled or actually begins or ends.

* Note: For the purpose of this Code, parent also includes legal guardian.

ATTENDANCE PROCEDURES K-12

Daily school attendance is essential to the educational success of each student. Students are expected to be in school and in class on time in order to receive full benefit from the instructional programs. School attendance shall be the responsibility of the parents/guardians and students.

In accordance with Florida Statute 1003.24, the parent/guardian is required to provide a statement of the cause for the absence. The board reserves the right to verify such statements and to investigate the cause of each absence. Parent or guardian shall report absences in writing with parent or guardian signature, by phone, or via e-mail to the attendance clerk (at your child's school) within 48 hours.

All students must be in attendance a minimum of four (4) hours of instruction to be considered present each day.

Types of Absences (3)

1. Excused Absence

- a. Illness of student.
- b. Serious illness or death in student's immediate family.
- c. Students excluded from school for head lice or nits will be allowed up to three (3) school days to remove the lice or nits. After three (3) school days for a single occurrence, the absences will be considered unexcused unless the principal/designee extends the excused classification for special circumstances.
- d. Doctor/dental appointments. Parents are encouraged to schedule appointments after school hours.
- e. Health issues as they relate to pregnant teens, teenage mothers and/or their children. Appointments after school are encouraged.
- f. Legal matters.
- g. Religious holidays of the family's specific faith or religious instruction which forbids secular activity at such time.

Final determination of whether an absence is excused or unexcused is the responsibility of the school principal.

NOTE: School-sponsored trips, extracurricular activities, assemblies, and internal suspensions are not considered absences.

NOTE: Family vacations with parents, college visits, trips, special honors/awards, etc. for which a student will miss three (3) or more days of school are considered unexcused, unless approved by the <u>principal</u> at **least five (5) school days in advance.** Such notice is required to obtain work assignments. Parents are encouraged to take family vacation during school breaks.

2. Unexcused Absence

- a. Any absence other than those listed above as excused.
- b. Absent/tardy from school or class without the knowledge/permission of the parent/guardian or school authorities.

3. Absence due to Out of School Suspension

Days or periods of the day for which students are suspended out of school must be recorded with an "S" and are considered unexcused. For accuracy of counting the total number of days of unexcused absence, "S's" and other forms of unexcused absences are counted together. HOWEVER, for purposes of truancy or excessive absenteeism, those days marked with an "S" DO NOT COUNT toward qualifications for truancy or sanctions which are truancy related.

Homework/Class Work/Make-up Work

- 1. Students who are suspended will be provided homework/class work/make-up work will be provided to students who are suspended and will be available after 24 hours. Parents need to come to the school to pick up the work.
- **1 2.** Elementary All students will be permitted to make up work regardless of the type of absence. Two days for each day of absence shall be given to complete all make-up work.

- 2 3. At the secondary level, two days for each excused absence shall be given to complete all class work/homework/ make-up work. Long term Projects, exams, tests, or quizzes shall be rescheduled at the discretion of the teacher, giving equivalent time to make up work.
 - 4. It is the parent/student responsibility to initiate a request for make-up assignments.

NOTE: While make-up work will be provided to students, no activities or assignments can replace the learning that occurs in the classroom when the student is present.

Late Arrival, Tardiness to Class, and Early Departure from School

A late arrival is defined as arriving to school after the designated starting time. A tardy is defined as an arrival to class after the designated starting time or the tardy signal has sounded. When tardies become excessive (four (4) or more times per nine-week grading period), the parent/guardian will be notified by the classroom teacher to discuss the problem. If the problem continues, a progression of actions will be taken by the administration to address the problem. (See matrix, page 19).

An early departure is any unexcused departure prior to the end of class or school. Parents are encouraged to maintain student attendance for the entire school day with minimal interruptions or unnecessary requests for early dismissal.

Students shall not be released within the final 30 minutes of the school day unless the principal/designee determines that it is an emergency or the student has a medical/dental or court appointment that cannot be rescheduled.

Patterns of Nonattendance

There are four types of patterns of nonattendance:

- five (5) unexcused absences within a calendar month
- ten (10) unexcused absences within a 90 calendar day period,
- excessive excused: (accumulating more than nine excused absences which requires documentation)
- absences which occur in patterns during the semester (which requires documentation)

NOTE: Any combination of excused/unexcused absences of more than nine (9) days per semester will require appropriate documentation in order to be excused.

The student's primary teacher shall report to the school principal/designee when a student may be exhibiting a pattern of nonattendance. The principal shall refer the case to the school's **P**roblem **S**olving/**R**esponse to Intervention (PS/RtI) Team to determine if patterns of truancy are developing. If the Team finds that a pattern of nonattendance is developing, whether the absences are excused or not, a meeting with the parent/guardian must be scheduled to identify potential interventions.

Interventions may include, but need not be limited to:

- 1. Frequent communication between the teacher and the family
- 2. Changes in the learning environment, placement into different classes
- 3. Mentoring and/or student counseling
- 4. Tutoring, including peer tutoring
- 5. Evaluation for alternative education programs such as performance based diploma (PBD)
- 6. Attendance agreements
- 7. Referral to other agencies for family services or other interventions

After a parent conference with the school principal/designee, schools should use a variety of interventions (after school detention, supervised work detail, Friday/Saturday School, after school programs) to improve unexcused absences.

Required Documentation for Nonattendance

- 1. Documentation for illness of student: Doctor's note or proof of hospitalization (**NOTE:** Chronic illness requires a health care plan and annual review by the appropriate school health care staff)
- 2. Documentation for serious illness or death in student's immediate family: Obituary, death certificate, etc.
- 3. Documentation for students excluded from school for head lice or nits: Verification form from health assistant.
- 4. Documentation for doctor/dental appointments: Parents/Guardians are encouraged to schedule appointments after school hours Note from the doctor or dentist.

- 5. Documentation for health issues as they relate to pregnant teens, teenage mothers and/or their children: Note from doctor.
- 6. Documentation for legal matters: Subpoenas, note from court clerk, attorney, etc.
- 7. Documentation for religious holidays of the family's specific faith or religious instruction: Letter from minister, rabbi, priest or appropriate faith official.

School Attendance

School attendance is required of all students between the ages 6 (or turning age 6 before February 1) and 16 unless otherwise exempt by law. **All enrolled students are expected to attend regularly.**

As per Florida Statute 1003.21, (2) (c), a student who attains the age of 16 years during the school year is not subject to compulsory school attendance beyond the date upon which he or she attains that age if the student files a formal declaration of intent to terminate school enrollment with the district school board. Public school students who have attained the age of 16 years and who have not graduated are subject to compulsory school attendance until the formal declaration of intent is filed with the district school board. The declaration must acknowledge that terminating school enrollment is likely to reduce the student's earning potential and must be signed by the student and the student's parent. The school district must notify the student's parent of receipt of the student's declaration of intent to determine the reasons for the student's decision to terminate school enrollment. The student's guidance counselor or other school personnel must conduct an exit interview with the student to determine the reasons for the student's decision to terminate school enrollment and actions that could be taken to keep the student in school. The student must be informed of opportunities to continue his or her education in a different environment, including, but not limited to, adult education and GED test preparation. Additionally, the student must complete a survey in a format prescribed by the Department of Education to provide data on student reasons for terminating enrollment and actions taken by schools to keep students enrolled.

Student Responsibilities:

- Attend all classes every day.
- If absent, student will obtain missing assignments from teacher(s), complete the work, and turn in to teacher(s) within the designated time period.
- Obtain pre-approval from administration for college visits, and other educational opportunities.
- Remain on campus. Walking or driving to any location off the school's campus, such as a convenience store or food establishment will be considered skipping and subject to disciplinary action.
- Students over age 16 are required to comply with all school rules and all rules and regulations established by the School Board.
- Students who have attained the age of 18 and who are not dependents will be treated as the sole persons responsible for their school records and other school-related matters.

Parent/Guardian Responsibilities:

- It is the parent/guardian's responsibility to be aware of all absences. Check your child's attendance regularly on eSembler.
- Report all absences to the **attendance clerk** at your child's school within 48 hours of the absence. Failure to notify the school within 48 hours will result in an unexcused absence.
- Provide advance written notice if you need to remove your child from class for appointments.
- Be aware of the penalties associated with excessive absences, unexcused absences and tardies.
- Participate and attend conferences that are arranged to discuss your child's attendance.
- Come to the school to present or send the documentation for changing unexcused absences into excused absences.
- Be aware that the school day begins when your child gets on the bus or arrives on campus during established school hours and that he/she is not permitted to leave campus once arriving at school.

School Responsibilities:

- Teachers are responsible for keeping accurate records of absences and tardies on eSembler each day.
- The automated phone system (Connect Ed) will call the day a student is absent from any class.
- All teachers will call the parent/guardian after 3 unexcused absences.
- A letter will be sent to the parent/guardian when a student has accumulated ten (10) days of unexcused absences.

Habitual Truancy and Truancy Court

Habitual truancy is defined as a student with 15 or more unexcused absences within 90 calendar days in accordance with 1003.01(8), F.S.

If the parent/guardian and student do not comply with attempts to enforce school attendance, the superintendent or his designee shall refer the case to the staffing committee (CINS/FINS), pursuant to s. 984.12 or file a truancy petition pursuant to the procedures in s. 984.151.

For all minors, unexcused absences of 15 or more days within 90 calendar days are reported to the Department of Motor Vehicles and the driver license will be suspended or will not be issued a license if they apply for one.

DRESS CODE FOR STUDENTS

The School Board believes that there is a positive relationship between student attire, achievement, attitude, and behavior. The intent of this district dress code is to establish dignity and professionalism in the classroom, on the school bus, and in school. It is also intended to improve the enforcement and discipline procedures to be followed by teachers and administrators. A student's appearance should not be a distraction/disruption to the learning environment. The dress code is not intended to be punitive but to promote academic success. It is intended to improve school spirit and pride; students are encouraged to wear their school shirts.

Responsibility for the dress and appearance of students rests primarily with the parents/guardians; they are expected to monitor student dress before leaving home. The school will contact parents/guardians to communicate continued dress code violations.

School-based administrators have the final authority to determine when personal appearance and dress do not meet the Code of Student Conduct standards. They also have the authority to take appropriate action; progressive disciplinary measures will be applied to ensure compliance with the Code of Student Conduct. Failure to correct inappropriate dress may be considered to be open defiance. Consequences for violating the dress code may include warning, detention, in-school suspension, and possible suspension. (See matrix, page 18.)

According to Florida Statute **1003.31**, the school functions in loco parenti and is responsible for the student while attending school. The School Board establishes and defines appropriate appearance and attire for the proper, orderly, and safe functioning of the school environment. Below are the rules of the dress code.

- No clothing with inappropriate sayings, themes or advertisement will be allowed. This includes but is not limited to alcohol, tobacco, drugs, firearms, or gang related insignias/clothing.
- The size of shirts, blouses, or pants shall be appropriate to the student's body size and shall not be unduly oversized or undersized.
- All clothing must cover the shoulders and have sleeves.
- Undergarments Underwear will not be visible or seen through clothing including sheer, net, or mesh clothing. Modesty is expected. Sleepwear is not permitted.
- Pants must be worn above the hip bone, no undergarments visible, and not present a safety hazard.
- Clothing should cover from the shoulders to the waist at all times. Clothing that exposes the midriff area while standing, sitting, or reaching is not acceptable. Clothing should cover from the neck or just below the neck with no tops with low or revealing necklines.
- All shorts, skorts, and skirts must extend beyond finger length or mid thigh whichever is longer.
- Shoes and sneakers are the preferred footwear. No slippers of any kind will be allowed. Elementary students will be required to wear closed toe and heel shoes or sneakers or tennis shoes. Middle school students must have footwear with a back or a strap across the back as the manufacturer intended.
- No holes will be allowed in clothing above the knees.
- Sunglasses, hats, hoods, and other headgear are not to be worn indoors. When authorized by the administrator, they may be worn outdoors during P.E. activities, recess, or other areas.

- Jewelry, accessories, or extended fingernails that could be deemed unsafe or injurious to self or others will not be allowed. Dog-type collars, chains, and anything with spikes are not allowed.
- Certain courses may have a more specific dress code.

NOTE: All elementary schools will adhere to a unified dress code established by the School Board and superintendent. For middle and high school the School Board delegates to the School Advisory Council (SAC) whether a unified dress code or restrictive dress code is required or necessary for the safety or welfare of the student body or school personnel. A SAC determination that a uniform or restrictive dress code is required or necessary in accordance with the standard in Florida Statute 1001.43(1)(b) shall be submitted to a vote of the families of students at such school, pursuant to a procedure established by the superintendent. If the proposition is approved by persons eligible to vote and voting, and passes with a written vote of at least sixty-six and two thirds percent in favor of the proposition, then the requirement for a uniform or restrictive dress code shall be established and enforced at that school.

HEALTH INFORMATION

In accordance with **Florida Statute 1006.062**, medication which is prescribed by a physician or other licensed health care provider with prescriptive authority may be administered to the student during the school day, including any occasion when the student is away from school property on official school business, if failure to take such medication jeopardizes the student's health. Prescription, non-prescription, and over-the-counter medication (which includes cough drops) must be administered in accordance with the *Medication Procedures: A Parent's Guide Book*. All medication to be administered by school personnel or self-administered by a student will require completion of the School District of Indian River County Medication Permission Slip available at local pharmacies and from the school Health Assistant.

Possession of non-approved medication may be subject to law enforcement review.

Immunizations/exemptions are required by **Florida Statute 1003.22** for admission and/or transfer to any public school. IMMUNIZATION EXEMPTIONS MAY ONLY BE OBTAINED FROM THE PUBLIC HEALTH DEPARTMENT. They are the responsibility of the parent/guardian. Please refer to the Indian River County School Board web site and/or the *Parent Guide, From Start to Finish* for immunization schedule.

It is the responsibility of the parent/guardian to update home, work, and cell telephone numbers, home address, email address, and emergency contacts in case of an emergency.

Any concerns or questions about school health services should be addressed to the school health room or Coordinator of School Health Services.

LIMITED ENGLISH PROFICIENT STUDENTS

The goal of all limited English proficient students in Indian River County is to achieve proficiency in English in the classroom. Students whose native language is other than English maintain the right of appropriate use of their native language without being subjected to disciplinary action.

At parent request, communications, both written and verbal from the school or District Office, will be translated into the native language when appropriate and feasible.

AUTHORITY OF SCHOOL STAFF

Florida school laws grant principals, assistant principals, deans, teachers, bus drivers, and other school staff authority for the control and discipline of students. Students are expected and required to follow the requests and directives of all administrators, teachers, bus drivers, school staff members, school volunteers, and chaperones when on School District property or at other places where they are under the supervision of school personnel. School staff may interview students without prior parental notification so long as the purpose of the interview is reasonable and not arbitrary. This is consistent with federal and Florida law, and the doctrine of *in loco parentis.*

The school principal will fully support the authority of each teacher and school bus driver to remove disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students from the classroom and the school bus and,

when appropriate and available. Before a student will be returned to the class due process procedures will be followed. At the review, placement to an alternative setting may be recommended. The teacher has the authority not to take back the student who was removed until the placement review is held. The school bus driver has the authority to remove the student from the bus. Completion of the misconduct form to the principal is required.

- **Note:** Florida Statutes 1003.32 and 1006.11 authorize a teacher to have violent and disruptive students temporarily removed from the classroom or an area of supervision. Teachers are also authorized under this rule to use reasonable force when necessary, to protect themselves, students, and other adults from violent acts.
- **Note:** Florida Statute 1006.11 (2) provides that a principal, teacher, other staff member, or bus driver shall not be civilly or criminally liable for any action carried out in conformity with School Board rules regarding the control, discipline, suspension, and expulsion of students, except in the case of excessive force or cruel and unusual punishment.

SCHOOL RESOURCE OFFICERS/LAW ENFORCEMENT

School Resource Officers (SROs) are employees of the Indian River County Sheriff's Office who are housed at all middle and high schools. As sworn law enforcement officers, the SROs work with the school administration and staff to maintain a safe and lawful environment for all students and staff. Since SROs are governed by state statute, they cannot, by law, ignore any criminal acts that may come to their attention and, as such, are required to respond appropriately within the law. School Board Policy 5.38 states that SROs are not required to document parent contact prior to interviewing a student suspect, victim, or witness so long as they are performing their job duties in accordance with law and procedures that apply to the conduct of SROs at their assigned schools.

Other law enforcement personnel must check in with the principal or designee when coming on campus except in the case of a bona fide emergency involving a public safety emergency. The Principal has the authority to deny an on campus interview if, in the discretion of the principal, the interview may disrupt the educational program for the student or the school to an unreasonable degree. Other law enforcement officers have the authority to question students on school grounds who are either suspects or witnesses to criminal acts without parent/guardian present, but school staff will make reasonable efforts to notify the parent/guardian and document those attempts.

SEARCH & SEIZURE

School administrators/designees have a responsibility for the health, safety, and welfare of their students. The principal/designee shall place clearly visible signs in prominent locations within the school concerning the right of personnel to conduct searches upon reasonable suspicion that illegal, prohibited harmful items, or substances may be concealed. Lockers are school property and may be opened and searched by school authorities at any time.

School administrators/designees may conduct a warrantless search of a student's possessions, locker, a student's vehicle, or any other storage area (i.e., bookbags, purses) on school property, if they have reason to believe that contraband (illegal, prohibited, or harmful items or substances) is present. School officials, in coordination with law enforcement, may use canine sniffers for searches on campus without prior notification to students. When alcohol use is suspected, students may be asked to submit to a portable breathalyzer test. If drug or alcohol use is reasonably suspected, students will be required by staff to submit to a drug or alcohol test. When alcohol or drug use is reasonably suspected, students may be required by staff to submit to a breathalyzer or drug test. If a student refuses to submit to a drug or alcohol test following reasonable suspicion by staff that the student is under the influence or alcohol, drugs, or any other contraband substance, the student will be subject to discipline for open defiance/insubordination/gross disrespect as defined and provided in this Code.

Driving to school is a privilege for students. School administrators/designees have the legal right to search any vehicle brought onto a school campus if it is suspected that the vehicle contains contraband.

BUS SAFETY RULES

SAFETY IS OUR FIRST CONCERN

These rules have been developed to promote the safety of all students who have been granted the privilege of riding an Indian River County School District bus. Riding the school bus is an extension of the classroom and of the school day. Failure to comply with the Code of Student Conduct could result in the permanent loss of riding privileges and suspension and/or expulsion from school.

Florida Statute 1001.54 (1)(c) gives a school bus driver the authority to remove disobedient, disrespectful, violent, abusive, uncontrollable or disruptive students from the bus. The bus driver completes the Misconduct Form and submits it to the principal.

To ensure safety, electronic devices that create disruption, noise, or distraction to the driver will result in a consequence. The bus driver has discretion to terminate use of electronic devices.

Bus Stops

- Students should be at their assigned bus stops five (5) minutes prior to the scheduled arrival time of the bus.
- According to School Board Policy 8.11 (E), any parent or guardian of a disabled, Pre-K and kindergarten student shall provide the necessary assistance to the child while he/she is en route to and from the bus stop and to provide the necessary supervision of the child at the bus stop.
- Students who must cross the road before boarding or after leaving the bus, must do so only in front of the bus.
- Students must stand well off the roadway while waiting for the bus. Students should enter in an orderly manner and should not attempt to enter the bus until it is completely stopped and the door opens.
- Misbehavior at the bus stop will be investigated to determine if disciplinary action will be taken by the school administrator. The incident may require local law enforcement to take action if the misbehavior occurs away from the student's designated bus stop.

On the Bus

Appropriate Student Behavior:

- Keep all body parts (head, hair, arms, hands, legs, and feet) inside the bus.
- Stay in your assigned seat except when entering or exiting the bus.
- Use appropriate language and speak in a quiet or normal tone of voice.
- Wear seat belts if provided.
- Only articles that can be carried on the student's lap, without blocking the driver's view, interfering with seating, aisles, or emergency exits, are permitted on the bus. Items such as balloons, bouquets, large musical instruments, etc. are not permitted.
- Cell phones and electronic communication devices must should only be used in such a way that they do not distract the bus driver. Headphones are required when listening to any audible signal.

Inappropriate Student Behavior:

- The use of electronic devices to take or send pictures or images is prohibited
- Fighting, rough housing, making loud noises and behavior that is distracting to the driver.
- Throwing objects.
- Vandalism.
- Public displays of affection and/or sexual behavior.
- Being disrespectful and/or disobeying the bus driver or assistant.
- Delaying the bus route schedule.
- Drinking/eating on the bus, or having open food or beverage containers.
- Boarding or exiting at a bus stop other than your assigned stop.

- Standing in the seat.
- Live animals, glass containers, skateboards, rollerblades, laser pointers, and objects that could be used to inflict bodily injury are specifically banned from the bus.

Inappropriate student behavior will be referred to the principal/designee for disciplinary action.

Permission to Ride an Alternate Bus

Students must get on and off the bus at their designated stops. Permission to ride an alternate bus must be requested in writing 24 hours prior and approved by the principal and the Director of Transportation. A phone number must be included on the request as the parent will be contacted to confirm. Requests will be honored on a space available basis. Emergencies will be handled on a case by case basis.

COMMUNICATION DEVICES (ELECTRONIC AND WIRELESS) AND LASER DEVICES PROHIBITED

Definition: Electronic devices are those which provide communication by text, word, voice or picture such as cell phones, palm pilots, laptop computers and listening/music devices, including, but not limited to, iPods, iPads, MP3 players, CD players, ebook readers (i.e., Kindle, Nook), etc.

Florida Statute 1006.07(2) (e) states that students may possess cell phones or other wireless communication devices while on school property or in attendance at a school function. However, the **use** of cell phones and other wireless communication devices **is prohibited at any time during the school day unless use is authorized by the principal or designee.** For clarification, the school day begins when a student arrives on school property. (The use of cell phones is permitted in designated high school parking areas before and after school.) These devices must be turned off (including vibrate) and stored in a locker, book-bag, pocket, purse or other carried container and are not permitted to be displayed in any fashion. Any unauthorized use of an electronic device including visible display of the device, turning the device on, and/or the inadvertent ringing, beeping, alerts, is considered a disruption to the learning environment and will be grounds for disciplinary action. Disciplinary actions may include time out/ ISS, or other interventions listed on the Matrix of Infractions.

Use/Misuse of Cell Phones/Electronic Devices: An electronic device or cell phone used during school hours, to include, but not limited to: placing a call, receiving a call, texting, taking pictures, or any other active use of the phone without authorization. Only the school administrator or designee may authorize the use of electronic devices as defined above during non-instructional time, before school and during lunch. Disciplinary actions for this infraction may result in out of school suspension. See Matrix of Infractions.

Any laser device, not authorized for use as a learning tool, is prohibited on school grounds or school buses and possession of such device will result in confiscation and possible disciplinary action.

NOTE: If a communication device is used in a criminal act while the student is on school property or in attendance at a school function, there is the possibility of disciplinary action by the school or criminal penalties by a court of law.

NOTE: "Sexting" is the transmission of nude images or acts of sex or sexual conduct by electronic means, including but not limited to through the use of cell phones, PDA's and other portable devices of any type, or through computers or by any other electronic or machine device. It is a violation of this Code for students to participate in "sexting" in any manner (either by posing, transmitting, receiving, or assisting with any aspect of the activity) while on campus, participating in any school or school-sponsored activity, or while being transported under the authority of the School District. The act may be a crime and students violating this Code by "sexting" may be referred to law enforcement in addition to being disciplined as provided in the Matrix. Students and parents should be aware that "sexting" may be considered pornography or child pornography if it involves minors, and a violator may be listed as registered sex offender. "Sexting" is a misuse of cell phones/electronic devices and also could be considered production and/or distribution of obscene/ inappropriate materials.

NOTE: Students are prohibited to use District facilities/internet access to view or listen to inappropriate messages or entertainment including, but not limited to material that is sexually suggestive, drug-related, gambling-related, and excessively violent or pornography. Students are required to read, understand and complete the Network Access Application found on page 24 in this Code.

BULLYING AND HARASSMENT ARE PROHIBITED

Bullying and harassment will not be tolerated in our schools. Students are expected to report such incidents to school authorities, and offenders will be disciplined. Students are strictly prohibited from making direct or indirect threats of extreme violence against individuals or groups. Any threat of such violence should be **reported immediately** to a teacher or school administrator. All threats of extreme violence (oral, written, electronic, or symbolic) will be reported to law enforcement and vigorously investigated. A student found to have made a threat of extreme violence is subject to disciplinary consequences, up to and including: suspension, expulsion, arrest, and prosecution.

What is Bullying?

Bullying means systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to: teasing, social exclusion, threat, intimidation, stalking, physical violence, theft, sexual, religious, or racial harassment, public humiliation, or destruction of property.

Bullying is not:

- An altercation between equals;
- Good natured playful teasing among equals or peers; .
- Isolated incident, or; •
- Annoying different people at different times.

What is Harassment?

Harassment means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:

- 1. Places a student or school employee in reasonable fear of harm to his or her person or damage to his or her property;
- 2. Has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or.
- 3. Has the effect of substantially disrupting the orderly operation of a school.

Bullying and harassment also encompasses:

- 1. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.
- 2. Perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by:
 - a) Incitement or coercion;
 - b) Accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the district school system, or;
 - c) Acting in a manner that has an effect substantially similar to the effect of bullying or harassment.

What is Cyberstalking?

Cyberstalking as defined in Florida Statute 784.048(1)(d), means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.

WHAT SHOULD YOU DO IF YOU ARE BULLIED?

If you are being bullied during the school day, at a school event, at an after school program, or on the bus, report it to a school administrator who can take action. Remember: NO GO TELL

Page 18 of 34

NO: Tell the person to stop or you can say to yourself, "No, I won't allow this person to make fun of me, tease me, or bully me."

GO: Walk away calmly, tell the bully to stop or say nothing, don't fight back, find a friend to walk away with you. Try not to show anger or fear. Students who bully like to see that they can upset you.

TELL: Tell your teacher, school counselor, or an administrator if you are being bullied at school. Telling is not tattling. Write down, (or ask someone to write down for you), what happened, where it happened and when, and who bullied you. Remember you can always tell you parents or guardians.

Report the incident:

- To an adult;
- In writing, or;
- Anonymously (put in the "Comments" box in the school office).

If bullying occurs after school hours, notify your SRO or report it to your local enforcement officer.

If you witness bullying (you are a bystander), you should:

- Refuse to join in;
- Never fight a bully;
- Get others to help you speak out against the bully;
- Distract the bully,or;
- Report all bullying to administration.

For more information see School Board Policy 5.39 – Bullying and Harassment Prohibited.

TEEN DATING VIOLENCE OR ABUSE PROHIBITED

Teen dating violence is a pattern of emotional, verbal, sexual, or physical abuse used by one person in a current or past dating relationship to exert power or control over another when one or both of the partners is a teenager. The School District will not tolerate any form of teen dating violence or abuse on school property during any school-related or school sponsored program or activity or during school-sponsored transportation. During this school year there will be instruction to students in grades 7 - 12 and training for staff regarding teen dating violence.

Students will be instructed in four areas:

- Define teen dating violence and abuse;
- Define healthy and unhealthy relationships;
- Identify warning signs and barriers to leaving an unhealthy relationship, and;
- Identify preventive measures and locate community resources.
- School staff will receive training to increase:
- Knowledge and understanding of healthy and unhealthy relationships;
- Understanding of how to respond to a victim, and;
- Knowledge of community resources.

For additional information refer to School Board Policy 5.40 or Florida Statute 1006.148.

During this school year there will be instruction to students and training for staff regarding teen dating violence as stated in 1006.148 Florida Statutes and in School Board Policy 5.40..

GUN FREE SCHOOLS

The *Gun Free Schools Act of 1994* establishes that any student who is determined to have brought a firearm, as defined in *18 U.S.C. s.921*, to school, any school function, or on any school sponsored transportation will be expelled, with or without continuing educational services, from the student's regular school for a period not less than one full year and will be referred for criminal prosecution.

ZERO TOLERANCE POLICY FOR VIOLENT CRIMES AND VICTIMIZATION

The School Board has a zero tolerance policy for crimes committed on campus, during any school sponsored event, or crimes which have a nexus to school operations of the District. Students are hereby notified that they

may be reported to law enforcement and are potentially subject to arrest and criminal prosecution if they commit a crime identified as zero tolerance. The School Board's Policies, including the Zero Tolerance Policy 5.12, may be viewed in their entirety on-line at mailto: www.indianriverschools.org.

ZERO TOLERANCE FOR CONTROLLED SUBSTANCES AND ALCOHOL

It is the intent of the Indian River County School Board and Administration to make very clear that there is a zero tolerance relating to drugs and alcohol. There will be disciplinary action (suspension with recommendation for expulsion) taken when a student is determined to be under the influence of alcohol or other controlled substances as well as in matters involving possession, usage, delivery, sale, or the intent to sell or distribute drugs or alcohol on school property, on school-sponsored transportation, or school bus stops, on school buses during school-sponsored activities. The law enforcement agency that has jurisdiction will be notified as soon as possible with violations involving drugs and alcohol.

Illegal drugs and controlled substances will include the substances listed in Florida Statute 893 of the Florida Statutes and a prescription drug in the possession of anyone other than the individual for whom the drug or narcotic was prescribed. The delivery of a prescribed drug to someone, other than the person for whom it was prescribed, will also violate school policy and subject the student to disciplinary action. Over the counter medication possessed, consumed, or distributed, is a serious infraction and will also be subject to disciplinary action.

SUSPENSION

Suspension is a disciplinary sanction that orders the temporary removal of a student from a class, all classes, or the school bus, and/or extra-curricular activities for a prescribed period of time. The principal may suspend a student for a violation(s) of this Code of Student Conduct. No single suspension shall be for more than ten days; however, the superintendent may extend a suspension beyond ten days when school board action is pending on a recommendation for expulsion of the student. The principal or principal's designee shall make a good faith effort to employ parental assistance or alternative consequences for misconduct prior to suspending a student, except in emergencies, disruptive conditions, or incidents involving a serious breach of conduct.

Guidelines for Suspension

Before a suspension may be imposed, the student is entitled to be orally informed of the Code of Student Conduct provision(s) allegedly violated and the nature of the conduct constituting the violation. Each student shall be given an opportunity to orally present his/her version of the incident as well as an opportunity to give a written statement.

No student shall be suspended for unexcused tardiness, skipping, absence, or truancy.

Parent Notification

The principal or his/her designee shall make a good faith effort to notify the parent/guardian by telephone prior to initiating the suspension.

When a student is assigned an out of school suspension, the principal or principal's designee shall notify the student's parent/guardian in writing, by hand-delivery or mail, within 24 hours of the action taken. A copy is also forwarded to the superintendent's designee. The written notice shall contain the following information:

- a. The provision(s) of the Code of Student Conduct violated;
- b. The specific conduct giving rise to the violation(s);
- c. The date of the offense(s);
- d. Restrictions as to the student's appearance on the school campus and at school-sponsored activities, and;
- e. An opportunity to discuss the suspension with the principal or principal's designee.

The principal or principal's designee shall suspend a student immediately if the student has committed an act which imposes an immediate danger to students or staff members, or if the violation is one of physical assault, or one which has an immediate disruptive effect upon the orderly conduct of the school.

Students who have been suspended shall not, under any circumstance, return to any School District of Indian River County property or school-sponsored event school campus or participate in any extracurricular activity during the term of the suspension and will be subject to arrest for trespassing.

According to Florida Statute 1003.01(5) (a), Florida Statutes, a suspended student is remanded to the custody of his/her parent(s) with specific homework/classroom assignments to complete during the period of suspension.

 The student will be held responsible for completing teacher-assigned work during the period of suspension.

EXPULSION

Expulsion is the most severe penalty the School Board may impose for a violation of the Code of Student Conduct. Expulsion is the removal of the right and obligation of a student to attend public school for a specified amount of time. An expulsion may be imposed for a period up to, but not to exceed, the current school year, the following school year, and the intervening summer school (Section 1003.01(6), Florida Statutes).

Section Florida Statutes 1006.09(1)(c), Florida Statutes, states that a principal may recommend to the Superintendent the expulsion of any student who has committed a serious breach of conduct, including, but not limited to, willful disobedience, open defiance of a school staff member, violence against persons or property, any other act which substantially disrupts the orderly conduct of the school, or violatinged the Zero Tolerance Policy (School Board Policy 5.12). The Superintendent may extend the student's suspension out-of-school until the recommendation for expulsion can be brought before the School Board. When the superintendent permits an extension of out-of-school suspension for this purpose, the parent/guardian shall receive notification in writing prior to the expiration of the suspension, with a copy being provided to the principal. The notice shall state the period of time of the extension.

When a student commits a serious breach of conduct a principal recommends expulsion to the superintendent. The superintendent shall refer the case to the Suspension Expulsion Review Team (SERT) which is composed of student services professionals and school-based administrators. After reviewing all available information, SERT may recommend one of the following to the Superintendent that the student:

- (1) that the student Not be expelled, and he/she. The student returns to school with conditions listed in the stipulated order;
- (2) that the student Be placed at the alternative school program with conditions listed in the stipulated order, or;
- (3) that the student Be recommended for expulsion and the parent /guardian will be notified of their right to request a hearing.

The Superintendent has final decision to accept the recommendation of SERT or to make a different recommendation, based on his/her review of all available information.

The Superintendent's designee shall notify the parent/guardian in writing of the charge(s) against the student, including the rule violated and the student's alleged conduct. The parent/guardian shall be informed of their right to request a hearing before the district's hearing officer regarding the recommendation for expulsion. They shall also be informed of their right to obtain legal counsel at no cost to the School Board, to call and examine and/or cross-examine witnesses, to introduce evidence, and to submit rebuttal evidence.

At the hearing, the student may be represented by the student's parent/guardian and/or legal counsel, and all parties may introduce and examine evidence, call witnesses, cross-examine witnesses, and submit rebuttal evidence. However, the strict rules of evidence and procedure observed by the courts shall not be applicable. Any hearing that is conducted at the parent's/guardian's or student's request must be a closed hearing, as provided in **section Florida Statute 1006.07**, **Florida Statutes**, which exempts expulsion hearings from the provisions of **section Florida Statute 286.011**, **Florida Statutes**, unless an open hearing is requested by the parent/guardian or the student. Any party may, at his expense, record and/or transcribe the proceedings of the entire hearing.

If no hearing is requested, the recommendation for expulsion will be placed on the consent agenda of the next School Board meeting.

The decision of the School Board shall be based solely upon evidence presented at the hearing. A copy of the Findings of Fact and the decision of the district's hearing officer shall be furnished to the student in writing.

School staff shall have the authority to confiscate forbidden items, which may be used as evidence in a recommendation for expulsion and may later be returned to the parent/guardian. Controlled substances will be handled in accordance with Florida Statutes and other applicable laws and regulations.

Assignment/placement in an alternative program in lieu of expulsion precludes enrollment at any other School District of Indian River County school, including any charter school in Indian River County, and the assignment in the alternative program is a mandatory attendance assignment. The student must attend the assigned alternative program unless the student shall first request a hearing before the district's hearing officer. If the student fails to attend the alternative program to which he or she has been assigned in lieu of expulsion then, upon notification from the alternative program to the Superintendent, the Superintendent shall bring the matter back before the School Board for reconsideration of expulsion. , because The expulsion procedures shall only be deemed to be held in abeyance pending the required attendance by the student at the alternative program and successful completion of the program by the student for the prescribed period of the assignment.

In all instances in which a student withdraws and does not attend alternative program in lieu of expulsion, the Superintendent's designee shall place in the student's record a statement that the School Board assigned the student to an alternative educational placement in lieu of expulsion.

SUSPENSION FOR OFF-CAMPUS FELONY

In accordance with **Florida Statute 1006.09(2)**, Florida Statutes, a principal may initiate suspension proceedings against any student who is formally charged by a prosecuting attorney with a felony, or a delinquent act which would be a felony if committed by an adult, for an incident which allegedly occurred on property other than that owned by the School District. If the incident is shown to have an "adverse impact" on the educational program, discipline, or welfare of the school, the student may be suspended and/or placed at an alternative program. The principal will hold an administrative hearing to make that determination. Teachers are notified by the principal or other administrator if they have a student in their class who has been charged with a felony. For additional information regarding this procedure, contact the Director of Student Services.

GANG RELATED ACTIVITY

School administrators have the responsibility to maintain order and safety on campus for all students. Any activity that is determined by administration or law enforcement to be gang related will not be tolerated on campus. Gang related activity is defined as any activity/contraband that represents a gang or group (i.e. bandanas, hand signs, verbiage, and gang graffiti) that is visible or references a gang. Students that are known to law enforcement to be a present or possible gang member shall be reviewed by law enforcement and administration as to the possibility of being placed on a behavior agreement. Students, staff, and parents can use the "Comments" box available in each school office to anonymously report gang related activities.

CORPORAL PUNISHMENT

The School Board of Indian River County prohibits the use of corporal punishment.

MAINTAINING EFFECTIVE DISCIPLINE IN THE CLASSROOM

According to **Florida Statute 1003.32 (3)**, a teacher may send a student to the principal's office to maintain effective discipline in the classroom and may recommend an appropriate consequence consistent with the Student Code of Conduct under Florida Statute s. 1006.07. The principal shall respond by employing the teacher's recommended consequence or a more serious disciplinary action, in accordance with the matrix, if the student's history of disruptive behavior warrants it. If the principal determines that a lesser disciplinary action is appropriate, the principal should consult with the teacher prior to taking disciplinary action.

INTRODUCTION TO THE MATRIX OF INFRACTIONS & DISCIPLINARY ACTIONS

Students are expected to come to school prepared to learn and to participate in all learning activities. Any conduct which interferes with the orderly operation of a school and/or interferes with any student's ability to learn is considered inappropriate and may subject the student to disciplinary action.

The Matrix of Infractions & Disciplinary Actions specifically identifies prohibited student conduct and lists the range of consequences which may be imposed by the school administrative staff for each infraction. In conjunction with the use of the matrix, on-going educational and behavioral interventions are to be used to address student conduct concerns.

When assigning a disciplinary action, the principal or designee shall give consideration to factors such as the nature of the infraction, the student's past disciplinary record, the student's attitude, the student's age and grade level, and the severity of the problem as it exists in that particular school. Repeated violations may warrant a more severe disciplinary action. A student or parent may appeal to the principal for reconsideration of a disciplinary action; however, the principal has the authority of final review of any such appeal.

Parents and Students: A common pocketknife or equivalent <u>is not</u> allowed on school grounds (including vehicles, backpacks, lockers, bus stops, etc.) or while in attendance at school sponsored activities. Possession could result in suspension and/or being recommended for expulsion from school.

MATRIX OF INFRACTIONS AND CONSEQUENCES (FOR FORMAL DISCIPLINE)

CODE	INFRACTIONS	1	2	3	4	5	6	7 8	9	10	11	12	13	14	15	16 1	7 18	8 19	20	21	22	DIRECTIONS
009	Abusive language/profanity/gestures	M	0	ō	0	0	_		-	0		0	0	+	-+	0 0	_				H	
122	Alding and abetting	М	ŏ	-	0	~	Ť	+	+	Ĕ	-	-	-	+	+		5 0			0	0	To identify appropriate consequences, locate the cells
22P	Alcohol possession*	м	-	┥	-	\neg	+	+	+	\vdash	\square	0	+	+	+	Ť	1	M		M		found at the Intersection of the Infraction (rows) and
225	Alcohol sale*	M	+	+	+		+	+	+	\vdash	\vdash	0	+	+	+	+	+	M		M		the column numbers. The column numbers
220	Alcohol use*	м	-	+	+	-	+	+	+	\vdash	\square	0	+	+	+	+	+	M		M	M	correspond with the consequences listed in the box to the right of the matrix.
145	Arson (district)	М	-	+	+	0	+	+	0		0	0	+	+	+	0 0	D N	-		-		to the right of the matrix.
033	Arson*	м	-	+	+	Ť	+	+	ŏ		ō	0	+	+	+	<u> </u>	-	M	-	M	M	
123	Assault	М	-	+	0	-	+	+	Ť	+	Ť		+	+	+	+	+	0			0	
146	Battery*	М		-	-	-	+	+	+	\vdash	\square		+	+	+	+	+	M		м	M	
055	Battery on a staff member or any visitor*	М	-	+	+	-	+	+	+	+	\vdash		+	+	+	+	+	M	_	M	0	CONSEQUENCES
126	Bomb threat*	M	+	+	+	-	+	+	+	+	\vdash		+	+	+	+	+	M	-	M		1. Report to parent/call/referral
034	Breaking and entering/burgiary*	M	+	+	+	+	+	+	+	+	\vdash		+	+	+	+	+	M	_	-	M	2. Verbal reprimand
0.04	and and and an arrange angulary	194	+	+	+	-	+	+	+	+	\vdash		+	+	+	+	+	191	ř	Ĕ	1001	
147	Bullying*	м	0	0	0	М		0		0		0	0					0	-		0	Written assignment or special assignment related to offense
118	Cell phone/electronic devices use/misuse	М				0		0 0		0					0	0	_	0	0			Administrator/parent/teacher/student conference
143	Cheating, plagiarism	М	0	0	0	0		D C		0	0	0			0		D C					5. Behavior Agreement
069	Continuation of mid-range infractions	М	0	0	0	0	(0 0)	0	0	0			0	0	D O	0	0			Correct inappropriate dress
068	Continuation of minor infractions	М	0	0	0	0	(D C)	0	0	0			0	0	D C	0				Confiscation of inappropriate item
127	Contraband	М	0	0	0	0	1	и	2			0				(0 0	0	0			8. Loss of credit/Loss of privileges
128	Cyberstalking (district)	М	0	0	0	0	(0 0)	0	0	0				0	D O	0	0		0	9. Financial restitution/Return to owner
162	Disrepect/Insolence	М	0	0	0	0		0)	0	0	0			0	0	0 0	0				10. After school detention
156	Disruption	М	0	0	0	0		0 0)	0	0	0			0	0	o o)				11. Counseling/PS Rti
149	Disruption on campus - major*	М						Т	Т			0		Т			Т	Μ	0	0	М	12. Revoke parking decal or tow away vehicle
036	Dress code violation	М	0	0	0	0	M	0 0)		0	0		╈		0	o o)				13. Teacher/Student schedule change
71D	Drug distribution (excluding alcohol)*	М					1	N										Μ		М	М	14. Tobacco citation/Complete tobacco program
71P	Drug paraphemalia possession*	М					1	М						Т			Τ	Μ		М	м	15. Work detail
70P	Drug possession(excluding alcohol)*	М					1	M				0						Μ		М		16. Friday/Saturday detention
715	Drug sale (excluding alcohol)*	М					1	N										Μ		М	М	17. In-School suspension
7011	Drug upp/oveluding alsohelik	м						и				~						м		м		 Short-term out-of-school suspension 1-5 Days/Bus suspension
700	Drug use(excluding alcohol)*	M	+	+	+	-	- 1'	И	+	⊢	\vdash	0	+	+	+	+	+	M	⊢	M	м	19. Long-term out-of-school suspension 6-10 Days /Bus
136	Fallure to serve	м	0	0	0	0									0	0	0 0					suspension
130	False accusations against classmate(s)	М	0	0	0			0)		0	0				0	D C	0	0			20. Recommendation for alternative placement
131	False accusations against staff member	М						0)			0						0	0	0	0	21. Recommendation for expulsion
126	False alarms*	М							0					Τ	T		Τ	Μ		М	М	22. Refer to law enforcement
132	False fire alarm (district/elementary)	М	0	0	0	0		0	0							(0 0	0				
150	Fighting (district)	М		0		0		0	>			0	0				N	1 0	0			
011	Fighting*	м			1			╈				0	0					M	0	0	0	
113	Gambling				0			D			0	0				0 0		0	\square		0	
133	Gang related activity		0				(С			0			\square		0					0	
134	Harassment (aggravated)*	_	0				\rightarrow	+	+	0			\square	+	\rightarrow	0		0			0	
135	Hazing	_	0	0	0	0	+	+	+	-	0	0	\square	+	\rightarrow	+	0	0		0	0	
108	Homicide*	М																Μ		м	м	

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*Bolded infractions are School Environmental Safety Incident Reporting (SESIR Code) **May refer to alternative placement until court ruling

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MATRIX OF INFRACTIONS AND CONSEQUENCES (FOR FORMAL DISCIPLINE)

CODE	INFRACTIONS	1	2	3	4	5	6 7	8	9	10	11	12 1	13 14	4 15	16	17	18	19 2	20 2	1 22	DIRECTIONS
163	Inappropriate behavior	M	-			_	1	Ť	Ē				-	0	_	0	0	0	1	-	To identify appropriate concentrations, insets the calls
010	Inappropriate physical contact/scuffling		Ĭŏ				+	0	\vdash	0	0	0	0		ŏ			ŏ	+	++	To identify appropriate consequences, locate the cells found at the intersection of the infraction (rows) and
164	Inappropriate public display of affection	M		0			+	0			0				0				+	++	the column numbers. The column numbers
109	Kidnapping*	M		Ĕ	Ĕ	Ť	+	Ť	\square	Ť	~	-	-	Ť	Ť	Ĕ	_	M	1	им	correspond with the consequences listed in the box
137	Lack of supplies		10	0	0	0	+	0	\square	0		0	+	0	0	0	0		+"		to the right of the matrix.
153	Larceny/theft (over \$300)*	M		Ĕ	Ĕ	Ť	+	Ť	0	Ť	+	-	+	0	_	Ĕ	-	м	1	ом	<u> </u>
062	Lying/misrepresentation/forgery	_	10	0	0	0	+	0	-	0	0	0	+		0	0	0		Ť	- m	
004	Noncompliance/disrespect/defiance/inscience	_	10	_	_	_	+	0			0	_	+		ō				+	++	
154	Off-campus felony arrest with petition filed by State Attorney**	M	+	Ť	Ĭ	Ŭ	+	Ť	Π	Ť	Ť	Ĭ	+	Ť	Ť	Ŭ	Ť		0	+	
007	Open defiance/insubordination	Μ	0	0	0	0		0			0	0				0	0	0 0	0	+	1. Report to parent/call/referral
111	Other major*	M	1															М	I	MN	2. Verbai reprimand
138	Parking/driving offense	M	0	0	0	0						М			0	0	0	0			Writien assignment or special assignment related to offense
165	Physical aggression toward staff	M		0	м	0		0			М	-	0				М	0	0 0	0 0	 Administrator/parent/teacher/student conference
139	Possession of over-the-counter/prescription medication	Μ	1				D.	1 0								0	0	0	0 0	0 0	5. Behavlor Agreement
155	Possession of stolen property (under \$300)	M	1				D.	4				0					0	0	0 0	0 0	6. Correct inappropriate dress
115	Production and/or distribution of obscene/ inappropriate materials	м	0				8	1				0				0		0 0		0 0	7. Confiscation of inappropriate item
141	Profanity to staff	Μ	0	0	0	0		0			0		T				0	0	0		8. Loss of credit/Loss of privileges
110	Robbery*	M	_				1	1	\square	\square	\top			\top			_	М	1	MN	9. Financial restitution/Return to owner
104	Sexual battery*	Μ	1															М	N	M N	10. After school detention
030	Sexual harassment*	Μ	0	0	0	0					0		0					M	0 0	0 0	11. Counseling/PS Rtl
160	Sexual misconduct (district)	Μ	1					0			0		0					M	0 0	0 0	12. Revoke parking decal or tow away vehicle
105	Sexual offense/misconduct (other)*	M	1								0		0					M	м	οм	13. Teacher/Student schedule change
161	Skipping	M	0	0	М	0		0		0	0	0	0	0	0	0					14. Tobacco ditation/Complete tobacco program
014	Tardy	M	10					0		0	0				0					\square	15. Work detail
159	Teasing and taunting	M		0			(0		0			0	0		0	0	0	\top	++	16. Friday/Saturday detention
151	Theft (under \$300)	M	10	0	0	0	(0		_	_	0		0	0			0 0	0 0	0 0	17. In-School suspension
028	Inreal/intimidation (must have all 3 elements: rear, Intent, capability)*	м			0													м	+	мм	To: Short-term out-or-school suspension 1-5 Days/Bus suspension
050	Threatening behavior (must Investigate)	м	1		0			0					0					м	0	0 0	19. Long-term out-of-school suspension 6-10 Days/Bus suspension
142	Threatening behavior to staff (must investigate)	Μ			0			0					0					М		NО	20. Recommendation for alternative placement
021	Tobacco 17 yrs or under*	M	0					0			0	0	M	1 0	0			0 (0	0	21. Recommendation for expulsion
103	Tobacco 18 yrs or over	Μ	0	0	0	0					0	0			0	-		0 (22. Refer to law enforcement
040	Trespassing*	Μ														0	_	0 (_	ΟМ	
166	Under the influence	Μ	_					0			_	0		0			_	М	_	MN	
072	Unsafe act/unauthorized area	Μ	0					0			0	0			0			0		0 0	
044	Use/possession of combustibles	M	0	0	0	0	(0							0	0	0	0	0 0	0 0	
032	Vandalism/property damage (\$1000 or more)*	Μ				0			0					0	_			М		мм	
031	Vandalism/property damage less than \$1,000	Μ	0	0	0	0		0						0	0	0	0	0	0 0	0 0	
060	Violation of Acceptable Use Policy		0	0	0	0		0		0		0			0			0			
	Violation of Behavior Agreement	L M	10	0	0	0					0	0				0	0	0 (0 0	0 0	
057	Weapons possession*	M		_	_			4			0	_						M		M N	

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DEFINITIONS OF INFRACTIONS

Bolded infractions are School Environment Safety Incident Reporting (SESIR) codes and are required to be reported to the Department of Education

<u>Abusive Language/Profanity/Gestures</u> Verbal/nonverbal messages that include swearing, name calling, or use of words in an inappropriate way.

Accessory Failure to follow staff directions, or leave area during any event identified in the Code of Student Conduct as being unsafe.

<u>Aiding and Abetting</u> Knowingly giving aid or help to another student in violation of any of the Code of Student Conduct or acting to help violator escape detection shall be considered the same as if the student had directly committed the violation.

<u>Alcohol</u> (possession, sale, use, or purchase of alcoholic beverages) Use should be reported only if the person is caught in the act of using or is discovered to have used in the course of the investigation.

<u>Arson (district)</u> The act of willfully or intentionally igniting a fire, damaging, or attempting to damage, any real or personal property by fire or incendiary device, but does not include the act of lighting a match alone.

<u>Arson</u> (intentionally setting a fire on/with school property) To damage or cause to be damaged by fire or explosion, any dwelling, structure, or conveyance, whether occupied or not, or its contents.

<u>Assault</u> An intentional unlawful threat by word or act to do violence to a person, coupled with apparent ability to do so, and which creates a well-founded fear that such violence is imminent.

Battery The physical use of force or violence by an individual against another.

<u>Battery of a Staff Member or Volunteer</u> Physical use of force or violence by an individual against a school employee or volunteer against his/her will. Increased criminal penalties are imposed on anyone who commits a battery on a school employee or volunteer.

Bomb Threat The act of intentionally making a report to any person, including school personnel, concerning the placement of, creation of, or discussion of any bomb, dynamite, explosive or arson causing devices.

<u>Breaking and Entering/Burglary</u> (illegal entry into a facility) The unlawful entry with force, or unauthorized presence in a building or other structure, or conveyance with evidence, of the intent to damage or remove property or harm a person(s).

Bullying The incident is bullying if the incident includes systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees that is severe or pervasive enough to create an intimidating, hostile, or offensive environment; or unreasonably interfere with the individual's school performance or participation.

<u>Cell phone/Electronic devices</u> To possess/use any electronic device, including but not limited to pager, tape/CD players, laser pointers, etc. during the school day, on the school bus, during school functions/actives unless approval is given by principal or designee.

<u>Cheating</u> The inappropriate and deliberate distribution or use of information, notes, materials, or work of another person in the completion of an academic exam, test, or assignment without specific teacher permission and proper crediting of the source (plagiarism).

<u>Contraband</u> The possession or use of items, which are prohibited at school. Also, bringing on to campus or to a school sponsored event any dangerous or disruptive item.

<u>Cyberstalking</u> To engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at a specific person, causing substantial emotional distress to that person, and serving no legitimate purpose. In addition, cyberstalking also includes such conduct when it results in harm or damage to any school personnel or students, or tends to subject school personnel or students to ridicule or embarrassment.

Disrespect/Insolence An act of rudeness, contempt, and/or a lack of respect; impertinent; inclined to take liberties.

<u>Disruption</u> Behavior causing an interruption in a class or activity. Includes sustained loud talk, yelling, or screaming; noise with materials; horseplay or roughhousing; and/or sustained out-of-seat behavior.

<u>Disruption on Campus – Major (Disorderly Conduct)</u> (significantly disrupts all or portions of the campus activities, school sponsored events or school bus transportation) Disruptive behavior that poses a serious threat to the <u>learning environment</u>, <u>health</u>, <u>safety</u>, and/or <u>welfare</u> of others. This includes bomb threat, inciting a riot, and initiating a false fire alarm.

Dress Code Violation Student wears clothing that does not fit within the dress code guidelines practiced by the district.

Drug Paraphernalia Possession A student found in possession of any type of drug equipment, product, or material that is modified for making, using, or concealing drugs.

Drug Sale/Distribution – Excluding Alcohol (illegal sale or distribution of drugs) the manufacture, cultivation, sale or distribution of any drug, narcotic, controlled substance or substance represented to be a drug.

<u>Drugs Use/Possession – Excluding Alcohol</u> (illegal drug possession or use) the use or possession, of any drug, narcotic or controlled substance or any substance when used for hallucinogenic purposes.

Failure to Serve A student who fails to serve a consequence, e.g., detention, Friday or Saturday school, for an infraction for which they were referred.

<u>False Accusations Against Classmate(s)</u> The act of intentionally publicizing (oral or written) of untrue, injurious allegations against another classmate or knowingly bring false charges against a classmate. If accusations against a classmate are found to be false, the student lodging the false accusation may receive the same punishment as would have been received by the wrongly accused individual. The Principal may adjust the consequence as he/she considers the circumstances of misdirected staff time and damage to the wrongly accused individual and his/her family.

<u>False Accusations Against Staff Member(s)</u> The act of intentionally publicizing (oral or written) of untrue, injurious allegations against a staff member or school volunteer, or knowingly bringing false charges against a staff member or school volunteer.

False Alarm The act of activating a fire alarm system or equipment (i.e. fire extinguisher, hoses, or sprinklers), or any other type of warning equipment or alarm system when the report or alarm is false and there is no emergency or false report of any other type of emergency such as a bomb threat or break in.

False Fire Alarm (district/elementary) The act of activating a fire alarm system or equipment (i.e. fire extinguisher, hoses, or sprinklers) when there is no fire or legitimate emergency.

<u>Fighting (district)</u> The act of participating in an altercation involving physical violence in which individuals may or may not sustain personal injury.

Fighting The act of two or more persons mutually participating in the use of force or physical violence that requires physical restraint or results in injury.

<u>Forgery/Theft</u> Student is in possession of, having passed on, or being responsible for removing someone else's property or has signed a person's name without that person's permission. (Under \$300)

<u>Gambling</u> Any participation in games or activities of chance for money or items of value.

Gang Related Activity Any activity/contraband that represents a gang or group (i.e. bandanas, hand signs, verbiage, and gang graffiti) that is visible or references a gang.

<u>Harassment</u> Any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct that 1) places a student or school employee in reasonable fear of harm to his or her person or damage to his or her property, 2) has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or 3) has the effect of substantially disrupting the orderly operation of a school including any course of conduct directed at a specific person that causes substantial emotional distress in such a person and serves no legitimate purpose.

<u>Hazing</u> (grades 9-12 only) The act of recklessly or intentionally endangering the mental or physical health or safety of a high school student for purposes, including, but not limited to initiation or admission into or affiliation with any organization operating under the sanction of the high school and in accordance with **Section1006.63**, Florida Statues.

Homicide (murder, manslaughter) The unjustified killing of one human being by another.

Inappropriate Behavior Any behavior not defined elsewhere in the Code of Student Conduct.

Inappropriate Physical Contact/Scuffling/Inappropriate Public Display of Affection Non-serious, but inappropriate physical contact, scuffling. Also, failing to refrain from inappropriate public display of affection in school.

Inappropriate Display of Affection Failing to refrain from inappropriate display of affection in school.

<u>Kidnapping</u> (abduction of an individual) Forcibly, or by threat, confining, abducting, or imprisoning another person against his/her will and without lawful authority.

Lack of Supplies The failure of a student to be in possession of any school supplies necessary to participate and/or complete classroom activities or assignments. Supplies include, but are not limited to, pencils, paper, books, notebooks, pens, rulers, protractors, gym clothing, musical instruments, or any other item reasonably needed to participate in classroom activities or assignments.

<u>Larceny/Theft</u> (taking of property from a person, building, or vehicle) The unauthorized taking, carrying, riding away, or concealing the property of another person, including motor vehicles, without threat, violence, or bodily harm. (The item must be \$300 or more to report in SESIR.)

Lying/Misrepresentation/Forgery Student delivers message that is untrue and/or deliberately violates rules or has signed a person's name without that person's permission.

<u>Non-compliance/Disrespect/Insolent/Defiance</u> Refusal to follow directions, talking back and/or socially rude interactions. (e.g. lack of supplies, hall violations, gum chewing, throwing objects), using words to demean, degrade, or humiliate.

<u>Off-Campus Felony Arrest w/ Petition Filed by State Attorney</u> The arrest of a student for the alleged commission of a felony or a delinquent act which would be classified as a felony if committed by an adult at a time and place where students are not subject to control of the school.

Open Defiance/Insubordination/Gross Disrespect The open or flagrant challenge of the authority of a school staff member, bus driver, or any other adult in authority.

<u>Other Major</u> (major incidents that do not fit within the other definitions) Any serious, harmful incident resulting in the need for law enforcement intervention not previously classified.

<u>Parking</u> The act of failing to follow established rules and regulations concerning the privilege of driving and parking vehicles on a school campus.

<u>Possession of Medications</u> Student has possession of over-the-counter or prescription medications without following Health Room medication procedures.

Possession of Stolen Property Possession of stolen property with knowledge it is stolen (under \$300).

<u>Production and/or Distribution of Obscene/Inappropriate Materials</u> The production or distribution of written language, electronic messages, pictures and objects that are considered to be offensive, socially unacceptable, or not suitable for an educational setting.

<u>Profanity to Staff</u> The act of using any profane, vulgar, or unnecessary crude utterance or gesture, whether directed toward a staff member, transportation staff, teacher, administrator, and volunteer.

<u>Robbery</u> (using force to take something from another) The taking or attempting to take anything of value that is owned by another person or organization, under confrontational circumstances of force or threat of force or violence and/or by putting the victim in fear.

<u>Sexual Battery</u> (attempted or actual) Any sexual act directed against another person, forcibly or against the person's will, or not forcibly against that person's will where the victim is not capable of giving consent because of his/her youth or because of temporary or permanent mental incapacity.

<u>Sexual Harassment</u> (undesired sexual behavior) - Unwanted verbal or physical behavior with sexual connotations by an adult or student that is severe or pervasive enough to create an intimidating, hostile or offensive educational environment, cause discomfort or humiliation or unreasonably interfere with the individual's school performance or participation. [State Board of Education Rule 6A-19.008(1)]. An incident when one person demands a sexual favor from another under the threat of physical harm or adverse consequence.

<u>Sexual Misconduct (district)</u> Any non-criminal activity of a sexual nature which does not meet the definitions and criteria for the SESIR violations of Sexual Battery, Sexual Harassment, Sexual Offense/misconduct (other).

<u>Sexual Offenses/Other</u> (1) Other sexual contact, including intercourse, without force or threat of force, and where victim is under 16. (2) Subjecting an individual to lewd, sexual gestures, comments, sexual activity, or exposing private body parts in lewd manner.

Skipping The act of not reporting to class or school without receiving proper prior approval and/or following the established procedures for checking out of school.

Tardy Arrival to class after the designated starting time or the tardy signal has sounded.

<u>Teasing & Taunting</u> Children are commonly teased on such matters as their appearance, weight, behavior, abilities, and clothing. The most common kind of teasing is verbal bullying or taunting. This behavior is intended to distract, irritate, or annoy the recipient. Because it is hurtful, it is different from playful joking and is generally accompanied by some degree of social rejection.

Theft Student is in possession of, having passed on, or being responsible for removing someone else's property (under \$300).

<u>Threat/Intimidation</u> (instilling fear in others) A threat to cause physical harm to another person with or without the use of a weapon that includes all of the following elements: (1) intent – an intention that the threat is heard or seen by the person who is the object of the threat; (2) fear – a reasonable fear or apprehension by the person who is the object of the threat that the threat could be carried out; and (3) capability – the ability of the offender to actually carry out the threat directly or by a weapon or other instrument that can easily be obtained.

Threatening Behavior The act of declaring the student's intent by word or act to do violence.

Threat or Threatening Behavior to Staff The act of declaring the student's intent by word or act to do violence toward a staff member, teacher, administrator, and volunteer or to his/her property.

Tobacco 17 yrs or under Tobacco 18 yrs or older (cigarettes or other forms of tobacco) The possession, use, distribution, or sale of tobacco products on school grounds, at school-sponsored events, or on school transportation.

Trespassing (illegal entry onto campus) To enter or remain on school grounds/campus, school transportation, or at a school-sponsored event/off campus without authorization or invitation and with no lawful purpose for entry.

<u>Under the Influence</u> Observed or suspected of having mental or physical faculties so impaired as to reduce the ability to think or act with ordinary care due to the intake of alcohol, excessive medication, or intoxicating drugs or other substances.

<u>Unsafe Act/Unauthorized Area</u> A physical act which compromises the health/safety of an individual; interfering with the orderly operation of school or school activity. This includes, but is not limited to pushing, shoving, hitting, kicking or slapping. This also includes the act of inciting, advising, encouraging or being an accomplice to a violation of the Code of Student Conduct.

<u>Use/Possession of Combustibles</u> Student is in possession/use of substances/objects readily capable of causing bodily harm and/or property damage (matches, lighters, firecrackers, gasoline, and lighter fluid)

<u>Vandalism</u> (destruction, damage, or defacement of school or personal property) The intentional destruction, damage, or defacement of public or private property without consent of the owner or the person having custody or control of it. (The amount of damage must be \$1000 or more to report in SESIR, including time and labor.)

<u>Violation of Accepted Use Policy</u> The inappropriate use of computers, resources, electronic networks, or calculators that violates the Acceptable Use Policy for Network Access (File: EHAA): hacking into or accessing or breaking into restricted accounts or networks; modifying, or destroying files without permission; illegally copying software; and, entering, accessing, viewing, distributing, or printing inappropriate/unauthorized files, programs, pornographic sites, or sites advocating hate or violence.

Violation of Behavior Agreement Student violates individualized behavior contract intended to improve student's behavior.

<u>Weapons (district)</u> The act of possessing, storing, and distributing. Selling or purchasing any instrument or object that can inflict serious harm on another person in reasonable fear or apprehension of serious harm or to be used to intimidate another person including, but not limited to fixed blade knives (household), folding knives. switch blades knives, common pocket knives, razor blades, box cutters, sharp cutting instrument, ice picks, chains, pipes, nunchakus, brass knuckles, Chinese stars, BB or pellet guns, propellants, paintball guns, "look alike"

weapons, or any object or substance directly represented to be or falsely represented to be a weapon of mass destruction(i.e.an anthrax hoax).

<u>Weapons Possession</u> (possession of firearms and other instruments which can cause harm) - Possession of any instrument or object (as defined by Section-Florida Statute 790.001(13), Florida Statutes, or district code of conduct) that can inflict serious harm on another person or that can place a person in reasonable fear of serious harm. Possession of a pocket knife or eating utensil is not included unless there is intent to harm.

STUDENT NETWORK AND INTERNET ACCESS APPLICATION: STUDENT/ PARENT-/GUARDIAN

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING THIS DOCUMENT. THIS IS AN AGREEMENT THAT MUST BE SIGNED BEFORE A STUDENT WILL BE GIVEN ACCESS TO A NETWORK ACCOUNT.

Updated 04/14/2010 06/12/2012

The following are highlights from the School District of Indian River County's Network and Internet Acceptable Use Policy, which may be viewed in its entirety on-line at www.indianriverschools.org. It is imperative that, parents/guardians, and students enrolled in the School District of Indian River County, read and understand this the entire School Board policy. before signing this application. The parent signatures/guardian's signature at the end of this document areis legally binding and indicateindicates the parties have read and understandunderstood the terms and conditions for Network and Internet Access. Please sign and return the application to your child's teacher. Students will acknowledge their understanding of the guidelines on-line at school.their schools.

With access to <u>computerselectronic resources</u> and to people all over the world <u>also comes</u>, the availability of some material that may not be <u>considered to be</u> of educational value within the context of the school setting. The School District of Indian River County will make every effort to direct participants to educationally relevant material.

According to the The School District of Indian River County Information Network Acceptable Use Policy, the board Board views information retrieval from the network inwith the same capacityoversight as information retrieval from reference materials identified by schools. Even with the established firewall in place, on a global network it is *impossible* to control all materials and an industrious user may discover inappropriate information. In an effort to block any inappropriate material, SDIRC has installed filtering software, which examines all Internet traffic and discards unacceptable material.

At school, each student's access to and use of the network will be under the teacher's direction and monitored as a regular instructional activity. Instructional personnel are responsible for teaching proper techniques and standards for participation, for guiding student access to appropriate sections of the network, and for assuring that students understand that if they misuse the network they will lose their privilege to use classroom accounts. and may be subject to disciplinary actions. Internet use is for specific, predetermined, school related research only. Undirected Internet use is not allowed. Students must avoid intentionally wasting limited network resources.

Students may access the network using only their assigned account. Use of Prohibited activities include, but are not limited to:

• Using another person's account is prohibitedusername and password.

Students may not allow others to use their accounts.

- 8.• ChatAccessing chat rooms (i.e. My Space, Facebook) and other forms of direct electronic communications are prohibited.
- Using electronic resources for financial gain, advertising, political activity, or personal business activity.
- Accessing, downloading, storing, viewing, sending, or displaying text, images, movies, or sounds that contain pornography, obscenity, or language that offends or tends to degrade others.
- Sending, or attempting to send, anonymous messages of any kind or pretending to be someone else while sending a message.
- Accessing, or attempting to access, the School Board network, or any devices attached to the network, without authorization to engage in "hacking" or other unlawful activities.
- Using electronic resources for illegal or inappropriate activities.
- Violating copyright laws, obtaining copies of, or modifying files, data, or passwords belonging to others.
- Accessing confidential student or employee information without authorization or through misuse of authorization and communicating such information with unauthorized persons.
- Downloading of files to district hard drives is prohibited.
- Students may not use the internet/network to engage in 'hacking" or other unlawful activities.
- Students may not intentionally obtain copies of, or modify files, data or passwords belonging to others, or misrepresent others on the network.

- Any attempt with out prior authorization, attempting to view other district computers or computer resources across the network is prohibited.
- Any use of the Internet for commercial purposes, advertising, or political lobbying is prohibited, as is transmission of any material in violation of State or Federal law or regulation, or District policy.
- Information gathered from the Internet used in student reports or projects should be cited the same as references to printed materials.
- 9. Disclosure of personal identification, or disclosing personally identifiable information of minors via the Internet is prohibitedelectronic resources, except as expressly authorized by the minor student's parent/guardian.
- 10. The district is not responsible for damage suffered by loss of data, delays, or interruptions of service.

Network access is a privilege designed solely for educational purposes. The district'sDistrict's network facilities and electronic resources are to be used in a responsible, efficient, and legal manner in accordance with the mission and policies set forth by the School District of Indian River County. Failure to adhere to these guidelines may result in **limiting**, suspending, or revoking the offender's privilege of access, school disciplinary action and/ or appropriate legal actions.

Parents and/or Guardians/guardians recognize that it is impossible to restrict unsupervised access to all information or materials on the network and will not hold the School District of Indian River County responsible for materials acquired on the network. Additionally, each network user must acknowledge their understanding of the guidelines in the InformationGuidelines for Network and Internet Acceptable Use Policy as a condition of receiving a network account.

Student User's Full Name (Please Print):_	ID #	GRA	DE

Parent/Guardian Signature: _____ DATE _____

STUDENT/PARENT ACKNOWLEDGMENT FORM 2012-2013

The Code of Student Conduct has been developed to help your child gain the greatest possible benefit from his/her school experiences. The Code defines the responsibilities and the rights of students attending Indian River County Public Schools, as well as clearly identifies the consequences for student actions which violate this Code.

The school is in need of your help and cooperation. Students, parents, and schools working together can maintain a safe and purposeful atmosphere in the schools where students can learn to their full potential.

Since parents/guardians share responsibility for the actions of their children, they should also become familiar with the rules and expectations described in this handbook. Please read and discuss this important document with your child, then sign this form and return it to your child's school, where it will be kept on file.

Student Name (Print)	ID#:		School
Student Signature		DOB:	Date
Parent/Guardian Name (Print)	Cell ph. #		Date
Parent/Guardian Signature			Date

Note: Failure to return this acknowledgment form will not release a student or the parents/guardians of the student from responsibility for knowledge of the contents of the *Code of Student Conduct* and will not excuse noncompliance with the *Code of Student Conduct* by the student.

Statement of Academic Honesty

The School District of Indian River County strongly believes that academic honesty must be practiced by all its students. In accordance with the school district's mission to serve all students with excellence, the District must take an unwavering stand on academic integrity.

Cheating and plagiarism are wrong. Cheating and plagiarism in any form as defined by this Code will be considered a critical breach of character and integrity as well as a serious violation of the Code of Student Conduct.

The School District of Indian River County defines cheating as:

The inappropriate and deliberate distribution or use of information, notes, materials, or work of another person in the completion of an academic exam, test, or assignment without specific teacher permission and proper crediting of the source (plagiarism).

Refer to the Range of Disciplinary Infraction and School Interventions for Disciplinary Infractions within this booklet for a listing of consequences relating to violations of academic honesty.

In addition to the consequences applied by the teacher, a cheating or plagiarism violation will be referred to the administration and may result in the loss of eligibility or removal from an academic club, loss of academic honors and awards as well as eligibility to apply for or receive local academic scholarships. These decisions, any or all, would be decided by a committee of teachers appointed by the principal.

I have read and understand the School District's policy concerning academic honesty.

Media Release

As the parent of a student in Indian River County School District, I understand that my student's picture may appear in newspapers, on television, on District and school websites, in School Board and school publications, e.g., school yearbooks, school newspapers, class pictures, or other communication tools. Unless indicated by checking the box below, I will allow my student to be photographed and/or filmed for the purposes explained above.

I will **NOT** allow my student to be photographed and/or filmed for the purposes explained above.

NOTE: The **Request to Withhold Information (for junior and seniors only)** form which was previously included in the code is now available on the SDIRC website, www.indianriverschools.org, and in the high school guidance offices.

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X

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MIA® Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO: 5-REVISED	Distribution to:
SCHOOL DISTRICT OF IRC	211 CITRUS BOWL REPAIRS	PERIOD TO: 04/25/12	OWNER
1990 25TH STREET VERO BEACH, FL 32960	1707 16TH STREET VERO BEACH, FL 32960	CONTRACT FOR: 211	ARCHITECT
FROM CONTRACTOR: BARTH CONSTRUCTION, INC.	VIA ARCHITECT: TRC WORLDWIDE ENGINEERING	CONTRACT DATE: 05/01/11	CONTRACTOR
1717 INDIAN RIVER BLVD., SUITE 202A	2011 S. 25TH STREET	PROJECT NOS: / /	FIELD
VERO BEACH, FL 32960	FORT PIERCE, FL 34947		OTHER 🗆

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, AIA Document G703[™]. Continuation Sheet, is attached

AIA Document 0705 ⁴⁴⁴ , Continuation Sheet, is attach	eu.	
1. ORIGINAL CONTRACT SUM	\$_	389,324.00
2. NET CHANGE BY CHANGE ORDERS	\$_	-179,243.88
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$_	210,080.12
4. TOTAL COMPLETED & STORED TO DATE (Column C	G on G703) \$_	210,080.12
5. RETAINAGE:		
a% of Completed Work		
(Columns $D + E$ on G703)	\$	
b% of Stored Material		
(Column F on G703)	\$	<u>a.</u> <u>a</u> <u>a</u>
Total Retainage (Lines 5a + 5b, or Total in Column	n I of G703)\$_	0.00
6. TOTAL EARNED LESS RETAINAGE	\$_	210,080.12
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$_	189,104.09
8. CURRENT PAYMENT DUE	\$	20,976.03
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 minus Line 6)	\$	0.00
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS

NET CHANGES by Change Order	\$	-179.2	43.8	
TOTAL	\$	0.00	\$	179,243,88
Total approved this month	\$	0.00	\$	179,243.88
Total changes approved in previous months by Owner	\$	0.00	\$	0.00
CHANGE ORDER SUMMARY	AI	DDITIONS	I	DEDUCTIONS

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 LORDA County of: IND IAN RIVER Subscribed and sworn to before day of MAY, 202 me this 151 Notary Public: Manorel Japah My commission expires: 7/21/16

MARION H. TUPEK MY COMMISSION # EE 189999 EXPIRES: July 21, 2016 Bonded Thru Notary Public Underwriters

Date: 5/1/12

ARCHITECT'S CERTIFICATE FOR PAYMEN

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 20,976.03

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITEC 105. mi See By:

Date: 7/16/12

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.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G702TM – 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible Regent 10 for hard the reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail TACtional Institute 2010 and 10 for hereit and the reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail TACtional Institute 2010 and 201 counsel, copyright@aia.org. 010711ACD44

▲AIA[®] Document G703[™] – 1992

Continuation Sheet

AIA Document G702 TM –1992, Application and Certificate for Payment, or G732 TM –2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. In tabulations below, amounts are in US dollars. Use Column I on Contracts where variable retainage for line items may apply.						APPLICATION NO: APPLICATION DATE: PERIOD TO: ARCHITECT'S PROJECT NO:		5 MAY 11,2012 APR 25,2012 211	
А	В	С	D	Е	F	G		H	ss v Islas
			WORK CO	MPLETED		2.2白花为皇			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C-G)	RETAINAGE (If variable rate)
	GENERAL CONDITIONS								
25	PROJECT ACCOUNTING	4,200.00	4,200.00	0.00	0.00	4,200.00	100.0	0.00	0.00
26	PROJECT EXECUTIVE	2,625.00	2,625.00	0.00	0.00	2,625.00	100.0	0.00	0.00
27	PROJECT ADMIN.	3,600.00	3,600.00	0.00	0.00	3,600.00	100.0	0.00	0.00
29	PROJECT MANAGEMENT	29,000.00	29,000.00	0.00	0.00	29,000.00	100.0	0.00	0.00
42	TELEPHONE	255.00	191.25	0.00	0.00	191.25	75.0	63.75	0.00
50	PROJECT SIGN	500.00	0.00	0.00	0.00	0.00	0.0	500.00	0.00
52	TEMPORARY FENCE	2,600.00	2,238.65	0.00	0.00	2,238.65	86.1	361.35	0.00
58	TEMP. PROTECTION	450.00	0.00	0.00	0.00	0.00	0.0	450.00	0.00
71	PRINTING/POSTAGE	150.00	44.00	0.00	0.00	44.00	29.3	106.00	0.00
74	PHOTOGRAPHY	100.00	0.00	0.00	0.00	0.00	0.0	100.00	0.00
88	SM. TOOL/SUPPLIES	150.00	0.00	0.00	0.00	0.00	0.0	150.00	0.00
124	COMMON LABOR	550.00	0.00	0.00	0.00	0.00	0.0	550.00	0.00
144	BUILDERS RISK	500.00	889.15	0.00	0.00	889.15	177.8	389.15-	0.00
148	LIABILITY INSURANCE	700.00	700.00	0.00	0.00	700.00	100.0	0.00	0.00
150	CONTINGENCY	83,453.00	9,453.70	0.00	0.00	9,453.70	11.3	73,999.30	0.00
156	G.C. BOND CONCRETE	2,900.00	3,549.55	0.00	0.00	3,549.55	122.4	649.55-	0.00
296	CUT/PATCH CONCRETE FINISHES	232,434.00	124,884.42	35.56-	0.00	124,848.86	53.7	107,585.14	0.00
638	PAINTING	2,500.00	6,082.96	0.00	0.00	6,082.96	243.3	3,582.96-	0.00
902	CONSTRUCTION PHASE FEE	22,657.00	22,657.00	0.00	0.00	22,657.00	100.0	0.00	0.00
80001	CO #1	179,243.88-	0.00	0.00	0.00	0.00	0.0	179,243.88-	0.00
	GRAND TOTAL	210,080.12	210,115.68	35.56-	0.00	210,080.12	100.0	0.00	0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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APRIL MONTHLY FACILITIES UPDATE May 29, 2012 FACILITIES DEPARTMENT

This is ninth in the series of monthly updates, provided to the Board at the first meeting in June. The topics discussed provide updates to the Board on **existing projects**, alert the Board to **upcoming initiatives**, and provide **data** related to energy consumption and associated costs. In addition, any **problems** or **challenges** encountered in our work will be discussed with potential **solutions** and **recommendations** provided to the Board.

VERO BEACH ELEMENTARY

Construction continues on the rebuild of Vero Beach Elementary. The attached pictures show the school site in May 2011 and the same site in May 2012. The contractor is finishing up site work including irrigation and sod & tree installation. They are installing paper towel and toilet paper holders in the bathrooms, and are 95% complete with installation of the flooring. A small amount of work is left in the HVAC system, including controls as well as test & balance for the system. The furniture orders continue in process, and we expect to do a walk-through with the Building Department on June 1st to get a temporary Certificate of Occupancy so the Principal and administrative staff can move in to make way for demolition of the old campus. The project remains on schedule and within budget. As soon as school is out we will start the asbestos removal process. We have obtained better pricing from another vendor, with some small details left to work out relative to disposal with the solid waste department of the County.

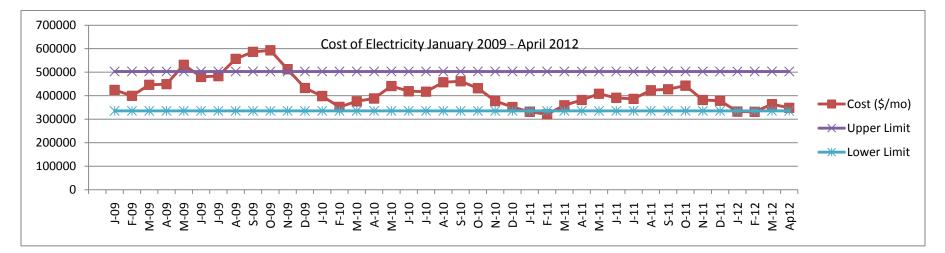
SEBASTIAN RIVER HS FRESHMAN CENTER

Work is finishing up on the Freshman Center. Flooring and ceiling tiles are the only two items left to complete. Flooring is 60% complete in the building. The last item will be carpet installation on the 2nd floor of the building, after the final round of ceiling tile installation in those classrooms. The epoxy flooring on the first floor is also 60% complete, with no issues foreseen to completion. Finish grading in the front of the building and stabilization of the fire road in the rear of the building will be complete by the end of June. Per SLC direction, the basketball courts immediately south of the building will be reduced in size to two from three (to alleviate a clearance problem between the eastern-most court and the covered walk to the rest of the campus). The courts will also be resurfaced and restriped. This was the recommended option, as the cost was significantly less than rebuilding the courts on the west side of the new building. The 17 portables primarily on the south side of the campus will be returned to the vendor on July 16th. This will free up parking space in that area.

Energy Update: Cost of Electricity

Month	2011	2012	Difference	% Difference
January	\$331,755	\$332,510	\$755	+0.2%
February	\$310,464	\$331,586	\$21,122	+6.8%
March	\$356,957	\$363,878	\$6,921	+1.9%
April	\$381,773	\$348,660	\$33,113	-8.7%
Мау	\$408,211			
June	\$390,981			
July	\$386,913			
August	\$394,010			
September	\$420,695			
October	\$442,804			
November	\$382,011			
December	\$378,541			
Subtotal	\$4,585,115			

This table will be updated as results become available through Utility Report Card. For additional detail, go to <u>http://www.utilityreportcard.com</u> and click on URC Live, then select Indian River County.

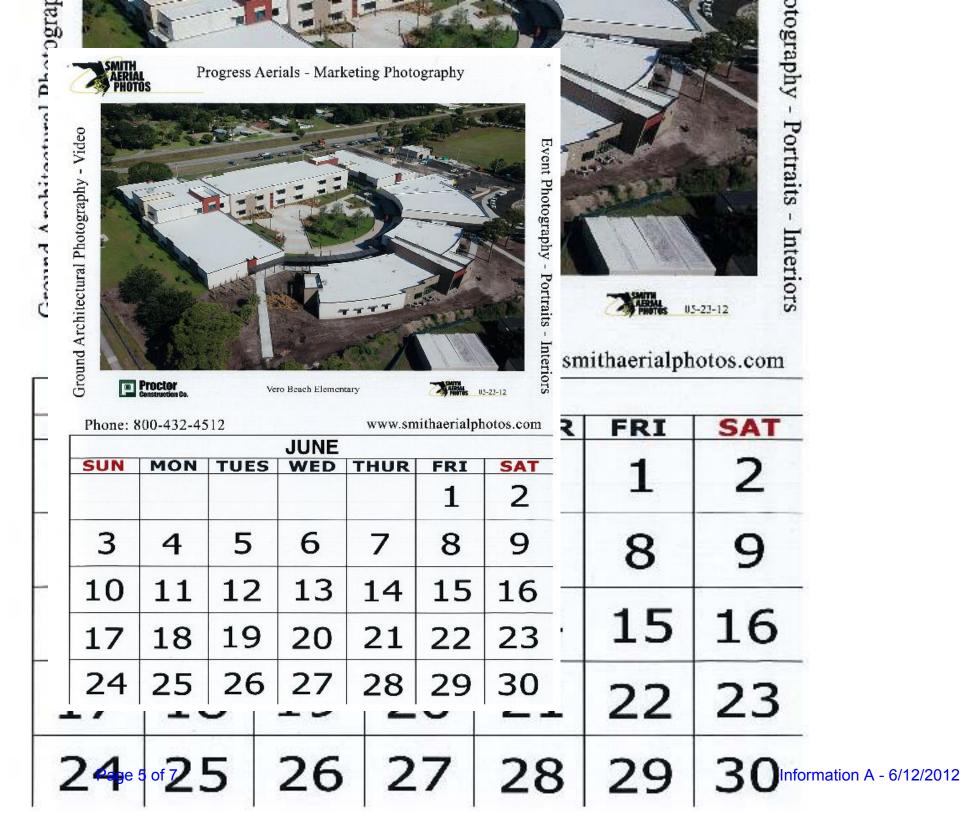


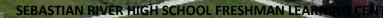
April's results demonstrated a 6.8% decline over the previous year's results. This puts us at parity with 2011, and reinforces the continued need to monitor and develop new strategies for energy savings. We have begun to see improvement in results from the schools with new HVAC systems. With the chiller replacement in the near term for the chiller at VBHS, and the new system startup at VBE, we will likely continue at parity with 2011, in spite of cost increases.

Vero Beach Elementary



Information A - 6/12/2012









Sebastian River High School





Sebastian River High School



BEACHLAND ELEMENTARY TRAFFIC

Two public meetings have been held in the school cafeteria, in the past month, with significant input from the assembled group. The City Manager, Public Works Director and Planning Director from the City of Vero Beach attended one or both of the meetings and were active listeners to the suggestions being provided by the participants. The architect has developed a new strategy that should address concerns brought up at both public meetings. The next step is to meet with representatives from the City of Vero Beach to ensure the soundness of the new plan.

FELLSMERE ADDITION

The architect continues to refine the design, per direction from the Superintendent's Executive Team. The Board approved the contract with Pirtle Construction with an agreed-upon phase fee of 4.75%. The next step is to finalize the plan and develop a GMP that will require Board approval.

OSCEOLA MAGNET

Work is underway on the parent pickup loop at the new Osceola Magnet. Detailed design work has begun for the cafeteria expansion.

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Association of School Business Officials International

11401 North Shore Drive Reston, VA 20190-4200 P 866/682-2729 F 703/708-7060 www.asbointl.org

May 21, 2012

Carter Morrison Asst. Superintendent for Business & Finance/CFO SB of Indian River County 1990 25th Street Vero Beach, FL 32960

Dear Mr. Morrison:

Congratulations! On behalf of the Association of School Business Officials International (ASBO), I am pleased to inform you that School Board of Indian River County has received ASBO's Certificate of Excellence in Financial Reporting Award for the fiscal year end June 30, 2011. This award represents a significant achievement and reflects your commitment to the highest standards of school system financial reporting.

The Certificate of Excellence Review Panel has provided the attached comments regarding your report. It is important to keep these comments so you may refer to them as you prepare your fiscal year end 2012 Comprehensive Annual Financial Report.

Please feel free to use the attached sample press release and guidelines to reach out to your local press so you may share this important achievement with your community. Your engraved Certificate of Excellence Award plaque and certificate will be mailed to you in approximately 6-8 weeks.

Congratulations to you and the members of your staff who worked so hard to earn the Certificate of Excellence in Financial Reporting Award.

Sincerely,

ohn Q. Musso

John D. Musso Executive Director, CAE, RSBA

Attachments: as

JM:mp



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FZ172	F510 INDIAN RIVER-005-2012	REVEN	T OF INDIAN RIVER COUN UE STATUS SUMMARY ARCH 31, 2012		05/24/2012 16:44	PAGE- 1
FND	- 100 GENERAL FUND	ESTIMATED	CURRENT REVENUE	REVENUE	UNCOLLECTED	PERCENT
	DESCRIPTION	REVENUE	MARCH 2012	COLLECTED	REVENUE	COLLECTED
3191	RESERVE OFFICERS TRAINING CORP	80,000.00	6,108.90	103,225.57	23,225.57-	129
3202	MEDICAID	150,000.00	5,026.29	104,036.40	45,963.60	69
3226	Math & Science Partnerships II	27,543.15	0.00	0.00	27,543.15	0
3310	FLA EDUCATION FINANCE PROGRAM	8,232,594.00	679,030.00	6,195,508.00	2,037,086.00	75
3315	WORKFORCE DEVELOPMENT	1,189,004.00	99,084.00	891,756.00	297,248.00	75
3317	PERFORMANCE BASED INCENTIVES	27,190.00	2,266.00	20,394.00	6,796.00	75
3343	STATE LICENSE TAX	150,000.00	4,715.37	134,109.52	15,890.48	89
3344	LOTTERY FUNDS	50,925.00	4,715.37	0.00	50,925.00	0
3355	CLASS SIZE REDUCTION (CSR)	19,468,590.00		14,454,638.00	5,013,952.00	-
3361	SCHOOL RECOGNITION FUNDS		1,651,029.00			74
		596,978.00	0.00	596,978.00	0.00	100
3371	VOLUNTARY PRE-K PROGRAM	488,737.00	75,490.07	314,708.23	174,028.77	64
3399	OTHER MISCELLANEOUS STATE REVE	9,317.46	0.00	49,978.84-	59,296.30	536
3411	DISTRICT SCHOOL TAX	82,836,845.00	1,557,310.49	74,502,984.41	8,333,860.59	90
3414	CRITICAL OPERATING MILLAGE	3,370,640.00	63,307.27	2,886,872.88	483,767.12	86
3423	EXCESS FEES	60,000.00	0.00	62,693.04	2,693.04-	104
3425	RENT	170,470.00	5,520.31	88,256.25	82,213.75 127,476.67 0.00	52
3431	INTEREST ON INVESTMENTS	407,267.71	9,610.80	279,791.04	127,476.67	69
3440	GIFTS, GRANTS AND REQUESTS	38,092.67	0.00			100
3461	ADULT ED FEES (Block Tuition)	0.00	3,240.00	17,040.00	17,040.00-	0
3462	POST SECONDARY VOC COURSE FEES	150,000.00	9,993.00		8,045.90-	105
3464	CAPITAL IMPROVEMENT FEES	10,000.00	399.00 3,336.50	7,740.50	2,259.50	77
3465	POSTSECONDARY LAB FEES	65,000.00	3,336.50	60,023.00	4,977.00	92
3466	LIFELONG LEARNING FEES	25,000.00	2,985.00	18,646.50	6,353.50	75
3467	GED TESTING FEES	22,000.00	1,120.00	14,154.00	7,846.00	64
3469	OTHER STUDENT FEES	12,000.00	1,179.50	9,025.50	2,974.50	75
3473	SCHOOL AGE CHILD CARE FEES	150,000.00	14,529.81	140,077.53	9,922.47	93
3474	EXTENDED DAY SUMMER PROGRAM	7,000.00	0.00	0.00	7,000.00	0
3491	BUS FEES	20,000.00	0.00	6,762.75	13,237.25	34
3493	SALE OF JUNK	0.00	0.00	2,589.00	2,589.00-	0
3494	FEDERAL INDIRECT	500,000.00	30,362.52	213,592.97	286,407.03	43
3495	OTHER MISC LOCAL SOURCES	1,686,653.22	21,429.44	1,202,511.40	484,141.82	71
3497	REFUNDS-FRIOR YEAR EXPENDITURE	2,056.89	0.00	9,072.77	7,015.88-	441
3499	RECPT-FOOD SERVICES INDIRECT C	39,840.00	57,413.61	153,439.61	113,599.61-	385
3630	TRANSFERS-CAPITAL PROJECTS FD	871,022.00	67,588,70	645,258.44	225,763,56	74
3730	SALE OF FIXED ASSETS	50,000.00	860.25	57,030.96	7,030.96-	114
3730	INSURANCE LOSS RECOVERIES	102,792.36	0.00	33,543.31	69,249.05	33
3740	INSURANCE LUSS RECOVERIES	102,792.36	0.00	33,543.31	69,249.05	دد
	*	121,067,558.46	4,372,935.83	103,372,619.31	17,694,939.15	85

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FZ172 F510 INC	DIAN RIVER-005-2012	REVENU	r of Indian River County De Status Summary Arch 31, 2012	ATKINSC	05/24/2012 16:44	PAGE- 2
FND - 200 FUNC DESCRIPT	DEBT SERVICE TION	ESTIMATED REVENUE	CURRENT REVENUE MARCH 2012	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3322 CO & I 3412 DIST J 3431 INTERE	LANEOUS FEDERAL DIRECT DS WITHHELD-SBE/COBI BOND INTEREST/SINKING TAXES SST ON INVESTMENTS PERS-CAPITAL PROJECTS FD	1,523,138.00 600,337.50 4,718,896.00 5,000.00 11,442,211.19	0.00 0.00 88,644.26 24.00 34,064.76	761,569.00 0.00 4,229,142.87 444.99 4,200,272.10	761,569.00 600,337.50 489,753.13 4,555.01 7,241,939.09	50 0 90 9 37
	t	18,289,582.69	122,733.02	9,191,428.96	9,098,153.73	50

		SCHOOL DISTRIC	T OF INDIAN RIVER COUNT	Y		
FZ172	2 F510 INDIAN RIVER-005-2012	REVEN	UE STATUS SUMMARY	ATKINSC	05/24/2012 16:44	PAGE- 3
		М	ARCH 31, 2012			
				YTD		
FND	- 300 CAPITAL FUND	ESTIMATED	CURRENT REVENUE	REVENUE	UNCOLLECTED	PERCENT
FUNC	DESCRIPTION	REVENUE	MARCH 2012	COLLECTED	REVENUE	COLLECTED
=====						
3321	CO & DS DISTRIBUTED	68,705.00	0.00	68,705.00	0.00	100
3396	Class Size Reduction/Cap.Outly	16,899.00	0.00	16,899.00	0.00	100
3397	CHARTER SCHOOL CAPITAL OUTLAY	871,022.00	0.00	871,022.00	0.00	100
3399	OTHER MISCELLANEOUS STATE REVE	30,000.00	0.00	30,000.00	0.00	100
3413	DIST LOCAL CAPITAL IMPROVE TAX	20,223,839.00	4,921.70	20,276,576.64	52,737.64-	100
3431	INTEREST ON INVESTMENTS	102,164.75	15,416.80	139,605.12	37,440.37-	137
3496	Impact Fees	0.00	55,569.00	298,296.92	298,296.92-	0
	*	21,312,629.75	75,907.50	21,701,104.68	388,474.93-	102

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FZ172	F510 INDIAN RIVER-005-2012	REVENU	OF INDIAN RIVER COUNTY E STATUS SUMMARY RCH 31, 2012		05/24/2012 16:44	PAGE- 4
FND	- 400 SPECIAL REVENUE	ESTIMATED	CURRENT REVENUE	YTD REVENUE	UNCOLLECTED	PERCENT
	DESCRIPTION	REVENUE	MARCH 2012	COLLECTED	REVENUE	COLLECTED

3201	VOCATIONAL EDUCATION ACTS	161,393.00	11,805.59	91,552.09	69,840.91	57
3214	ARRA Race to the Top	983,412.75	25,778.27	707,157.13	276,255.62	72
3215	Education Jobs Fund	54,310.00	0.00	0.00	54,310.00	0
3226	Math & Science Partnerships II	759,991.06	51,356,76	308,672.68	451,318.38	41
3230	EDUCATION FOR THE HANDICAPPED	3,763,010.49	324,009.91	2,131,838.06	1,631,172.43	57
3240	ECIA, CHAPTER 1	4,766,776.00	327,458.49	2,223,231.03	2,543,544.97	47
3251	ADULT BASIC EDUCATION	341,904.65	27,710,72	206,202.84	135,701.81	60
3261	SCHOOL LUNCH REIMBURSEMENT	4,173,455.53	384,030.08	3,097,413.19	1,076,042.34	74
3262	SCHOOL BREAKFAST REIMBURSEMENT	1,135,843.96	112,696.41	908,931.36	226,912.60	80
3263	AFTER SCHOOL SNACKS-FED REIMB	171,332.94	20,038.92	138,703.04	32,629.90	81
3265	USDA DONATED COMMODITIES	264,000.00	23,584.64	63,367.07	200,632.93	24
3267	SUMMER FEEDING PROGRAM	228,000.00	0.00	131,113.21	96,886.79	58
3268	FRESH FRUIT AND VEGETABLE PRG	109,150.00	0.00	59,971.54	49,178.46	55
3290	OTHER FEDERAL THROUGH STATE	434,304.16	37,956,68	222,682,78	211,621.38	51
3293	EMERGENCY IMMIGRANT EDUC, PROG	210,740.27	13,807,18	89,783,49	120,956.78	43
3337	SCHOOL BREAKFAST SUPPLEMENT	52,733.00	0.00	39,550,00	13,183.00	75
3338	SCHOOL LUNCH SUPPLEMENT	63,746.00	0.00	47,812.00	15,934.00	75
3390	MISCELLANEOUS STATE REVENUE	909.00	0.00	0.00	909.00	0
3431	INTEREST ON INVESTMENTS	0.00	0.00	211.02	211.02-	0
3451	STUDENT LUNCHES	1,267,374,91	95,798.50	798,070,89	469.304.02	63
3452	STUDENT BREAKFASTS	107,537.15	6,591,35	56,404.05	51,133.10	52
3453	ADULT BREAKFASTS/LUNCHES	166,500.00	6,929,25	52,783,25	113,716.75	32
3454	STUDENT A LA CARTE	509,200.00	99,830.93	772,460.31	263,260.31-	152
3456	MEALS ON WHEELS-OTH FOOD SALES	332,250.00	31,993.72-	170,885.34	161,364.66	51
3457	CATERING AND OTHER FOOD SALES	74,000.00	1,484,64	17,265.43	56,734.57	23
3495	OTHER MISC LOCAL SOURCES	0.00	0.00	4,340.12	4,340.12-	0
	*	20,131,874.87	1,538,874.60	12,340,401.92	7,791,472.95	61

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FZ172	F510 INDIAN RIVER-005-2012	REVENU	OF INDIAN RIVER COUNT E STATUS SUMMARY RCH 31, 2012	ATKINSC	05/24/2012 16:44	PAGE- 5
FND	- 700 INTERNAL SERVICE FUN	ESTIMATED	CURRENT REVENUE	YTD REVENUE	UNCOLLECTED	PERCENT
FUNC	DESCRIPTION	REVENUE	MARCH 2012	COLLECTED	REVENUE	COLLECTED
			=======================================			
3199	MISCELLANEOUS FEDERAL DIRECT	200,000.00	0.00	10,281.64-	210,281.64	5
3431	INTEREST ON INVESTMENTS	25,000.00	1,663.89	14,274.16	10,725.84	57
3481	CHARGES FOR SERVICES-PROP FUND	50,537.38	0.00	25,029.45	25,507.93	50
3483	PREMIUM REVENUE-VISION INS	85,000.00	6,581,23	69,009,58	15,990.42	81
3484	PREMIUM REVENUE-HEALTH INS	15,914,334.00	1,000,200.04	11,490,306.27	4,424,027.73	72
3485	PREMIUM REVENUE-DENTAL	1,200,000.00	94,063.23	1,034,712.77	165,287.23	86
3486	PREMIUM REVENUE-LIFE INSURANCE	550,000.00	38,318.12	437,441.61	112,558.39	80
3487	PREMIUM REVENUE-DISABILITY INS	300,000.00	24,062.46	236,300.43	63,699.57	79
3488	CONTRIBUTIONS-FLEXIBLE SPENDIN	300,000.00	20,611.80	220,419.89	79,580.11	73
3742	REINSURANCE RECOVERY	0.00	0.00	75,984.50	75,984.50-	0
	•	18,624,871.38	1,185,500.77	13,593,197.02	5,031,674.36	73

FZ172	F510 INDIAN RIVER-005-2012	REVEN	T OF INDIAN RIVER COUNTY JE STATUS SUMMARY ARCH 31, 2012	ATKINSC	05/24/2012 16:44	PAGE- 6
FND FUNC	- 900 ENTERPRISE FUNDS DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE MARCH 2012	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431 3473	INTEREST ON INVESTMENTS SCHOOL AGE CHILD CARE FEES	1,000.00 761,712.50	0.00 54,454.77	72.67 579,039.55	927.33 182,672.95	7 76
	*	762,712.50	54,454.77	579,112.22	183,600.28	76

FZ172 F510 INDIAN RIVER-005-2012	REVEN	COF INDIAN RIVER COU NE STATUS SUMMARY NCH 31, 2012	NTY ATKINSC	05/24/2012 16:44	PAGE- 7
FND - FUNC DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE MARCH 2012	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
REQUEST 005 TOTAL	200,189,229.65	7,350,406.49	160,777,864.11	39,411,365.54	80

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ACCOUNT TITLE	ACCT	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE APPROPRIATIO		82777482 87	E13433E6 46	11600107 18	14196078.47	360 53	4317152.71	228976.53	1190552.00	.00
EXPENDITUR			32427319.20		10499216.50	360.53		132127.14	1025578.89	.00
ENCUMBRANC	Έ	574681.56	.00	.00	387491.69	.00	169441.90	15172.97	2575.00	.00
BALANC	E	28454092.07	18814937.25	4372647.18	3309370.28	.00	1713062.83	81676.42	162398.11	.00
PUPIL PERSONNEL SER	6100									
APPROPRIATIO	N	3432853.10	2710177.54	649476.77	23172.88	4654.08	22079.48	4316.60	18975.75	.00
EXPENDITUR	_		1754360.44		13649.57	4076.30	11700.56	4279.00	17879.58	.00
ENCUMBRANC	'Е 	13088.73	3952.00	.00		.00	996.06	.00	.00.	.00
BALANC	E	1197456,07	951865.10	233113.92	1382.64	577.78	9382.86	37.60	1096.17	.00
INST MEDIA SERVICES	6200									
APPROPRIATIO			1383457.21		3474.69	.00	14444.44	96369.86	36248.31	.00
EXPENDITUR		1181228.87	875726.82		1635.91	.00	7776.80	57733.88	25055.75	.00
ENCUMBRANC	E 	12532.63	.00	.00	1838.35	.00	2330.92	8363.36	.00	.00
BALANC	Е	694561.41	507730.39	141028.69	.43	.00	4336.72	30272.62	11192.56	.00
INST & CURR DEV	6300									
APPROPRIATIO			3038434.31		28692.97	.00	2890.00	50.00	20669.00	.00
EXPENDITUR ENCUMBRANC		1905744.67 3820.31	1543375.63		13297.81 3810.35	.00	1972.03 9.96	.00 .00	20453.00	.00 .00
BNCOMBRANC.	<u>م</u>			.00	3810.35		J.JB			
BALANC	Е	1845580,37	1495058.68	337762.87	11584.81	.00	908.01	50.00	216.00	.00
INST STAFF TRAINING	6400									
APPROPRIATIO		1081007.52	801355.15		53057.83	.00	19411.33	920.00	24482.04	.00
EXPENDITUR: ENCUMBRANC		673661.15 6126.50	516559.60 .00		26483.93 2641.39	.00	4730.53 3485.11	.00 .00	19243.66	.00 .00
ENCOMBRANC.	E 	6126.50	.00		2041.39		3485.11	.00		
BALANC	Ξ	401219.87	284795.55	75137.74	23932.51	.00	11195.69	920.00	5238.38	.00
INSTR RELATED TECH										
APPROPRIATIO		751376.75	501936.60		103867.36	4000.00	3441.21	2515.00	.00	.00
EXPENDITUR: ENCUMBRANC		564228.62 8220.85	369569.86 .00	91431.22 .00	94467.37 8220.85	3802.71	2442.46 .00	2515.00	.00	.00 .00
		8220.85								
BALANC	E	178927.28	132366.74	44185.36	1179.14	197.29	998.75	.00	.00	.00
BOARD OF EDUCATION										
APPROPRIATIO		1014346.66	192108.40	442214.86	318072.57	.00	2044.00	.00	59906.83	.00
EXPENDITUR		577369.99	144020.33	178415.11	236076.69	.00	257.77 .00	.00 .00	18600.09	.00 .00
ENCUMBRANC	۵ 	73320.22	.00	.00	73320.22	.00. 	.00		.00	
BALANC	Е	363656.45	48088.07	263799.75	8675.66	.00	1786.23	.00	41306.74	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY Services 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER Expense 700	ALL OTHER OBJECTS
GEN ADMINISTRATION	7200									
APPROPRIATIO		383327.57	272398.50	69069.18	20727.74	.00	4500.00	1500,00	15132.15	.00
EXPENDITU	RE	275551.73	204517.22	46657.42	7622.80	.00	2959.53	1451.76	12343.00	.00
ENCUMBRANC		3856.99	.00			.00	72.35	.00	1182.00	.00
BALANC	CR .	103918.85	67881.28	22411.76	10502.30	.00	1468.12	48.24	1607.15	.00
SCH ADMINISTRATION	7300									
APPROPRIATIO	ON	7105136.10	5589694.85	1359413.97	61285.44	750.00	40600.79	38562.00	14829.05	.00
EXPENDITU	RE	5147007.30	4120035.18	915959.88	36714.41	555.23	26680.03	32159.19	14903.38	.00
ENCUMBRAN	CE	23716.33	.00	.00	15605.32	.00	2598.20	5512.81	.00	.00
BALANC	CE .	1934412.47	1469659.67	443454.09	8965.71	194.77	11322.56	890.00	74.33-	.00
FAC ACQ & CONST	7400									
APPROPRIATIO	N	621799.49	416257.00	91827.57	94532.29	2774.93	3822.70	11825.00	760.00	.00
EXPENDITUR	RE	492376.08	326994.35	68105.87	89231.31	2576.62	2132.93	2725.00	610.00	.00
ENCUMBRANC		3446.51	.00	.00	2884.18	.00	562.33	.00	.00	.00
BALAN		125976.90	89262.65	23721.70		198.31	1127.44	9100.00	150.00	.00
FISCAL SERVICES	7500	1000000 00						260.22	30590 00	
APPROPRIATIO EXPENDITUR		4072776.86 831827.86	726437.82 597553.50	1/398/.12	3148353.60 92370.73	.00	5060.00 2851.65	368.32 130.00	18570.00 9828.53	.00
ENCUMBRAN		26600.91	.00	.00		.00	2851.65	.00	.00	.00 .00
BALANC	CE	3214348.09	128884.32	44893.67	3029381.96	.00	2208.35	238.32	8741.47	.00
FOOD SERVICE	7600									
APPROPRIATIO	ON	26996.18	25203.65	1792.53	.00	.00	.00	.00	.00	.00
EXPENDITU		26996.18	25203.65	1792.53	.00	.00	.00	.00	.00	.00
ENCUMBRANC		.00	.00				.00	.00	.00	.00
BALAN	 Ce	.00	.00		.00	.00		.00	.00	.00
COMPAN OPPUTODO	7700									
CENTRAL SERVICES APPROPRIATIO	7700	1079551 50	1233039.11	285332.95	351657.39	11230.50	69291.64	3650.00	24350.00	.00
EXPENDITUR		1417162.19	974754.69			9296.14	34671.43	2312.97	20095.58	.00
ENCUMBRANC		65263.07	.00	.00	57206.34	71.50	5258.71	792.10	1934.42	.00
BALANO	ΞE	496126.33	258284.42	80455.26	123297.36	1862.86	29361.50	544.93	2320.00	.00
TRANSPORTATION SER	7800									
APPROPRIATIO		5115096.65	2746757.19	893449.52	286397.17	886801.45	126103.35	1866.65	173721.32	.00
EXPENDITUR	æ		1752105.36	550188.70	242724.74	604060.90		360.84	127762.52	. 00
ENCUMBRANC	E	77152.93	.00	.00	15155.86	49337.13	11389.40	.00	1270.54	.00

ACCOUNT TITLE	ACCI		SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
OPERATION SERVICES	7900)								
APPROPRIATI		12101308.57	2840466.83	851871.29	2869864.20	5067709.71	374434.83	8540.11	88421.60	.00
- EXPENDITU	RE	9281499.00	2565110.18	731511.27	2196660.12	3446930.00	252601.67	1015.16	87670.60	.00
ENCUMBRAN	ICE	120695.15	.00		44903.19	598.51	75193.45	.00	.00	.00
BALAN	ICE	2699114.42	275356.65		628300.89	1620181.20	46639.71	7524.95	751.00	.00
MAINTENANCE SERVIC	E 8100)								
APPRÓPRIATI	ON	782812.46	177487.12		296953.95	78615.00	189067.78	7696.67	1318.50	.00
EXPENDITU			1391102.39			64532.98	119385.23	4223.67	- 00	.00
ENCUMBRAN	ICE	122970.43	.00		62967.83	1028.17	56653.98	2320.45	.00	.00
BALAN	CE		- 1213615.27			13053.85	13028.57	1152.55	1318.50	.00
ADMIN TECH SERVICE	5 8200	1								
APPROPRIATI		1772979.52	978612.62		534500.02	.00	21162.86	12723.75	373.00	.00
EXPENDITU		1495788.41	800608.97		492826.30	.00	19236.82	9660.92	.00	.00
ENCUMBRAN	CE	20751.66	.00		19722.66	.00	.00	1029.00	.00	.00
BALAN	CE	256439.45	178003.65		21951.06	.00	1926.04	2033.83	373.00	.00
COMMUNITY SERVICES	9100)								
APPROPRIATI		1222.35	485.23		200.00	.00	500.00	.00	.00	.00
EXPENDITU		1131.25	485.23		108.90	.00	500.00	.00	.00	.00
ENCUMBRAN		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALAN	CE	91.10	.00	.00	91.10	.00	.00	.00	.00	.00
*SUB TOTAL										
APPROPRIATI		128662543.50					5216007.12		1688309.55	.00
EXPENDITU				11719500.12		4136191.41	3021534.32	250694.53	1400024.58	.00
ENCUMBRAN	св	1156244.78	3952.00	.00	733112.45	51035.31	327992.37	33190.69	6961.96	.00
BALAN	CE	42163847.06	24483210.98	6294495.87	7232672.02	1869669.48	1866480.43	135995.27	281323.01	.00
DEBT SERVICES	9200)								
APPROPRIATI		118722.00	.00		.00	.00	.00	.00	118722.00	.00
EXPENDITU		.00	.00		.00	.00	.00	.00	- 00	.00
ENCUMBRAN	CE	.00	.00		.00	.00	.00	.00	.00	.00
BALAN	CE	118722.00	.00		.00	.00	.00	.00	118722.00	.00
*SUB TOTAL										
APPROPRIATI	ON	118722.00	.00	.00	.00	.00	.00	.00	118722.00	.00
EXPENDITU		.00	.00		.00	.00	.00	.00	.00	. 00
ENCUMBRAN	CE	.00	.00	.00	.00	.00	.00	.00	.00	.00
BALAN	CE	118722.00	.00	.00	.00	.00	.00	.00	118722.00	.00

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ACCOUNT TITLE	ACCT CODE		SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
GRAND TOTAL FOR FUNI	D									
APPROPRIATION	N	128781265.50	74876565.58	18013995.99	22390888.57	6056896.20	5216007.12	419880.49	1807031.55	.00
EXPENDITUR	E	85342451.66	50389402.60	11719500.12	14425104.10	4136191.41	3021534.32	250694.53	1400024.58	.00
ENCUMBRANCI	E	1156244,78	3952.00	.00	733112.45	51035.31	327992.37	33190.69	6961.96	.00
BALANCI	Е	42282569.06	24483210.98	6294495.87	7232672.02	1869669.48	1866480.43	135995.27	400045.01	.00

PAGE: 4

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * * SUMMARY REPORT MARCH 31, 2012

ACCOUNT TITLE	ACCT CODE		SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
DEBT SERVICES	9200									
APPROPRIATI	ON	18697936.69	.00	.00	.00	.00	.00	.00	18697936.69	.00
EXPENDITU	JRE	8581414.14	.00	.00	.00	.00	.00	.00	8581414.14	.00
ENCUMBRAN	ICE	.00	.00	.00	.00	.00	.00	.00	.00	.00
BALAN	ICE	10116522.55	.00	.00	.00	.00	.00	.00	10116522.55	.00
*SUB TOTAL										
APPROPRIATI	ION	18697936.69	.00	.00	.00	.00	.00	.00	18697936.69	.00
EXPENDITU	JRE	8581414.14	.00	.00	.00	.00	.00	.00	8581414.14	.00
ENCUMBRAN	ICE	.00	.00	- 00	.00	.00	.00	.00	.00	.00
BALAN	ICE	10116522.55	.00	.00	.00	.00	.00	.00	10116522.55	.00
GRAND TOTAL FOR FU	IND									
APPROPRIATI	ON	18697936.69	.00	.00	.00	.00	.00	.00	18697936.69	.00
EXPENDITU	IRE	8581414.14	.00	.00	.00	.00	.00	.00	8581414.14	.00
ENCUMBRAN	ICE	.00	.00	.00	.00	.00	.00	.00	.00	.00
BALAN	ICE	10116522.55	.00	.00	.00	.00	.00	.00	10116522.55	.00

PAGE: 5

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FUND: 3 CAPITAL OUTLAY - 300

ALL EMPLOYEE PURCHASED CAPITAL OTHER OTHER ENERGY MATERIALS ACCT TOTAL SALARTES BENEFITS SERVICES SERVICES SUPPLIES OUTLAY EXPENSE OBJECTS ACCOUNT TITLE CODE 700 100 200 300 400 500 600 -----_____ ----_____ _____ -----..... FAC ACO & CONST 7400 APPROPRIATION 75690156,77 .00 .00 .00 .00 .00 75690156.77 .00 .00 EXPENDITIE .00 .00 22326626.55 .00 22326626.55 .00 .00 . 00 . 00 ENCUMBRANCE .00 .00 19580314.91 . 00 . 00 .00 19580314.91 .00 . 00 _____ _ _ _ _ _ _ _ _ _ _ _ _ ____ _ _ _ _ _ _ _ _ _ _ _ _ -----_ _ _ _ _ _ _ _ _ _ _ .00 BALANCE 33783215.31 .00 .00 .00 .00 .00 33783215.31 .00 *SUB TOTAL .00 .00
 75690156.77
 .00

 22326626.55
 .00

 19580314.91
 .00
 APPROPRIATION .00 .00 .00 75690156.77 .00 .00 - D D EXPENDITURE .00 .00 22326626.55 . 00 . 00 ENCUMBRANCE 19580314.91 .00 .00 .00 .00 .00 19580314.91 .00 ----------____ -------_____ ----BALANCE 33783215,31 .00 33783215.31 .00 .00 .00 .00 .00 .00 DEBT SERVICES 9200 31416.82 .00 .00 .00 .00 .00 APPROPRIATION 31416.82 .00 .00 .00 .00 .00 .00 .00 EXPENDITURE .00 .00 .00 .00 . 00 . 00 ENCUMBRANCE .00 .00 . 00 .00 .00 .00 . 00 _____ ----------_____ --------_ _ _ _ _ _ _ _ _ _ _ _ _____ .00 BALANCE .00 . 00 31416.82 .00 .00 .00 .00 31416.82 9700 - 9790 12313233.19 .00 4845530.54 .00 .00 .00 APPROPRIATION .00 .00 .00 .00 .00 .00 2313233.19 .00 .00 .00 4845530.54 .00 .00 .00 . 00 EXPENDITURE .00 .00 ENCUMBRANCE .00 .00 .00 .00 ----- ------------------------------------7467702.65 . 00 .00 .00 7467702.65 BALANCE . 00 . 00 .00 .00 *SUB TOTAL APPROPRIATION 12344650.01 .00 31416.82 2313233.19 .00 . 00 .00 .00 .00 .00 4845530.54 .00 .00 EXPENDITURE 4845530.54 .00 .00 .00 .00 .00 .00 .00 .00 ENCUMBRANCE .00 .00 .00 .00 .00 .00 ----- -----------------. ----7499119.47 .00 31416.82 7467702.65 BALANCE .00 .00 .00 .00 .00 GRAND TOTAL FOR FUND .00 .00 APPROPRIATION 88034806.78 .00 .00 .00 .00 75690156.77 31416.82 2313233.19 EXPENDITURE 27172157.09 .00 22326626.55 .00 4845530.54 .00 .00 .00 19580314.91 .00 ENCUMBRANCE .00 .00 19580314.91 .00 .00 .00 .00 -----_ _ _ _ _ ---------...... -------. BALANCE .00 33783215.31 41282334.78 .00 .00 .00 .00 31416.82 7467702.65

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVIC										
APPROPRIATI EXPENDITU		5589458.56 2944109.46	3390418.04 1812635.50	979767.59 477977.39	519636.18 274053.40	.00	336639.60 95052.14	275206.52 207614.86	87790.63 76776.17	.00
ENCUMBRAN		57254.00	1812835.50	477977.39	44439.71	.00	8877.93	2642.86	1293.50	.00
BALAN	IÇE	2588095.10	1577782.54	501790.20	201143.07	.00	232709.53	64948.80	9720.96	.00
PUPIL PERSONNEL SE										
APPROPRIATI		953224.83	719679.06	171106.90	23396.85	.00	39042.02	.00	-00	.00
EXPENDITU		536744.75	421295.06	95140.76	1925.87	.00	18383.06	.00	.00	.00
ENCUMBRAN	ICB	830.29	.00	.00	802.79	.00	27.50	.00	.00	.00
BALAN	ICE	415649.79	298384.00	75966.14	20668.19	.00	20631.46	.00	.00	.00
INST MEDIA SERVICE	S 6200		•							
APPROPRIATI	ON	.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITU	RE	.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRAN	IÇE	.00	.00	.00	.00	.00	.00	.00	.00	.00
BALAN	ICE	.00	.00	.00	.00	.00	. 00	.00	.00	.00
INST & CURR DEV	6300									
APPROPRIATI	ON	1557150.30	1205837.99	305255.00	30167.31	.00	5000.00	9890.00	1000.00	.00
EXPENDITU		841731.15	686478.85	143218.26	7301.70	.00	4628.17	104.17	-00	.00
ENCUMBRAN	CE	10101.01	.00	.00	10101.01	.00	.00	.00	.00	.00
BALAN	ICE	705318,14	519359.14	162036.74	12764.60	.00	371.83	9785.83	1000.00	.00
INST STAFF TRAININ	IG 6400									
APPROPRIATI	ON	1416921.27	518266.61	103528.67	544483.72	.00	57981.52	4069.00	188591.75	.00
EXPENDITU	RE	621589.24	328282.91	67595.11	173185.10	.00	8618.45	.00	43907.67	.00
ENCUMBRAN	ICE	17960.05	.00	.00	11368.05	.00	172.00	.00	6420.00	.00
BALAN	CE	777371.98	189983.70	35933.56	359930.57	.00	49191.07	4069.00	138264.08	.00
INSTR RELATED TECH	6500									
APPROPRIATI		561719.00	.00	.00	83000.00	.00	.00	478719.00	.00	.00
EXPENDITU	RE	557071.66	.00	.00	83000.00	.00	.00	474071.66	.00	.00
ENCUMBRAN	CE	.00	.00	.00.	.00	.00	.00	.00	.00	.00
BALAN	CE	4647.34	.00	.00	.00	.00	.00	4647.34	.00	.00
GEN ADMINISTRATION	7200									
APPROPRIATI		395327.86	.00	.00	· .00	.00	.00	.00	395327.86	.00
EXPENDITU	RE	212791.40	.00	.00	.00	.00	.00	.00	212791.40	.00
ENCUMBRAN	CE	.00	.00	.00	.00	.00	.00	.00	.00	.00
BALAN	CE	182536.46	.00	.00	.00	.00	.00	.00	182536.46	.00

FUND: 4 SPECIAL REVENUE - 400

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * * SUMMARY REPORT MARCH 31, 2012

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
SCH ADMINISTRATION	7300									
APPROPRIATI		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITU	JRE	.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRAN	ICE	.00	.00	.00	.00	.00	.00	.00	.00	.00
BALAN	ICE	.00	.00	.00	.00	.00	.00	.00	.00	.00
FISCAL SERVICES	7500									
APPROPRIATI		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITU		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRAN	ICE	.00	.00	.00.	.00	.00	.00	.00	.00	.00
BALAN	ICE	.00	.00	.00	.00	.00	.00	.00	.00	.00
FOOD SERVICE	7600									
APPROPRIATI		8661764.13	2600877.91	941978.73	166574.76	340959.13	3910356.88	227020.39	473996.33	.00
EXPENDITU		5759336.83	1666735.04	587046.26	80740.15	217945.61	2676672.33	184330.00	345867.44	.00
ENCUMBRAN		564663.34	.00	.00	23343.20	11093.99	494351.75	35874.40	-00	.00
BALAN	ICE	2337763,96	934142.87	354932.47	62491.41	111919.53	739332.80	6815.99	128128.89	.00
CENTRAL SERVICES	7700									
APPROPRIATI	-	89702.14	.00	.00	89702.14	.00	.00	.00	.00	.00
EXPENDITU ENCUMBRAN		18525.00 30500.00	.00 .00	.00	18525.00 30500.00	.00	.00 .00	.00	.00 .00	.00 .00
ENCOMBRAN				.00	30500.00				.00	
BALAN	ICE	40677.14	.00	.00	40677.14	.00	.00	.00	.00	.00
TRANSPORTATION SER	7800									
APPROPRIATI	ON	567396.06	7500.00	1204.06	.00	.00	.00	.00	558692.00	.00
EXPENDITU		79560.05	1713.45	230.53	.00	.00	.00	.00	77616.07	.00
ENCUMBRAN		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALAN	ICE	487836.01	5786.55	973.53	.00	.00	.00	.00	481075.93	.00
ADMIN TECH SERVICE	S 8200									
APPROPRIATI		7500.00	.00	.00	7500.00	.00	.00	.00	.00	.00
EXPENDITU		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRAN	CE	.00	.00	.00	.00	.00	.00	.00	.00	.00
BALAN	CE	7500.00	.00	.00	7500.00	.00	.00	.00	.00	.00
COMMUNITY SERVICES	9100									
APPROPRIATI		337442.36	238044.06	45780.97	40772.91	.00	11324.42	.00	1520.00	.00
EXPENDITU		168997.39	140974.69	21619.08	500.00	.00	4783.62	.00	1120.00	.00
ENCUMBRAN	CE	1250,74	.00	.00	650.00	.00	280.74	.00	320.00	.00
BALAN	CE	167194.23	97069.37	24161.89	39622.91	.00	6260.06	.00	80.00	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
*SUB TOTAL										
APPROPRI	IATION	20137606.51	8680623.67	2548621.92	1505233.87	340959.13	4360344.44	994904.91	1706918.57	.00
EXPENI	DITURE	11740456.93	5058115.50	1392827.39	639231.22	217945.61	2808137.77	866120.69	758078.75	.00
ENCUME	BRANCE	682559.43	.00	.00	121204.76	11093.99	503709.92	38517.26	8033.50	.00
								• • • • • •		
BF	ALANCE	7714590.15	3622508.17	1155794.53	744797.89	111919.53	1048496.75	90266.96	940806.32	.00
GRAND TOTAL FOR	R FUND									
APPROPRI	IATION	20137606.51	8680623.67	2548621.92	1505233.87	340959.13	4360344.44	994904.91	1706918.57	.00
EXPENI	DITURE	11740456.93	5058115.50	1392827.39	639231.22	217945.61	2808137.77	866120.69	758078.75	.00
ENCUME	BRANCE	682559.43	.00	.00	121204.76	11093.99	503709.92	38517.26	8033.50	.00
BA	ALANCE	7714590.15	3622508.17	1155794.53	744797.89	111919.53	1048496.75	90266.96	940806.32	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FISCAL SERVICES	7500									
APPROPRIATIC		76800.00	60298.00	16502.00	.00	.00	.00	.00	.00	.00
EXPENDITUR		55118.65	45223.56	9895.09	.00	.00	.00	.00		.00
ENCUMBRANC	Е	.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANC	:= :E	21681.35	15074.44	6606.91	.00	.00	.00	.00	.00	.00
CENTRAL SERVICES	7700									
APPROPRIATIC)N	18690922,94	.00	2637000.00	1560838.68	.00	8500.00	.00	14484584.26	.00
EXPENDITUR	E	11541291.43	.00	1807803.39	1118298.76	.00	701.74	.00	8614487.54	.00
ENCUMBRANC	E	7517.37	.00	.00	6587.06	.00	930.31	.00	.00	.00
BALANC	:Е	7142114.14	.00	829196.61	435952.86	.00	6867.95	.00	5870096.72	.00
*SUB TOTAL										
APPROPRIATIO	N	18767722.94	60298.00	2653502.00	1560838.68	.00	8500.00	.00	14484584.26	.00
EXPENDITUR	E	11596410.08	45223.56	1817698.48	1118298.76	.00	701.74	.00	8614487.54	.00
ENCUMBRANC	E	7517.37	.00	.00	6587.06	.00	930.31	.00	.00	.00
BALANC	:Е	7163795.49	15074.44	835803.52	435952.86	. 00	6867.95	.00	5870096.72	.00
GRAND TOTAL FOR FUN	D									
APPROPRIATIO	N	18767722.94	60298.00	2653502.00	1560838.68	.00	8500.00	.00	14484584.26	.00
EXPENDITUR	Ε	11596410.08	45223.56	1817698.48	1118298.76	.00	701.74	.00	8614487.54	.00
ENCUMBRANC	Έ	7517.37	.00	.00	6587.06	.00	930.31	.00	.00	.00
BALANC	E	7163795.49	15074.44	835803.52	435952.86	.00	6867.95	.00	5870096.72	.00

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FUND: 9 ENTERPRISE FUNDS - 900

ALL EMPLOYEE PURCHASED ENERGY MATERIALS CAPTTAL. OTHER OTHER ACCT TOTAL. BENEFITS SERVICES SERVICES OUTTLAY EXPENSE OBJECTS SALARTES SUPPLIES ACCOUNT TITLE CODE 200 300 500 600 700 100 400 _____ -----_ _ _ _ _ _ _ _ _ _ _____ _ _ _ _ _ _ _ _ _ _ _ ADMIN TECH SERVICES 8200 APPROPRIATION .00 .00 .00 .00 . 00 .00 .00 .00 .00 123,45 EXPENDITURE 568.29 444.84 .00 .00 .00 .00 .00 .00 ENCUMBRANCE .00 . 0.0 . 00 . 00 . 00 . 00 . 00 . 00 . 00 ------. _ _ _ _ _ _ _ _ _ _ _ _ ____ ----____ _____ _ _ _ _ _ _ _ _ _ _ _ 568.29-. 00 BALANCE 444.84-123.45-.00 .00 .00 .00 .00 COMMUNITY SERVICES 9100 726645.40 .00 35000.00 95.00. .00 APPROPRIATION 489483.43 103941.97 48865.00 49260.00 EXPENDITURE 458235.19 343181.76 54875.19 21893.71 . 00 37334.09 915.44 35.00 .00 ENCUMBRANCE 9337.40 .00 .00 4280.94 .00 4518.56 537.90 .00 .00 _____ -----------------------------------........ _ _ _ _ _ BALANCE 259072 B1 146301.67 49066.78 22690.35 . 0.0 7407.35 33546.66 60.00 .00 *SUB TOTAL APPROPRIATION 726645.40 103943.97 35000.00 95.00 489483.43 48865.00 .00 49260.00 . 00 458803.48 EXPENDITURE 343626.60 54998.64 21893.71 .00 37334.09 915.44 35.00 .00 .00 9337.40 .00 .00 ENCUMBRANCE 4280.94 4518.56 537.90 . 00 .00 ----- --------------------........ --------------_ _ _ _ _ 258504.52 145856.83 BALANCE 48943.33 22690.35 .00 7407.35 33546.66 60.00 .00 GRAND TOTAL FOR FUND APPROPRIATION 726645,40 489483.43 103941.97 48865.00 .00 49260.00 35000.00 95.00 .00 458803.48 . 00 EXPENDITURE 343626.60 54998.64 21893.71 37334.09 915.44 35.00 . 00 ENCUMBRANCE 9337.40 .00 .00 4280.94 .00 4518.56 537.90 .00 .00 ---------------------------------_____ -----------BALANCE 48943.33 22690.35 258504.52 145856.83 .00 7407.35 33546.66 60.00 - 00

* * * END OF IRBD410 REPORT * * *

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FND -	300 CAPITAL PROJECTS		PRD-00 BEGIN	NING	PRD-09 MARCH	2012
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
в	TRANSFERS	12,344,650.01	0.00	0.00	4,845,530.54	7,499,119.47
B 001	Safety to Health	1,822,226.17	0.00	425,618.58	957,440.08	439,167.51
B 002	ADA COMPLIANCE	44,842.34	0.00	3,509.99	1,865.05	39,467.30
B 003	ENVIRONMENTAL COMPLIANCE	132,460.72	0.00	25,829.49	28,032.14	78,599.09
B 004	AIR CONDITIONING	3,063,505.04	0.00	879,326.27	1,828,233.26	355,945.51
B 005	ROOFING	445,528.62	0.00	10,049.20	15,124.93	420,354.49
B 007	WALKWAYS AND SIDEWALKS	0.00	0.00	0.00	0.00	0.00
B 008	ELECTRICAL	356,432.03	1,708.57	84,296.38	179,577.42	90,849.66
B 009	SITE IMPROVEMENTS	469,149.25	0.00	96,902.52	199,201.33	173,045.40
B 010	BUILDING RENOVATIONS	329,249.65	0.00	147,633.91	176,471.16	5,144.58
B 011	NEEDS ASSESSMENT GUARANTEED	45,211.34	0.00	23,815.76	17,471.10	3,924.48
B 012	TECHNOLOGY	2,071,322.56	17,841.89	79,306.13	415,026.77	1,559,147.77
B 013	MOTOR VEHICLES	1,537,252.44	0.00	1,432,823.92	46,539.67	57,888.85
B 015	PORTABLE RENOVATION	7,411.28	0.00	0.00	1,895.00	5,516.28
B 016	Plumbing & Water Projects	88,880.56	0.00	5,643.53	14,327.22	68,909.81
B 017	NEEDS ASSESSMENT COMPETITIVE	1,109.40	0.00	0.00	1,109.40	0.00
B 018	PAVING	8,704.48	0.00	823.24	2,037.09	5,844.15
B 020	Condition Assessments of Schls	270,453.50	0.00	4,408.29	266,045.21	0.00
B 021	TECHNOLOGY TRANS, VIDEO/COMMUN.	122,434.73	0.00	43,703.85	6,361.00	72,369.88
B 023	Painting Services	50,000.00	0.00	0.00	0.00	50,000.00
B 024	MISC EQUIPMENT	359,502.15	0.00	7,842.00	29,929.68	321,730.47
B 029	SEBASTIAN RIVER HIGH Addition	8,496,624.51	0.00	4,393,811.98	3,757,464.42	345,348.11
B 032	Drainage	0.00	0.00	0.00	0.00	0.00
B 032 B 033	WINDOWS & DOORS	237,165.93	0.00	112,230.74	5,602.11	119,333.08
B 034	CUSTODIAL/GROUNDS EQUIPMENT	134,949.88	0.00	35,993.69	94,486.39	4,469.80
		159,868.06	0.00	42,944.71	33,576.67	83,346.68
B 036	CONSULTING / LEGAL FEES		0.00	42,944.71	2,082.00	558.63
B 039	UPS Replacement Districtwide	2,640.63				167,565.52
B 044	GYM/BAND/PE	194,833.96	0.00	0.00	27,268.44	
B 048	Portable Leasing & FF & E	2,619,627.23	0.00	274,024.22	718,617.55	1,626,985.46
B 050	DODGERTOWN CAFETERIA RENOVATIO	375,502.59	0.00	366,993.70	8,508.89	0.00
B 052	Land Purchases	783,185.00	0.00	0.00	0.00	783,185.00
B 053	Renovate FLC at VBHS	0.00	0.00	0.00	0.00	0.00
B 054	VBHS Remodeling & Renovations	850,610.84	0.00	132,109.63	7,566.48	710,934.73
B 058	Green Classroom at Storm Grove	0.00	0.00	0.00	0.00	0.00
B 059	Wabasso Cafeteria Renovation	0.00	0.00	0.00	0.00	0.00
B 060	SRMS Music Wing Addition	0.00	0.00	0.00	0.00	0.00
B 062	County Office Transition	0.00	0.00	0.00	0.00	0.00
B 066	North County Bus Parking Fac.	0.00	0.00	0.00	0.00	0.00
B 067	Storm Grove Middle School	1,587,099.98	0.00	853,273.67	33,011.59	700,814.72
B 068	Beachland Expansion	468,055.81	0.00	3,055.81	0.00	465,000.00
B 069	Upgrade TV Production Studio	22,911.38	0.00	22,911.38	0.00	0.00
B 100	Other District Projects	608,725.05	0.00	0.00	0.00	608,725.05
B 401	Maintenance (Buyback)	3,451,452.00	0.00	7,500.00	37,500.00	3,406,452.00
B 403	Support Services Complex	5,727,146.20	4,238.70	650,728.13	3,437,634.09	1,634,545.28
B 404	Fellsmere Cafe Expan & Class A	9,010,853.07	0.00	10,607.91	123,769.27	8,876,475.89
B 405	Traffic Improvement Projects	670,643.38	0.00	0.00	665,031.70	5,611.68
B 406	Osceola Magnet Replacement	6,500,000.00	0.00	595,127.50	19,022.50	5,885,850.00
B 407	Vero Beach El Replacement	19,183,500.11	11,101.49	8,718,660.13	9,037,843.39	1,415,895.10
B 408	Energy Management Projects	81,797.25	0.00	42,200.00	22,800.00	16,797.25
B 408	Charter Capital Outlay 1011.71	432,287.11	0.00	0.00	93,867.25	338,419.86
B 409 B 411	Renovate Thompson for Osceola	2,865,000.54	1,525.00	46,608.65	14,286.30	2,802,580.59
-+ + T	VORMAGE THOMPSON FOR OBCCOTA	A,000,000.04	-,040,00	,	,	

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FZ725 F510 INDIAN RIVER-091-2012	BUDGET STATUS SUN BUDGET AND EXPENDITURE REPORT		ATKINSC 05/24/2012	16:47 PAGE- 2
FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING	PRD-09 MARCH	2012
TY PRJ	BUDGET	COMMITTED ENCUM	BERED EXPENDED	AVAILABLE
*	88,034,806.78	36,415.65 19,580,3	14.91 27,172,157.09	41,245,919.13

BUDGET STATUS SUMMARY SPECIAL REVENUE GRANTS

FND	-420 S	PECIAL REVENUE - OTHER - 420		PRD-00 E	BEGINNING	PRD-09	MARCH 20	12
TY PRJ	Ţ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
в 101	l Title I	Part C Migrant 2010/11	2631.36	0.00	0.00	2631.36	0.00	. 00
B 102	2 Title I	Part C Migrant 2011/12	101017.00	0.00	310.18	19599.80	81107.02	80.29
B 105	5 Title I	Part A Basic 2010-2011	32911.13	0.00	0.00	32911.13	0.00	.00
в 106	5 Title I	Part A Basic 2011-2012	3530127.00	550.14	26296.86	1715916.69	1787363.31	50.63
в 111	1 Title II	FY11 Teacher Training	36156.06	0.00	0.00	721.51	35434.55	98.00
в 112	2 Title II	FY12 Teacher Training	723835.00	0.00	5462.23	307951.17	410421.60	56.70
В 117	7 Title I	Part A NCLB Choice/SES	2011,75	0.00	0.00	2011.75	0.00	.00
B 118	3 Title I	Part A NCLB Choice/SES	695545.00	0.00	43583.60	192084.09	459877.31	66.12
B 120) Title I	AYP Correct Action 12	66272.00	0.00	3000.00	16826.20	46445.80	70.08
B 134	1 Title I	School Imp Init FY12	212045.00	0.00	0.00	117034.25	95010.75	44.81
B 135	5 Title I	School Imp Init FY 11	43403.77	0.00	0.00	43403.77	0.00	.00
B 151	l Title II	I Part A Eng Lang 2011	40.88-	0.00	0.00	40.88-	0.00	.00
B 152	2 Title II	I Part A Eng Lang 2012	210781.15	0.00	164.55	89824.37	120792.23	57.31
B 179	9 21st Cen	tury Com Lg Cent 10/11	43.66-	0.00	0.00	43.66-	0.00	.00
B 180) 21st Cen	tury Com Lgnr Cntr 12	428342.00	0.00	1807.56	216720.62	209813.82	48.98
B 200) IDEA Par	t B Pre K 2011-2012	100021.00	0.00	0.00	56373.67	43647.33	43.64
в 206	5 IDEA Par	t B 2011-2012	3662989.49	0.00	2155.86	2075464.39	1585369.24	43.28
B 302	2 Adult Ed	ucation FY 11/12	206605.00	6060.00	220.33	107740.51	92584.16	44.81
в 306	5 Adult Ed	Career Pathway FY12	79397.65	0.00	1343.32	43971.18	34083.15	42.93
B 310		kins Sec Voc Ed FY12	161393.00	319.99	1485.64	91552.09	68035.28	42.16
в 316		kins Post Sec IRSC 12	55902.00	0.00	1565.96	54491.15	155.11-	.28-
	•		10351301.82	6930.13	87396.09	5187145.16	5069830.44	48.98

FB156 F510 INDIAN RIVER-093-2012	BUDGET STAT			ATKINSC 05/2	24/2012 16:47	PAGE- 3
FND - 434 Special Rev Race To The Top		PRD-00	BEGINNING	PRD-09	MARCH 20	12
TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B 434 Race To The Top 2010 - 2014 B 436 RTTT Local Inst. Impr. Systems	877692.14 105720.61	0.00 0.00	30500.00 0.00	619517.43 87639.70	227674.71 18080.91	25.94 17.10
*	983412.75	0.00	30500.00	707157.13	245755.62	24.99

FB156 F510 INDIAN RIVER-093-2012	BUDGET STATU SPECIAL REVI			ATKINSC 05/3	24/2012 16:47	PAGE- 4	
FND - 435 Special Revenue Education Jobs		PRD-00 E	BEGINNING	PRD-09	MARCH 20	12	
TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM	
B 435 Education Jobs Fund	54310.00	0.00	0.00	0.00	54310.00	100.00	
*	54310.00	0.00	0.00	0.00	54310.00	100.00	

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
REQUEST 093 TOTAL	11475842.38	6930.13	117896.09	5981120.10	5369896.06	46.79

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