

Indian River County District School Board
Business Meeting Agenda
September 25, 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. Education Foundation Grants Recognition to Teachers at Sebastian River High School and Treasure Coast Elementary School – Mrs. Falardeau**
- VI. CITIZEN INPUT
- VII. CONSENT AGENDA
 - A. Approval of Minutes – Dr. Adams**
 - 1. 2012-2013 Capital Outlay Workshop held 9/11/2012
 - 2. Round Table Discussion held 9/11/2012
 - 3. Special Board Meeting held 9/11/2012
 - 4. Regular Business Meeting held 9/11/2012Superintendent recommends approval.
 - B. Approval of Personnel Recommendations – Ms. Roberts**

Attached is a list of personnel recommendations, which includes personnel additions, terminations, and/or changes. Superintendent recommends approval.
 - C. Approval of Out-of-Field Teachers Report – Ms. Roberts**

Approval is recommended for the attached Out-of-Field Teachers Report for the first semester. The Report includes teachers who are out-of-field for course work, not Highly Qualified, or who are out-of-field or out-of-compliance for ESOL. It is required that the Report be approved by the School Board prior to the FTE Survey period in October. A copy of the Report will be available prior to the meeting. Superintendent recommends approval.

D. Approval of Donation – Mr. Morrison

Vero Beach High School received a donation of a 2005 Hyundai Elantra, valued at \$9,000 from Route 60 Hyundai. The donation is to be used as an incentive for the Positive Behavior Support Program at Vero Beach High School. It is anticipated that the title will be transferred to the student who earned it through the Positive Support Program. Superintendent recommends approval.

E. Approval of 2012-2013 Contract between East Coast Technical Assistance Center (ECTAC), Seminole County School Board, and the School Board of Indian River County – Mrs. D’Albora

The purpose of the East Coast Technical Assistance Center (ECTAC) is to assist in closing the academic achievement gap in Florida by providing technical assistance to member School Districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA). ECTAC provides educational consultation services that assist local School Districts and high poverty schools in their efforts to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education. The School District of Indian River County has been an ECTAC member District since 1999. The contract renewal fee is \$8,000 and Title I Part A funds are designated for ECTAC services. The contract will be in effect through June 30, 2013. Superintendent recommends approval.

F. Approval of an Additional 2012-2013 State-Approved Supplemental Education Services (SES) Provider Contract – Mrs. D’Albora

Supplemental Education Services are offered to eligible students to provide tutoring by state-approved independent contractors. Fourteen (14) SES Provider contracts were Board approved on 8/28/12. HigherSchool Publishing Company was added to the state-approved SES provider list after the 8/28/12 Board meeting. Federal TITLE I funds are set aside for this purpose at all Title I Schools. Anticipated allocation of federal funds is \$254,998.13, with no cost to the District. The TITLE I schools for the 2012-2013 school are: Citrus Elementary, Dodgertown Elementary, Fellsmere Elementary, Glendale Elementary, Highlands Elementary, Pelican Island Elementary, St. Peter’s Academy Charter, and Vero Beach Elementary. Superintendent recommends approval.

G. Approval of Renewal of Contract with Expeditionary Learning and Glendale Elementary School for the 2012-13 School Year – Mrs. D’Albora

This renewal contract outlines the agreement between Glendale Elementary and Expeditionary Learning for the 2012-2013 school year. It includes onsite training, offsite professional development activities, and instructional materials/curriculum aligned with Common Core and state standards; and an Expeditionary Learning Network membership. The scope of services will cost \$44,000. Federal Title I funds are set aside for this expenditure. Superintendent recommends approval.

VIII. ACTION AGENDA

A. Approval of Membership Renewal in Greater Florida Consortium of School Boards – Chairman Pegler

Attached is an invoice for the Consortium Membership dues in the amount of \$3,000 for the 2012-2013 school year. Membership provides professional representation of Consortium Member Districts in Tallahassee on mutual legislative issues. The annual dues have not increased since 2003-2004 school year. Superintendent recommends approval.

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

Second reading: On September 11, 2012, the District School Board discussed the revisions and requested to move forward with the adoption process. The purpose of the revisions is to eliminate outdated language and to specify that the policy applies to all property owned, leased, or occupied by the School System. The Public Hearing will be held during the regular Business meeting on November 13, 2012. Superintendent recommends approval.

C. Approval to Extend Contract for Medical Plan Administrative Service with Blue Cross Blue Shield of Florida – Ms. Roberts

An agreement between the District and Blue Cross Blue Shield of Florida concerning Medical Plan Administrative Services took effect on July 1, 2010. Blue Cross Blue Shield of Florida has agreed to extend the current administrative agreement through December 30, 2015, and hold the administrative fee of \$50.50 per contract per month. They have also agreed to provide \$225,000.00 in wellness contributions to the District through 10/1/13. Superintendent recommends approval.

D. Approval of Five-Year Capital Improvement Program for the 2013-2017 Fiscal Years – Mr. Morrison

Approval is recommended for the Five-Year Capital Improvement Program for the fiscal years 2013-2017. This is the final version of the Program that was reviewed at the Board Workshop held on September 11, 2012. Included in the packet for approval is the Capital Project Revenues and Other Financing Sources Projections for the Fiscal Years 2013-2017, the Summary of the Capital Improvement Program for Fiscal Years 2013-2017, along with the detailed Project Pages. Superintendent recommends approval.

E. Approval of 2012-2013 Five-Year District Facilities Work Plan – Mr. Morrison

Approval is recommended for the 2012-2013 Five-Year District Facilities Work Plan for the School District of Indian River County. The financial information contained in the Work Plan is based on the fiscal years 2013-2017 District's Five-Year Capital Improvement Program (as detailed in the previous agenda item). In addition, the Work Plan contains information from the Florida Inventory of School Houses (FISH), the Facilities Plant Survey, and the Florida Department of Education Cohort Projections, with the information from these sources being effective as of July 1, 2012. The 2012-2013 Five-Year District Facilities Work Plan is a requirement of Department of Education and is due on October 1, 2012, as per State Requirements for Educational Facilities (SREF) Section 2.1. Superintendent recommends approval.

F. Approval of Release of Final Payment to Summit Construction Management for the Support Service Complex Project (2010-03) – Mr. Morrison

Approval is recommended for the release of final payment in the amount of \$445,050.30 to Summit Construction Management for the completion of the Support Services Complex Project (#2010-03). On July 27, 2010, the Board approved the Guaranteed Maximum Price (GMP) for this project in the amount of \$10,732,061.00; with the final construction cost for this project totaling \$10,700,135.86. The unused portion of the GMP, in the amount of \$31,925.14, 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 that is held until project completion. Superintendent recommends approval.

G. Approval of Utility Easement to Indian River County for Establishment of a Storm Water Reuse Treatment & Pumping system – Mr. Morrison

Approval is recommended for the attached assignment of an Easement to Indian River County located on the northeast corner of the intersection of 66th Avenue and 57th Street on School Board property as per the attached sketch and description in “Exhibit B”. This easement is necessary for the construction and operation of a Storm Water Reclamation Facility for the purpose of pumping water out of the Lateral A Canal and treatment of water by passing it through a series of filters. The water will then be treated with chlorine, enabling the water to be used as reuse water for irrigation purposes at golf courses and subdivisions. This project will, therefore, reduce the quantity of storm water and pollutants (both nitrogen and phosphorus) from discharging to the lagoon. Replacement of fresh groundwater supplies with reuse also impedes salt water intrusion into the County’s fresh groundwater resources. Proposed landscaping is depicted on “Exhibit C” of the attachment. Superintendent recommends approval.

IX. SUPERINTENDENT’S REPORT

X. DISCUSSION
No discussion items

XI. SCHOOL BOARD MEMBER MATTERS – Chairman Pegler

XII. INFORMATION AGENDA
A. Monthly Facilities Report – Mr. Morrison

XIII. SUPERINTENDENT’S CLOSING

XIV. ADJOURNMENT – Chairman Pegler

<p>Anyone who needs a special accommodation for this meeting/workshop may contact the School District’s American Disabilities Act Coordinator, at 564-3060 (TTY 564-8507) at least 48 hours in advance of meeting. NOTE: Changes and amendments to the agenda can occur 72 hours prior to the meeting. All business meetings will be held in the Teacher Education Center (TEC) located in the J.A. Thompson Administrative Offices at 1990 25th Street, Vero Beach, unless otherwise specified. Meetings may broadcast live on Comcast Ch. 28. The agenda can be accessed by Internet at http://www.indianriverschools.org.</p>
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The Indian River County District School Board met on Tuesday, September 11, 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.

2012-2013 Capital Outlay Budget Workshop

Mrs. Disney-Brombach was not present.

I. Called Workshop to Order – Chairman Pegler

II. Purpose of the Workshop – Dr. Adams

Dr. Adams said that the purpose of this workshop was to present projects that they believed were extremely important to include in this year's budget. Thankfully, the District had the dollars for the maintenance projects that would be presented by Mr. Morrison.

III. Presentation – Mr. Morrison

Mr. Morrison introduced John Earman, Director of Maintenance; Scott Sanders, Director of Facilities; and Pete Copeman, Code Compliance and Fire Safety Inspector. He reviewed the handouts. Mr. Morrison said that they would present the Capital Budget, projects to bring forward, update on QSB funds, charter school capital outlay, QSCB funds update, and questions from the Board.

Mr. Morrison stated that the 2012-2013 Capital Budget was amended since the Board Workshop in June 2012 and the July 24 First Public Hearing. Mr. Morrison said that they would show today a shift in focus away from building to repairing existing facilities and infrastructure. He explained the available funds that were a result of higher than expected taxes received by the County. Mr. Morrison reviewed the Capital Projects Fund Budget for Fiscal year 2012-2013, Analysis of Ending Fund Balance, listing all budgeted and new projects. The first column depicted the projects reserved as of June 30, 2012, totaling \$32,967,884. The newly proposed projects depicted in the second column totaled \$14,917,908 for a total projects budget of \$47,885,792. Mr. Morrison reviewed the transfer of \$4,100,136 to the General Fund and \$11,441,511 transfer to Debt Service; and the estimated restricted fund balance of \$10,001,271 for a total Capital Projects Budget for 2012/2013 in the amount of \$63,427,439. He said that instead of five major projects there were seven major projects.

Review New Project Recommendations:

Mr. Sanders, Mr. Earman, and Mr. Copeman reviewed the following projects:

- Sebastian River Middle School lock room rehabilitation and upgrades
- Vero Beach High School Fire Doors

- Sebastian River Middle School interior remodel
- Vero Beach High School Citrus Bowl field rehabilitation
- Vero Beach High School, Freshman Learning Center's soccer and lacrosse field rehabilitation
- Performance Art Allocation – Musical Instruments

Mrs. Disney-Brombach was present.

- Oslo Middle School rehabilitation and thermal energy storage
- Gifford Middle School Kalwall (skylight) replacement
- District Garbage Truck replacement
- Citrus and Highlands HVAC mechanical room rehabilitation
- Sebastian River Middle School thermal energy storage
- Floor replacements – District wide
- Vero Beach High School, Performing Arts Building, Freshman Learning Center HVAC rehabilitation
- Sebastian River High School lighting retrofit
- J.A. Thompson TEC, Gifford Middle School, and Vero Beach High School HVAC chillers
- J.A. Thompson, Information Technology Data Center HVAC replacement

A representative from Florida Power and Light spoke to the Board regarding available rebates and replacement/upgrade program.

Other Projects - not funded but planned for the future

Mr. Morrison reviewed a list of planned projects for future consideration.

Mr. Morrison, in summary, stated that all projects would be done without borrowing. He stated his conversation with Mr. Ford, Tallahassee, and gave an update on the QSCB funds.

Charter School Capital Outlay

Mr. Morrison reviewed the funding for Charter Schools' Capital Outlay.

- IV. Questions – Chairman Pegler
Board Members gave suggestions and asked questions. There was a discussion about the status of the Energy Committee and behavior changes.
- V. ADJOURNMENT – Chairman Pegler

With no further discussion, the workshop adjourned at approximately 10:55 a.m.

The Indian River County District School Board met on Tuesday, September 11, 2012, at 1:00 p.m. The discussion was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Jeff Pegler, Vice Chairman Carol Johnson, and Board Members: Matthew McCain, Karen Disney-Brombach, and Claudia Jiménez. Dr. Frances J. Adams, Superintendent of Schools, and School Board Attorney Suzanne D'Agresta were also present.

Round Table Discussion

- I. Chairman Pegler opened the discussion session.
- II. Items Placed on Agenda by Board Members – Chairman Pegler
 - A. Mrs. Disney-Brombach**

Mrs. Disney-Brombach announced that she could not attend the Special and Business meetings because she was meeting with Governor Scott as Vice President of the Florida School Boards Association. This was part of the Governor's learning forum to discuss education issues.
 - B. Ms. Jiménez**
 1. Ms. Jiménez requested an update on Osceola Magnet School improvements. Mr. Morrison presented two handouts. One was in reference to the new kitchen facility. The other handout was in reference to parking. Mr. Sanders addressed the Board's questions on parking, traffic, security, construction safety, play area shading, and funding. The estimated completion date for construction was April 2013.
 2. Ms. Jiménez talked about the need to communicate with teachers and decision makers regarding benchmark testing changes.
 - C. Mr. McCain**

No items
 - D. Chairman Pegler**
 1. Vacancy on Indian River County's Metropolitan Planning Organization Citizen Advisory Council for Transportation Planning, Volunteer. Mr. McCain spoke highly of Ryan Wilson for this position.
 2. Charter School Capital
Chairman Pegler stated that the Charter School funding for Capital projects was addressed at the morning workshop. Mr. Morrison said that he would put information on the website regarding the information from the Capital Workshop held at 9 a.m. on this date.
 3. Waiver Policy
Dr. Adams explained how out-of-zone waivers were handled for Vero Beach Elementary School, in an effort to be fair and equitable.
 4. Thursday Workshop Times – not addressed

E. Mrs. Johnson

1. Scheduling of Executive Sessions for IRCEA and CWA negotiations.
2. Mrs. Johnson talked about the upcoming flu season, how long parents should keep their children home, and hand washing.

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

A. Ten-Day Student Count

Dr. Adams distributed a copy of the 10-Day Student Count and talked about class sizes.

B. Class Size Amendments

(Dr. Adams discussed this under item A above.)

C. Utility Easement for County at 58th and 66th Avenue

Mr. Sanders reviewed the easement requested by the County that included language for discontinuation of use. Mrs. D'Agresta said that the risk management issues had been addressed.

D. Old Osceola Building Demolition

Mr. Morrison spoke to a slight change in language to address the Department of Education's approval that was required to demolish buildings that were not previously approved by the State. He reviewed the cost of the demolition and the Land Use and Acquisition's input.

E. Board Policy 6.141 Student Participation in Interscholastic, Extracurricular Student Activities

Dr. Adams presented a working "draft" for the Board to consider.

IV. Board Committee Reports – Chairman Pegler

Mrs. Disney-Brombach requested a workshop to discuss a draft resolution in regard to Amendment 8 and to discuss all of the Constitutional Amendments on November's Ballot. Board agreed to meet on September 18.

Mrs. Disney-Brombach reported on high-stakes testing and a recommendation to consolidate the tests, with a credible tool.

Board Members discussed the placement of items on the Board Calendar, public input forms and announcement.

V. ADJOURNMENT – Chairman Pegler

With no further items, the discussion adjourned at approximately 2:57 p.m.

The Indian River County District School Board met on Tuesday, September 11, 2012, at 5:00 p.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 and Claudia Jiménez. Dr. Frances J. Adams, Superintendent of Schools, and School Board Attorney Suzanne D'Agresta were also present. Board Member, Karen Disney-Brombach, was not present.

Special Meeting

- I. Called Special Meeting to Order - Chairman Pegler
- II. Purpose of the Meeting – Dr. Adams
Dr. Adams stated that the purpose of tonight's meeting was two-fold. The first part of the meeting was to approve the final 2012-2013 budget amendments contained within Consent A. These included: Internal Service-Employee Benefit Insurance Trust, Debt Service, Food Service, General Fund, Capital Fund, Special Revenue, Extended Day Enterprise Fund, and Management Training Institute. These amendments were based on the final results of operations and activities in those various funds. In addition, the Board had in front of them for approval the Superintendent's Annual Financial Report and the Cost Report for fiscal year that ended on June 30, 2012, contained within Consent B. In addition, the Board also had in front of them a categorical flex Resolution #2013-02 contained within the Action Agenda. The second part of the meeting was for the Board to adopt millage rates and a budget for the 2012/2013 fiscal year after receiving public input. TRIM (Truth In Millage) advertisements were placed according to specifications of law. TRIM required that the first issue discussed at the public hearing would be the proposed millage rates for the fiscal year. By law, the budget was required to be adopted after the adoption of the millage and after public input on the budget. Dr. Adams informed Chairman Pegler that after the Consent Agenda was approved, she would ask Mr. Morrison to review the proposed 2012/2013 millage and budget, followed by input from the public. The Board would then adopt appropriate motions with roll call votes.
- III. Consent Agenda – Chairman Pegler
Mrs. Johnson moved approval of the Consent Agenda. Mr. McCain seconded the motion and it carried unanimously, with a 4-0 vote.
 - A. Approval of Budget Amendments – Mr. Morrison**

The Superintendent recommended approval for the following Budget Amendments for the fiscal year ending June 30, 2012:
Amendment #1 – Enterprise Fund – Extended Day Program
Amendment #2 – Food Service
Amendment #1 – Insurance Fund
Amendment #2 – Debt Service
Amendment #3 – Capital Fund

Amendment #3 – Special Revenue – Other

Amendment #6 – General Fund

Amendment #1 – Management Training Institute

Explanation of the amendments accompanied the Budget Amendments. The Budget Amendments were available prior to the meeting. Superintendent recommended approval.

B. Approval of Annual Financial and Cost Reports for 2011-2012 – Mr. Morrison

The Superintendent recommended approval of Form ESE 145-Annual Financial Report, Form ESE 348-Report of Financial Data, and the Annual Cost Report submission to the Commissioner of Education for the fiscal year ending June 30, 2012. These reports were available at the time of the meeting. Superintendent recommended approval.

IV. Action Agenda – Chairman

A. Approval of Resolution #2013-02 to Exercise Flexibility Authority over Categorical Funds Pursuant to Florida Statute 1011.62(6)(b) – Mr. Morrison

During the fiscal 2012/13 Special Legislative Session, the Legislature amended Florida Statute 1011.62(6)(b) to grant to School Districts the authority to exercise flexibility to expend funds allocated to the School District from the State of Florida Education Finance Program (FEFP) in the areas of Student Transportation, Safe Schools, Supplemental Academic Instruction, Research Based Reading Instruction, and Instructional Materials. The purpose of this Resolution was to exercise flexibility over Safe Schools and Instructional Materials funding for a total amount of \$828,346.56. Superintendent recommended approval.

Mrs. Johnson moved approval of Resolution #2013-02. Ms. Jiménez seconded the motion.

Chairman Pegler called for a roll call vote as follows:

Carol Johnson aye

Ms. Jiménez aye

Mr. McCain aye

Chairman Pegler aye

The roll call vote was unanimous in favor of the motion, with a 4-0 vote.

V. Public Hearing – Chairman Pegler

A. Discussion of Rollback Rate and Proposed Millage Rates – Mr. Morrison

Mr. Morrison asked the Board if they had their handouts. He explained the different types of millages.

Operating	2012-2013
Required Local Effort	5.425
Discretionary	0.748
Discretionary Critical Needs - Operating	0.250
Capital Projects	1.500
Debt Service	0.390
Total Millage	8.313

Rollback Rate vs. Proposed Millage	2012-2013
Required Local Effort	5.425
Discretionary	0.748
Discretionary Critical Needs - Operating	0.250
Capital Projects	1.500
Total Millage	7.923

Notes: The 2012-2013 proposed millage was 3.86% lower than the rollback rate. By law, the rollback rate calculation excluded Debt Service millage.

Residential Home Tax Scenarios

A residential home, assuming no increase or loss in value, assessed at \$200,000, with a \$25,000 Homestead, would pay \$1,454.78 that equated to \$12.08 increase from last year or (.084%). The second scenario would be for a \$200,000 assessed valued residence, assuming a 3.77% decrease in assessed value to \$192,460, with a \$25,000 Homestead, that would equate to \$1,392.09 in school taxes for a decrease of \$50.61 or (3.5%). Mr. Morrison stated that the public should be aware that their individual tax bill would be based on the Assessment received from the Indian River County Tax Collector's Office.

B. Public Input on Millage Rates – Chairman Pegler

Chairman Pegler announced that it was time to open the public hearing on the millage rates.

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.

E. Public Input on Proposed Budget – Chairman Pegler

Chairman Pegler announced that it was time to open the public hearing on the Budget.

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.

F. Motion for Adoption of 2012-2013 Budget by Resolution #2013-04 – Chairman Pegler

Superintendent recommended approval of 2012-2013 School District of Indian River County's Budget for adoption. Mr. Morrison read Resolution #2013-04 in its entirety for the record. Mr. McCain moved approval of 2012-2013 Beginning Budget totaling \$274,841,113 by Resolution #2013-04. Ms. Jiménez seconded the motion.

Chairman Pegler called for a roll call vote as follows:

Carol Johnson	aye
Ms. Jiménez	aye
Mr. McCain	aye
Chairman Pegler	aye

The roll call vote was unanimous in favor of the motion, with a 4-0 vote.

VI. Closing Comments – Dr. Adams

Dr. Adams thanked Mr. Morrison and his staff for their hard work.

VII. Adjournment – Chairman Pegler

With no further business, the meeting adjourned at approximately 5:29 p.m.

The Indian River County District School Board met on Tuesday, September 11, 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 and Claudia Jiménez. Dr. Frances J. Adams, Superintendent of Schools; and School Board Attorney Suzanne D'Agresta were also present. Board Member, Karen Disney-Brombach, was not present.

Business Meeting

- I. Called Meeting to Order – Chairman Pegler
- II. MOMENT OF SILENCE in Honor of the 3,497 People Who Died in the Attack on the Twin Towers, the Capitol, and United Flight #93
- III. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS by Vero Beach High School's Air Force Junior ROTC under the Leadership of Chief Wade E. Dues, Chief Master Sergeant USAF (Ret)
- IV. ADOPTION OF AGENDA
Chairman Pegler called for a motion to adopt the Orders of the Day. Mrs. Johnson moved approval of the Orders of the Day. Mr. McCain seconded the motion and it carried unanimously, with a 4-0 vote.
- V. PRESENTATIONS
No presentations
- VI. CITIZEN INPUT
No requests were received.
- VII. CONSENT AGENDA
Chairman Pegler called for a motion to adopt the Consent Agenda. Mrs. Johnson moved approval of the Consent Agenda. Ms. Jiménez seconded the motion and it carried unanimously, with a 4-0 vote.
 - A. Approval of Minutes – Dr. Adams**
 1. Special School Board Meeting held 8/21/2012
 2. Review of Board Policies Discussion held 8/21/2012
 3. Health Clinic Workshop held 8/28/2012
 4. Regular Business Meeting held 8/28/2012Superintendent recommended approval.
 - B. Approval of Personnel Recommendations – Ms. Roberts**

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

C. Approval of 2012-2013 Master Inservice Plan – Mrs. D’Albora

Pursuant to Sections 1011.22, 1012.98, and 1011.62 of the Florida Statutes and Board of Education Rule 6A-5071, each District shall develop and maintain an inservice education and training program for all employees based on an assessment of training needs in the District and local schools. This year’s plan included five new components. All proposed changes and additional components were attached. A copy of the entire plan was available in Curriculum and Instruction Department. Superintendent recommended approval.

D. Approval of Donations – Mr. Morrison

1. Glendale Elementary School received a donation in the amount of \$3,355 from the Mardy Fish Foundation. The funds would be used for the Century Dreams Step Class afterschool salaries.
2. Liberty Magnet School received a donation in the amount of \$1,325.37, from Autism Awareness. The funds would be used for the ESE/Autistic classes at Liberty Magnet School. Liberty Magnet School received a donation in the amount of \$1,496.65 from the Mardy Fish Foundation. The funds would be used for afterschool enrichment at Liberty Magnet School.
3. Highlands Elementary School received a donation in the amount of \$1,245 from the Mardy Fish Foundation. The funds would be used to provide sporting and cultural art activities for the Highlands Elementary School students attending the Get Out and Play Saturday Fun Days.
4. Rosewood Magnet School received a donation in the amount of \$2,000 from the Rosewood Magnet School PTA. The funds would be utilized to offset the cost of the 5th grade Sea Camp fieldtrip.
5. Pelican Island Elementary School received a donation in the amount of \$1,780 from the Mardy Fish Foundation. The funds would be used to fund the Pelican Island Elementary Music, Drama, and PE afterschool programs.

Superintendent recommended approval.

VIII. ACTION AGENDA

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

The attached list represented property records that were recorded for building materials and improvements for the old Osceola Magnet Campus. All buildings would be demolished as per the terms and conditions of the City of Fort Pierce Bid # 5965, Demolition and Asbestos/Lead Paint Abatement contract. The awarded vendor was L.E.B. Demolition and Consulting Contractors, Inc., to provide these services. Request to have these records, with the exception of the covered hard court, walkway covers, and other miscellaneous items that the District deemed to have salvage value, to be deleted from the Fixed Asset Ledger pursuant to Florida Statutes 274.07. The

District would attempt to directly sell or salvage these items. Superintendent recommended approval.

For the record, the address of the Osceola Magnet School campus was 665 20th Street, Vero Beach, FL 32960. Mr. Morrison explained that this was the first step required in preparation for Action B that was to demolish the buildings. He stated that the SE hard court and other items deemed in the best interest of the School District would be retained. Mr. Morrison further stated that the property was not being declared as surplus. Chairman Pegler called for a motion. Ms. Jiménez moved approval to dispose of surplus property as presented. Mr. McCain seconded the motion and it carried unanimously, with a 4-0 vote.

B. Approval to Demolish the Old Osceola Magnet School Campus – Mr. Morrison

Approval was requested to demolish the buildings at the Old Osceola Magnet School Campus. Ongoing flooding issues and a Castaldi report conducted in 2006 caused the District to look at further options for Osceola Magnet School. On January 24, 2012, the School Board approved the relocation of Osceola Magnet to the former Thompson Lifelong Learning Center. All buildings that were approved by the Florida Department of Education would be demolished as per the terms and conditions of the City of Fort Pierce Bid #5965, Demolition and Asbestos/Lead Paint Abatement contract. The awarded vendor is L.E.B. Demolition and Consulting Contractors, Inc., to provide these services. Superintendent recommended approval.

For the record, the address of the Osceola Magnet School campus was 665 20th Street, Vero Beach, FL 32960. Mr. Morrison stated that the 2006 Castaldi Report gave approval to demolish a number of buildings on the campus but not all of the buildings. The attached color-coded picture denoted the buildings that were included in the Castaldi Report and those that were not included that were located in the back of the property. Mr. Morrison said that at this time the District did not have approval to demolish the remaining buildings. He was told that it would take approximately two weeks to obtain the Department of Education's approval to demolish the remaining buildings. The estimated cost for the demolition of all buildings was \$275,000. The abatement of the asbestos would cost approximately \$50,000 for a total cost of \$325,000.

Mrs. Johnson moved approval to demolish the old Osceola Magnet School Campus buildings. Mr. McCain seconded the motion. Mr. Morrison stated that the District would save approximately \$175,000 by not keeping the remaining buildings. This cost would be required in order to reroute the power to those buildings. There would also be a savings in doing all buildings at one time, rather than the additional cost to bring the company back a

second time. Mr. Morrison stated that the motion would include demolishing all buildings, once the final approval was received from the Department of Education. With no further discussion, the Board voted unanimously in favor of the motion, with a 4-0 vote.

C. Approval of Cafeteria Renovations and Parking Addition at Osceola Magnet, Project 19 - Mr. Morrison

This was Project 19 referencing SDIRC 2009-22 hybrid bid for continuous construction projects. The scope of this project included the demolition of the existing kitchen, the expansion of existing cafeteria and stage area, the construction of a new kitchen area, and the reconstruction of a parking area along the north side as per architectural plans provided by Tercilla Courtemanche Architects. Approval was recommended for the award of the bid and the execution of the Owner/Contractor Construction Agreement between the School District of Indian River County and Proctor Construction for renovations at Osceola Magnet in the bid amount of \$1,523,771. A 10% contingency would be reserved in the amount of \$152,377 and would only be used if directed by the District. The contract amount included all construction costs, with the exception of Architect/Engineering fees. Award was recommended to Proctor Construction as the lowest bidder meeting specifications, terms, and conditions. Superintendent recommended approval.

For the record, the address of the Osceola Magnet School campus was 1110 18th Ave. SW, Vero Beach, FL 32962. Mr. Morrison reviewed the plans and stated that all plans would be placed on the District's website. Mr. McCain moved approval of the cafeteria renovations and parking addition at Osceola Magnet, Project 19. Ms. Jiménez seconded the motion and it carried unanimously, with a 4-0 vote.

D. Approval of Application for Qualified School Construction Bonds (QSCB) Technical Amendment to the Florida Department of Education – Mr. Morrison

Approval was recommended for the application for a Qualified School Construction Bond (QSCB) Technical Amendment to the Florida Department of Education for the utilization of QSCB funds for the construction of a new cafetorium as part of the portable replacement project at Fellsmere Elementary School. In December 2010, the School Board issued approximately \$26.5 million in QSCB bonds. Approximately \$20 million had been allocated to the construction of the new Vero Beach Elementary School, leaving approximately \$6.5 million in escrow. Due to time constraints, whereby these funds must be expended by December 2013, staff recommended utilizing approximately \$3.0 million of the remaining funds in order to assist the District in meeting the impending deadline. The Technical Amendment document attached required the Florida Department of

Education's approval in order to access and allocate these funds to this project. Superintendent recommended approval.

Mr. Morrison spoke to this item. Mrs. Johnson moved approval of the application for Qualified School Construction Bonds (QSCB) Technical Amendment to the Florida Department of Education. Mr. McCain seconded the motion and it carried unanimously, with a 4-0 vote.

E. Approval to Accept Internal Accounts Audit Report for Fiscal Year Ended June 30, 2012 – Mr. Morrison

The Internal Accounts Audit Report for the fiscal year that ended on June 30, 2012, had been completed. In addition, incorporated within the Internal Accounts Audit Report were the Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters as completed by Mayer, Hoffman, McCann P.C. This Report was to be ordered filed as part of the public records of the Board making mention of this fact in the minutes. A copy of the report may be reviewed in the Office of the School Board Secretary at 1990, 25th Street, Vero Beach, Florida, 32960; and on the District website at www.indianriverschools.org. Superintendent recommended approval.

Mr. Morrison stated that there were no individual school findings. The only finding was in regarding to separation of duties that was due to the reduction of staff. Mr. McCain moved approval to accept the Internal Accounts Audit Report for the fiscal year that ended on June 30, 2012. Mrs. Johnson seconded the motion and it carried unanimously, with a 4-0 vote.

F. Approval to Award Term Contract for Mechanical Contractor Services, SDIRC 2012-18 - Mr. Morrison

The Maintenance Department requested that an RFP be promulgated to establish a term contract for the services of mechanical contractors on an as needed basis. The scope of work included maintenance, repairs, sheet metal work, chiller change outs, and chilled water piping. The intent was to award continuous contracts to three or more qualified contractors. When services were required, a quote packet would be provided to all awarded vendors. Each vendor must then provide a sealed quote for that specific project, which would be opened publicly in the Purchasing Department. Final award would be made to the bidder who provided the lowest price for each project. The net annual financial impact, as estimated by our Maintenance Department, was \$3,000,000. Award was recommended to Florida Mechanical, LLC; Grimes Heating and Air Conditioning; Hill York, Mid-State Mechanical Contractors; Precision Air Systems, Inc.; and Thermal Concepts, Inc., as best responsible and responsive bidders meeting specifications, terms, and conditions. Superintendent recommended approval.

Mrs. Johnson moved approval to award term contract for Mechanical Contractor Services, SDIRC 2012-18. Ms. Jiménez seconded the motion and it carried unanimously, with a 4-0 vote.

G. Approval of Appointment to Indian River County's Citizen Advisory Committee, a Sub-committee of the Metropolitan Planning Organization for Transportation – Chairman Pegler

Ryan Wilson was recommended for approval by Mr. McCain for this position. The duty of the volunteer position was to represent the District School Board while reviewing the County's current and future Transportation Plan, with other community volunteers, to ensure that the Plan took into account the safety and welfare of all students. The CAC holds at least four meetings each year. The term of this position would coincide with the Board's organization meeting held annually in November. Superintendent recommended approval.

Ms. Jiménez moved approval of appointment of Ryan Wilson to Indian River County's Citizen Advisory Committee, a sub-committee of the Metropolitan Planning Organization for transportation. Mrs. Johnson seconded the motion and it carried unanimously, with a 4-0 vote.

IX. SUPERINTENDENT'S REPORT

Dr. Adams talked about the celebration held on International Literacy Day on Friday, September 7. She said that all of the City Governments adopted the Resolution in a sign of community support for literacy and to support the School District's goal of 90% of all third grade students reading on grade level by 2018.

Dr. Adams congratulated Facilities and Maintenance for the informative workshop on District-wide capital projects. She also thanked all of the school bookkeepers for having no individualized findings on the Audit Report.

X. DISCUSSION

A. Revisions to School Board Policy 10.04 Smoking in Buildings – Dr. Adams

First reading. Dr. Adams stated that the Board adopted policy changes last spring. She said that the purpose of the revisions was to remove the outdated language and to change the title to "Smoking/Tobacco Products Prohibited". The next step in the adoption process was to place this item on the next business meeting to set the public hearing date. Dr. Adams read the policy.

XI. SCHOOL BOARD MEMBER MATTERS – Chairman Pegler

Ms. Jiménez encouraged parents and local businesses to participate in School Advisory meetings and PTA meetings. She also announced the upcoming workshop on Constitutional Amendments and the importance of being an informed voter.

Chairman Pegler announced that Mrs. Disney-Brombach was not able to attend the meeting this evening because she was having dinner with the Governor, as the Vice President of the Florida School Boards Association, to talk about education issues. Chairman Pegler thanked Dr. Adams and Mrs. D'Albora for sending an email to all Principals regarding the upcoming Jewish holidays.

XII. INFORMATION AGENDA
No information items

XIII. SUPERINTENDENT'S CLOSING
Dr. Adams reminded everyone of early release on Friday, September 14. She said that the release times would be posted on the District's web site. Dr. Adams said that teachers would be in training on that day. Training would be focused on the common core, raising academic standards, and classroom strategies for improved student learning.

XIV. ADJOURNMENT – Chairman Pegler

With no further business, the meeting adjourned at approximately 6:29 p.m.

CONSENT AGENDA 9/25/12

Personnel Recommendations

1. Instructional Changes
Brown, Amy – Rosewood Magnet, from .6 to 1.0 Art Teacher
8/14/12
2. Instructional Leaves
Emerson, Cynthia – Storm Grove Middle, change to 9/12/12-
12/9/12
Falcone, Megan – Fellsmere, ~~10/16/12~~ **9/18/12**-12/16/12
Irish, Deborah – Glendale, 9/6/12-11/28/12
Johnson, Kathleen – Beachland, 9/5/12 – 9/16/12
Reilly, Susan – VBE, 9/10/12-10/21/12
Sindone, Kari – Pelican Island, 9/11/12-2/10/13
Strazzulla, Jennifer – Sebastian Elementary, extend to 9/21/12-
6/7/13
Wolf, Katherine – ESE, 1/21/13-3/22/13
3. Instructional Promotions
**Pitz, Margaret – Beachland, from Teacher Assistant to 2nd
Grade Teacher 9/26/12**
4. Instructional Transfers
Keen, Jeramy – from Fellsmere P.E. Teacher to Treasure Coast
P.E. Teacher 9/18/12
5. Instructional Separations
Arbitelle, Sandra – Pelican Island, resignation 8/31/12
**Loy, Gwenda Lee – Pelican Island, retirement, entering DROP
9/1/12**
McDaniel, Thomas – ESE, resignation 9/19/12
6. Instructional Employment
Ange, Sara – Gifford Middle, Guidance Counselor 9/26/12
Cummings, Christopher – Fellsmere, 3rd Grade Teacher 10/1/12
Dasher, James – VBHS, Reading Teacher 9/26/12
DiMatteo, Emily – Fellsmere, P.E. Teacher 9/26/12
Fraga, Sabrina – Fellsmere, 1st Grade Teacher 9/26/12
Leon, Alfredo – Dodgertown, Music Teacher 9/26/12
Pierson, Leslie- Substitute Teacher 9/26/12
Smaniotto, Alisha – Highlands, Kindergarten Teacher 9/26/12
7. Support Staff Changes
8. Support Staff Leaves
Alcaraz, Zaida – Glendale, extend to 9/11/12-9/23/12
Arneson, Alice – SRMS, 8/20/12-9/9/12
Atkinson, Louise – Oslo Middle, change to 8/13/12-11/5/12
Davenport, Melissa – Storm Grove Middle, 9/5/12-6/6/13
DeLuca, Frank – Liberty Magnet, 9/14/12-9/29/12
Jefferson, Christopher – SRHS, 8/28/12-9/23/12
Pirke, Kathleen – SRHS, 9/26/12-10/31/12

- Shrader, Cindy – Storm Grove, 9/11/12-12/3/12
9. Support Staff Promotions
 Melchiori, Nicholas – from Treasure Coast School Computer Lab
 Assistant to I.T. Educational Technology Specialist 9/17/12
10. Support Staff Transfers
**Mortimer, Lacresha – from Gifford Middle .53 Custodian to
 Oslo Middle 1.0 Custodian 10/1/12**
11. Support Staff Separations
 Primus, Betty – Pelican Island, retirement, entering DROP 9/1/12
**Skinner, Gary – Transportation, retirement, exiting DROP
 9/5/12**
 Streeter-Heppard, Nancy – Fellsmere, resignation 12/21/12
 Woodard, Lois – VBHS, resignation 12/21/12
12. Support Staff Employment
Clarke, Dudley – Substitute Custodian 9/26/12
**Darrisaw, Daniel – Oslo Middle, Teacher Assistant/In School
 Suspension 9/26/12**
 Kreinbring, Demi – Beachland, Extended Day Worker 9/26/12
Nieves, Julio – Fellsmere, Custodian 9/26/12
 Rojas, Jessica – ESE, District Wide School Psychologist 9/26/12
 Saldana, Nancy – Food Service, Accounts Payable Clerk 9/26/12
San Filippo, Vito – Substitute Custodian 9/26/12
13. Administrative Separations
14. Administrative Employment



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

TO: Dr. Fran Adams, Superintendent
School Board Members

FROM: Denise Roberts
Executive Director of Human Resources

Phyllis McIntyre
Certification Analyst

DATE: September 21, 2012

SUBJECT: Out-of-Field Report for Survey 2, October FTE Count 2012-2013

Attached are the *Course* and *ESOL Out-of-Field* reports and the *Not Highly Qualified* report for Survey 2, October FTE count. These reports reflect the teachers who are **projected** to be out-of-field for COURSE, have not met ESOL training requirements, or do not hold highly qualified teacher (HQT) status when the October FTE data is transmitted to the Florida Department of Education. The data reflects student schedules and teacher assignments and status as of Wednesday, September 19, 2012.

State Board Rule 6A-1.0503 requires that the School Board approve these teachers “*to be employed out-of-field in an area for which specific certification is otherwise required*” before the FTE count period. Also, parents must be notified when teachers are out-of-field or if they are not highly qualified.

A couple of teachers are waiting for their Temporary or Professional certificates to be issued by the Florida Department of Education. They may be in-field and highly qualified by the actual FTE *date certain* which is October 12, 2012.

If you have any questions concerning these reports, please contact either of us.

“Educate and inspire every student to be successful”

Karen Disney-Brombach
District 1

• Jeffrey Pegler
District 2

• Matthew McCain
District 3

• Carol Johnson
District 4

• Claudia Jiménez
District 5

“To serve all students with excellence”
Equal Opportunity Educator and Employer

**Projected Teachers Out of Field for Courses
Semester 1 2012-2013**

9/21/2012 5:05 PM

Report Based on TERMS Data as of: 2:01 p.m, 9/19/12

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Facility	Data	Total
ALTERNATIVE CENTER FOR EDU.	Sum of ESOL Teachers Out	0
	Sum of CRSE Teachers Out	1
	Sum of Not Highly Qualified	0
BEACHLAND ELEMENTARY SCHOOL	Sum of ESOL Teachers Out	3
	Sum of CRSE Teachers Out	0
	Sum of Not Highly Qualified	0
CITRUS ELEMENTARY SCHOOL	Sum of ESOL Teachers Out	5
	Sum of CRSE Teachers Out	3
	Sum of Not Highly Qualified	1
DODGERTOWN ELEMENTARY SCHOOL	Sum of ESOL Teachers Out	2
	Sum of CRSE Teachers Out	0
	Sum of Not Highly Qualified	0
FELLSMERE ELEMENTARY SCHOOL	Sum of ESOL Teachers Out	7
	Sum of CRSE Teachers Out	1
	Sum of Not Highly Qualified	0
GIFFORD MIDDLE SCHOOL	Sum of ESOL Teachers Out	7
	Sum of CRSE Teachers Out	3
	Sum of Not Highly Qualified	2
GLENDALE ELEMENTARY SCHOOL	Sum of ESOL Teachers Out	4
	Sum of CRSE Teachers Out	0
	Sum of Not Highly Qualified	0
HIGHLANDS ELEMENTARY SCHOOL	Sum of ESOL Teachers Out	8
	Sum of CRSE Teachers Out	1
	Sum of Not Highly Qualified	1
Imagine Schools at South Vero	Sum of ESOL Teachers Out	2
	Sum of CRSE Teachers Out	7
	Sum of Not Highly Qualified	1
INDIAN RIVER CHARTER HIGH SCHL	Sum of ESOL Teachers Out	14
	Sum of CRSE Teachers Out	3
	Sum of Not Highly Qualified	2
LIBERTY MAGNET SCHOOL	Sum of ESOL Teachers Out	7
	Sum of CRSE Teachers Out	0
	Sum of Not Highly Qualified	0
NORTH COUNTY CHARTER SCHOOL	Sum of ESOL Teachers Out	3
	Sum of CRSE Teachers Out	0
	Sum of Not Highly Qualified	0
OSCEOLA MAGNET SCHOOL	Sum of ESOL Teachers Out	2
	Sum of CRSE Teachers Out	0
	Sum of Not Highly Qualified	1
OSLO MIDDLE SCHOOL	Sum of ESOL Teachers Out	6
	Sum of CRSE Teachers Out	7
	Sum of Not Highly Qualified	4
PELICAN ISLAND ELEMENTARY SCHL	Sum of ESOL Teachers Out	3
	Sum of CRSE Teachers Out	1
	Sum of Not Highly Qualified	1
ROSEWOOD MAGNET SCHOOL	Sum of ESOL Teachers Out	3
	Sum of CRSE Teachers Out	1
	Sum of Not Highly Qualified	1

**Projected Teachers Out of Field for Courses
Semester 1 2012-2013**

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Report Based on TERMS Data as of: 2:01 p.m, 9/19/12

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Facility	Data	Total
SEBASTIAN CHARTER JR HIGH	Sum of ESOL Teachers Out	2
	Sum of CRSE Teachers Out	2
	Sum of Not Highly Qualified	2
SEBASTIAN ELEMENTARY SCHOOL	Sum of ESOL Teachers Out	2
	Sum of CRSE Teachers Out	0
	Sum of Not Highly Qualified	0
SEBASTIAN RIVER HIGH SCHOOL	Sum of ESOL Teachers Out	11
	Sum of CRSE Teachers Out	3
	Sum of Not Highly Qualified	2
SEBASTIAN RIVER MIDDLE SCHOOL	Sum of ESOL Teachers Out	6
	Sum of CRSE Teachers Out	5
	Sum of Not Highly Qualified	1
ST. PETER'S ACADEMY	Sum of ESOL Teachers Out	0
	Sum of CRSE Teachers Out	0
	Sum of Not Highly Qualified	0
STORM GROVE MIDDLE SCHOOL	Sum of ESOL Teachers Out	7
	Sum of CRSE Teachers Out	8
	Sum of Not Highly Qualified	2
TREASURE COAST ELEMENTARY SCHL	Sum of ESOL Teachers Out	6
	Sum of CRSE Teachers Out	0
	Sum of Not Highly Qualified	0
VERO BEACH ELEMENTARY SCHOOL	Sum of ESOL Teachers Out	8
	Sum of CRSE Teachers Out	2
	Sum of Not Highly Qualified	0
VERO BEACH HIGH SCHOOL	Sum of ESOL Teachers Out	15
	Sum of CRSE Teachers Out	2
	Sum of Not Highly Qualified	3
WABASSO SCHOOL	Sum of ESOL Teachers Out	0
	Sum of CRSE Teachers Out	0
	Sum of Not Highly Qualified	0
Total Sum of ESOL Teachers Out		133
Total Sum of CRSE Teachers Out		49
Total Sum of Not Highly Qualified		49

**Projected Teachers Out of Field for Courses
Semester 1 2012-2013**

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Report Based on TERMS Data as of: 2:01 p.m, 9/19/12

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School Name	Last Name	First Name	Course Number	Course Title
ALTERNATIVE CENTER FOR EDU.	KASER	DIANE	2000310	BIO 1
CITRUS ELEMENTARY SCHOOL	CLARK	ARLENE	7755040	ADV ACAD: K-5
CITRUS ELEMENTARY SCHOOL	POPLAR	AMY	7755040	ADV ACAD: K-5
CITRUS ELEMENTARY SCHOOL	RAILTON	TAMMY	7755040	ADV ACAD: K-5
FELLSMERE ELEMENTARY SCHOOL	BEAUDOIN	PATRICIA	5012070	MATH GRADE FIVE
FELLSMERE ELEMENTARY SCHOOL	BEAUDOIN	PATRICIA	5012060	MATH GRADE FOUR
GIFFORD MIDDLE SCHOOL	MARTIN	MICHAEL	2100020	M/J US HIST ADV
GIFFORD MIDDLE SCHOOL	MARTIN	MICHAEL	2100010	M/J US HISTORY
GIFFORD MIDDLE SCHOOL	ROBB	JILL	2106010	M/J CIVICS
GIFFORD MIDDLE SCHOOL	ROBB	JILL	2002070	M/J COMP SCI 2
GIFFORD MIDDLE SCHOOL	ROBB	JILL	2002100	M/J COMP SCI 3
GIFFORD MIDDLE SCHOOL	VANDYKE	HEATHER	1000010	M/J INTENS READ (MC)
HIGHLANDS ELEMENTARY SCHOOL	WALKER	LYNETTE	5012070	MATH GRADE FIVE
HIGHLANDS ELEMENTARY SCHOOL	WALKER	LYNETTE	5012060	MATH GRADE FOUR
HIGHLANDS ELEMENTARY SCHOOL	WALKER	LYNETTE	5012020	MATH GRADE K
HIGHLANDS ELEMENTARY SCHOOL	WALKER	LYNETTE	5012030	MATH GRADE ONE
HIGHLANDS ELEMENTARY SCHOOL	WALKER	LYNETTE	5012050	MATH GRADE THREE
HIGHLANDS ELEMENTARY SCHOOL	WALKER	LYNETTE	5010050	READ E
HIGHLANDS ELEMENTARY SCHOOL	WALKER	LYNETTE	5010090	WRIT E
IMAGINE SCHOOLS AT SOUTH VERO	BARRETT	KRYSTA	2300040	M/J KEYBD
IMAGINE SCHOOLS AT SOUTH VERO	HJALMEBY	HANNA	5012060	MATH GRADE FOUR
IMAGINE SCHOOLS AT SOUTH VERO	MELTON	JENNIFER	0102040	M/J CREATIVE PHOTO 1
IMAGINE SCHOOLS AT SOUTH VERO	SANDERSON	LIBBY	0400000	M/J DRAMA 1
IMAGINE SCHOOLS AT SOUTH VERO	SCHORN	EDWARD	2003600	PRINC TECH 1
IMAGINE SCHOOLS AT SOUTH VERO	THATCHER	MARILYN	1000010	M/J INTENS READ (MC)
IMAGINE SCHOOLS AT SOUTH VERO	VON SAMAN	VICKI	1006000	M/J JOURN 1
INDIAN RIVER CHARTER HIGH SCHL	BEINDORF	ANA	0708340	SPANISH I
INDIAN RIVER CHARTER HIGH SCHL	BEINDORF	ANA	0708350	SPANISH II
INDIAN RIVER CHARTER HIGH SCHL	JONES	PETER	0900300	HUM SURV ARCHITEC
INDIAN RIVER CHARTER HIGH SCHL	JONES	PETER	0900300	HUMANITIES SURVEY
INDIAN RIVER CHARTER HIGH SCHL	TANG	LIMING	0711300	CHINESE 1
INDIAN RIVER CHARTER HIGH SCHL	TANG	LIMING	0711310	CHINESE 2
INDIAN RIVER CHARTER HIGH SCHL	TANG	LIMING	0711320	CHINESE 3
INDIAN RIVER CHARTER HIGH SCHL	TANG	LIMING	0711330	CHINESE 4
INDIAN RIVER CHARTER HIGH SCHL	TANG	LIMING	0104340	DRAW 1
INDIAN RIVER CHARTER HIGH SCHL	TANG	LIMING	0104340	DRAW I
INDIAN RIVER CHARTER HIGH SCHL	TANG	LIMING	0500300	EXEC INTERN I
INDIAN RIVER CHARTER HIGH SCHL	TANG	LIMING	0500310	EXEC INTERN II
OSLO MIDDLE SCHOOL	BUFFUM	EDWARD	2002080	M/J COMP SC ADV
OSLO MIDDLE SCHOOL	BUFFUM	EDWARD	2002070	M/J COMPRE SCI 2
OSLO MIDDLE SCHOOL	DENNINGER	DOUGLAS	1000010	M/J INTENS READ (MC)
OSLO MIDDLE SCHOOL	DENNINGER	DOUGLAS	1008070	M/J READ 3
OSLO MIDDLE SCHOOL	FALVEY	AMY	7855040	ADV ACAD: 6-8
OSLO MIDDLE SCHOOL	FALVEY	AMY	7855040	ADV ACAD: 6-8 LA
OSLO MIDDLE SCHOOL	LIRANZO	ULISES	7863010	U SKLS: 6-8
OSLO MIDDLE SCHOOL	MARTIN	MICHAEL	2200010	M/J IMPACT
OSLO MIDDLE SCHOOL	MARTIN	MICHAEL	0500000	M/J PERS CAR SCH 1
OSLO MIDDLE SCHOOL	MARTIN	MICHAEL	1008040	M/J READ 2
OSLO MIDDLE SCHOOL	MASON	THOMAS	1000010	M/J INTENS READ (MC)
OSLO MIDDLE SCHOOL	REESE	MARSHA	2100010	M/J US HIST

**Projected Teachers Out of Field for Courses
Semester 1 2012-2013**

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School Name	Last Name	First Name	Course Number	Course Title
PELICAN ISLAND ELEMENTARY SCHL	BELLA	NATALIE	5002000	CPTRS TECHNOLOGY
PELICAN ISLAND ELEMENTARY SCHL	BELLA	NATALIE	5012050	MATH GRADE THREE
PELICAN ISLAND ELEMENTARY SCHL	BELLA	NATALIE	5015050	PHYS ED E
PELICAN ISLAND ELEMENTARY SCHL	BELLA	NATALIE	5010050	READ E
PELICAN ISLAND ELEMENTARY SCHL	BELLA	NATALIE	5020040	SCIENCE
PELICAN ISLAND ELEMENTARY SCHL	BELLA	NATALIE	5021050	SOC STUDIES 3
PELICAN ISLAND ELEMENTARY SCHL	BELLA	NATALIE	5010080	SPELLING E
PELICAN ISLAND ELEMENTARY SCHL	BELLA	NATALIE	5010090	WRIT E
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7710012	ACCESS LANG ART - 1
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7710013	ACCESS LANG ART - 2
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7710014	ACCESS LANG ART - 3
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7710015	ACCESS LANG ART - 4
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7710011	ACCESS LANG ART - K
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7712020	ACCESS MATH GRADE 1
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7712030	ACCESS MATH GRADE 2
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7712040	ACCESS MATH GRADE 3
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7712050	ACCESS MATH GRADE 4
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7712015	ACCESS MATH GRADE K
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7720020	ACCESS SCI GRADE 1
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7720030	ACCESS SCI GRADE 2
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7720040	ACCESS SCI GRADE 3
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7720050	ACCESS SCI GRADE 4
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7720015	ACCESS SCI GRADE K
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7721012	ACCESS SOC ST - 1
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7721013	ACCESS SOC ST - 2
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7721014	ACCESS SOC ST - 3
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7721015	ACCESS SOC ST - 4
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7721011	ACCESS SOC ST - K
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	5002000	CPTRS TECHNOLOGY
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	5015020	PHYS ED E
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	5015030	PHYS ED E
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	5015040	PHYS ED E
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	5015050	PHYS ED E
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	5015060	PHYS ED E
SEBASTIAN CHARTER JR HIGH	MONTANARI-D	SUSANNA	0708340	SPANISH I
SEBASTIAN CHARTER JR HIGH	SUTHERLAND	HEIDI	1000010	M/J INTENS READ (MC)
SEBASTIAN CHARTER JR HIGH	SUTHERLAND	HEIDI	1008010	M/J READ 1
SEBASTIAN CHARTER JR HIGH	SUTHERLAND	HEIDI	1008020	M/J READ 1 ADV
SEBASTIAN CHARTER JR HIGH	SUTHERLAND	HEIDI	1008040	M/J READ 2
SEBASTIAN CHARTER JR HIGH	SUTHERLAND	HEIDI	1008050	M/J READ 2 ADV
SEBASTIAN RIVER HIGH SCHOOL	ADAMS	CARRIE	1000410	INTEN READ 10TH
SEBASTIAN RIVER HIGH SCHOOL	HOWDER	CELESTE	1000410	INTEN READ 9TH
SEBASTIAN RIVER HIGH SCHOOL	ROSENTHAL	SUSAN	1000410	INTEN READ 10TH
SEBASTIAN RIVER HIGH SCHOOL	ROSENTHAL	SUSAN	1000410	INTEN READ 9TH
SEBASTIAN RIVER MIDDLE SCHOOL	HAYDEN	MATTHEW	2106010	M/J CIVICS
SEBASTIAN RIVER MIDDLE SCHOOL	HAYDEN	MATTHEW	2100010	M/J US HISTORY
SEBASTIAN RIVER MIDDLE SCHOOL	INGHRAM	JANET	7855040	advanced acad 6-8
SEBASTIAN RIVER MIDDLE SCHOOL	INGHRAM	JANET	7855040	Advanced Acad 6-8
SEBASTIAN RIVER MIDDLE SCHOOL	KINKLE	ETHAN	1303000	M/J CHORUS 1
SEBASTIAN RIVER MIDDLE SCHOOL	KINKLE	ETHAN	1303010	M/J CHORUS 2

**Projected Teachers Out of Field for Courses
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School Name	Last Name	First Name	Course Number	Course Title
SEBASTIAN RIVER MIDDLE SCHOOL	KINKLE	ETHAN	1303020	M/J CHORUS 3
SEBASTIAN RIVER MIDDLE SCHOOL	KINKLE	ETHAN	1301000	M/J GEN MUSIC 1
SEBASTIAN RIVER MIDDLE SCHOOL	KINKLE	ETHAN	1301010	M/J GEN MUSIC 2
SEBASTIAN RIVER MIDDLE SCHOOL	KINKLE	ETHAN	1301020	M/J GEN MUSIC 3
SEBASTIAN RIVER MIDDLE SCHOOL	ROJAS	JUAN	1700100	M/J CRIT THINKING
SEBASTIAN RIVER MIDDLE SCHOOL	STURGEON	JAIME	7855040	ADV ACAD: 6-8
STORM GROVE MIDDLE SCHOOL	BLACKWELL	KIRSTEN	7855040	ADV ACAD: 6-8 Lang.A
STORM GROVE MIDDLE SCHOOL	BROWN	SALLY	7855040	ADV ACAD: 6-8 W.C.
STORM GROVE MIDDLE SCHOOL	HALL	CONCETTA	7855040	ADV ACAD: 6-8 Am.His
STORM GROVE MIDDLE SCHOOL	KENDRICK	MEGAN	7855040	ADV ACAD: 6-8
STORM GROVE MIDDLE SCHOOL	NATHANIEL	SHANA	1000010	M/J INTENS READ (MC)
STORM GROVE MIDDLE SCHOOL	POST	JOSHUA	1200310	ALG 1
STORM GROVE MIDDLE SCHOOL	POST	JOSHUA	1200320	ALG 1 HON
STORM GROVE MIDDLE SCHOOL	POST	JOSHUA	1206320	GEO HON
STORM GROVE MIDDLE SCHOOL	REFSLAND	JOSEPH	7855040	ADV ACAD: 6-8 SCI
STORM GROVE MIDDLE SCHOOL	ROLLIN	ASHLEY	7855040	ADV ACAD: 6-8 SCI
VERO BEACH ELEMENTARY SCHOOL	HAYNES	AMANDA	7650130	PK DISABS: 3-5
VERO BEACH ELEMENTARY SCHOOL	RIDDICK	JENNIFER	7650130	PK DISABS: 3-5
VERO BEACH HIGH SCHOOL	LOUGHRY	JACQUELINE	1008310	READ 2
VERO BEACH HIGH SCHOOL	LOUGHRY	JACQUELINE	1008300	READING
VERO BEACH HIGH SCHOOL	RAHAL	BRYAN	7910100	READ: 9-12

**Projected Teachers Out of Field (OOF) or
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Semester 1 2012-2013**

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Report Based on TERMS Data as of: 2:01PM, 9/19/12

School Name	Last Name	First Name	Course #	Course Title
BEACHLAND ELEMENTARY SCHOOL	IACONO	DEBORAH	5010050	READ E (OR LANG ARTS, WRITING)
BEACHLAND ELEMENTARY SCHOOL	JOHNSON	ALISA	5010050	READ E (OR LANG ARTS, WRITING)
BEACHLAND ELEMENTARY SCHOOL	SMITH	GEORGE	5010050	READ E (OR LANG ARTS, WRITING)
CITRUS ELEMENTARY SCHOOL	CLARK	ARLENE	5010050	READ E
CITRUS ELEMENTARY SCHOOL	GREER	MICHELE	5010050	READ E (OR LANG ARTS, WRITING)
CITRUS ELEMENTARY SCHOOL	HALL	JENNIFER	5010050	READ E (OR LANG ARTS, WRITING)
CITRUS ELEMENTARY SCHOOL	O'CONNELL	MICHELLE	5010050	READ E (OR LANG ARTS, WRITING)
CITRUS ELEMENTARY SCHOOL	POPLAR	AMY	5010050	READ E
DODGERTOWN ELEMENTARY SCHOOL	DUVAL	CRYSTAL	5010050	READ E (OR LANG ARTS, WRITING)
DODGERTOWN ELEMENTARY SCHOOL	SWANIGAN	DENISE	5010050	READ E (OR LANG ARTS, WRITING)
FELLSMERE ELEMENTARY SCHOOL	BEAUDOIN	PATRICIA	5010050	READ E
FELLSMERE ELEMENTARY SCHOOL	CARLSEN	TIFFANY	5010050	READ E (OR LANG ARTS, WRITING)
FELLSMERE ELEMENTARY SCHOOL	GILLEN	SHANNON	5015020	PHYS ED E
FELLSMERE ELEMENTARY SCHOOL	KLEIN	SHARON	5012020	MATH GRADE K
FELLSMERE ELEMENTARY SCHOOL	MEJIA	KELLI	5010050	READ E (OR LANG ARTS, WRITING)
FELLSMERE ELEMENTARY SCHOOL	THOMPSON-MILLER	HEATHER	5010050	READ E (OR LANG ARTS, WRITING)
FELLSMERE ELEMENTARY SCHOOL	WICKHAM	DENISE	5010050	READ E (OR LANG ARTS, WRITING)
GIFFORD MIDDLE SCHOOL	DEMETER	NANCY	1200370	ALG 1-A
GIFFORD MIDDLE SCHOOL	GOLDSTEIN	ASHBY	1302000	M/J BAND 1
GIFFORD MIDDLE SCHOOL	KRAMEK	HOPE	1205040	M/J MATH 2
GIFFORD MIDDLE SCHOOL	MACDONALD	DAVID	1000010	M/J INTENS READ (MC)
GIFFORD MIDDLE SCHOOL	MARTIN	MICHAEL	2100010	M/J US HISTORY
GIFFORD MIDDLE SCHOOL	ROBB	JILL	2002070	M/J COMP SCI 2
GIFFORD MIDDLE SCHOOL	VANDYKE	HEATHER	1000010	M/J INTENS READ (MC)
GLENDALE ELEMENTARY SCHOOL	LYONS	BRIDGET	5010050	READ E (OR LANG ARTS, WRITING)
GLENDALE ELEMENTARY SCHOOL	OLSSON	JANET	5010050	READ E
GLENDALE ELEMENTARY SCHOOL	SKINNIDER	LISA	5010050	READ E (OR LANG ARTS, WRITING)
GLENDALE ELEMENTARY SCHOOL	SMITH	BRENDA	5010050	READ E (OR LANG ARTS, WRITING)
HIGHLANDS ELEMENTARY SCHOOL	BIALOS	JENNIFER	5010050	READ E
HIGHLANDS ELEMENTARY SCHOOL	GREENBERG	MARK	5013010	MUSIC GEN E
HIGHLANDS ELEMENTARY SCHOOL	KESTENBAUM	ROBIN	5010050	READ E (OR LANG ARTS, WRITING)
HIGHLANDS ELEMENTARY SCHOOL	SMANIOTTO	ALISHA	5010050	READ E
HIGHLANDS ELEMENTARY SCHOOL	WALKER	AMY	5010050	READ E (OR LANG ARTS, WRITING)
HIGHLANDS ELEMENTARY SCHOOL	WALKER	LYNETTE	5010050	READ E
HIGHLANDS ELEMENTARY SCHOOL	WHIPPLE	RORY	5015020	PHYS ED E
HIGHLANDS ELEMENTARY SCHOOL	WORTH	RONALD	5010050	READ E (OR LANG ARTS, WRITING)
IMAGINE SCHOOLS AT SOUTH VERO	SCHORN	EDWARD	5010050	READ E (OR LANG ARTS, WRITING)
Imagine Schools at South Vero	VALDES	AMANDA	5010030	COMM
INDIAN RIVER CHARTER HIGH SCHL	ANGELL	LISA	1001370	ENGLISH III
INDIAN RIVER CHARTER HIGH SCHL	BABA	RAMAYANA	0102300	CERAM/POT I
INDIAN RIVER CHARTER HIGH SCHL	BURKE	DEBORAH	1001340	ENGLISH II
INDIAN RIVER CHARTER HIGH SCHL	CRUZ	MARISOL	1000400	INTENSIVE LANG ARTS
INDIAN RIVER CHARTER HIGH SCHL	GONZALEZ	LISA	7963080	LEARNING STRATEGIES
INDIAN RIVER CHARTER HIGH SCHL	HEROUX	DAVID	3026010	HOPE
INDIAN RIVER CHARTER HIGH SCHL	HINE	ANGELA	0708340	SPANISH I
INDIAN RIVER CHARTER HIGH SCHL	KOPP	ANTHONY	0103300	CPTR GRAPHICS
INDIAN RIVER CHARTER HIGH SCHL	LOGAN	HOLLY	1200310	ALGEBRA I
INDIAN RIVER CHARTER HIGH SCHL	NAFFZIGER	MICHAEL	0400660	INTROD FILM & ENTER
INDIAN RIVER CHARTER HIGH SCHL	ROGERS	MEGHAN	1001310	ENGLISH I

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**Projected Teachers Out of Field (OOF) or
Out-Of-Compliance (OOC) for ESOL Courses
Semester 1 2012-2013**

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Report Based on TERMS Data as of: 2:01PM, 9/19/12

School Name	Last Name	First Name	Course #	Course Title
INDIAN RIVER CHARTER HIGH SCHL	SIELINSKI	BRENT	2100310	AMERICAN HISTORY
INDIAN RIVER CHARTER HIGH SCHL	WENDEL	DOUGLAS	1200380	ALG 1-B YEARLY
INDIAN RIVER CHARTER HIGH SCHL	ZAJICEK	GREGORY	2104610	THE AMER MOSAIC
LIBERTY MAGNET SCHOOL	DRISDOM	VANESSA	5010050	READ E (OR LANG ARTS, WRITING)
LIBERTY MAGNET SCHOOL	FARRAH	BONNIE	5010050	READ E (OR LANG ARTS, WRITING)
LIBERTY MAGNET SCHOOL	MCCART	ANTOINETTE	5010050	READ E (OR LANG ARTS, WRITING)
LIBERTY MAGNET SCHOOL	METCALF	MERRIN	5010050	READ E (OR LANG ARTS, WRITING)
LIBERTY MAGNET SCHOOL	RILEY	CRYSTAL	5010050	READ E (OR LANG ARTS, WRITING)
LIBERTY MAGNET SCHOOL	SADLERS	KRISTA	5010050	READ E
LIBERTY MAGNET SCHOOL	STALLINGS	JESSICA	5010050	READ E
NORTH COUNTY CHARTER SCHOOL	MCDANIEL	TANYA	5010050	READ E
NORTH COUNTY CHARTER SCHOOL	REID	JULIE	5010030	COMM
NORTH COUNTY CHARTER SCHOOL	SHERRILL	MONICA	5010030	COMM
OSCEOLA MAGNET SCHOOL	COLEMAN	JAIME	5010050	READ E (OR LANG ARTS, WRITING)
OSCEOLA MAGNET SCHOOL	HOOVER	LAURIE	5010050	READ E
OSCEOLA MAGNET SCHOOL	NELSON	BETSY	5001010	ART E
OSLO MIDDLE SCHOOL	FALCONE	ROBIN	1001010	M/J LANG ARTS 1
OSLO MIDDLE SCHOOL	HOLLY	SUSAN	2002100	M/J COMPRE SCI 3
OSLO MIDDLE SCHOOL	MASON	THOMAS	1000010	M/J INTENS READ (MC)
OSLO MIDDLE SCHOOL	PERRINO	SUSANNE	1205010	M/J MATH 1
OSLO MIDDLE SCHOOL	REESE	MARSHA	2100010	M/J US HIST
PELICAN ISLAND ELEMENTARY SCHL	BROOMELL	KARI	5010050	READ E (OR LANG ARTS, WRITING)
PELICAN ISLAND ELEMENTARY SCHL	BULLARD	REUN	5012060	MATH GRADE FOUR
PELICAN ISLAND ELEMENTARY SCHL	HUDSON	AUDESTINE	5010050	READ E (OR LANG ARTS, WRITING)
ROSEWOOD MAGNET SCHOOL	ERN	NATALIE	5010050	READ E
ROSEWOOD MAGNET SCHOOL	SRIGLEY	NICOLE	5010050	READ E (OR LANG ARTS, WRITING)
ROSEWOOD MAGNET SCHOOL	WILSON	KELLY	5010050	READ E (OR LANG ARTS, WRITING)
SEBASTIAN CHARTER JR HIGH	SUTHERLAND	HEIDI	1000010	M/J INTENS READ (MC)
SEBASTIAN CHARTER JR HIGH	THORNTON	NAN	1205010	M/J MATH 1
SEBASTIAN ELEMENTARY SCHOOL	BATORY	JAMES	5015020	PHYS ED E
SEBASTIAN ELEMENTARY SCHOOL	HOWLE	CARLENE	5010050	READ E
SEBASTIAN RIVER HIGH SCHOOL	FLEMMING	ANTONIO	3026010	HOPE
SEBASTIAN RIVER HIGH SCHOOL	GEBHARDT	KRISTIN	2109310	WORLD HISTORY
SEBASTIAN RIVER HIGH SCHOOL	JOHNSTON	DAVID	2100310	US HISTORY
SEBASTIAN RIVER HIGH SCHOOL	JONES	WHITNEY	1001405	ENG 4 COLLEGE PREP
SEBASTIAN RIVER HIGH SCHOOL	LAWS	RANDY	1802310	NAVAL SCI 2
SEBASTIAN RIVER HIGH SCHOOL	MILLER	WILLIAM	2001310	ERTH/SPA SCI
SEBASTIAN RIVER HIGH SCHOOL	OMANS	JANE	1002320	ENG 3 ESOL
SEBASTIAN RIVER HIGH SCHOOL	ROUX	GARRETT	8709490	AUTO TECH 9
SEBASTIAN RIVER HIGH SCHOOL	SHELBURNE	ERIC	1000410	INTEN READ 11/12
SEBASTIAN RIVER HIGH SCHOOL	TORRES	HECTOR	0708350	SPANISH 2
SEBASTIAN RIVER HIGH SCHOOL	VIVIRITO	NICHOLAS	1200380	ALG 1B
SEBASTIAN RIVER MIDDLE SCHOOL	GREENWAY	BROOKS	1501100	M/J COMPRE PE 1
SEBASTIAN RIVER MIDDLE SCHOOL	HERGOTT	JORDANA	1205010	M/J MATH 1
SEBASTIAN RIVER MIDDLE SCHOOL	KINKLE	ETHAN	1301000	M/J GEN MUSIC 1
SEBASTIAN RIVER MIDDLE SCHOOL	SANFORD	ZACHARY	1501120	M/J COMPRE PE 3
SEBASTIAN RIVER MIDDLE SCHOOL	WHITE	ANNEMARIE	2105020	M/J WORLD CULTURES
SEBASTIAN RIVER MIDDLE SCHOOL	WRIGHT	ALISSA	1001010	M/J LANG ARTS 1
STORM GROVE MIDDLE SCHOOL	COOKSEY	STEPHANY	1001010	M/J LANG ARTS 1

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Semester 1 2012-2013**

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Report Based on TERMS Data as of: 2:01PM, 9/19/12

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School Name	Last Name	First Name	Course #	Course Title
STORM GROVE MIDDLE SCHOOL	DAWSON	RYAN	2105020	M/J WORLD CULTURES
STORM GROVE MIDDLE SCHOOL	GAMMELL	CARRIE	1001070	M/J LANG ARTS 3
STORM GROVE MIDDLE SCHOOL	MARTZ	SARA	1001010	M/J LANG ARTS 1
STORM GROVE MIDDLE SCHOOL	NATHANIEL	SHANA	1000010	M/J INTENS READ (MC)
STORM GROVE MIDDLE SCHOOL	RAMOS	EDDY	2002040	M/J COMPRE SCI 1
STORM GROVE MIDDLE SCHOOL	SRIGLEY	SEAN	1302000	M/J BAND 1-Begin
TREASURE COAST ELEMENTARY SCHL	BEAUREGARD	ELIZABETH	5010050	READ E (OR LANG ARTS, WRITING)
TREASURE COAST ELEMENTARY SCHL	BRESCIA	MEGAN	5010090	WRIT E
TREASURE COAST ELEMENTARY SCHL	NEWHART	MATILDA	5010050	READ E
TREASURE COAST ELEMENTARY SCHL	PALMER	REBECCA	5010050	READ E (OR LANG ARTS, WRITING)
TREASURE COAST ELEMENTARY SCHL	PRESTI	LISA	5010090	WRIT E
TREASURE COAST ELEMENTARY SCHL	STULL	MERIDETH	5010050	READ E (OR LANG ARTS, WRITING)
VERO BEACH ELEMENTARY SCHOOL	BERWICK	CARI	5010050	READ E (OR LANG ARTS, WRITING)
VERO BEACH ELEMENTARY SCHOOL	BOULDEN	LAURIE	5010050	READ E (OR LANG ARTS, WRITING)
VERO BEACH ELEMENTARY SCHOOL	BROWNING	KRISTINA	5010050	READ E (OR LANG ARTS, WRITING)
VERO BEACH ELEMENTARY SCHOOL	GLASS	JENNIFER	5010050	READ E
VERO BEACH ELEMENTARY SCHOOL	GOOD	CHRISTINE	5010050	READ E (OR LANG ARTS, WRITING)
VERO BEACH ELEMENTARY SCHOOL	LARKIN	ELIZABETH	5010030	COMM
VERO BEACH ELEMENTARY SCHOOL	MAREK	PATRICIA	5015020	PHYS ED E
VERO BEACH ELEMENTARY SCHOOL	MCMILLAN	CRISTEN	5010050	READ E
VERO BEACH HIGH SCHOOL	ADAMS	STEPHEN	2001340	ENVIR SCIENCE
VERO BEACH HIGH SCHOOL	ADAMSKI	MARY	0102300	CERAM/POT I
VERO BEACH HIGH SCHOOL	CAMPIONE	MARIE	0500510	PERS,CAR,SCH DEV 2
VERO BEACH HIGH SCHOOL	DEMSICK	JOHN-PETER	1001405	ENG IV for College
VERO BEACH HIGH SCHOOL	DIROCCO	MARGARET	2000310	BIO 1
VERO BEACH HIGH SCHOOL	DUES	WADE	1800300	AERO SCI I
VERO BEACH HIGH SCHOOL	DUPLESSIS	SHANNON	1001370	ENG III PBD
VERO BEACH HIGH SCHOOL	GROODY	MICHAEL	1200380	ALG 1-B
VERO BEACH HIGH SCHOOL	JONES	SARAH	1009300	WRIT 1
VERO BEACH HIGH SCHOOL	LOUGHRY	JACQUELINE	1008300	READING
VERO BEACH HIGH SCHOOL	MCLAUGHLIN	REBECCA	1008300	READING
VERO BEACH HIGH SCHOOL	PETERSON	CONSTANCE	1000410	INTENS READ
VERO BEACH HIGH SCHOOL	RAHAL	CHRISTOPHE	7910110	ENG: 9-12
VERO BEACH HIGH SCHOOL	WESTBERRY	JAMES	0500510	PERS,CAR,SCH DEV 2
VERO BEACH HIGH SCHOOL	ZAKARIAN	JACKIE	2003310	PHY SCI

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Projected Teachers Not Meeting NCLB Highly Qualified Teacher Status Requirements

Semester 1 2012-2013

Report Based on TERMS Data as of: 2:01 PM, 9/19/12

School Name	Last Name	First Name	Course #	Course Title	Course Status	ESOL Status	HQT Status
ALTERNATIVE CENTER FOR EDU.	KASER	DIANE	2000310	BIO 1	OUT		D
CITRUS ELEMENTARY SCHOOL	CLARK	ARLENE	7755040	ADV ACAD: K-5	OUT		D
CITRUS ELEMENTARY SCHOOL	POPLAR	AMY	7755040	ADV ACAD: K-5	OUT	OUT	B
CITRUS ELEMENTARY SCHOOL	RAILTON	TAMMY	7755040	ADV ACAD: K-5	OUT		B
FELLSMERE ELEMENTARY SCHOOL	BEAUDOIN	PATRICIA	5012060	MATH GRADE FOUR	OUT	OUT	C
FELLSMERE ELEMENTARY SCHOOL	BEAUDOIN	PATRICIA	5012070	MATH GRADE FIVE	OUT		C
GIFFORD MIDDLE SCHOOL	MARTIN	MICHAEL	2100010	M/J US HISTORY	OUT	OUT	G
GIFFORD MIDDLE SCHOOL	MARTIN	MICHAEL	2100020	M/J US HIST ADV	OUT		G
GIFFORD MIDDLE SCHOOL	ROBB	JILL	2002070	M/J COMP SCI 2	OUT	OUT	D
GIFFORD MIDDLE SCHOOL	ROBB	JILL	2002100	M/J COMP SCI 3	OUT	OUT	D
GIFFORD MIDDLE SCHOOL	ROBB	JILL	2106010	M/J CIVICS	OUT		D
GIFFORD MIDDLE SCHOOL	VANDYKE	HEATHER	1000010	M/J INTENS READ (MC)	OUT	OUT	D
HIGHLANDS ELEMENTARY SCHOOL	WALKER	LYNETTE	5010050	READ E	OUT	OUT	G
HIGHLANDS ELEMENTARY SCHOOL	WALKER	LYNETTE	5010090	WRIT E	OUT	OUT	G
HIGHLANDS ELEMENTARY SCHOOL	WALKER	LYNETTE	5012020	MATH GRADE K	OUT	OUT	G
HIGHLANDS ELEMENTARY SCHOOL	WALKER	LYNETTE	5012030	MATH GRADE ONE	OUT		G
HIGHLANDS ELEMENTARY SCHOOL	WALKER	LYNETTE	5012050	MATH GRADE THREE	OUT		G
HIGHLANDS ELEMENTARY SCHOOL	WALKER	LYNETTE	5012060	MATH GRADE FOUR	OUT	OUT	G
HIGHLANDS ELEMENTARY SCHOOL	WALKER	LYNETTE	5012070	MATH GRADE FIVE	OUT		G
IMAGINE SCHOOLS AT SOUTH VER	HJALMEBY	HANNA	5012060	MATH GRADE FOUR	OUT		C
IMAGINE SCHOOLS AT SOUTH VER	MELTON	JENNIFER	0102040	M/J CREATIVE PHOTO 1	OUT		D
IMAGINE SCHOOLS AT SOUTH VER	SANDERSON	LIBBY	0400000	M/J DRAMA 1	OUT		D
IMAGINE SCHOOLS AT SOUTH VER	SCHORN	EDWARD	2003600	PRINC TECH 1	OUT		D
IMAGINE SCHOOLS AT SOUTH VER	THATCHER	MARILYN	1000010	M/J INTENS READ (MC)	OUT		D
IMAGINE SCHOOLS AT SOUTH VER	VON SAMAN	VICKI	1006000	M/J JOURN 1	OUT		D
INDIAN RIVER CHARTER HIGH SCH	BEINDORF	ANA	0708340	SPANISH I	OUT		G
INDIAN RIVER CHARTER HIGH SCH	BEINDORF	ANA	0708350	SPANISH II	OUT		G
INDIAN RIVER CHARTER HIGH SCH	TANG	LIMING	0104340	DRAW I	OUT		G
INDIAN RIVER CHARTER HIGH SCH	TANG	LIMING	0104340	DRAW 1	OUT		G
INDIAN RIVER CHARTER HIGH SCH	TANG	LIMING	0711300	CHINESE 1	OUT		G
INDIAN RIVER CHARTER HIGH SCH	TANG	LIMING	0711310	CHINESE 2	OUT		G
INDIAN RIVER CHARTER HIGH SCH	TANG	LIMING	0711320	CHINESE 3	OUT		G
INDIAN RIVER CHARTER HIGH SCH	TANG	LIMING	0711330	CHINESE 4	OUT		G
OSLO MIDDLE SCHOOL	BUFFUM	EDWARD	2002070	M/J COMPRE SCI 2	OUT	IN	E
OSLO MIDDLE SCHOOL	BUFFUM	EDWARD	2002080	M/J COMP SC ADV	OUT		E
OSLO MIDDLE SCHOOL	DENNINGER	DOUGLAS	1000010	M/J INTENS READ (MC)	OUT		E
OSLO MIDDLE SCHOOL	DENNINGER	DOUGLAS	1008070	M/J READ 3	OUT		E
OSLO MIDDLE SCHOOL	FALVEY	AMY	7855040	ADV ACAD: 6-8	OUT		D
OSLO MIDDLE SCHOOL	FALVEY	AMY	7855040	ADV ACAD: 6-8 LA	OUT		D
OSLO MIDDLE SCHOOL	MARTIN	MICHAEL	1008040	M/J READ 2	OUT	OUT	G
OSLO MIDDLE SCHOOL	MASON	THOMAS	1000010	M/J INTENS READ (MC)	OUT	OUT	D
OSLO MIDDLE SCHOOL	REESE	MARSHA	2100010	M/J US HIST	OUT	OUT	D
PELICAN ISLAND ELEMENTARY SC	BELLA	NATALIE	5010050	READ E	OUT		G
PELICAN ISLAND ELEMENTARY SC	BELLA	NATALIE	5010080	SPELLING E	OUT		G
PELICAN ISLAND ELEMENTARY SC	BELLA	NATALIE	5010090	WRIT E	OUT		G
PELICAN ISLAND ELEMENTARY SC	BELLA	NATALIE	5012050	MATH GRADE THREE	OUT		G
PELICAN ISLAND ELEMENTARY SC	BELLA	NATALIE	5020040	SCIENCE	OUT		G
PELICAN ISLAND ELEMENTARY SC	BELLA	NATALIE	5021050	SOC STUDIES 3	OUT		G
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7710011	ACCESS LANG ART - K	OUT		G
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7710012	ACCESS LANG ART - 1	OUT		G
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7710013	ACCESS LANG ART - 2	OUT		G
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7710014	ACCESS LANG ART - 3	OUT		G
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7710015	ACCESS LANG ART - 4	OUT		G

Teachers are out-of-field or have not proven subject matter competency:

B = Elem. ESE teachers

C = Elem. regular ed or ESE not certified

D = Secondary regular ed teachers

E = Secondary ESE teachers

G = Not yet certified

Projected Teachers Not Meeting NCLB Highly Qualified Teacher Status Requirements

Semester 1 2012-2013

Report Based on TERMS Data as of: 2:01 PM, 9/19/12

School Name	Last Name	First Name	Course #	Course Title	Course Status	ESOL Status	HQT Status
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7712015	ACCESS MATH GRADE K	OUT		G
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7712020	ACCESS MATH GRADE 1	OUT		G
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7712030	ACCESS MATH GRADE 2	OUT		G
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7712040	ACCESS MATH GRADE 3	OUT		G
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7712050	ACCESS MATH GRADE 4	OUT		G
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7720015	ACCESS SCI GRADE K	OUT		G
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7720020	ACCESS SCI GRADE 1	OUT		G
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7720030	ACCESS SCI GRADE 2	OUT		G
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7720040	ACCESS SCI GRADE 3	OUT		G
ROSEWOOD MAGNET SCHOOL	WOODSON	ANDREA	7720050	ACCESS SCI GRADE 4	OUT		G
SEBASTIAN CHARTER JR HIGH	MONTANARI-D	SUSANNA	0708340	SPANISH I	OUT		G
SEBASTIAN CHARTER JR HIGH	SUTHERLAND	HEIDI	1000010	M/J INTENS READ (MC)	OUT	OUT	D
SEBASTIAN CHARTER JR HIGH	SUTHERLAND	HEIDI	1008010	M/J READ 1	OUT	OUT	D
SEBASTIAN CHARTER JR HIGH	SUTHERLAND	HEIDI	1008020	M/J READ 1 ADV	OUT		D
SEBASTIAN CHARTER JR HIGH	SUTHERLAND	HEIDI	1008040	M/J READ 2	OUT		D
SEBASTIAN CHARTER JR HIGH	SUTHERLAND	HEIDI	1008050	M/J READ 2 ADV	OUT		D
SEBASTIAN RIVER HIGH SCHOOL	ADAMS	CARRIE	1000410	INTEN READ 10TH	OUT		D
SEBASTIAN RIVER HIGH SCHOOL	HOWDER	CELESTE	1000410	INTEN READ 9TH	OUT		D
SEBASTIAN RIVER HIGH SCHOOL	ROSENTHAL	SUSAN	1000410	INTEN READ 10TH	OUT		D
SEBASTIAN RIVER HIGH SCHOOL	ROSENTHAL	SUSAN	1000410	INTEN READ 9TH	OUT		D
SEBASTIAN RIVER MIDDLE SCHOOL	HAYDEN	MATTHEW	2100010	M/J US HISTORY	OUT	IN	E
SEBASTIAN RIVER MIDDLE SCHOOL	HAYDEN	MATTHEW	2106010	M/J CIVICS	OUT		E
SEBASTIAN RIVER MIDDLE SCHOOL	INGHRAM	JANET	7855040	advanced acad 6-8	OUT		D
SEBASTIAN RIVER MIDDLE SCHOOL	INGHRAM	JANET	7855040	Advanced Acad 6-8	OUT		D
SEBASTIAN RIVER MIDDLE SCHOOL	KINKLE	ETHAN	1301000	M/J GEN MUSIC 1	OUT	OUT	G
SEBASTIAN RIVER MIDDLE SCHOOL	KINKLE	ETHAN	1301010	M/J GEN MUSIC 2	OUT		G
SEBASTIAN RIVER MIDDLE SCHOOL	KINKLE	ETHAN	1301020	M/J GEN MUSIC 3	OUT		G
SEBASTIAN RIVER MIDDLE SCHOOL	KINKLE	ETHAN	1303000	M/J CHORUS 1	OUT		G
SEBASTIAN RIVER MIDDLE SCHOOL	KINKLE	ETHAN	1303010	M/J CHORUS 2	OUT		G
SEBASTIAN RIVER MIDDLE SCHOOL	KINKLE	ETHAN	1303020	M/J CHORUS 3	OUT		G
SEBASTIAN RIVER MIDDLE SCHOOL	STURGEON	JAIME	7855040	ADV ACAD: 6-8	OUT		D
STORM GROVE MIDDLE SCHOOL	BLACKWELL	KIRSTEN	7855040	ADV ACAD: 6-8 Lang.A	OUT		D
STORM GROVE MIDDLE SCHOOL	BROWN	SALLY	7855040	ADV ACAD: 6-8 W.C.	OUT		D
STORM GROVE MIDDLE SCHOOL	HALL	CONCETTA	7855040	ADV ACAD: 6-8 Am.His	OUT		D
STORM GROVE MIDDLE SCHOOL	KENDRICK	MEGAN	7855040	ADV ACAD: 6-8	OUT		D
STORM GROVE MIDDLE SCHOOL	NATHANIEL	SHANA	1000010	M/J INTENS READ (MC)	OUT	OUT	D
STORM GROVE MIDDLE SCHOOL	POST	JOSHUA	1200310	ALG 1	OUT		G
STORM GROVE MIDDLE SCHOOL	POST	JOSHUA	1200320	ALG 1 HON	OUT		G
STORM GROVE MIDDLE SCHOOL	POST	JOSHUA	1206320	GEO HON	OUT		G
STORM GROVE MIDDLE SCHOOL	REFSLAND	JOSEPH	7855040	ADV ACAD: 6-8 SCI	OUT		D
STORM GROVE MIDDLE SCHOOL	ROLLIN	ASHLEY	7855040	ADV ACAD: 6-8 SCI	OUT		D
VERO BEACH HIGH SCHOOL	LOUGHRY	JACQUELINE	1008300	READING	OUT	OUT	D
VERO BEACH HIGH SCHOOL	LOUGHRY	JACQUELINE	1008310	READ 2	OUT	OUT	D
VERO BEACH HIGH SCHOOL	RAHAL	BRYAN	7910100	READ: 9-12	OUT		E
VERO BEACH HIGH SCHOOL	RAHAL	CHRISTOPHER	7910110	ENG: 9-12	IN	OUT	E

Teachers are out-of-field or have not proven subject matter competency:

B = Elem. ESE teachers

C = Elem. regular ed or ESE not certified

D = Secondary regular ed teachers

E = Secondary ESE teachers

G = Not yet certified

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VERO BEACH HIGH SCHOOL

1707 16th Street, Vero Beach, Florida 32960

Mr. Shawn O'Keefe, Principal

September 12, 2012

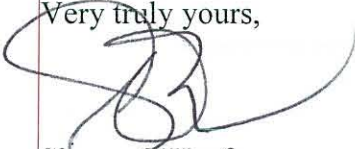
Indian River County School Board
1990 25th Street
Vero Beach, FL 32960

RE: SDIRC Board Rule 7.17

Vero Beach High School is requesting approval to accept a donation in excess of \$1,000 that we have received. The donation, a 2005 Hyundai Elantra, valued at nine thousand (\$9,000.00) dollars, was made by Route 60 Hyundai, 8575 20th Street, Vero Beach, FL 32966

The vehicle will be given to the School District of Indian River County. The purpose of the donation is to be an incentive for our Positive Behavior Support Program. It is anticipated that the county will transfer title to the student who earned it through the Positive Behavior Support Program.

Very truly yours,


Shawn O'Keefe
Principal



VBHS Main Campus
Telephone: (772) 564-5400
Fax: (772) 564-5553

Freshman Learning Center
Telephone: (772) 564-5800
Fax: (772) 564-5679

" It's Great To Be A Fighting Indian! "

School District of Indian River County

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CONTRACT

This Contract is entered into between the School Board of Seminole County, Florida, located at 400 E. Lake Mary Blvd., Sanford, Florida 32773-7127 and the School Board of Indian River County, Florida, located at 1990 25th Street, Vero Beach, Florida 32960-3367.

WHEREAS, the School Board of Seminole County maintains the East Coast Technical Assistance Center (ECTAC) which provides support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) programs in the State of Florida; and

WHEREAS, the School Board of Indian River County wishes to contract with the School Board of Seminole County for support and technical assistance regarding its Title I and other ESEA programs.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. Term. This Contract shall commence on the last date of approval by a party and shall terminate on June 30, 2013. Thereafter, the Contract may be renewed for additional annual terms upon the mutual written consent of both parties.
2. Payment. The School Board of Indian River County agrees to pay to the School Board of Seminole County the amount of \$8,000 for services provided under this Contract. The School Board of Seminole County shall submit invoices on an annual basis and the School Board of Indian River County shall remit payment within 30 days of the invoice date.
3. Scope. In consideration of the payment set forth in paragraph 2 above, the ECTAC shall provide support and technical assistance to the Title I and other specified ESEA programs of the School Board of Indian River County. This support and technical assistance shall include specific program activities and deliverables in support of the approved district Title I Project Applications, as appropriate and other services to be provided which are specified and attached hereto as Exhibit "A" and incorporated by reference. See also Exhibit "B", Operational Procedures and incorporated by reference.
4. Termination. Either party may terminate this Contract without cause upon 30 days written notice to the other party. In the event of termination, the School Board of Seminole County shall immediately cease providing services as described in paragraph 3 above, and shall remit a final invoice through the date of termination for services rendered.
5. Notice. All notices required under this Contract shall be in writing, and shall be sent by certified mail, return receipt requested or hand delivery. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses set forth below:

If to School Board of Seminole County: Walt Griffin, Superintendent
The School Board of Seminole County, Florida
400 E. Lake Mary Blvd
Sanford, FL 32773-7127

With a copy to: Mrs. Marjorie Murray, Director
East Coast Technical Assistance Center
400 E. Lake Mary Blvd.
Sanford, FL 32773-7127

If to School Board of Indian River County: Frances J. Adams, Superintendent
The School Board of Indian River County, Florida
1990 25th Street
Vero Beach, FL 32960-3367

With a copy to: Karen Malits, Coordinator
Title I, Title III, Title X
1990 25th Street
Vero Beach, FL 32960-3367

By giving the other party at least fifteen (15) days written notice, each party shall have the right to change its address and the name of its representative for notice purposes.

6. Entire Agreement. This Contract constitutes the entire Agreement between the parties with respect to the matters covered by this Contract. All prior negotiations, representations, and agreements not incorporated in this Contract are canceled. This Contract can be modified or amended only by a written document duly executed by the parties or their duly appointed representatives.

7. Right To Contract. Each party warrants and represents with respect to itself, that neither the execution of this Contract nor the performance of its obligations under this Contract shall violate any legal requirement or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Contract and the performance of its obligations under this Contract shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Contract the full right and authority to enter into this Contract and to perform its obligations. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

8. Access and Retention of Documents. Each party will, upon request, provide access to the other party, the Federal Grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, to any books, documents, papers and records which are directly related to this project. Both parties to this Contract will retain all records related to the services provided pursuant this Contract, for three (3) years after the School Board of Indian River County has made final payments and all other matters between the parties in connection with this Contract, are closed.

9. Copyrights. The parties are hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize

others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. Furthermore, the parties agree that the School Board of Seminole County has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Contract for use within the School District of Seminole County for purposes related to the School Board of Seminole business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation.

10. Debarment. By signing this Contract, the parties certify, to the best of their knowledge and belief, that they and their principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

The parties agree to notify each other within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs (a) – (d) above, with respect to the parties or their principals.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**THE SCHOOL BOARD OF
SEMINOLE COUNTY, FLORIDA:**

By: _____
Tina Calderone, Chairman

Date Approved: _____

ATTEST:

By: _____
Walt Griffin, Superintendent

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

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

EXHIBIT A
ECTAC TECHNICAL ASSISTANCE SERVICES

The purpose of the East Coast Technical Assistance Center is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

The selective ESEA programs are:

1. Title I, Part A
2. Title I, Part C
3. Title I, Part D
4. Other grant funded programs as they interact with Title I.

The services include assisting member school districts in:

1. the development and implementation of Title I programs consistent with the requirements of The Elementary and Secondary Education Act (ESEA) and Differentiated Accountability.
2. the administration of Title I, and building the capacity of Title I district administrators and key staff in the understanding of appropriate laws, rules, regulations, guidance, policies, and best practices through periodic professional development meetings and activities.
3. the development and implementation of Title I plans, project applications, and amendments to include schoolwide, targeted assistance, nonpublic, migrant, neglected and delinquent, school improvement, and others as requested.
4. effectively utilizing Title I resources, and other resources in the school improvement/school reform process.
5. the implementation of effective instructional strategies and educational best practices identified in scientifically based research.
6. building capacity for the effective engagement of families in the education of their children.
7. networking with high performing/high poverty schools across the state for the purpose of sharing effective practices.
8. accessing other collaborative service providers, such as the Florida Parent Involvement Resource Centers (FL PIRCs), ESCORT, the Bureau of Federal Educational Programs, the Grants Management Office, No Child Left Behind Office (NCLB), other Bureaus and Offices at the Florida Department of Education (FLDOE), Florida Association of State and Federal Education Program Administrators (FASFEPAs), National Association of Federal Education Program Administrators (NAFEPAs), as well as other offices and organizations.
9. advocating for the needs of the Local Educational Agencies (LEAs).
10. other areas as necessary.

EXHIBIT B OPERATING PROCEDURES

The name of the Center will be the East Coast Technical Assistance Center (ECTAC). The Center may change its name by a simple majority vote of the membership.

Purpose:

The purpose of the East Coast Technical Assistance Center is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

Members:

Membership in ECTAC will be open to all school districts in Florida.

Advisory Board:

An Advisory Board will ensure the proper development, approval, and execution of the operation of ECTAC and approve the annual budget.

Advisory Board Members:

The Advisory Board will be composed of five administrators that are representative of small, medium, and large school districts comprising the organization. Board members receive no compensation for their services. The number of Board members may be increased by vote of the general membership but will never be less than five.

Election and Term of Advisory Board Members:

Election of Advisory Board members will occur annually at the last quarterly meeting of the membership. Board members will be elected by a simple majority vote of the membership. The terms will be staggered, with initial Board members serving staggered terms of one and two years. Each Board member shall hold office until the last quarterly meeting when his/her term expires and until his/her successor has been elected.

Vacancies will be filled by simple majority vote of the membership for the unexpired term. A Board member elected to fill a vacancy will be elected for the unexpired term of his/her predecessor in office and will serve until his/her successor is elected.

A Board member may be removed by a simple majority vote of the membership, at any regularly scheduled or special meeting of the membership, whenever in its judgment the best interests of the organization would be served thereby.

A Board member may resign from the Board at any time by giving notice in writing to the Board at least thirty days before such resignation. No acceptance of such resignation will be necessary to make it effective.

Quorum of the Advisory Board:

A simple majority of the Advisory Board members will constitute a quorum for the transaction of business. The act of a simple majority of Advisory Board members present at a meeting at which a quorum is present will be the act of the Board. Each Advisory Board member will have one vote and no proxy will be allowed.

Meetings of the Board:

An annual meeting will be held once a year at a time and location set by the Advisory Board, with additional meetings scheduled as needed. Minutes of the meetings will be shared with general membership.

Action may be taken by the Advisory Board without a meeting if a simple majority of the Board members consent in writing through fax, mail, or by electronic mail to the action. Such actions will be filed with the Board minutes.

Absence of Board Members:

Each Board member is expected to communicate in advance of all Board meetings stating whether or not he/she is able to attend or participate by conference telephone or other agreed-upon means of communication. Any Board member who is absent from three successive Board meetings will be deemed to have resigned due to non-participation, and his/her position will be declared vacant, unless the Board affirmatively votes to retain that member.

Fiscal Year:

The fiscal year of the organization will be aligned July 1 to June 30.

Fiscal Agent:

Seminole County Public Schools (SCPS) is the fiscal agent for ECTAC. All employees of ECTAC are employees of SCPS. The interview committees for vacant ECTAC positions will have representation from an ECTAC member district.

Travel will be approved by the fiscal agent to ensure ECTAC staff travel to member districts as well as attend events, meetings, and/or conferences that will benefit the purpose of ECTAC.

SCPS assures that the operation of ECTAC will be excluded from any freeze on vacant positions or travel restrictions that might be imposed by SCPS due to budget shortfalls.

SCPS will charge the ECTAC budget an administrative fee equal to the SCPS approved indirect cost rate (not the reduced rate due to corrective action status). Any additional administrative charges must be requested through and approved by the ECTAC Advisory Board. Other than the administrative fee described above, the ECTAC budget will be used solely for ECTAC purposes. ECTAC will provide quarterly and annual budget reports to ECTAC member districts.

Contract:

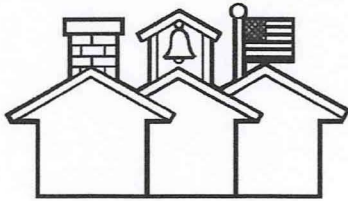
A contract for ECTAC services will be executed annually with ECTAC member districts. The contract will include attachments of the description of services and operating procedures.

Website:

An ECTAC website will be established and maintained to provide school districts with information that will facilitate proper implementation of Title I program services.

Representation in State and National Organizations, Committees, and Meetings:

The ECTAC Director will represent ECTAC member districts in state and national organizations, committees, and meetings as appropriate.



**SCHOOL DISTRICT OF INDIAN RIVER COUNTY
District Contractual Agreement
for State-Approved
Supplemental Educational Services (SES)
Providers
2012-2013 School Year**

This Agreement is entered into this 25th day of September 2012, by and between the SCHOOL BOARD OF INDIAN RIVER COUNTY, hereinafter referred to as "BOARD" and HigherSchool Publishing Company-hereinafter referred to as "PROVIDER" for the purpose of providing Supplemental Education Services (SES) to eligible students.

WHEREAS, BOARD is authorized by state and federal law to enter into an agreement with the state-approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

WHEREAS, 1008.331, Florida Statute outlines the requirements for Supplemental Educational Services; and

WHEREAS, PROVIDER is state-approved, specially trained and possesses the necessary skills, experience, education and competency and licenses or credentials to perform the required services if selected by the parent/guardian of eligible students; and

WHEREAS, PROVIDER desires to enter into this Agreement with respect to its services to the BOARD, upon the terms and conditions hereinafter set forth; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to BOARD, Eligible Students, and Parents during the term of this Agreement.

DEFINITIONS

- **SES Eligible Student** – Students who are attending a Title I funded school and score a Level 1 or Level 2 on the Florida Comprehensive Assessment Test 2.0 (FCAT).
- **Student Learning Plan (SLP)** – Florida law requires each school district to enter into an agreement with the state-approved PROVIDER selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the PROVIDER. The plan must include a statement of specific academic achievement goal(s) per subject area with specific pre-assessment and expected percentage of mastery of goals verified during the post-assessment. The SLP also includes how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's Individualized Education Plan (IEP) under Individuals with Disabilities Education Act (IDEA) or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.
- **Parent/Guardian** – For the purpose of this agreement, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to both parties to this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the BOARD hereby retains PROVIDER for the purpose of providing Supplemental Education Services (SES) to Eligible students and agrees as follows:

1. TERM

- A. The term of this Agreement shall commence no earlier than August 28, 2012 and shall remain in force until June 30, 2013.

2. PROVIDER CERTIFICATIONS AND GUARANTEES

- A. PROVIDER certifies and guarantees that it is on the Florida Department of Education's current list of state-approved SES Providers for Indian River County.
- B. PROVIDER certifies and guarantees that it shall abide by all assurances provided to the Florida Department of Education in the PROVIDER's State-Approved Supplemental Educational Services Application and will notify the BOARD immediately if at any time the PROVIDER can no longer certify or meet these assurances.
- C. PROVIDER certifies and guarantees that it has a record of effectiveness in increasing the academic achievement of students in subjects relevant to meeting the state's academic content and student achievement standards.
- D. PROVIDER certifies and guarantees that it is capable of providing SES that are consistent with the instructional program of the School BOARD and the State in both content and achievement standards.

- E. PROVIDER certifies and guarantees that it has the capacity and resources to provide SES and is ready, willing and able to begin providing SES within twenty calendar days of receipt of their School District approved student enrollment list and will meet the timelines as specified in Exhibit A.
- F. The PROVIDER certifies and guarantees that it will provide SES for a minimum number of 30 School District of Indian River County students per site. Each one of the identified Title I schools eligible for SES is defined as a site.

3. RESPONSIBILITIES OF THE BOARD

- A. BOARD shall enter into a District/Provider Agreement with state-approved PROVIDERs for delivery of SES and meet the terms set forth in said Agreement.
- B. BOARD shall ensure that services are consistent with the District/Provider Agreement.
- C. BOARD shall identify students eligible for SES and notify parents of eligible students annually about the availability of services.
- D. BOARD shall make copies of the SES student enrollment forms freely available to the PROVIDER and parents prior to the start of the school year and during the school year.
- E. BOARD shall provide parents with a list of PROVIDERs approved by the state, contracted with BOARD and approved by the School Board of Indian River County to serve students in the school district, with a brief description of the services of each PROVIDER and the Provider's Record of Effectiveness.
- F. BOARD shall assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERs that are available to serve their child(ren).
- G. BOARD shall host Provider Fair(s) on the schedule as identified in Exhibit A and invite all contracted PROVIDERs and eligible families for the purpose of facilitating the parents/guardians choice of PROVIDER.
- H. BOARD shall notify the PROVIDER of the student's name, school, and address and telephone of record at least twenty (20) days prior to the start date for SES and will allow the PROVIDER to initiate contact with the student's parents/guardians for the provision of SES, once a parent/guardian selects a PROVIDER for their child(ren).
- I. BOARD shall make available to PROVIDER all appropriate student academic performance and benchmarking information that will assist in the development of the SLP and with initiation of services to the student in a timely fashion.
- J. BOARD shall be the only entity that may register and enroll eligible students for services with the PROVIDER. BOARD will hold open student enrollment for SES unless or until it has obtained a written election to receive or reject services from Parents, or until the per student allocation is exhausted. If current funds are insufficient to serve all eligible students, BOARD will prioritize SES to the lowest achieving students.
- K. BOARD shall notify the PROVIDER as to the status of their enrollment per site in regards to the minimum numbers of children to be served as set by the PROVIDER.
- L. BOARD shall reassign students to another PROVIDER for the remainder of the student's funding allocation if the PROVIDER's services do not begin by the specified timelines, if the PROVIDER's district/PROVIDER Agreement is terminated, or if the PROVIDER is removed from the state-approved list.
- M. BOARD shall facilitate the development of the Student Learning Plan (SLP) in collaboration with the PROVIDER and the parents/guardians, which shall include:
 - 1) Specific achievement goals for the student
 - 2) A description of how the student's progress will be measured
 - 3) A description of how the student's parents and teachers will be regularly informed of progress
 - 4) A timetable for improving the student's achievement
 - 5) Total hours of the prescribed program and schedule of services
 - 6) For students with disabilities ensure the plan is consistent with the student's Individual Education Plan(IEP) or the student's section 504 plan.
- N. BOARD shall provide compensation to the PROVIDER upon receipt of a proper invoice as described in Section 11 C below at a rate of \$47.50 per hourly session for each student of Large Group Instruction or \$67.50 per hourly session for each student of Small Group, Individual or In-Home tutoring and not to exceed the state-approved Indian River County SES amount as described in Section 11 A below.
- O. BOARD shall purchase, implement and facilitate training for the Supplemental Services Tracker software system, which will be the required format for reporting attendance, progress, pre/post-test results, invoicing, SLPs and all written electronic communication between PROVIDER and BOARD.
- P. BOARD shall maintain student and PROVIDER records.
- Q. BOARD shall monitor and evaluate the performance of the PROVIDER as it relates to the provisions of SES, to the SLP as well as the completed terms of this Agreement.
- R. BOARD assumes no liability related to the provision of services by PROVIDER beyond reimbursement to PROVIDER for services as identified in this Agreement.
- S. BOARD shall terminate the Agreement if the PROVIDER fails to meet the goals and the timelines as noted in the Agreement.

4. RESPONSIBILITIES OF THE PROVIDER

- A. PROVIDER shall be a state-approved PROVIDER of SES and will enter into an Agreement with the BOARD for the provision of SES and will meet the complete terms of said Agreement.

- B. PROVIDER shall provide highly qualified instructors as required in the PROVIDER proposal approved by the Florida Department of Education.
- C. PROVIDER shall maintain all appropriate licenses that are required to provide SES and inform the BOARD immediately if any licenses are revoked or suspended.
- D. During the term of this Agreement, PROVIDER shall comply with all applicable School BOARD Rules, federal, state, and local statutes, laws ordinances, rules and regulations relating to the provision of SES, including securing and maintaining in force such permits, certificates of occupancy, and/or licenses as are required by law in connection with the furnishing of services pursuant to this Agreement;
- E. PROVIDER shall comply with the laws and polices as indicated in Section 18 and provide evidence of such as required and/or requested by the BOARD.
- F. PROVIDER shall furnish to the BOARD a valid copy of the most recent adopted partnership Agreements or bylaws of the corporation and also a complete and accurate list of the Governing BOARD of Directors (or Trustees or Partners) on the schedule as identified in Exhibit A and agrees to timely update said information as changes in such governance occur.
- G. PROVIDER shall identify at least one (1) employee to be trained in the Supplemental Services Tracker (SST) software system, and shall utilize SST as the required format for reporting attendance, progress, pre/post-test results, invoicing, SLPs, and all electronic communication.
- H. PROVIDER shall submit a list of materials to be used by the tutors prior to the start of tutoring on the schedule as identified in Exhibit A.
- I. PROVIDER shall submit a copy of the pre/post assessment, title of pre/post assessment and a brief description of pre/post assessment on the schedule as identified in Exhibit A.
- J. PROVIDER will ensure that programs and materials used are research-based, specifically designed to increase the academic achievement of eligible students so students increase their proficiency in meeting the state's academic achievement standards as measured by the under the state's assessment system, enabling eligible students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards, secular, neutral, and non-ideological.
- K. PROVIDER shall participate in all PROVIDER Fairs on the schedule as identified in Exhibit A if approved by the BOARD prior to the dates of PROVIDER Fair. A representative of PROVIDER company must attend all scheduled PROVIDER Fairs and all other mandatory meetings or the contract will be terminated as there is no "cure" for this "default".
- L. PROVIDER will provide SES for the eligible and enrolled students as long as the minimum numbers of children to be served as set by PROVIDER are met.
- M. PROVIDER shall not enroll students in the SES program and are prohibited from duplicating, altering, completing, distributing or submitting enrollment forms on behalf of PARENT.
- N. PROVIDER shall initiate contact with the parent/guardians of the identified students who have selected them as their child's PROVIDER.
- O. PROVIDER shall participate in the development of the Student Learning Plan (SLP) in collaboration with the BOARD and the parents/guardians, and shall be responsible and accountable for the implementation of the SLP, which shall include:
 - 1) Specific achievement goals for the student
 - 2) A description of how the student's progress will be measured
 - 3) A description of how the student's parents and teachers will be regularly informed of progress
 - 4) A timetable for improving the student's achievement
 - 5) Total hours of the prescribed program and schedule of services
 - 6) For students with disabilities ensure the plan is consistent with the student's Individual Education Plan (IEP) or the student's section 504 plan.
- P. PROVIDER will begin delivering SES for eligible and district enrolled students within twenty calendar days of receipt of the district approved enrollment list and within twenty calendar days of receiving any subsequent enrollments. If PROVIDER does not initiate services within the 20 day requirement, PROVIDER will be deemed to be in default of this Agreement as per section 15 G and this Agreement will be cancelled with 5 days written notice.
- Q. PROVIDER shall have served at least 80% of assigned students with SES no later than October 15, 2012 or PROVIDER shall be deemed to be in default of this Agreement as per section 15 G and this Agreement will be cancelled with 5 days written notice.
- R. PROVIDER is responsible for their instructors to attend tutoring sessions at the scheduled times, being on time to tutoring sessions, and remaining with the students until the end of the scheduled tutoring session.
- S. PROVIDER shall provide parents and the BOARD with information on the student's progress using the BOARD required Progress Report, Option 4 of the Supplemental Services Tracker (SST) software system, at least on a monthly basis in an understandable and uniform format, including alternative formats upon request, and to the extent practicable, in a language that the parents can understand; provided, however, that communication in Spanish shall always be "practicable". If requested by the BOARD or a Parent, PROVIDER shall give these reports in the following languages: English, Spanish, and Creole. Failure to submit said reports in a timely manner may delay the processing of the monthly invoices and, at the discretion of the BOARD, constitute "good Cause" for termination of this Agreement.
- T. PROVIDER shall provide the district with all required employment documentation for all tutors prior to initiating services and on the schedule as identified in Exhibit A, and shall report monthly with the invoice any changes in personnel.
- U. PROVIDER will inform any tutors who are currently employed by BOARD that they are not to tutor any student they presently have in their class and that they are not to commence tutoring until their workday is completed. Any violation of the above may subject the employee to disciplinary action.
- V. PROVIDER shall invoice the BOARD for payment for services as identified in Section 11 below.
- W. PROVIDER shall maintain records as identified in Section 12 below.

- X. PROVIDER shall provide BOARD with access to all SES related records and services.
 - Y. PROVIDER must not defame BOARD in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.
 - Z. PROVIDER shall ensure that it does not disclose the identity of any student eligible for or receiving SES to the public without written consent of the student's parent.
 - AA. PROVIDER shall provide the BOARD with the following required documents when the executed Agreement is submitted to the BOARD
 - 1) Insurance certificate with satisfactory evidence of compliance with all insurance coverage indicated in Insurance Section 19 C of this Agreement.
 - Y. Provider agrees that its records are subject to Chapter 119, Florida Statutes where applicable, to the fullest extent required by law; and that the PROVIDER creates and maintains records related to its performance of the contract on behalf of the School District of Indian River County. And, notwithstanding this provision, Provider will ensure that student confidentiality and will comply with Section 1002.22, Florida Statutes, to the same extent as Board is subject to that law.
- 5. TECHNOLOGY REQUIREMENTS**
- A. PROVIDER must provide all information specific to their program to complete the required fields of the SST database.
 - B. PROVIDER must have PC computer with 40 MB free space, Pentium III class processor, 256 MB RAM and Internet Explorer 6.0 or later, Mozilla FireFox 3.0, or Google Chrome, Adobe Acrobat Reader 5.0 or later, and any other minimum computer requirements outlined on SST website.
 - C. PROVIDER's computer must be connected to internet with high speed connection (DSL or cable modem).
 - D. PROVIDER must have a quality printer for printing daily attendance rosters (recommend laser printer).
- 6. SUPPLEMENTAL SERVICES TRACKER SOFTWARE SYSTEM (SST)**
- A. PROVIDER shall designate at least one (1) staff person to attend the mandatory training in the Supplemental Educational Services SST on-line technology process prior to implementation of any other elements of the project.
 - B. PROVIDER shall use the BOARD's Supplemental Services Tracker (SST) software system and appropriately follow all procedures including: generate attendance rosters, document tutoring locations, develop the Student Learning Plan, record attendance every two weeks, complete of attendance and invoicing forms and any additional form requested by SST to enable the BOARD and the State of Florida to verify with the PROVIDER or parent that services have been rendered.
 - C. BOARD has contracted for two (2) hours of technical assistance via phone support. Payment for any additional support time on the part of the PROVIDER shall be the responsibility of the PROVIDER. BOARD shall notify the PROVIDER of the hourly rate and deduct any expenses for the additional technical assistance from the PROVIDER's monthly invoice payment.
- 7. MARKETING REQUIREMENTS**
- A. All marketing materials must be reviewed and approved by School District of Indian River County personnel, prior to distribution and according to Procedure #2.27 (01). All marketing materials distributed to parents must include the following in 12 point type and as written below:
 - *In order for your child to be eligible for free tutoring, your child must attend a Title I School in the 2012-2013 school year AND have scored a Level 1 or Level 2 on the Florida Comprehensive Assessment Test 2.0 (FCAT).*
 - *DISTRIBUTION DOES NOT IMPLY ENDORSEMENT OR RECOMMENDATION BY THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY.*
 - B. Flyers to be displayed MUST state that the business is licensed and insured
 - C. Flyers may only be distributed at SES eligible school sites. School Sites eligible for SES are Title 1 schools.
 - D. PROVIDER may list the eligible SES school sites where PROVIDER will be providing SES.
 - E. Requests must be received by the BOARD at least two (2) weeks prior to distribution. BOARD shall notify PROVIDER in writing of either approval or disapproval of marketing materials no later than five (5) days from receipt by BOARD.
 - F. Failure to comply with all marketing requirements will result in this contract becoming null and void
- 8. SUPPLIES, EQUIPMENT AND FACILITIES**
- A. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment and facilities for a student as required in his/her Student Learning Plan and as outlined in the PROVIDER's state-approved application.
 - B. PROVIDER shall notify the BOARD and provide the address of the location, and any change in location, along with all required permits, certificates of occupancy, or other approvals as may be required for the intended facility, in which it will provide SES to eligible students. on the schedule as identified in Exhibit A
 - C. A PROVIDER who desires to use the school district's facilities must make a separate application for use of facilities through the district's Facilities Use Procedures, which outlines a facilities use fee, which is the sole responsibility of the PROVIDER, and is at the discretion of the site based administrator. BOARD may deny an applicant's request provided such denial is based upon clearly stated BOARD policy that is uniformly enforced for all similar groups requesting use of BOARD facilities. BOARD facilities may not be available during non-student days. PROVIDER using BOARD's facilities will not have access to the BOARD's computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure. IF the PROVIDER is permitted to use a BOARD school, the PROVIDER must inform the principal's designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

9. TRANSPORTATION

- A. Transportation arrangements and costs for students receiving services under this Agreement are between the PROVIDER and the eligible student's parents.
- B. BOARD has no obligations to provide transportation in connection with the PROVIDER's responsibility to provide services under this contract.
- C. Neither BOARD nor Parents shall be charged an additional fee for transporting students.

10. SUPERVISION OF STUDENTS

- A. Students shall be supervised at all times. PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved designee, at the end of the service.
- B. PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER.
- C. PROVIDER agrees that supervision of students is a material term of this Agreement and understands and agrees that the PROVIDER's failure to meet this requirement is cause for immediate termination and removal of the PROVIDER's name from the BOARD's PROVIDER list indefinitely.
- D. PROVIDER agrees to indemnify and hold harmless the BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or damage resulting from the PROVIDER's failure to comply with the requirements of this section.
- E. If the tutoring services are to be provided to the students at a facility, PROVIDER is responsible for providing direct and appropriate supervision upon the student's arrival, through the end of the tutoring session and until the student is dismissed to the parent/guardian or authorized designee at the conclusion of such services.
- F. If the tutoring services are to be provided to the students on-line or in the student's home, a parent must be present during the tutoring sessions.
- G. A parent/guardian or their designee must sign the student in to and out of the tutoring sessions and any changes to any information (ie. Date, time, student name, etc...) on the parent sign-in/out sheet must be initialed by the parent.

11. COMPENSATION

- A. BOARD shall pay the PROVIDER the maximum sum of **\$937.00** per student, for a minimum of 19 hours of Large Group Instruction or 13 hours of Small Group, Individual, or In-Home tutoring, which is based upon the hourly rate schedule and is not to exceed the per hour rate as identified in the state-approved application.
- B. BOARD agrees to pay the PROVIDER for educational services only. Any services beyond educational services, including but not limited to: assessing students, homework help, supervision of students, transportation and/or provision of facilities, is the responsibility of the PROVIDER. PROVIDER may not charge BOARD for students who do not attend tutoring session(s) as scheduled.
- C. PROVIDER shall print an invoice from the SST on-line system provided by the BOARD. Completed invoice and all required documentation shall be submitted to District TITLE I staff and received by the 10th of each month in accordance with the Invoice Calendar Schedule included herein as Exhibit C. Payment for invoices received after the stipulated due date will be delayed until the following month. Final invoices must be submitted within 30 days after the PROVIDER's ending date of service.
- D. BOARD shall process payments to the PROVIDER on the Invoice Calendar Schedule dates only.
- E. Failure to submit said invoices to BOARD in a timely or correct manner may result in the delay of processing of the monthly invoices and, at the discretion of the BOARD, constitute "good cause" for termination of this Agreement.
- F. The BOARD reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the BOARD's right to recover erroneous, excessive or illegal payments.
- G. Invoices must include the following attachments:
 - 1) The most current and updated list of tutors names, tutors social security number, the assigned students to be tutored and the location and schedule of services
 - 2) The "original" SST "Daily Attendance Rosters" with Time-in/Time-out which includes tutors names for assigned students listed, student name and parent/guardian full signatures provided for that month. Any changes to the Time-In/Time-out information on submitted documentation must be initialed by the parent or payment will be denied. PROVIDER should keep a copy of the Attendance Roster in their files.
 - 3) Three (3) copies of the required monthly progress report and any additional reports on each child receiving services that month or post-tests at end of service. PROVIDER should keep copy of Progress Reports and Pre/Post-assessment results on file.
- H. No payment will be made unless and until the BOARD verifies that all services for which payment is requested have been fully and satisfactorily performed and all required documentation is attached to the invoices. Verification will be the responsibility of the District TITLE I staff.
- I. PROVIDER is paid only for those students who have an active and approved SLP with PROVIDER.
- J. BOARD will not pay for any services rendered by ineligible employees who lack required documentation.

- K. BOARD will not pay the PROVIDER for any services provided to students prior to the date the SLP has been approved by the District TITLE I staff.
- L. BOARD will not pay PROVIDER for the administration of pre or post testing of student.
- M. BOARD will not pay the PROVIDER for services provided to students who transfer from an eligible school for SES to an ineligible school.
- N. BOARD will not pay the PROVIDER in advance.
- O. BOARD will not pay for any absences. Absences in excess of two (2) consecutive sessions of the contracted days will result in termination of the services.
- P. BOARD will not pay for any tutoring that extends beyond six (6) hours per week.
- Q. BOARD will not pay the PROVIDER for any initial invoices submitted more than 60 days after the services are rendered. BOARD will not pay the PROVIDER for any denied charges that are resubmitted more than 60 days after the initial invoice.
- R. BOARD may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of BOARD, PROVIDER is not in compliance with this Agreement.
- S. If BOARD gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the BOARD will give written notice to terminate this Agreement.
- T. BOARD reserves the right to withhold final payment on this Agreement until all required services so stated have been provided, e.g., pre/post test results of students receiving service, evaluation reports, etc.

12. RECORDS

- A. PROVIDER shall provide access to all records or reports, or other matter relating to this Agreement upon request to the BOARD and/or the parent/guardian of BOARD's student.
- B. PROVIDER shall maintain fiscal records for five (5) years and shall keep them available for audit upon twenty-four (24) hours notice.
- C. All student records shall be kept in a secure location preventing access by unauthorized individuals.
- D. PROVIDER shall maintain an access log delineating date, time agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER.
- E. PROVIDER shall not forward to any person other than parent or the BOARD any student record including, but not limited to, the student's identity, without the written consent of the parent and BOARD.
- F. PROVIDER shall maintain a monthly student sign-in sheet. The student sign-in sheet must include the name of each student, name of the PROVIDER, the PROVIDER employee who rendered the service, the amount of time of such serve and the date of service, and the student's signature and the parent/guardian signature or the parent/guardian designee. PROVIDER is paid only for sessions student attend. All records of attendance shall be maintained on the BOARD's SES software and must be kept up to date within two (2) weeks of the tutoring sessions.
- G. If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER must notify the BOARD in writing through the BOARD's SES software program stating the reason(s) for the request.
- H. If a student fails to attend two (2) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three (3) attempts, the PROVIDER must notify the district immediately.
- I. If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the BOARD.
- J. Upon completion or termination of a student's SLP, or termination of this Agreement, PROVIDER shall turn over to the BOARD all student records of the BOARD's eligible students to whom the PROVIDER has provided services under this Agreement.
- K. The Monthly Attendance Roster must include the name of each student, the name of the PROVIDER, the employee who rendered the service, and the start time and end time of such service and be from Cayen System's Supplemental Services Tracker program. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name and print their full name on the attendance sheet at the end of each session the student attends. Any changes to any of the information must be initialed by the parent/guardian or parent/guardian designee.
- L. All student Progress Reports shall be on the BOARD provided Monthly Progress Report form. PROVIDER must monthly notify each student's parents and teachers of the student's progress. If requested by the BOARD or a parent, the PROVIDER must give these reports in the home language, which can include English, Spanish, and Creole.

13. START OF TUTORING

- A. PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the BOARD approved student enrollment list being provided at least twenty (20) days prior to the start date.
- B. Tutoring must commence within twenty (20) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of student that the BOARD has assigned to the PROVIDER, the BOARD will reassign any students that have not started tutoring within twenty (20) calendar days and PROVIDER will not receive any incoming students from BOARD's future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of the enrolled students. Failure to start tutoring with the remaining 20% of students will result in BOARD reassigning the un-served students within twenty (20) calendar days to a new company.
- C. PROVIDER may not initiate services for any student until the SLP has been approved by appropriate School District of Indian River County staff.

14. TUTORING SERVICES

- A. PROVIDER must deliver services in compliance with PROVIDER's state-approved application.
- B. Tutoring sessions must be related to each student's goals as identified on the approved SLP. If it is found that tutoring is not in conformity with the PROVIDER's state-approved application, the student's SLP or the student's monthly Attendance Roster, then that tutoring session will not be paid for by the BOARD and the PROVIDER must submit a written plan to the BOARD SES Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may resume.
- C. PROVIDER shall limit tutoring to six (6) hours per week.
- D. SES instruction shall be provided beyond the regular school day and begin no later than 7:00 P.M.
- E. A schedule of tutoring services shall be provided to the BOARD for every enrolled student. This schedule shall include the student's name, the PROVIDER name, the employee rendering the services, the location of the services, dates and times of the services and the instructional delivery model for the services (i.e. individual tutoring, small group tutoring, on-line tutoring, etc...).
- F. PROVIDER shall enter student attendance into Cayen System's Supplemental Services Tracker system every two (2) weeks.
- G. PROVIDER must continue to provide SES to eligible student who are receiving such services until June 30, 2013 or until exhaustion of BOARD funds per student allocation amount as determined and published by the Florida Department of Education.

15. PRE/POST ASSESSMENT AND REPORTING

- A. PROVIDER shall provide BOARD with the name of the assessment to be used, a description of the assessment to be used and a copy of pre/post assessment to be used by PROVIDER as identified in their state-approved application and on the schedule as indicated in Exhibit A.
- B. PROVIDER shall notify BOARD of the scheduled administration of the pre and post assessment. This notification shall include when the assessment is to be administered, where the assessment is to be administered and by whom the assessment is to be administered. At least two (2) days prior notice is required for the pre-assessment and at least ten (10) days prior notice is required for the post assessment.
- C. PROVIDER shall enter the pre and post assessment results in the Cayen systems Supplemental Services Tracker System within five (5) days of administration date.
- D. PROVIDER shall provide a report of the pre and post assessment results to BOARD and PARENT with the required progress report for the month the assessment is administered.

16. MONITORING AND EVALUATION

- A. BOARD reserves the right to conduct unannounced on-site review inspection of the operations of the PROVIDER, including but not limited to all pertinent records for the purpose of financial audits and state/federal regulations regarding approved SLPs, signed students attendance rosters and pre/post-test results.
- B. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by BOARD representatives and shall be invited to participate in any review of each student's progress by the BOARD representative. BOARD representatives shall have access to observe each student at work, observe the instructional setting, interview the PROVIDER and tutor, review each student's progress and observe the administration of the post-assessment.

17. INSPECTION AND AUDIT

- A. PROVIDER shall provide access to records or reports, or other matters relating to the Agreement, upon request by BOARD or appropriate federal agency. During the term of this Agreement, and for five years thereafter, the PROVIDER shall maintain detailed records of all the services rendered pursuant to this contract, including student eligibility information, employee records, progress reports, lesson plans, invoices, and all other documentation associated with providing SES to eligible students in the district.
- B. The BOARD, its auditors and representatives, auditors and representatives of the state education department, and ESDE shall have the right to examine and inspect such records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

18. RETURN OF DOCUMENTS

- A. Upon completion or termination of a student's SLP, or termination of this Agreement, the PROVIDER shall provide all SES student records under its custody or control to the BOARD.

19. COMPLIANCE WITH POLICIES AND LAWS

PROVIDER will ensure that, during the term of this Agreement, they will comply with all federal, State Board of Education, and local statutes, laws, ordinances, rules and regulations relating to the provision of SES including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement and shall comply with BOARD policies related to health, safety, and civil rights, including but not limited to the Americans with Disabilities Act, Section 504 of the Rehabilitation Act and with Individuals with Disabilities Act (IDEA). PROVIDER shall comply with all current BOARD policies. BOARD's policies are located at: <http://www.indianriverschools.org/sites/SchoolBoard/Board%20Policies/Forms/AllItems.aspx> and are incorporated herein. It shall be PROVIDER's responsibility to comply with all School BOARD Policies as they may be modified from time to time during the term of this Agreement. PROVIDER shall abide by all applicable federal, state and local laws.

A. PROVIDER EMPLOYEES

1) QUALIFICATIONS

- (1) PROVIDER employees will meet the minimum qualifications for Title I paraprofessionals, and/or as specified in the PROVIDER state-approved application for SES.

2) CODE OF ETHICS

- (1) All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERs may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.
- (2) Recruitment of students on behalf of PROVIDER by BOARD employees is strictly prohibited. BOARD employees shall not be offered incentives and bonuses for recruiting students for the PROVIDER.
- (3) As reflected in the Assurances Section of the PROVIDER's state-approved application, PROVIDER agrees to adhere to the SES Provider Code of Ethics of the Education Industry Association (EIA) as revised January 8, 2008, a copy of which is attached to this Agreement as Exhibit E

3) CONFLICT OF INTEREST

- (1) PROVIDER shall furnish to the BOARD a valid copy of the most recently adopted partnership agreements, Articles of Incorporation, or bylaws of the corporation and a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) on the schedule as indicated in Exhibit A and agrees to update said information in a timely manner as changes in such governance occur.
- (2) PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with the BOARD.
- (3) Any employees of PROVIDER that are also employees of the BOARD shall be immediately disclosed to the BOARD, with such disclosure to be in writing to the SES PROVIDER/School BOARD and on the schedule as indicated in Exhibit A.
- (4) Such employment by PROVIDER of School BOARD employees must be in accordance with School Board Rule.
- (5) School BOARD employees hired by the PROVIDER must sign and submit BOARD Expectations and Guidelines form Exhibit D and on the schedule as indicated in Exhibit A.

4) CONDUCT OF PROVIDER EMPLOYEES

- (1) All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.
- (2) BOARD reserves the right to refuse to allow a PROVIDER employee to provide SES for the BOARD for inappropriate conduct or dress.

5) FINGERPRINT/BACKGROUND CHECK

- (1) The BOARD and PROVIDER shall be governed by §1012.32 and § 1012.465, Florida Statutes.
- (2) PROVIDER employees shall submit to a background check and fingerprinting as follows:
- (a) All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds, must meet Level 2 screening requirements as described in §1012.32, Florida Statutes.
- (b) PROVIDER agrees for all employees to undergo a background check and fingerprinting if he/she is an individual who meets the above conditions and to require that all individuals in the organization who meet any of the above conditions to submit to a background check, including fingerprinting by the School District's Personnel Department, at the sole cost to the PROVIDER or employee.
- (c) Screening must be completed and credentials issued by the BOARD prior to the screened individual having access to students or to the school grounds and submitted to the BOARD on the schedule as indicated in Exhibit A.
- (d) If PROVIDER can demonstrate that it is not practicable to have the fingerprinting done by the School District's Personnel Department, PROVIDER will be permitted to have the fingerprinting and clearance done by another appropriate agency, with the report of the results to be immediately transmitted to the School District's Personnel Department which shall be the sole determiner of clearance.
- (e) PROVIDER employee shall not begin providing services contemplated by this Agreement until PROVIDER receives notice of clearance by the BOARD.
- (f) BOARD, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of PROVIDER (or discontinuation of the PROVIDER's services) on the basis of these compliance obligations.
- (g) PROVIDER agrees that neither PROVIDER, nor any employee, agent or representative of PROVIDER, who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes § 435.04, will have contact with children or any student of the School District nor will they enter onto any school site.
- (h) BOARD will not reimburse any SES provided by PROVIDER employee prior to the date of fingerprinting/background clearance
- (i) BOARD reserves the right to prohibit any PROVIDER employee from having contact with students on BOARD property if the BOARD has reason to believe that the safety or health of the students might be in jeopardy.
- (j) PROVIDER employees already listed in the Vendor Clearance Database and existing BOARD employees will not need to be re-fingerprinted as they are already in the background clearance database.

- (k) If PROVIDER hires a BOARD employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to the BOARD's Finger Print Specialist for verification of clearance.
 - (l) PROVIDERS shall keep and submit a current list of all employees to the BOARD on a monthly basis in the invoice packet.
- 6) DRUG SCREENING**
- (1) PROVIDER agrees to conduct general drug screening on all employees who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds, in the manner set forth in School BOARD Rule.
 - (2) PROVIDER agrees that employees will not initiate SES until BOARD receives documentation of drug screening clearance as indicated on the schedule in Exhibit A.
 - (3) BOARD will not reimburse any SES provided by PROVIDER employee prior to the date of drug screening clearance.
 - (4) BOARD reserves the right to terminate any PROVIDER employee who has not passed drug screening clearance with BOARD from an earlier date, if applicable.
- 7) ID BADGES**
- (1) All PROVIDER employees must wear BOARD ID badges only if services are to be provided on BOARD campuses with the employees name and picture prominently displayed at all times while on BOARD property.
- 8) TUTOR TRAINING**
- (a) PROVIDER must submit the Tutor Training Log to the BOARD SES Coordinator prior to allowing a tutor to provide tutoring to any student(s).
 - (b) PROVIDER must sign the Tutor Training Log verifying that all tutors have been trained in the procedures listed below and have received the appropriate tutoring materials necessary to implement the PROVIDER's SES program as documented on the PROVIDER's stat-approved application.
 - (c) The Tutor Training Log must then be submitted to the BOARD so that the Board can verify that the trained tutor has been cleared through a Level 2 Background Check and has passed the Drug Screening.
 - (d) Upon such verification, the BOARD will approve the tutor to begin tutoring.
 - (e) If a tutor begins tutoring prior to BOARD approval, the tutoring time will not be paid for by BOARD.
 - (f) The PROVIDER must train the tutor in the administration of the PROVIDER's SES program, BOARD SES procedures (which shall be made available to provider at Provider Agreement Meeting) and PROVIDER procedures. The training must include, but is not limited to:
 - (i) **ACCIDENT/INCIDENT REPORT**
 1. PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.
 2. PROVIDER shall notify the BOARD within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.
 3. PROVIDER agrees to submit a written summary report of the occurrence to the School BOARD within three (3) days of original notification
 - (ii) **CHILD ABUSE REPORTING**
 1. PROVIDER assures the BOARD that all PROVIDER staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures as required by state law including but not limited to Florida Statutes 39.201.
 2. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children and will provide BOARD with a copy of the Agenda and the sign-in sheet as documentation.
 3. PROVIDER agrees that all staff members will abide by such laws in a timely manner.
 4. PROVIDER shall submit by facsimile and make, within twenty-four (24) hours an accident/incident report to appropriate authorities with a copy to the BOARD when it becomes aware of circumstances including but not limited to: allegations of molestation, child abuse, missing children under the PROVIDER's supervision
- 9) EMPLOYEE BENEFITS**
- (1) PROVIDER represents and warrants to BOARD that it will withhold income tax and social security tax for its employees and will maintain Worker's Compensation Insurance for each employee.
 - (2) PROVIDER understands that its employees will not participate in any employee benefit provided by the BOARD during hours of employment by PROVIDER.
- 10) INDEPENDENT CONTRACTOR**
- (1) PROVIDER is for all purposes arising under this Agreement, an Independent Contractor.
 - (2) Provider and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents, or employees of the BOARD.
 - (3) No officer, agent or employee of the BOARD or the PROVIDER shall be deemed an officer, agent, or employee of the other party.

- (4) Neither the PROVIDER nor the BOARD nor any officer, agent or employee thereof shall be entitled to any benefits to which employees of the other party are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave, or other leave benefits.

B. CONFIDENTIALITY AND NON-DISCLOSURE

- 1) PROVIDER is subject to all School District obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the PROVIDER acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.
- 2) PROVIDER agrees and signs the required School District of Indian River County Non-Disclosure Agreement (Exhibit B).

C. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

- 1) If PROVIDER is a State of Florida, or an agency or political subdivision of the State as defined by Section 768.28, Florida Statutes, PROVIDER shall furnish the BOARD, written verification of liability protection in accordance with Section 768.28, Florida Statutes.
- 2) At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Indian River County, Florida as a certificate holder and additional insured on all policies (except Worker's Compensation and Employee Liability). Certificates of coverage shall include adequate information to determine adequacy of coverage including but not limited to:
 - (a) Confirmation of deductibles for each policy and coverage
 - (b) Copy of additional insured endorsement.
 - (c) Copy of the endorsement providing thirty (30) day notice to the BOARD for cancellation, non-renewal, or major coverage change.
 - (d) Copy of endorsement providing waiver of subrogation
- 3) In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to BOARD
- 4) At all times during the Agreement Term, PROVIDER(s) shall, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the state of Florida, with a general Best's rating of "A-" or better and a financial size category of "IV" or better according to the A.M. Best rating Guide and acceptable to the BOARD, the following types of insurance:
 - a) **Commercial General Liability Insurance**
 - 1) Except as otherwise provided, the commercial General Liability Insurance provided by PROVIDER(s) shall conform to the requirements hereinafter set forth:
 - 2) PROVIDER's Insurance shall cover the PROVIDER(s) for those sources of Liability (Including but not by way of limitation, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office;
 - 3) The minimum limits to be maintained by PROVIDER(s) (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/\$3 million annual aggregate;
 - 4) Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without any application of a deductible or a self insured retention. The coverage for Property Damage Liability shall be subject to a maximum deductible of \$1,000 per occurrence; and
 - 5) PROVIDER(s) shall include the BOARD and its members, officers and employees as "additional insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the BOARD as Additional Insured using the latest Additional Insured Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The Certificate of insurance shall be clearly marked to reflect "The School BOARD of Indian River County, Florida, its members, officers, employees and agents as additional insured."
 - b) **Automobile Liability Insurance**
 - 1) The Automobile Liability Insurance shall conform to the following requirements:
 - 2) PROVIDER's Insurance shall cover the PROVIDER(s) for those sources of liability which would be covered by section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the state of Florida by the Insurance Services Office;
 - 3) Coverage shall be included on all owned, non-owned and hired autos used in connection with his agreement; and
 - 4) The minimum limits to be maintained by PROVIDER(s) (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/ and if subject to an annual aggregate, \$3 million annual aggregate.
 - c) **Workers' Compensation/Employers' Liability**
 - 1) The Workers' Compensation/Employers' Liability Insurance provided by PROVIDER(s) shall conform to the following requirements:
 - 2) PROVIDER's insurance shall cover the PROVIDER(s) (and to the extent its sub-contractors and sub-subcontractors are not otherwise insured), for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law; and

- 3) Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy shall be: EL Each Accident: \$500,000; EL Disease- Policy Limit: \$500,000; EL Disease- Each Employee: \$500,000.

d) Professional Liability Insurance

- 1) The Professional Liability Insurance provided by the PROVIDER(s) shall conform to the following requirements:
- 2) PROVIDER's Professional Liability insurance shall be on a form acceptable to the BOARD and shall cover those sources of liability typically insured buy Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification which is part of this agreement;
- 3) The insurance shall be subject to a maximum deductible not to exceed \$25,000;
- 4) If on a claims-made basis, the PROVIDER(s) shall maintain without interruption, the Professional Liability Insurance until (3) years after this agreement; and
- 5) The minimum limits to be maintained by PROVIDER(s) (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per claim/annual aggregate.
- 6) By appropriate rider or endorsements to such policies, BOARD shall be included as an additional insured under such policies, which endorsements or riders shall further provide that coverages thereunder shall be primary without right of contribution of any insurance carried by the BOARD.
- 7) Prior to commencement of services hereunder, PROVIDER(s) shall provide to BOARD's office of Risk and Benefits Management copies of the riders or endorsement described above.
- 8) Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the BOARD and the Students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the BOARD in writing at least (30) days prior to any cancellation, termination, non-renewal or modification to the PROVIDER's Policy(ies) required under this agreement.
- 9) Upon the execution of this agreement, PROVIDER(s) shall furnish to BOARD's Office of Risk and Benefits Management with Certificates of Insurance evidencing the PROVIDER's insurance coverage is consistent with the terms of the agreement.
- 10) PROVIDER(s) shall also provide copies of the policies to the BOARD.
- 11) PROVIDER(s) shall also provide the BOARD with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification.
- 12) PROVIDER(s) shall be in material breach of this agreement if PROVIDER(s) fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event the BOARD may terminate this agreement without further liability to the PROVIDER(s). Additionally the PROVIDER(s) shall be liable to the BOARD for any and all damages incurred due to the PROVIDER's failure to perform the agreement terms;

D. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

- 1) In the performance of work under this Agreement, PROVIDER shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but no be limited to the following:
 - a) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.
 - b) PROVIDER will post in conspicuous places, available for employees of PROVIDER and applicants for employment notices setting forth the provisions of the non-discriminatory clause.
- 2) PROVIDER shall meet all applicable federal, state, and local health, safety, and civil rights laws, and School BOARD Rules, including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act;
- 3) Where applicable, PROVIDER will provide multiple language materials to students and to parents/guardians.

E. INDEMNIFICATION/HOLD HARMLESS

- 1) PROVIDER shall, in addition to any other obligation, indemnify the Indian River County School BOARD and to the fullest extent permitted by law without waiving the School BOARD's sovereign immunity, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the PROVIDER, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law or statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by the PROVIDER or other party performing the work.
- 2) The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the PROVIDER under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.
- 3) Any costs or expenses, including attorney's fees, incurred by the School District of Indian River County to enforce this Agreement shall be borne by the PROVIDER.

- 4) PROVIDER recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the BOARD in support of the indemnifications in accordance with the laws of the State of Florida.
- 5) This article will survive the termination of this Agreement.

F. COPYRIGHT AND PATENT INFRINGEMENT LAWS

- 1) All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

G. PROHIBITED PRACTICES

- 1) PROVIDER is prohibited from offering any incentives to eligible students and/or their families to entice a student or a student's parent to choose a PROVIDER.
- 2) PROVIDER may award student incentives for performance or attendance, the total value of which may not exceed \$50.00 per student per year, after the PROVIDER has been chosen by the parent and enrolled by the BOARD.
- 3) Incentives must be earned by achievement or attendance.
- 4) PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign-up. Only student enrolled with a PROVIDER may be informed of achievement or attendance incentives.
- 5) PROVIDER shall not provide parent incentives.
- 6) PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent/guardian of such student.
- 7) PROVIDER must not defame the BOARD in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.
- 8) No funds made available shall be used in any way for lobbying or fundraising activities.

20. MUTUAL AGREEMENTS OF THE BOARD AND THE PROVIDER

A. STUDENT LEARNING PLAN

- 1) A Student Learning Plan (SLP) shall be developed by the District TITLE I staff and PROVIDER in consultation with parents/guardians for each eligible student whose parent/guardian elects to receive SES from the PROVIDER.
- 2) SLP will be based on academic performance data and can include a thorough assessment conducted by the state-approved SES PROVIDER. SLP must state the level of the student prior to the start of SES. The goals set forth in the SLP must address the specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and/or Next Generation Standards and be consistent with the student's IEP or 504 plan, if applicable. SLP shall include at least two (2) goals for each student. PROVIDER agrees to submit three (3) copies monthly of the student's progress report to the BOARD which shall be included with the monthly invoice for services. The SLP shall also contain the description of how the parent will be informed monthly of the student's progress. The SLP must be signed by the parent, the PROVIDER and by the BOARD before tutoring services can begin. PROVIDER and BOARD agree to make at least three (3) documented attempts to obtain parent's signature on the SLP.
- 3) Changes in any student SLP may only be made with the written consent of the BOARD in consultation with parents/guardians. Any changes to the SLP must be agreed upon and approved by all parties and a new SLP developed and signed by all parties. In the event that there is disagreement on the changes, BOARD reserves the right to make the final determination
- 4) PROVIDER, BOARD or parents/guardians may request a review of a student's SLP.
- 5) PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the BOARD before terminating any SLP. A student's SLP shall terminate if the student ceased to be enrolled in the School District of Indian River County or if the student transfers to a non-Title I school site within the district.
- 6) The parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, are agreed upon in advance and signed by the parents/guardians. In no event shall the agreed upon charges to the parent obligate the BOARD financially, nor shall the BOARD incur any obligation or expense in excess of the state/federal reimbursement amount as identified in Section 10 A above.
- 7) BOARD shall facilitate the development of the SLP in collaboration with PROVIDER and PARENT.
- 8) BOARD shall have the authority to identify the subject area(s) and benchmark(s) to be addressed in the SLP.
- 9) In collaboration with BOARD and PARENT, PROVIDER shall develop the specific goals for the student related to the identified benchmark and the specific timetable for improving the student achievement.
- 10) PROVIDER shall identify percentage of progress toward each goal and report progress monthly for each goal. BOARD may terminate this Agreement if the PROVIDER fails to meet the student progress
The student's SLP Must be approved by appropriate School District of Indian River County staff.

B. SOURCE OF FUNDS AND LIMITATIONS

- 1) Nothing in this Agreement shall be construed to require the BOARD to meet its financial obligations with funds or sources of funding that are not specifically provided pursuant to, and available for expenditure under, the No Child Left Behind Act of 2001.
- 2) Nor does this Agreement create a multiple fiscal year obligation, and any financial commitment on the part of the BOARD contained in this Agreement is subject to annual appropriation by the BOARD, federal and or state governments, as applicable, and the Parties agree that the School BOARD has no obligation to fund the financial obligations under this Agreement other than for the then-current

year of the Agreement term and subject to the requirements of the No Child Left Behind Act of 2001, or until the Agreement is terminated, if terminated during the term of the Agreement.

C. AMENDMENT

- 1) This Agreement may be modified or amended only with the mutual consent of both parties
- 2) All amendments must be in writing, executed by both parties and approved by the BOARD.
- 3) No change in this Agreement or in the SLP shall result in BOARD financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to BOARD.

D. INDEPENDENT CONTRACTOR

- 1) This Agreement is by and between two independent agents and is not intended to and shall not be construed to create an agent, servant, employee, partnership, joint venture, or association relationship between the parties hereto.
- 2) PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.
- 3) The parties shall in no event be construed to be partners, joint venturers or associates of the other in the conduct of each party's business, nor shall the BOARD be liable for the debts of the PROVIDER in the conduct of the PROVIDER's business.
- 4) PROVIDER and any person working for or on behalf of the PROVIDER shall at all times be, and be regarded as, independent contractors, and are in no manner employees, servants, or agents of the School BOARD.
- 5) PROVIDER and any person working for or on behalf of the PROVIDER shall provide all necessary materials to effectively perform their duties.
- 6) PROVIDER agrees to comply with all applicable laws, including but not limited to state, federal and local tax laws; local and state laws concerning the licensing and operation of a business of the nature contemplated herein; local and state laws relating to health and safety; state and federal laws relating to nondiscrimination in employment; workers' compensation laws; and state and federal wage and hour laws;

E. SUBCONTRACT AND ASSIGNMENT

- 1) Neither PROVIDER nor BOARD may sub-contract, assign or transfer any interest in this Agreement without the prior written consent of the other party.
- 2) Such approval shall be attached and made part of this Agreement.
- 3) Subcontracts may be entered into only with PROVIDERS certified by the Florida Department of education.
- 4) Any sub-contractor assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

F. DEFAULT

- 1) Failure on the part of PROVIDER to comply with or fulfill any term, condition, or timeline as specified in this Agreement, or the Student Learning Plan, will be sufficient to place the PROVIDER in Default of its obligations under this Agreement.
- 2) If BOARD determines that the PROVIDER is in Default as described, above BOARD shall notify the PROVIDER in writing immediately and shall have the right to withhold payment of outstanding invoices.
- 3) PROVIDER shall have seven (7) calendar days from receipt of Default Notification from the BOARD to respond in writing with a plan to cure said Default.
- 4) If the Default is not cured within fifteen (15) calendar days of BOARD, notification to PROVIDER, BOARD may, at its sole discretion terminate the Agreement.
- 5) If the Agreement is terminated under this Default provision, BOARD shall only be liable for payment for services provided through the termination date, at the sole discretion of BOARD. In no event shall PROVIDER be paid for any work not actually performed or for lost profits.
- 6) If the Agreement is terminated under this Default provision and in the event that BOARD then determines to have the Agreement completed by another PROVIDER, PROVIDER shall be liable for any costs of completion in excess of that called for in this contract.
- 7) If it is determined that the cause of the Default will endanger the health, safety, or welfare of students of Indian River County Public Schools receiving SES from PROVIDER, then this Agreement may be terminated immediately;

G. TERMINATION

- 1) The Agreement terminates automatically upon payment of the total amount for supplemental services or as of the close of business on the specified ending date of the Agreement, unless the Agreement has been terminated under the terms listed below.
- 2) BOARD shall retain the right to terminate this Agreement with or without cause upon twenty (20) calendar days prior written notice. PROVIDER may also elect to terminate this contract upon twenty (20) days written notice; however, in no event shall PROVIDER's exercise of its right to terminate this Agreement alleviate the PROVIDER of its responsibilities to complete any existing SLP's.
- 3) Should PROVIDER terminate this Agreement or withdraw from providing services after signing this Agreement and when the minimum number of children to be served has been met, the BOARD will report the PROVIDER to the Florida Department of Education and PROVIDER will be removed from the state-approved list for the current school year for the School District of Indian River County.
- 4) Upon termination that is not occasioned by the PROVIDER's default, BOARD shall pay, without duplication, for all services satisfactorily performed up to the date of termination. In consideration of this payment, PROVIDER waives all rights to any further payment from the BOARD;

- 5) In the event that it is determined that a termination for cause was unjustified, the termination shall be deemed a termination for convenience and PROVIDER shall be entitled to payment only for work actually performed prior to the termination and to any additional sums.
- 6) Notwithstanding part G(2) of this Section, the Board may terminate this contract with Providers immediately if there is any breach or action by Provider that is reasonably perceived by the School District of Indian River personnel, to create an unreasonable risk of harm or is detrimental to the interest of the students.

H. NON-EXCLUSIVITY

- 1) This Agreement does not grant to PROVIDER any exclusive privileges or rights; BOARD may contract with other PROVIDERS for the procurement of comparable services.
- 2) BOARD makes no commitment to request from PROVIDER any minimum or maximum amount of services hereunder, except as otherwise set forth in this Agreement.

I. SEVERABILITY

- 1) If any provision of this Agreement is held in whole or in part to be unenforceable or invalid by BOARD for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in full force and effect

J. DISPUTE RESOLUTION

- 1) Disputes between BOARD and PROVIDER concerning the interpretation of, requirements, or performance of the Agreement shall be submitted in writing and delivered in person or by certified mail to Cynthia Rountree, Director of Instructional Support, School District of Indian River County, 1990 – 25th Street, Vero Beach, FL 32960.
- 2) PROVIDER shall have the right to submit written documentation concerning the dispute and BOARD shall conduct a fair and thorough investigation concerning the dispute.
- 3) The determination shall be made by the Superintendent's designee, and shall be made in writing. If the determination of the BOARD results in termination of this contract, PROVIDER will be given ten (10) calendar days written notice and may appeal the decision to the FDOE, which shall be responsible for rendering a final written determination that will be binding on the parties

K. GOVERNING LAW

- 1) This Agreement shall be construed in accordance with the laws of the State of Florida.
- 2) PROVIDER agrees to be bound by any amendments to any State or Federal laws referenced in this Agreement or which impact the SES described herein upon the effective date of such amendments.
- 3) Any dispute with respect to this Agreement is subject to the laws of Florida, venue shall be exclusively in Indian River County, Florida.

L. ENTIRE AGREEMENT

- 1) This Agreement represents the entire agreement between the parties. No other promises or agreements have been made other than those in the Agreement.
- 2) This Agreement supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The parties have incorporated into this Agreement their entire understanding of the requirements under this agreement.
- 3) Each party acknowledges that it has read this Agreement carefully, fully understands the meaning of the terms of this Agreement, and is signing this Contract knowingly and voluntarily.
- 4) The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Agreement shall not be construed as a waiver or relinquishment for the failure of any such term or provision, and the same shall continue in full force and effect.
- 5) No waiver or relinquishment of any rights or privileges established by this Agreement shall be deemed to have been made by either party unless in writing and signed by the parties; and

M. NOTICES

- 1) Every notice, approval, or consent authorized or required by this Contract shall not be effective unless same shall be in writing and sent postage prepaid by Unites States Certified Mail, directed to the other party at the address hereinafter provided or such other address that from time to time either party may designate upon notice and agreement of both parties in accordance herewith shall be directed to the parties at their respective address as follows:

As to the PROVIDER:

Signed and effective this 7th day of September, 20 12

Name of Supplemental Educational Service PROVIDER:

Higher School Publishing Co.

Tax Identification Number: 03-0413111

Signature of Supplemental Educational Service PROVIDER Authorized Representative:

As to the School BOARD:

Superintendent of Schools

School District of Indian River County

1990-25th Street

Vero Beach, FL 32960

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

SCHOOL BOARD OF INDIAN RIVER COUNTY

By:

Chairperson

Attested By:

Superintendent

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EXPEDITIONARY LEARNING

247 West 35th Street
Eighth Floor
New York, NY 10001
212-239-4455 tel
212-239-8287 fax
www.elschools.org

TAX ID # 06-1576405

SCOPE OF SERVICES AND COST OF A PARTNERSHIP BETWEEN EXPEDITIONARY LEARNING AND GLENDALE ELEMENTARY SCHOOL

Start date: September 1, 2012

End date: August 31, 2013

School and District Information

Name of School: Glendale Elementary School

Street or P.O. Box: 4940 8th Street

City, State, Zip: Vero Beach FL 32968

School Phone: 772 978 8050

School Fax: 772 978 8098

School Website: www.indianriverschools.org/schools/Glendale

School District: School District of Indian
River County

Superintendent: Dr Fran Adams

District Phone: 772 564 3000

District Website: www.indian-river.k12.fl.us/sites/main

Principal/Director: Mary Ellen Schneider

Principal's Phone: 772 978 8050

Principal's Email: maryellen.schneider@indianriverschools.org

Billing Contact Person: Rick Chuma

Billing Phone: 772 564 5050

Billing Fax:

Billing Email: rick.chuma@indianriverschools.org

Additional School or District Contacts: Send bills to Rick Chuma at

Billing Address: Accounts Payable

Street or P.O. Box: 1990 25th Street

City, State, Zip: Vero Beach FL 32960

PLEASE SIGN AND RETURN FULL, ORIGINAL MOU TO THE REGIONAL FIELD DIRECTOR

Name: Angela Jolliffe

Street of P.O. Box: 2704 Resnik Circle East

City, State, Zip: Palm Harbor FL 34683

**SEND ALL PAYMENTS TO STEPHANIE LAWKINS, CFO, EXPEDITIONARY LEARNING
247 WEST 35TH ST., 8TH FLOOR, NY, NY 10001**

Expeditionary Learning MOU – 2012-2013



SCOPE OF CONTRACTED SERVICES

This Memorandum of Understanding covers the period from September 1, 2012 through August 31, 2013, in the multi-year partnership between Glendale Elementary School and Expeditionary Learning. During this period, Expeditionary Learning will provide a package of services to faculty and school leaders to foster the full implementation of the Expeditionary Learning school reform design.

The cost for this year's Memorandum of Understanding (MOU) is \$44,000.00

Expeditionary Learning will provide the following package of contracted services:

Direct School Services

20 DIRECT SERVICE DAYS DELIVERED BY EXPEDITIONARY LEARNING STAFF

Direct service includes professional development and technical assistance provided by EL staff that is focused on the goals and outcomes articulated in the work plan. Direct service days may also include days during which EL staff accompanies a group of teachers from the school to an Expeditionary Learning professional development event to provide further intensive work.

The costs associated with direct school services also covers:

- All off site time EL staff use to plan the direct service work, complete reports and create materials for the school.
- Time the school designer uses to work with teachers electronically or by phone, such as providing feedback on expedition plans, writing reports for the school, planning future professional development with the principal and/or instructional guide, and ongoing consulting or planning time for the school with the regional director or other school designers.
- All Expeditionary Learning staff travel costs have been budgeted into the total MOU amount and are included as part of the direct school services cost.

All Direct School Service days must be used before August 31, 2013. No days can be carried into the next Expeditionary Learning fiscal year that begins on September 1, 2013 and ends on August 31, 2014.

Slots Allocated for Off-Site Professional Development

Logistical Information and Agreements Regarding Off-site Professional Development:

- College credit will be available for most offerings through a partnership with the University of Denver. Costs for college credit are separate from this MOU.
- All slots must be used before August 31, 2013. No slots can be carried over into the next EL fiscal year that begins on September 1, 2014. In the event that the school designee desires to substitute one purchased slot for another equally priced slot, s/he can do so with written permission of the EL Regional Director as long as the change occurs at least 14 days prior to the purchased institute start date. Substitutions are NOT permitted if the purchased institute has already occurred or is within 14 days of occurring.
- Changes to an MOU that involve an increase or decrease to the total price require an addendum that must be written by the EL Regional Director and signed by both parties.
- As part of the registration process, each participant must agree to arrive on time, participate in the full daily schedule (often longer than a normal work day), and stay for the full duration of the event. The planned daily schedule is outlined in the registration confirmation letter. This work-day applies to local commuters and overnight guests alike.
- Start and end times for each event are available on line as a part of registration.



- The principal must take responsibility for travel arrangements to ensure that participants arrive on time and stay for the entire event.

4 SLOTS: SITE SEMINARS- LOCATIONS AND DATES (SCHOOL WILL SELECT)

- Two-day visits to highly performing Expeditionary Learning schools.
- School will select specific EL site seminars from 2012-2013 list.
- Travel costs (up to \$2400.00) for site seminar attendance are included in this scope of services for Glendale staff.

EXPEDITIONARY LEARNING NETWORK MEMBERSHIP:

Number of school staff members for the period covered by this MOU: all Glendale staff. This membership covers a percentage of overhead associated with a wide range of services provided to the school. These include but are not limited to:

- Ability to purchase additional off-site professional development slots at network prices.
- Copies of *The Expeditionary Learning Core Practice Benchmarks* for each staff member.
- Access to Expeditionary Learning's EL Commons and on-going technical support and upgrades.
- Access to the on-line Expeditionary Learning Archive of Student Work.
- Access to the on-line Expeditionary Learning Planner
- Ability to advertise job openings on the Expeditionary Learning website.
- Copies of materials for on-site work at schools for each staff member.
- School-specific support from the regional field director including consultation, travel to schools, budget preparation, and support of the implementation review process.
- Eligibility for Fund for Teachers scholarships—value up to \$5,000 per person or \$10,000 per team of teachers.
- Central office accounting and billing services.

COST AND PAYMENT

Total value of the Expeditionary Learning services for 2012–2013 is \$44,000.00.

Payment Plan and Schedule

An initial payment of: \$22,000.00	is due on: 11/15/2012
A second payment of: \$22,000.00	is due on: 3/15/2013

***Please note: Invoices past due beyond 30 days will be charged an additional 1.5 percent interest each month that the balance remains unpaid.**

**Mail ALL PAYMENTS to:
Stephanie Lawkins, Chief Financial Officer
Expeditionary Learning
247 West 35th St., Eighth Floor**



New York, NY 10001

Agreement

Expeditionary Learning and Glendale Elementary School agree to the above scope of services from September 1, 2012 to August 31, 2013. This scope of services may be changed only in writing and must be signed by both parties.

Expeditionary Learning's intellectual property remains the property of Expeditionary Learning, and Expeditionary Learning will have perpetual license to use any content developed by teachers or school leaders in Expeditionary Learning network schools, while such content shall remain the property of the school or the creator(s) per school policy.

Ronald P. Jalluffi
Expeditionary Learning Representative

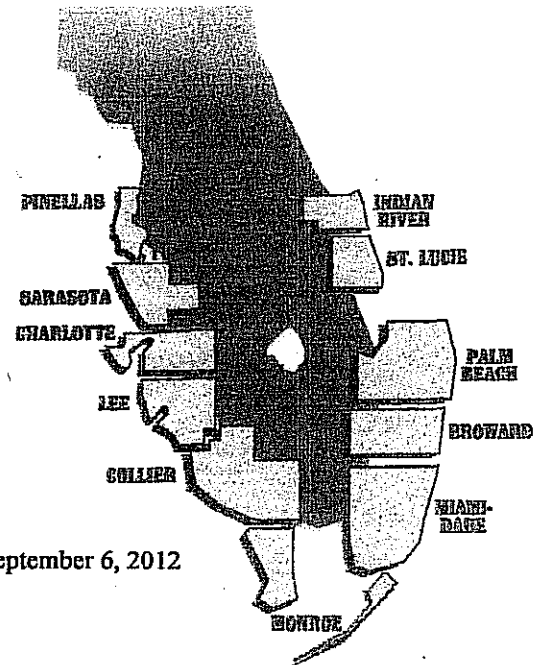
Title: *Regional Director*
Date: *8/10/12*

Mary Ellen Schneider
School Signatory

Title: *Principal*
Date: *8/10/12*

Greater Florida Consortium of School Boards

Dr. Lawrence Feldman, President
c/o School Board of Miami-Dade County, Florida
1450 N. E. Second Avenue, Suite 700
Miami, FL 33132
(305) 995-1334



MEMORANDUM

September 6, 2012

TO: Dr. Francis J. Adams, Superintendent
Indian River County School District

FROM: Dr. Lawrence Feldman, President
Greater Florida Consortium of School Boards

SUBJECT: 2012-13 DUES INVOICE

Below you will find the invoice for dues in the Greater Florida Consortium of School Boards for this next year, 2012-13. The dues will continue at \$3,000 annually. There is no increase. We would appreciate it if you would have this invoice processed as soon as possible.

DISTRICT DUES FOR 2012-13

AMOUNT DUE: \$3,000.00

PLEASE MAKE CHECK PAYABLE TO:

GREATER FLORIDA CONSORTIUM OF SCHOOL BOARDS
c/o Miami-Dade County School District

AND MAIL TO:

Connie Pou, Comptroller
Miami-Dade County School District
1450 N. E. Second Avenue, Suite 664
Miami, FL 33132

cc: Judy Stang

*Broward County, Charlotte County, Collier County, Indian River County, Lee County, Miami-Dade County,
Monroe County, Palm Beach County, Pinellas County, St. Lucie County, Sarasota County*

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

Today's Date: 8/23/2012

Policy Number: 10.04

Policy Title: Smoking in Buildings

Check one of the following:

New Policy:

Amendment: XX

Repeal:

I. Summary of Proposed New or Revised Policy:

Eliminate outdated language and specify that the policy applies to all property owned, leased, or occupied by the School System.

II. Estimated Economic Impact: \$ None

III. Referenced Statutes:

Authority: 1001.41, 1001.51, 1001.49, 1001.42, 1001.43 (F.S.)

Implemented: 1001.42, 386.209 F.S. (F.S. and/or FSBE)

IV. Indian River County School Board (Ms. Stang will complete after adoption.)

Date Adopted by IRCSB: _____

Date Amended by IRCSB: / /

Date Repealed by IRCSB: / /

V. School Board Authorization:

Action Initiated by: School Board Members

Approved by: [Signature]
(Signature of) Superintendent/School Board Secretary

Do not write below this line.

School Board Recording Secretary:

- | | |
|---|-------------------|
| 1. Discussion Agenda Item: Workshops | <u>9/11/2012</u> |
| 2. Action Agenda Item - Date for Public Hearing | <u>9/25/2012</u> |
| 3. Legal Notice | <u>10/1/2012</u> |
| 4. Public Hearing/Adopted Date (Action Item) | <u>11/13/2012</u> |

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

10.04 ~~SMOKING/ IN BUILDINGS~~ TOBACCO PRODUCTS PROHIBITED

~~A. Educational Facilities~~

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

~~B. Ancillary Facilities and Grounds~~

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

~~C. Vehicles~~

~~Smoking is prohibited in all School District vehicles.~~

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

Authority: 1001.41, 1001.42, 1001.43, 1001.49, 1001.51 F.S.

Implemented: 1001.42, 386.209, F.S.

Amended: 1/16/84, 8/28/01, 10/14/03, 12/9/08, 2/14/2012

EXHIBIT "B"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE
and
SCHOOL DISTRICT OF INDIAN RIVER COUNTY

FINANCIAL ARRANGEMENTS

I. Effective Date

The effective date of this Exhibit is January 1, 2013.

II. Monthly Payments.

- A. Each month, Administrator will notify the Employer of the amount due to satisfy the previous month's paid claims liability. Administrator also will provide the Employer with a detailed printout of the previous month's claims payments. The Employer agrees to pay the full amount of the bill within ten (10) days of the written notification. If the payment is not received by Administrator by the payment due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, Administrator will immediately suspend claims until payment is received by Administrator.
- B. The Employer agrees to pay to Administrator, each month during and after the term of this Agreement, an administrative fee, as set forth below. The Employer agrees to pay to Administrator, each month, the administrative fee within ten (10) days of the written notification of the amount due. If payment is not received by Administrator by the due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, Administrator will immediately suspend claims until payment is received by Administrator.

III. Funding Information

- A. Method of Funding Transfer: ACH

IV. Administrative Fees:

A. Administrative fees during the term of the Agreement:

\$50.50 per contract per month from January 1, 2013 through December 31, 2015

B. Florida Blue will pay the following annual wellness contributions to be utilized by the Employer for any wellness related initiatives or activities.

- Florida Blue will provide Employer with a wellness contribution in the amount of \$150,000 paid after Employer's board approves this Agreement.
- Florida Blue will provide Employer with an additional wellness contribution in the amount of \$75,000 paid after October 1, 2013, provided the Agreement is still in effect.

C. Administrative fees after the termination of the Agreement: 15% of claims paid.

D. If the contract is terminated by the School District of Indian River County from January 1, 2014 through January 1, 2016, the following fees will be applied:

- on or before January 1, 2014, the termination fee is \$525,000, paid within 60 days of termination to Administrator;
- on or before January 1, 2015, the termination fee is \$450,000, paid within 60 days of termination to Administrator;
- on or before January 1, 2016, the termination fee is \$375,000, paid within 60 days of termination to Administrator.

V. Late Payment Penalty

A. A daily charge of .00038 times the amount of overdue payment.

VI. Expected Enrollment

A. The administrative fees referenced above are based on an expected enrollment of: 2,357.

B. If the actual enrollment is materially different from this expected enrollment, Administrator reserves the right to adjust the administrative fees as set forth in the Agreement. Actual administrative fees will be charged based on actual enrollment.

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on July 13, 2013 is by and between Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue (hereinafter called the "Administrator") and School District of Indian River County (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between the Administrator and the Employer (hereinafter "Agreement") effective July 1, 2002 is amended as follows:

1. Section I, subsection 1.1, is hereby amended to extend the term of the Group Health Plan until December 31, 2015 unless the Agreement is terminated earlier in accordance with the terms of the Agreement.
2. Exhibit B to the Agreement is hereby amended, effective January 1, 2013. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.
3. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties.

BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC. D/B/A FLORIDA
BLUE

SCHOOL DISTRICT OF INDIAN
RIVER COUNTY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Summary of Capital Improvement Program

Project	Total	Prior to 2013	FY 2013 - FY 2017	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
New Construction								
New Construction and Additions								
Citrus Elementary School Expansion	3,000,000	3,000,000						
Fellsmere Café. Expan & Clsmr Addn	9,000,000	9,000,000						
Sebastian River HS Addition	13,000,000	13,000,000						
Treasure Coast Elementary Expansion	3,500,000	3,500,000						
Subtotal New Construction and Additions	28,500,000	28,500,000	0					
Subtotal New Construction	28,500,000	28,500,000	0					
Comprehensive Needs								
Modernizations & Replacements								
Citrus Mechanical Rehabilitation	750,000	0	750,000	750,000				
County Office (IT Dept) Air Conditioning Improvements	75,000	0	75,000	75,000				
Gifford Middle Chiller Replacement	750,000	0	750,000	750,000				
Osceola Relocate To Thompson	3,200,000	2,700,000	500,000	500,000				
Sebastian River High School Lights/EMS	730,000	0	730,000	730,000				
Sebastian River Middle (TES) Thermal Energy Storage	736,225	0	736,225	736,225				
Sebastian River Middle School Interior Remodel	100,000	0	100,000	100,000				
VBHS Freshman Learning Center Soccer/Lacrosse Fields	100,000	0	100,000	100,000				
Vero Beach EI Replacement	20,174,852	20,174,852						
Vero Beach High School/PAC/FLC	3,500,000	0	3,500,000	3,500,000				
Subtotal Modernizations & Replacements	30,116,077	22,874,852	7,241,225	7,241,225				
Subtotal Comprehensive Needs	30,116,077	22,874,852	7,241,225	7,241,225				
Other Items								
Capital Maintenance								
Capital Maintenance/Hlth & Life Safety	21,909,256	17,484,256	4,425,000	825,000	900,000	900,000	900,000	900,000

Project	Total	Prior to 2013	FY 2013 - FY 2017	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
HVAC Repair and Replace	2,375,562	1,800,000	575,562	575,562				
Subtotal Capital Maintenance	24,284,818	19,284,256	5,000,562	1,400,562	900,000	900,000	900,000	900,000
Safety, Security, and Environmental								
Beachland El Expansion	4,440,000	465,000	3,975,000	325,000	1,150,000	1,389,295	1,110,705	
Gifford Middle Kalwal Roof Replacement	800,000	0	800,000	800,000				
Oslo Middle School Rehabilitation	905,000	0	905,000	905,000				
Oslo Middle Traffic Loop/Wetlands Improvements	150,000	0	150,000	150,000				
Sebastian River Middle Locker Room/Gym Renovations	1,000,000	0	1,000,000	1,000,000				
Treasure Coast & New Liberty Fire Wall	100,000	0	100,000	100,000				
Vero Beach High School Citrus Bowl Field Rehab	100,000	0	100,000	100,000				
Vero Beach High School Firedoors	115,000	0	115,000	115,000				
Subtotal Safety, Security, and Environmental	7,610,000	465,000	7,145,000	3,495,000	1,150,000	1,389,295	1,110,705	
Relocatables								
Relocatable Leasing	25,939,158	21,239,158	4,700,000	700,000	1,000,000	1,000,000	1,000,000	1,000,000
Subtotal Relocatables	25,939,158	21,239,158	4,700,000	700,000	1,000,000	1,000,000	1,000,000	1,000,000
Educational Technology								
District Technology	11,833,802	9,333,802	2,500,000	500,000	500,000	500,000	500,000	500,000
Subtotal Educational Technology	11,833,802	9,333,802	2,500,000	500,000	500,000	500,000	500,000	500,000
Furniture & Equipment								
Performing Arts Allocation Districtwide	235,000	0	235,000	235,000				
School Buses/Vehicles	13,850,330	9,550,330	4,300,000	900,000	700,000	800,000	900,000	1,000,000
Subtotal Furniture & Equipment	14,085,330	9,550,330	4,535,000	1,135,000	700,000	800,000	900,000	1,000,000
Debt Service and Operations								
J A Thompson Administrative Ctr Lease	225,000	0	225,000	45,000	45,000	45,000	45,000	45,000
Subtotal Debt Service and Operations	225,000	0	225,000	45,000	45,000	45,000	45,000	45,000
Reserves and Contingencies								
Other Projects District Wide	14,213,548	5,698,347	8,515,201	401,121	817,010	1,247,009	2,086,962	3,963,099
Subtotal Reserves and Contingencies	14,213,548	5,698,347	8,515,201	401,121	817,010	1,247,009	2,086,962	3,963,099
Subtotal Other Items	98,191,656	65,570,893	32,620,763	7,676,683	5,112,010	5,881,304	6,542,667	7,408,099

Project	Total	Prior to 2013	FY 2013 - FY 2017	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
Total Projects	156,807,733	116,945,745	39,861,988	14,917,908	5,112,010	5,881,304	6,542,667	7,408,099

Project Title : Citrus Elementary School Expansion

Project Type : New Construction and Additions

Project ID : 9012ES90014

Planning Zone : South Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction	\$3,000,000	\$3,000,000						
Furniture & Equipment								
Other								
Total	\$3,000,000	\$3,000,000						

Construction includes Site Development

Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Addition of a 14 classroom building adding 179 PERMANENT student stations to replace temporary portable space as per the July 2010 Supplemental Educational Facilities Survey #4/Version 3. In addition the core spaces will need to be expanded in conjunction with bringing the school to a 750 student station capacity.

Student Stations After Project: 179

Capacity Before: 573

Capacity After: 750

Project Status: Planning

Design Start Date :

Construction Start Date :

Scheduled Open Date :

Justification

To alleviate overcrowding. As of the 10 day count approximately 675 students were enrolled at this school not including VPK.

Coordination

Design Start Date, Construction Start Date, Scheduled Open Date - TBD

Project Title : Fellsmere Café. Expan & Clsrm Addn**Project Type :** New Construction and Additions**Project ID :** 9000CF0001**Planning Zone :** North Area***Funding***

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design	\$500,000	\$500,000						
Construction	\$8,500,000	\$8,500,000						
Furniture & Equipment								
Other								
Total	\$9,000,000	\$9,000,000						
Construction includes Site Development			Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.					

Project Description

The cafeteria at Fellsmere has been historically inadequate in terms of seating space as well as kitchen area. Also, an Addition of a classroom building adding 220 PERMANENT student stations to replace temporary portable as per the July 2010 Supplemental Educational Facilities Survey #4/Version 3 bringing the school to a 750 student station capacity.

Student Stations After Project: 220**Capacity Before:** 543**Capacity After:** 750**Project Status:** Planning**Design Start Date :** 2011**Construction Start Date :** 2011**Scheduled Open Date :** 2013***Justification***

Permanent space will improve the learning environment, and allow us to remove all of the portables. As of the 10 day count approximately 663 students were enrolled at this school not including VPK.

Coordination

This project will be coordinated with the city of Fellsmere, Indian River County, the Health Department, appropriate school staff and the St. John's Water Management District.

Project Title : Sebastian River HS Addition

Project Type : New Construction and Additions

Project ID : 9000DS99032

Planning Zone : North Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design	\$1,775,000	\$1,775,000						
Construction	\$10,872,500	\$10,872,500						
Furniture & Equipment	\$352,500	\$352,500						
Other								
Total	\$13,000,000	\$13,000,000						

Construction includes Site Development

Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Current enrollment and anticipated growth in enrollment calls for the addition of additional capacity at the high school. The best way to configure the space is to create a freshman learning center, analogous to the FLC facility at Vero Beach High School. The Educational Plant Survey calls for nineteen classrooms and 4 science demonstration labs. Facilities is recommending the multipurpose room called for in the master plan for sports activities be postponed in favor of expanding the freshman learning center project to include replacement of the entire school's HVAC system. This will allow this project to show a return on investment for that portion of the funding, with a little more than 6 year payout. In addition, the net expenditure for this project will be \$1,000,000 less than previously projected by this substitution.

Student Stations After Project: 2470

Capacity Before: 1933

Capacity After: 2346

Project Status: Under Construction

Design Start Date : 2010

Construction Start Date : 2010

Scheduled Open Date : 2012

Justification

Current and project student enrollment requires an expansion of high school seats. The age of the school's HVAC system supports the change in scope to improve efficiency and save operating dollars.

Coordination

Planning and construction will be coordinated with school staff, St. John's WCD, maintenance and building department staff.

Project Title : Treasure Coast Elementary Expansion

Project Type : New Construction and Additions

Project ID : 9012ES99034

Planning Zone : North Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction	\$3,500,000	\$3,500,000						
Furniture & Equipment								
Other								
Total	\$3,500,000	\$3,500,000						

Construction includes Site Development

Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Addition of a 10 classroom building adding 152 permanent student stations to replace temporary portable space as per the July 2010 Supplemental Educational Facilities Survey #4/Version 3 to bring the school to a 750 student station capacity. In addition the 9 existing concretables will be refurbished and modified to look like a classroom building.

Student Stations After Project: 152
Capacity Before: 599
Capacity After: 750

Project Status: Planning
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

To alleviate overcrowding. As of the 10 day count approximately 641 students were enrolled at this school not including VPK.

Coordination

Design Start Date, Construction Start Date, Scheduled Open Date - TBD

Project Title : Citrus Mechanical Rehabilitation

Project Type : Modernizations & Replacements

Project ID : 9013ES90014

Planning Zone : South Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design	\$75,000			\$75,000				
Construction	\$675,000			\$675,000				
Furniture & Equipment								
Other								
Total	\$750,000			\$750,000				

Construction includes Site Development

Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Mechanical rehabilitation as identified by the Maintenance Department.
 Continuation of prior year project, replacement of aging plumbing and electrical components associated with the HVAC system.
 Critical infrastructure project needed for planned portable replacement project at Citrus Elementary.

Project Status: Planning
Design Start Date : 2012
Construction Start Date : 2013
Scheduled Open Date : 2013

Justification

Relocate and Rebuild worn out plumbing/mechanical/electrical components, making room for future cafetorium expansion.

Coordination

Project Title : County Office (IT Dept) Air Conditioning Imp
Project ID : 9013CO90091
Planning Zone :

Project Type : Modernizations & Replacements

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction	\$75,000			\$75,000				
Furniture & Equipment								
Other								
Total	\$75,000			\$75,000				
Construction includes Site Development			Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.					

Project Description

Air Conditioning Improvements for the Information Technology Department (Data Center) as identified by the Maintenance Department.

Project Status: Planning
Design Start Date : 2012
Construction Start Date : 2012
Scheduled Open Date : 2012

Justification

Coordination

Project Title : Gifford Middle Chiller Replacement

Project Type : Modernizations & Replacements

Project ID : 9013MS99081

Planning Zone : North Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design	\$75,000			\$75,000				
Construction	\$675,000			\$675,000				
Furniture & Equipment								
Other								
Total	\$750,000			\$750,000				

Construction includes Site Development

Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Replacement of 2 Chillers and Air Handlers as identified by the Maintenance Department

Project Status: Planning
Design Start Date : 2012
Construction Start Date : 2013
Scheduled Open Date : 2013

Justification

Equipment has exceeded useful life
Energy Saving

Coordination

Empty box for coordination details.

Project Title : Osceola Relocate To Thompson

Project Type : Modernizations & Replacements

Project ID : 9000DS99128

Planning Zone : Alternative and Magnet Schools

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction	\$3,000,000	\$2,700,000		\$300,000				
Furniture & Equipment								
Other	\$200,000			\$200,000				
Total	\$3,200,000	\$2,700,000		\$500,000				
Construction includes Site Development			Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.					

Project Description

Move Osceola Magnet to Thompson Summer of 2012 - Improvements to Include Parent Pickup/Dropoff Loop, Outside Lighting, Kiln Room, Additional Parking, Kitchen/Cafeteria Renovation.

FY 2013 Budget includes:

\$300,000 for parking improvements at new school site

\$200,000 for demolition costs for buildings located at the old Osceola campus.

Project Status: Under Construction

Design Start Date : 2012

Construction Start Date : 2012

Scheduled Open Date : 2013

Justification

Coordination

Project Title : Sebastian River High School Lights/EMS

Project Type : Modernizations & Replacements

Project ID : 9013HS99029

Planning Zone : North Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design	\$65,000			\$65,000				
Construction	\$665,000			\$665,000				
Furniture & Equipment								
Other								
Total	\$730,000			\$730,000				

Construction includes Site Development

Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

The scope of the project will be to provide a complete lighting upgrade and retrofit to the existing lighting system for all areas within the existing Sebastian River High School campus. Pilot project for the district energy conservation. Recommended by Energy Sub-committee of Support services Council. Lights will be converted to energy efficient electronics and the controls are upgraded to reduce lighting energy consumption. Engineering study conducted indicates a return on investment of approximately 27%. Project will be implemented in conjunction with FPL cost shares.

Project Status: Planning
Design Start Date : 2012
Construction Start Date : 2012
Scheduled Open Date : 2012

Justification

Energy Saving Project/FPL Rebate

Coordination

Project Title : Sebastian River Middle (TES) Thermal Ener **Project Type :** Modernizations & Replacements
Project ID : 9013MS99017
Planning Zone : North Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design	\$56,225			\$56,225				
Construction	\$680,000			\$680,000				
Furniture & Equipment								
Other								
Total	\$736,225			\$736,225				
Construction includes Site Development		Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.						

Project Description

Addition of a Thermal Energy Storage Plant as identified by the Maintenance Department.
 New Thermal Energy Storage Plant (ICE) for this campus.
 New Air Handlers for the gymnasium and restrooms
 Compliments the SRMS Locker Room rehabilitation project
 Eligible for Florida Power and Light (FPL) rebates.

Project Status: Planning
Design Start Date : 2012
Construction Start Date : 2013
Scheduled Open Date : 2013

Justification

Energy Savings/FPL Rebate

Coordination

Project Title : Sebastian River Middle School Interior Rem

Project Type : Modernizations & Replacements

Project ID : 9013MS99117

Planning Zone : North Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction	\$100,000			\$100,000				
Furniture & Equipment								
Other								
Total	\$100,000			\$100,000				

Construction includes Site Development

Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Renovation of office area to connect offices, restroom exterior wall improvements, lighting improvements.
 This project scope includes creating an opening through two (2) block walls to make administrative offices connected and expand the principals office. Also, included is offset glazed walls in the four entry bathrooms to reduce noise at class changes and additional light enhancements at the covered area north of the gym.

Project Status: Planning
Design Start Date : 2012
Construction Start Date : 2013
Scheduled Open Date : 2013

Justification

To increase office efficiency for Administration and Staff by connecting all offices. Noise reduction measure at bathroom entries. Lighting improvements in gym to increase visibility.

Coordination

Project Title : VBHS Freshman Learning Center Soccer/La **Project Type :** Modernizations & Replacements
Project ID : 9013HS90331
Planning Zone : South Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction	\$100,000			\$100,000				
Furniture & Equipment								
Other								
Total	\$100,000			\$100,000				
Construction includes Site Development		Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.						

Project Description

Project scope to include regrade, repair drainage, and replant the old existing field south of the FLC, irrigate and establish the new field at the old transportation complex that was demolished as part of a previous project.

Project Status: Planning
Design Start Date : 2012
Construction Start Date : 2013
Scheduled Open Date : 2013

Justification

Health & Life Safety

Coordination

Project Title : Vero Beach EI Replacement

Project Type : Modernizations & Replacements

Project ID : 9000DS99016

Planning Zone : South Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design	\$5,174,852	\$5,174,852						
Construction	\$14,000,000	\$14,000,000						
Furniture & Equipment	\$1,000,000	\$1,000,000						
Other								
Total	\$20,174,852	\$20,174,852						

Construction includes Site Development

Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

This school is 40 years old and is in need of major renovation/reconstruction. A Castaldi study was commissioned and the resulting recommendation was to replace the school. The intent is to replace the school on property immediately adjacent to the existing facility.

Student Stations After Project: 750
Capacity Before: 559
Capacity After: 750

Project Status: Under Construction
Design Start Date : 2010
Construction Start Date : 2010
Scheduled Open Date : 2012

Justification

Castaldi recommendation, age and condition of the school, lack of ADA facilities and the need to more effectively use the space within the school.

Coordination

This project will be coordinated with school staff, the SAC, maintenance staff, St. Johns WCD, Indian River County and City of Vero Beach.

Project Title : Vero Beach High School/PAC/FLC **Project Type :** Modernizations & Replacements
Project ID : 9013HS90031
Planning Zone : South Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction	\$3,500,000			\$3,500,000				
Furniture & Equipment								
Other								
Total	\$3,500,000			\$3,500,000				
Construction includes Site Development			Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.					

Project Description

HVAC Improvements for the Vero Beach High School Main Campus to include a Thermal Energy Storage Plant and chiller replacement for the Vero Beach High School, Freshman Learning Center and the Performing Arts Center as identified by the Maintenance Department. Main chiller that was installed 6 years ago has had a catastrophic failure, not cost effective and not practically field repairable. Currently renting a temporary chiller for \$8,000/month. Current electric bill for VBHS is approximately \$90,000/month. All 3 plants are served by the City of Vero Beach Electric. FPL service boundary is the south side of the of VBHS baseball field. The plan would be executed as follows: Purchase and install new chiller at VBHS, Build a Thermal Energy Storage plant on the south side of the baseball field (FPL) large enough to serve all three campuses, Connect chilled water to all three sites, Replace Chillers at Freshman Learning Center, which are in bad condition and may become non-repairable at any minute.

Project Status: Planning
Design Start Date : 2012
Construction Start Date : 2013
Scheduled Open Date : 2013

Justification

Energy Savings/FP&L Rebate

Coordination

Project Title : Capital Maintenance/Hlth & Life Safety

Project Type : Capital Maintenance

Project ID : 9000DS99056

Planning Zone : County-wide

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction	\$21,909,256	\$16,584,256	\$900,000	\$825,000	\$900,000	\$900,000	\$900,000	\$900,000
Furniture & Equipment								
Other								
Total	\$21,909,256	\$16,584,256	\$900,000	\$825,000	\$900,000	\$900,000	\$900,000	\$900,000

Construction includes Site Development

Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

This project funds normal maintenance activities needed at schools during the year. Funds are earmarked in specific trades to be used for general upkeep of school and support facilities.

FY 2013 funding includes:

- \$325,000 Health & Safety
- \$150,000 Custodial & Maintenance Equipment
- \$ 50,000 Consulting Fees
- \$100,000 Glendale Hardcourt
- \$200,000 D/W Floor Replacements

Project Status: On-going

Design Start Date :

Construction Start Date :

Scheduled Open Date :

Justification

Compliance with SREF and ensuring adequate facility support at each school.

Coordination

Empty box for coordination details.

Project Title : HVAC Repair and Replace

Project Type : Capital Maintenance

Project ID : 9000DS99049

Planning Zone :

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction								
Furniture & Equipment								
Other	\$2,375,562	\$1,800,000		\$575,562				
Total	\$2,375,562	\$1,800,000		\$575,562				
Construction includes Site Development			Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.					

Project Description

This project funds a reserve used to manage school situations where emergency air conditioning equipment repair and replacement is required.

FY 2013 to include:
 \$200,000 for necessary D/W repairs & replacements
 \$200,000 for Highlands Mechanical Rehabilitation
 \$175,562 for Adding Controls D/W (County Office, VBHS, FLC, G-M project 004 program 938)

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Health & Life Safety

Coordination

Project Title : Relocatable Leasing

Project Type : Relocatables

Project ID : 9000DS99023

Planning Zone : County-wide

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction								
Furniture & Equipment								
Other	\$25,939,158	\$20,239,158	\$1,000,000	\$700,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Total	\$25,939,158	\$20,239,158	\$1,000,000	\$700,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000

Construction includes Site Development

Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Funds will be used to lease relocatables needed for additional teaching units, program capacity, pre-K programs, building and HVAC renovations, and other, appropriate uses.

Project Status: On-going

Design Start Date :

Construction Start Date :

Scheduled Open Date :

Justification

Relocatables fill temporary needs that allow avoidance of unnecessary, permanent construction.

Coordination

Placement of relocatables will be coordinated with school, maintenance and building department staff.

Project Title : Beachland EI Expansion **Project Type :** Safety, Security, and Environmental
Project ID : 9000SW99001
Planning Zone : South Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction	\$4,440,000		\$465,000	\$325,000	\$1,150,000	\$1,389,295	\$1,110,705	
Furniture & Equipment								
Other								
Total	\$4,440,000		\$465,000	\$325,000	\$1,150,000	\$1,389,295	\$1,110,705	
Construction includes Site Development			Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.					

Project Description

Beachland Elementary's enrollment has exceeded its capacity for the past two years, as a function of changes in private school enrollment in the area. The school concurrency interlocal requires the School District to develop a plan to address the capacity shortfall within 3 years of the school's enrollment exceeding capacity. Part 1 will be traffic improvements to handle the excess parent pickup traffic. Part 2 will begin planning and site development for an addition to the school to bring the school to a recommended capacity of 650 student stations.

Project Status: Planning
Design Start Date : 2011
Construction Start Date : 2012
Scheduled Open Date : 2017

Justification

The concurrency interlocal with Indian River County and adjacent municipalities requires planning to address overenrollment. As of the 10 day count on August 31, 2012, 604 students were enrolled at the school.

Coordination

The project will be coordinated with the St. Johns Water Management District, Indian River County, the City of Vero Beach and school administration and staff.

Project Title : Gifford Middle Kalwal Roof Replacement

Project Type : Safety, Security, and Environmental

Project ID : 9013MS99181

Planning Zone : North Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design	\$50,000			\$50,000				
Construction	\$750,000			\$750,000				
Furniture & Equipment								
Other								
Total	\$800,000			\$800,000				

Construction includes Site Development

Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Replacement of Kalwal Roofing System. Kalwal Roof no longer structurally sound or waterproof and does not meet wind load requirements. These are translucent, structural roof panels that were part of phase 1 of the rehabilitation of the school in the late 1980's. The panels are delaminating and failing structurally.

Project Status: Planning

Design Start Date : 2012

Construction Start Date : 2013

Scheduled Open Date : 2013

Justification

Health & Life Safety

Coordination

Empty box for coordination details.

Project Title : Oslo Middle School Rehabilitation **Project Type :** Safety, Security, and Environmental
Project ID : 9013MS99027
Planning Zone : South Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction	\$905,000			\$905,000				
Furniture & Equipment								
Other								
Total	\$905,000			\$905,000				
Construction includes Site Development			Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.					

Project Description

Rehabilitation as a result of condition assessment findings to include New HVAC Chiller, AHU/Duct Cleaning, Duct Repairs, Window Sill Repairs, Drainage, and the addition of thermal energy storage and gym AHU - budget identified by Maintenance Department as follows:
 \$100,000 New HVAC Chiller
 \$ 20,000 AHU/Duct Cleaning, Duct Repair
 \$ 3,000 Fix Window Sills
 \$ 15,000 Drainage
 \$ 3,000 Investigation
 \$ 14,000 Miscellaneous
 \$750,000 TES/Gym AHU

Project Status: Planning
Design Start Date : 2012
Construction Start Date : 2012
Scheduled Open Date : 2013

Justification

New Thermal Energy Storage Plant (ICE) for this campus.
 Eligible for Florida Power and Light (FPL) rebates
 Health & Life Safety/Energy Savings

Coordination

Project Title : Oslo Middle Traffic Loop/Wetlands Improve

Project Type : Safety, Security, and Environmental

Project ID : 9013MS99127

Planning Zone : South Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction	\$150,000			\$150,000				
Furniture & Equipment								
Other								
Total	\$150,000			\$150,000				

Construction includes Site Development

Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Project to include improvements to the traffic loop in order to prevent cars backing up on the main road and improvements to the wetlands.

Project Status: Planning
Design Start Date : 2012
Construction Start Date : 2013
Scheduled Open Date : 2013

Justification

Health & Life Safety

Coordination

Project Title : Sebastian River Middle Locker Room/Gym **Project Type :** Safety, Security, and Environmental
Project ID : 9000MS99017
Planning Zone : North Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design	\$100,000			\$100,000				
Construction	\$900,000			\$900,000				
Furniture & Equipment								
Other								
Total	\$1,000,000			\$1,000,000				
Construction includes Site Development		Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.						

Project Description

Renovation/Remodeling of the Gymnasium Boys and Girls Locker Rooms based on the condition assessment to include remodeling of the locker room areas and improvements to the areas immediately surrounding the locker rooms in the gym facility. Rehabilitation to include new ceiling and duct work in the locker rooms in addition to both gang bathrooms being remodeled, new lockers, relocation of some existing lockers, new concession stand roll up doors, new public address system.

Project Status: Planning
Design Start Date : 2012
Construction Start Date : 2013
Scheduled Open Date : 2013

Justification

Health & Life Safety

Coordination

Project Title : Treasure Coast & New Liberty Fire Wall

Project Type : Safety, Security, and Environmental

Project ID : 9013ES93430

Planning Zone : North Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction	\$100,000			\$100,000				
Furniture & Equipment								
Other								
Total	\$100,000			\$100,000				

Construction includes Site Development

Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Design flaw issue that needs to be corrected at both Treasure Coast Elementary and New Liberty Magnet. Current wall structure does not meet Fire safety code requirement for a "smoke tight" corridor. This project is to address life safety issues that are inherent to both schools with increased fire protection for students.

Project Status: Planning

Design Start Date :

Construction Start Date :

Scheduled Open Date :

Justification

Health & Life Safety

Coordination

Project Title : Vero Beach High School Citrus Bowl Field R **Project Type :** Safety, Security, and Environmental
Project ID : 9013HS90231
Planning Zone : South Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction	\$100,000			\$100,000				
Furniture & Equipment								
Other								
Total	\$100,000			\$100,000				
Construction includes Site Development		Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.						

Project Description

Rehabilitation to the citrus bowl athletic field consisting of overhead doors and storm shutters at the concession stands and press boxes which are failing, dangerous drop off between the fence and the track and playing Field needs to be regraded and rehabilitated.

Project Status: Planning
Design Start Date : 2012
Construction Start Date : 2013
Scheduled Open Date : 2013

Justification

Health & Life Safety

Coordination

Project Title : Vero Beach High School Firedoors

Project Type : Safety, Security, and Environmental

Project ID : 9013HS90131

Planning Zone : South Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction	\$115,000			\$115,000				
Furniture & Equipment								
Other								
Total	\$115,000			\$115,000				

Construction includes Site Development

Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Facility is not being utilized as originally designed.
 Fire Safety Code requires doors to remain closed to provide smoke tight corridor. Doors are being held open or "shimmed", which creates a fire safety risk.
 Recommendation to install electro-magnetic holders openers that are operated (closed) by the fire alarm system.

Project Status: Planning

Design Start Date :

Construction Start Date :

Scheduled Open Date :

Justification

Health & Life Safety and Code Compliance

Coordination

Project Title : District Technology **Project Type :** Educational Technology
Project ID : 9000DS99046
Planning Zone :

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction								
Furniture & Equipment	\$11,833,802	\$8,833,802	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Other								
Total	\$11,833,802	\$8,833,802	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Construction includes Site Development			Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.					

Project Description

This project funds expenditures for computer refreshing technology needs on a district-wide basis.

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Technology advances & program additions & expansions.

Coordination

Project Title : Performing Arts Allocation Districtwide

Project Type : Furniture & Equipment

Project ID : 9013DS99091

Planning Zone :

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction								
Furniture & Equipment	\$235,000			\$235,000				
Other								
Total	\$235,000			\$235,000				

Construction includes Site Development

Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Districtwide replacement of aging music instruments no longer cost effective to repair.

Project Status: On-going

Design Start Date :

Construction Start Date :

Scheduled Open Date :

Justification

Replacement of Instruments due to condition
School wide Needs Assessment process discontinued in 2008/09. Declining capital revenues in 2008/09.
Musical instruments are old and have been patched several times aesthetically however need to be replaced.

Coordination

Project Title : School Buses/Vehicles **Project Type :** Furniture & Equipment
Project ID : 9000DS99020
Planning Zone :

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction								
Furniture & Equipment								
Other	\$13,850,330	\$8,050,330	\$1,500,000	\$900,000	\$700,000	\$800,000	\$900,000	\$1,000,000
Total	\$13,850,330	\$8,050,330	\$1,500,000	\$900,000	\$700,000	\$800,000	\$900,000	\$1,000,000
Construction includes Site Development			Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.					

Project Description

Funds will be used to purchase replacement buses for the transportation department and purchase of a garbage truck for the Maintenance Department.

FY 2013 Budget to Include:
 Bus Replacement - \$600,000
 Garbage Truck Replacement - \$300,000

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Replacement of vehicles no longer safe and/or efficient and at the end of useful life.

Coordination

Coordination will take place with the transportation & maintenance departments.

Project Title : J A Thompson Administrative Ctr Lease

Project Type : Debt Service and Operations

Project ID : 9013CO00191

Planning Zone : South Area

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design								
Construction								
Furniture & Equipment								
Other	\$225,000			\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
Total	\$225,000			\$45,000	\$45,000	\$45,000	\$45,000	\$45,000

Construction includes Site Development

Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Yearly Lease for the J A Thompson Administrative Center.

Project Status: On-going

Design Start Date :

Construction Start Date :

Scheduled Open Date :

Justification

Yearly Lease for the J A Thompson Administrative Center.

Coordination

Project Title : Other Projects District Wide

Project Type : Reserves and Contingencies

Project ID : 10000OP99001

Planning Zone : County-wide

Funding

	Total	Prior FY	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Land Acquisition								
Planning & Design	\$14,213,548	\$5,698,347		\$401,121	\$817,010	\$1,247,009	\$2,086,962	\$3,963,099
Construction								
Furniture & Equipment								
Other								
Total	\$14,213,548	\$5,698,347		\$401,121	\$817,010	\$1,247,009	\$2,086,962	\$3,963,099
Construction includes Site Development			Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.					

Project Description

These funds are held in reserve pending capital project needs that may arise over the year that are required to meet health, safety, educational adequacy or other, related criteria. In addition these funds are reserved to offset any decreases in the District's Taxable Assessed Valuation (Tax Roll).

Project Status: On-going

Design Start Date :

Construction Start Date :

Scheduled Open Date :

Justification

The needs exists to have capital contingency funds available to meet the needs defined under Project Description.

Coordination

Coordination will occur with appropriate departments and agencies, as projects are defined and work scopes are developed.

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INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.
 If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.
 If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

Summary of revenue/expenditures available for new construction and remodeling projects only.

	2012 - 2013	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	Five Year Total
Total Revenues	\$9,996,225	\$1,150,000	\$1,389,295	\$1,110,705	\$0	\$13,646,225
Total Project Costs	\$9,996,225	\$1,150,000	\$1,389,295	\$1,110,705	\$0	\$13,646,225
Difference (Remaining Funds)	\$0	\$0	\$0	\$0	\$0	\$0

District INDIAN RIVER COUNTY SCHOOL DISTRICT

Fiscal Year Range

CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption

Work Plan Submittal Date

DISTRICT SUPERINTENDENT

CHIEF FINANCIAL OFFICER

DISTRICT POINT-OF-CONTACT PERSON

JOB TITLE

PHONE NUMBER

E-MAIL ADDRESS

Expenditures

Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item	2012 - 2013 Actual Budget	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Total
HVAC	\$650,562	\$0	\$0	\$0	\$0	\$650,562
Locations:	ADMINISTRATIVE ANNEX/PRINT SHOP, ADMINISTRATIVE BUILDING, ADULT EDUCATION, ALTERNATIVE EDUCATION CENTER, BEACHLAND ELEMENTARY, CENTRAL WAREHOUSE, CITRUS ELEMENTARY, DODGERTOWN ELEMENTARY, FELLSMERE ELEMENTARY, GIFFORD MIDDLE, GLENDALE ELEMENTARY, HIGHLANDS ELEMENTARY, LIBERTY MAGNET, MAINTENANCE SHOPS, OSCEOLA MAGNET SCHOOL (OLD), OSLO MIDDLE, PELICAN ISLAND ELEMENTARY, ROSEWOOD ELEMENTARY, SEBASTIAN ELEMENTARY, SEBASTIAN RIVER MIDDLE, SEBASTIAN RIVER SENIOR HIGH, STORM GROVE MIDDLE SCHOOL, SUPPORT SERVICE COMPLEX, THOMPSON LIFE LEARNING CENTER, TRANSPORTATION DEPARTMENT, TREASURE COAST ELEMENTARY, VERO BEACH ELEMENTARY, VERO BEACH SENIOR HIGH, WABASSO SCHOOL					
Flooring	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Locations:	ADMINISTRATIVE ANNEX/PRINT SHOP, ADMINISTRATIVE BUILDING, ADULT EDUCATION, ALTERNATIVE EDUCATION CENTER, BEACHLAND ELEMENTARY, CENTRAL WAREHOUSE, CITRUS ELEMENTARY, DODGERTOWN ELEMENTARY, FELLSMERE ELEMENTARY, GIFFORD MIDDLE, GLENDALE ELEMENTARY, HIGHLANDS ELEMENTARY, LIBERTY MAGNET, MAINTENANCE SHOPS, OSCEOLA MAGNET SCHOOL (OLD), OSLO MIDDLE, PELICAN ISLAND ELEMENTARY, ROSEWOOD ELEMENTARY, SEBASTIAN ELEMENTARY, SEBASTIAN RIVER MIDDLE, SEBASTIAN RIVER SENIOR HIGH, STORM GROVE MIDDLE SCHOOL, SUPPORT SERVICE COMPLEX, THOMPSON LIFE LEARNING CENTER, TRANSPORTATION DEPARTMENT, TREASURE COAST ELEMENTARY, VERO BEACH ELEMENTARY, VERO BEACH SENIOR HIGH, WABASSO SCHOOL					
Roofing	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Safety to Life	\$640,000	\$610,000	\$610,000	\$610,000	\$610,000	\$3,080,000
Locations:	ADMINISTRATIVE ANNEX/PRINT SHOP, ADMINISTRATIVE BUILDING, ADULT EDUCATION, ALTERNATIVE EDUCATION CENTER, BEACHLAND ELEMENTARY, CENTRAL WAREHOUSE, CITRUS ELEMENTARY, DODGERTOWN ELEMENTARY, FELLSMERE ELEMENTARY, GIFFORD MIDDLE, GLENDALE ELEMENTARY, HIGHLANDS ELEMENTARY, LIBERTY MAGNET, MAINTENANCE SHOPS, OSCEOLA MAGNET SCHOOL (OLD), OSLO MIDDLE, PELICAN ISLAND ELEMENTARY, ROSEWOOD ELEMENTARY, SEBASTIAN ELEMENTARY, SEBASTIAN RIVER MIDDLE, SEBASTIAN RIVER SENIOR HIGH, STORM GROVE MIDDLE SCHOOL, SUPPORT SERVICE COMPLEX, THOMPSON LIFE LEARNING CENTER, TRANSPORTATION DEPARTMENT, TREASURE COAST ELEMENTARY, VERO BEACH ELEMENTARY, VERO BEACH SENIOR HIGH, WABASSO SCHOOL					
Fencing	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Parking	\$150,000	\$0	\$0	\$0	\$0	\$150,000
Locations:	OSLO MIDDLE					
Electrical	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Fire Alarm	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Telephone/Intercom System	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Closed Circuit Television	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					

Paint	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Maintenance/Repair	\$300,000	\$290,000	\$290,000	\$290,000	\$290,000	\$1,460,000
Locations:	ADMINISTRATIVE ANNEX/PRINT SHOP, ADMINISTRATIVE BUILDING, ADULT EDUCATION, ALTERNATIVE EDUCATION CENTER, BEACHLAND ELEMENTARY, CENTRAL WAREHOUSE, CITRUS ELEMENTARY, DODGERTOWN ELEMENTARY, FELLSMERE ELEMENTARY, GIFFORD MIDDLE, GLENDALE ELEMENTARY, HIGHLANDS ELEMENTARY, LIBERTY MAGNET, MAINTENANCE SHOPS, OSCEOLA MAGNET SCHOOL (OLD), OSLO MIDDLE, PELICAN ISLAND ELEMENTARY, ROSEWOOD ELEMENTARY, SEBASTIAN ELEMENTARY, SEBASTIAN RIVER MIDDLE, SEBASTIAN RIVER SENIOR HIGH, STORM GROVE MIDDLE SCHOOL, THOMPSON LIFE LEARNING CENTER, TRANSPORTATION DEPARTMENT, TREASURE COAST ELEMENTARY, VERO BEACH ELEMENTARY, VERO BEACH SENIOR HIGH, WABASSO SCHOOL					
Sub Total:	\$1,940,562	\$900,000	\$900,000	\$900,000	\$900,000	\$5,540,562

PECO Maintenance Expenditures	\$0	\$0	\$0	\$0	\$0	\$0
1.50 Mill Sub Total:	\$2,541,683	\$1,717,010	\$2,147,009	\$2,986,962	\$4,863,099	\$14,255,763

Other Items	2012 - 2013 Actual Budget	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Total
Other Projects Districtwide	\$401,121	\$817,010	\$1,247,009	\$2,086,962	\$3,963,099	\$8,515,201
Locations:	ADMINISTRATIVE ANNEX/PRINT SHOP, ADMINISTRATIVE BUILDING, ADULT EDUCATION, ALTERNATIVE EDUCATION CENTER, BEACHLAND ELEMENTARY, CENTRAL WAREHOUSE, CITRUS ELEMENTARY, DODGERTOWN ELEMENTARY, FELLSMERE ELEMENTARY, GIFFORD MIDDLE, GLENDALE ELEMENTARY, HIGHLANDS ELEMENTARY, LIBERTY MAGNET, MAINTENANCE SHOPS, OSCEOLA MAGNET SCHOOL (OLD), OSLO MIDDLE, PELICAN ISLAND ELEMENTARY, ROSEWOOD ELEMENTARY, SEBASTIAN ELEMENTARY, SEBASTIAN RIVER MIDDLE, SEBASTIAN RIVER SENIOR HIGH, STORM GROVE MIDDLE SCHOOL, THOMPSON LIFE LEARNING CENTER, TRANSPORTATION DEPARTMENT, TREASURE COAST ELEMENTARY, VERO BEACH ELEMENTARY, VERO BEACH SENIOR HIGH, WABASSO SCHOOL					
VBHS/FLC Soccer/Lacrosse Field Rehab	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Locations:	VERO BEACH SENIOR HIGH					
SRMS Interior Remodel	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Locations:	SEBASTIAN RIVER MIDDLE					
Total:	\$2,541,683	\$1,717,010	\$2,147,009	\$2,986,962	\$4,863,099	\$14,255,763

Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2012 - 2013 Actual Budget	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Total
Remaining Maint and Repair from 1.5 Mills	\$2,541,683	\$1,717,010	\$2,147,009	\$2,986,962	\$4,863,099	\$14,255,763
Maintenance/Repair Salaries	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$16,500,000
School Bus Purchases	\$600,000	\$700,000	\$800,000	\$900,000	\$1,000,000	\$4,000,000
Other Vehicle Purchases	\$300,000	\$0	\$0	\$0	\$0	\$300,000
Capital Outlay Equipment	\$235,000	\$0	\$0	\$0	\$0	\$235,000
Rent/Lease Payments	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$225,000
COP Debt Service	\$9,539,902	\$9,528,613	\$9,526,401	\$9,530,750	\$9,526,258	\$47,651,924
Rent/Lease Relocatables	\$700,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$4,700,000

Environmental Problems	\$0	\$0	\$0	\$0	\$0	\$0
s.1011.14 Debt Service	\$408,777	\$306,583	\$0	\$0	\$0	\$715,360
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified School Construction Bonds (QSCB)	\$1,492,832	\$1,487,832	\$1,487,832	\$1,487,832	\$1,487,832	\$7,444,160
Qualified Zone Academy Bonds (QZAB)	\$0	\$0	\$0	\$0	\$0	\$0
Educational District Technology	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
State Charter School Capital Outlay	\$800,136	\$800,136	\$800,136	\$800,136	\$800,136	\$4,000,680
Local Expenditure Totals:	\$20,463,330	\$19,385,174	\$19,606,378	\$20,550,680	\$22,522,325	\$102,527,887

Revenue

1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2012 - 2013 Actual Value	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Total
(1) Non-exempt property assessed valuation		\$13,515,321,926	\$13,568,500,000	\$13,886,700,000	\$14,346,700,000	\$14,941,600,000	\$70,258,821,926
(2) The Millege projected for discretionary capital outlay per s.1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		\$22,705,741	\$22,795,080	\$23,329,656	\$24,102,456	\$25,101,888	\$118,034,821
(4) Value of the portion of the 1.50 -Mill ACTUALLY levied	370	\$19,462,064	\$19,538,640	\$19,996,848	\$20,659,248	\$21,515,904	\$101,172,704
(5) Difference of lines (3) and (4)		\$3,243,677	\$3,256,440	\$3,332,808	\$3,443,208	\$3,585,984	\$16,862,117

PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2012 - 2013 Actual Budget	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Total
PECO New Construction	340	\$0	\$0	\$0	\$0	\$0	\$0
PECO Maintenance Expenditures		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0

CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2012 - 2013 Actual Budget	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Total
CO & DS Cash Flow-through Distributed	360	\$61,659	\$61,659	\$61,659	\$61,659	\$61,659	\$308,295
CO & DS Interest on Undistributed CO	360	\$7,014	\$7,014	\$7,014	\$7,014	\$7,014	\$35,070
		\$68,673	\$68,673	\$68,673	\$68,673	\$68,673	\$343,365

Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Nothing reported for this section.

Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2011 - 2012? No

Additional Revenue Source

Any additional revenue sources

Item	2012 - 2013 Actual Value	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Total
Proceeds from a s.1011.14/15 F.S. Loans	\$0	\$0	\$0	\$0	\$0	\$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Special Act Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Revenue from CO & DS Bond Sale	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Voted Capital Improvements millage	\$0	\$0	\$0	\$0	\$0	\$0
Other Revenue for Other Capital Projects	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$150,000
Proceeds from 1/2 cent sales surtax authorized by school board	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from local governmental infrastructure sales surtax	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Certificates of Participation (COP's) Sale	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms for Kids	\$0	\$0	\$0	\$0	\$0	\$0
District Equity Recognition	\$0	\$0	\$0	\$0	\$0	\$0

Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees received	\$0	\$0	\$0	\$0	\$0	\$0
Private donations	\$0	\$0	\$0	\$0	\$0	\$0
Grants from local governments or not-for-profit organizations	\$0	\$0	\$0	\$0	\$0	\$0
Interest, Including Profit On Investment	\$97,411	\$97,725	\$100,016	\$103,328	\$107,612	\$506,092
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	\$0	\$0	\$0	\$0	\$0	\$0
Total Fund Balance Carried Forward	\$10,001,271	\$0	\$0	\$0	\$0	\$10,001,271
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$800,136	\$800,136	\$800,136	\$800,136	\$800,136	\$4,000,680
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$10,928,818	\$927,861	\$930,152	\$933,464	\$937,748	\$14,658,043

Total Revenue Summary

Item Name	2012 - 2013 Budget	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	\$19,462,064	\$19,538,640	\$19,996,848	\$20,659,248	\$21,515,904	\$101,172,704
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	(\$20,463,330)	(\$19,385,174)	(\$19,606,378)	(\$20,550,680)	(\$22,522,325)	(\$102,527,887)
PECO Maintenance Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Available 1.50 Mill for New Construction	(\$1,001,266)	\$153,466	\$390,470	\$108,568	(\$1,006,421)	(\$1,355,183)

Item Name	2012 - 2013 Budget	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Five Year Total
CO & DS Revenue	\$68,673	\$68,673	\$68,673	\$68,673	\$68,673	\$343,365
PECO New Construction Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Other/Additional Revenue	\$10,928,818	\$927,861	\$930,152	\$933,464	\$937,748	\$14,658,043
Total Additional Revenue	\$10,997,491	\$996,534	\$998,825	\$1,002,137	\$1,006,421	\$15,001,408
Total Available Revenue	\$9,996,225	\$1,150,000	\$1,389,295	\$1,110,705	\$0	\$13,646,225

Project Schedules

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2012 - 2013	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	Total	Funded
Addition to School to Increase Permanent Capacity to a Board recommended 650 student stations	BEACHLAND ELEMENTARY	Planned Cost:	\$0	\$1,150,000	\$1,389,295	\$1,110,705	\$0	\$3,650,000	Yes
		Student Stations:	0	0	0	0	100	100	
		Total Classrooms:	0	0	0	0	6	6	
		Gross Sq Ft:	0	0	0	0	12,000	12,000	

Planned Cost:	\$0	\$1,150,000	\$1,389,295	\$1,110,705	\$0	\$3,650,000
Student Stations:	0	0	0	0	100	100
Total Classrooms:	0	0	0	0	6	6
Gross Sq Ft:	0	0	0	0	12,000	12,000

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2012 - 2013 Actual Budget	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Total	Funded
Traffic Improvement Projects - Beachland	BEACHLAND ELEMENTARY	\$325,000	\$0	\$0	\$0	\$0	\$325,000	Yes
Mechanical Rehabilitation	CITRUS ELEMENTARY	\$750,000	\$0	\$0	\$0	\$0	\$750,000	Yes
Chiller Replacement	GIFFORD MIDDLE	\$750,000	\$0	\$0	\$0	\$0	\$750,000	Yes
Kalwal Roof Replacement	GIFFORD MIDDLE	\$800,000	\$0	\$0	\$0	\$0	\$800,000	Yes
Thompson CONVERSION to Osceola Magnet	THOMPSON LIFE LEARNING CENTER	\$500,000	\$0	\$0	\$0	\$0	\$500,000	Yes
Thermal Energy Storage Addition	SEBASTIAN RIVER MIDDLE	\$736,225	\$0	\$0	\$0	\$0	\$736,225	Yes
Lighting Retrofit	SEBASTIAN RIVER SENIOR HIGH	\$730,000	\$0	\$0	\$0	\$0	\$730,000	Yes
HVAC Rehabilitation/Thermal Energy Storage Addition	OSLO MIDDLE	\$905,000	\$0	\$0	\$0	\$0	\$905,000	Yes
Locker Room/Gym Renovations	SEBASTIAN RIVER MIDDLE	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000	Yes
VBHS/PAC/FLC HVAC Improvements - Thermal Energy Storage Addition and Chiller Replacement	VERO BEACH SENIOR HIGH	\$3,500,000	\$0	\$0	\$0	\$0	\$3,500,000	Yes
		\$9,996,225	\$0	\$0	\$0	\$0	\$9,996,225	

Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Nothing reported for this section.

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2012 - 2013 Satis. Stu. Sta.	Actual 2012 - 2013 FISH Capacity	Actual 2011 - 2012 COFTE	# Class Rooms	Actual Average 2012 - 2013 Class Size	Actual 2012 - 2013 Utilization	New Stu. Capacity	New Rooms to be Added/Removed	Projected 2016 - 2017 COFTE	Projected 2016 - 2017 Utilization	Projected 2016 - 2017 Class Size
VERO BEACH SENIOR HIGH	3,207	3,046	2,713	141	19	89.00 %	0	0	2,451	80.00 %	17
ROSEWOOD ELEMENTARY	561	561	553	30	18	98.00 %	0	0	543	97.00 %	18
OSCEOLA MAGNET SCHOOL (OLD)	555	555	563	29	19	102.00 %	-555	-29	0	0.00 %	0
BEACHLAND ELEMENTARY	653	653	598	34	18	92.00 %	0	0	640	98.00 %	19
GIFFORD MIDDLE	1,158	1,042	950	49	19	91.00 %	0	0	893	86.00 %	18
ALTERNATIVE EDUCATION CENTER	353	353	64	17	4	18.00 %	0	0	40	11.00 %	2
SEBASTIAN RIVER SENIOR HIGH	2,895	2,750	1,824	120	15	66.00 %	-425	-17	1,668	72.00 %	16
MAINTENANCE SHOPS	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
TREASURE COAST ELEMENTARY	707	707	637	37	17	90.00 %	46	4	732	97.00 %	18
ADULT EDUCATION	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
LIBERTY MAGNET	678	678	550	37	15	81.00 %	0	0	543	80.00 %	15
STORM GROVE MIDDLE SCHOOL	1,423	1,280	815	61	13	64.00 %	0	0	873	68.00 %	14
SEBASTIAN RIVER MIDDLE	1,324	1,191	963	55	18	81.00 %	0	0	920	77.00 %	17
THOMPSON LIFE LEARNING CENTER	544	544	37	30	1	7.00 %	0	0	543	100.00 %	18
SEBASTIAN ELEMENTARY	673	673	516	36	14	77.00 %	0	0	526	78.00 %	15
GLENDALE ELEMENTARY	713	713	502	38	13	70.00 %	0	0	521	73.00 %	14
HIGHLANDS ELEMENTARY	602	602	467	33	14	78.00 %	0	0	500	83.00 %	15
OSLO MIDDLE	1,248	1,123	899	53	17	80.00 %	0	0	913	81.00 %	17
FELLSMERE ELEMENTARY	764	764	667	40	17	87.00 %	0	0	732	96.00 %	18
PELICAN ISLAND ELEMENTARY	684	684	514	36	14	75.00 %	0	0	534	78.00 %	15
WABASSO SCHOOL	55	55	45	5	9	81.00 %	0	0	40	73.00 %	8
CITRUS ELEMENTARY	760	760	691	40	17	91.00 %	0	0	732	96.00 %	18
DODGERTOWN ELEMENTARY	792	792	431	42	10	54.00 %	-184	-10	439	72.00 %	14

VERO BEACH ELEMENTARY	796	796	598	43	14	75.00 %	0	0	665	84.00 %	15
	21,145	20,322	15,595	1,006	16	76.74 %	-1,118	-52	15,448	80.44 %	16

The COFTE Projected Total (15,448) for 2016 - 2017 must match the Official Forecasted COFTE Total (15,448) for 2016 - 2017 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2016 - 2017	
Elementary (PK-3)	5,084
Middle (4-8)	6,165
High (9-12)	4,199
	15,448

Grade Level Type	Balanced Projected COFTE for 2016 - 2017
Elementary (PK-3)	0
Middle (4-8)	0
High (9-12)	0
	15,448

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2012 - 2013	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	Year 5 Total
Total Relocatable Replacements:	0	0	0	0	0	0

Charter Schools Tracking

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2016 - 2017
Indian River Charter High School	26	STATE	1998	650	687	19	650
Sebastian Charter Junior High	7	STATE	1998	154	189	20	190
North County Charter Elementary	8	STATE	1998	156	221	8	220
St. Peter's Academy	8	PRIVATE	2000	156	125	10	150
Imagine Charter School South	38	PRIVATE	2008	760	854	5	850
	87			1,876	2,076		2,060

Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Educational Classrooms:		0	0	0	0	0	0

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Co-Teaching Classrooms:		0	0	0	0	0	0

Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

Utility and Road Requirements as needed for the Following Project:
 Beachland Elementary Parking/Classroom Building

Utility and Road Requirements as needed for the Following Projects currently in planning stages - Project funded in fiscal years PRIOR to 2012-13:
 Fellsmere Elementary Expansion - Cafeteria/Classroom Building to bring school capacity to 750 student stations
 Citrus Elementary Expansion - Core Renovations/Classroom Building to bring school capacity to 750 student stations
 Treasure Coast Elementary Expansion - Classroom Building to bring school capacity to 750 student stations

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

Beachland Elementary Expansion

Consistent with Comp Plan? Yes

Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2011 - 2012 fiscal year.					List the net new classrooms to be added in the 2012 - 2013 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2012 - 2013 should match totals in Section 15A.			
Location	2011 - 2012 # Permanent	2011 - 2012 # Modular	2011 - 2012 # Relocatable	2011 - 2012 Total	2012 - 2013 # Permanent	2012 - 2013 # Modular	2012 - 2013 # Relocatable	2012 - 2013 Total
Elementary (PK-3)	0	0	0	0	0	0	0	0
Middle (4-8)	0	0	0	0	0	0	0	0
High (9-12)	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0

Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2012 - 2013	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	5 Year Average
ADULT EDUCATION	0	0	0	0	0	0
LIBERTY MAGNET	0	0	0	0	0	0
THOMPSON LIFE LEARNING CENTER	0	0	0	0	0	0
SEBASTIAN ELEMENTARY	36	36	36	36	36	36
GLENDALE ELEMENTARY	79	79	79	79	79	79
HIGHLANDS ELEMENTARY	0	0	0	0	0	0
DODGERTOWN ELEMENTARY	184	0	0	0	0	37
VERO BEACH ELEMENTARY	0	0	0	0	0	0
SEBASTIAN RIVER MIDDLE	154	154	154	154	154	154
GIFFORD MIDDLE	0	0	0	0	0	0
ALTERNATIVE EDUCATION CENTER	25	25	25	25	25	25
FELLSMERE ELEMENTARY	218	0	0	0	0	44
PELICAN ISLAND ELEMENTARY	98	98	98	98	98	98
WABASSO SCHOOL	0	0	0	0	0	0
CITRUS ELEMENTARY	187	187	0	0	0	75
TREASURE COAST ELEMENTARY	108	108	0	0	0	43
VERO BEACH SENIOR HIGH	0	0	0	0	0	0
ROSEWOOD ELEMENTARY	0	0	0	0	0	0
OSCEOLA MAGNET SCHOOL (OLD)	33	0	0	0	0	7
BEACHLAND ELEMENTARY	76	76	76	76	0	61
OSLO MIDDLE	0	0	0	0	0	0
SEBASTIAN RIVER SENIOR HIGH	425	0	0	0	0	85
MAINTENANCE SHOPS	0	0	0	0	0	0
STORM GROVE MIDDLE SCHOOL	0	0	0	0	0	0

Totals for INDIAN RIVER COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	1,623	763	468	468	392	743
Total number of COFTE students projected by year.	15,589	15,533	15,464	15,410	15,448	15,489
Percent in relocatables by year.	10 %	5 %	3 %	3 %	3 %	5 %

Leased Facilities Tracking

Existing leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2012 - 2013	FISH Student Stations	Owner	# of Leased Classrooms 2016 - 2017	FISH Student Stations
ROSEWOOD ELEMENTARY	0	0		0	0
OSCEOLA MAGNET SCHOOL (OLD)	2	33	Mobile Modular/Williams Scottsman	0	0
BEACHLAND ELEMENTARY	4	76	Mobile Modular	0	0
GIFFORD MIDDLE	0	0	Mobile Modular/Modspace	0	0
ALTERNATIVE EDUCATION CENTER	0	0	Williams Scottsman	1	25
TREASURE COAST ELEMENTARY	6	108	Mobile Modular	0	0
ADULT EDUCATION	0	0		0	0
LIBERTY MAGNET	0	0		0	0
SEBASTIAN RIVER SENIOR HIGH	17	425	Mobile Modular	0	0
MAINTENANCE SHOPS	0	0		0	0
SEBASTIAN RIVER MIDDLE	7	154	Mobile Modular	7	154
THOMPSON LIFE LEARNING CENTER	0	0		0	0
SEBASTIAN ELEMENTARY	2	36	Mobile Modular	2	36
GLENDALE ELEMENTARY	5	79	Mobile Modular/Modspace	5	79
HIGHLANDS ELEMENTARY	0	0	Mobile Modular/Williams Scottsman	0	0
FELLSMERE ELEMENTARY	11	218	Mobile Modular/Williams Scottsman/Modspace	0	0
PELICAN ISLAND ELEMENTARY	5	98	Mobile Modular	5	98
WABASSO SCHOOL	0	0		0	0
CITRUS ELEMENTARY	10	187	Mobile Modular/Williams Scottsman	0	0
DODGERTOWN ELEMENTARY	10	184	Mobile Modular	0	0
VERO BEACH ELEMENTARY	0	0	Mobile Modular	0	0
STORM GROVE MIDDLE SCHOOL	0	0		0	0
OSLO MIDDLE	0	0		0	0
	79	1,598		20	392

Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

Planning

Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

School Closure Planning

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

Osceola Magnet School was relocated to the Thompson Lifelong Learning Center as per School Board approval on January 24, 2012. Osceola Magnet School began operation in it's new location (1110 18th Avenue SW, Vero Beach, FL) with the 2012-13 school year. No new capacity was added. The OLD Osceola Magnet School site was closed after the 2011-12 school year and the allowable buildings identified in the approved castaldi will be scheduled to be demolished. The School District is also seeking approval to demolish the buildings that were determined Satisfactory. No determination has been made regarding the use of the property at this time.

Long Range Planning

Ten-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan.

Project	2016 - 2017 / 2021 - 2022 Projected Cost
CAPITAL MAINTENANCE DISTRICTWIDE	\$5,000,000
MINOR PROJECTS DISTRICTWIDE/ENERGY OPTIMIZATION DISTRICTWIDE	\$7,500,000
ADA COMPLIANCE DISTRICTWIDE	\$2,500,000
TECHNOLOGY DISTRICTWIDE	\$5,000,000
HEALTH & SAFETY DISTRICTWIDE	\$5,000,000
HVAC DISTRICTWIDE	\$7,500,000
	\$32,500,000

Ten-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program.

Project	Location,Community,Quadrant or other general location	2016 - 2017 / 2021 - 2022 Projected Cost
Elementary "C"	Location TBD - Planned Student Stations 750	\$20,000,000
		\$20,000,000

Ten-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2011 - 2012 FISH Capacity	Actual 2011 - 2012 COFTE	Actual 2011 - 2012 Utilization	Actual 2012 - 2013 / 2021 - 2022 new Student Capacity to be added/removed	Projected 2021 - 2022 COFTE	Projected 2021 - 2022 Utilization
Elementary - District Totals	9,482	9,482	7,322.47	77.22 %	57	7,932	83.15 %
Middle - District Totals	5,153	4,636	3,627.18	78.24 %	0	3,848	83.00 %
High - District Totals	6,102	5,796	4,536.78	78.28 %	-425	4,459	83.02 %
Other - ESE, etc	408	408	108.85	26.72 %	0	200	49.02 %
	21,145	20,322	15,595.28	76.74 %	-368	16,439	82.38 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Ten-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 06 thru 10 out years (Section 28).

*New Elementary School "C" to accomodate growth - Location TBD - 750 Planned Student Stations (Approximate Year 2022)

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 06 thru 10 out years (Section 29).

NONE

Twenty-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Project	2021 - 2022 / 2031 - 2032 Projected Cost
HEALTH & LIFE SAFETY DISTRICTWIDE	\$10,000,000
HVAC DISTRICTWIDE	\$15,000,000
CAPITAL MAINTENANCE DISTRICTWIDE	\$10,000,000
MINOR CAPITAL PROJECTS/ENERGY OPTIMIZATION DISTRICTWIDE	\$15,000,000
ADA COMPLIANCE DISTRICTWIDE	\$5,000,000
TECHNOLOGY DISTRICTWIDE	\$10,000,000
	\$65,000,000

Twenty-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Twenty-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2011 - 2012 FISH Capacity	Actual 2011 - 2012 COFTE	Actual 2011 - 2012 Utilization	Actual 2012 - 2013 / 2031 - 2032 new Student Capacity to be added/removed	Projected 2031 - 2032 COFTE	Projected 2031 - 2032 Utilization
Elementary - District Totals	9,482	9,482	7,322.47	77.22 %	57	8,249	86.48 %
Middle - District Totals	5,153	4,636	3,627.18	78.24 %	0	4,002	86.32 %
High - District Totals	6,102	5,796	4,536.78	78.28 %	-425	4,637	86.33 %
Other - ESE, etc	408	408	108.85	26.72 %	0	200	49.02 %
	21,145	20,322	15,595.28	76.74 %	-368	17,088	85.64 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Twenty-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 11 thru 20 out years (Section 28).

NONE

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 thru 20 out years (Section 29).

NONE

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Application and Certificate for Payment

TO OWNER: S.D.I.R.C. 1990 25th Street Vero Beach, FL 32960	PROJECT: 201 SUPPORT SERVICES COMPLEX 6055 62nd Avenue Vero Beach, FL 32967	APPLICATION NO: 22 PERIOD TO: 08/31/12	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: Summit Construction Management, Inc. 2837 Flight Safety Drive Vero Beach, FL 32960	VIA ARCHITECT: Donadio And Associates Architects 609 17th St Vero Beach, FL. 32960	CONTRACT FOR: CONTRACT DATE: 07/27/10 PROJECT NOS: / /	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 10,732,061.00
2. Net change by Change Orders	\$ -1,831,054.88
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 8,901,006.12
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 8,901,006.12
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	\$ _____
b. 0 % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE	\$ 8,901,006.12
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 8,455,955.82
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 445,050.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

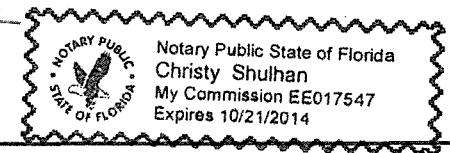
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 107,896.43	\$ 1,938,951.31
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 107,896.43	\$ 1,938,951.31
NET CHANGES by Change Order	\$ -1,831,054.88	

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

CONTRACTOR:
By: [Signature] Date: 8/30/12
State of: Florida

County of: Indian River
Subscribed and sworn to before
me this 30 day of August 2012

Notary Public: [Signature]
My Commission expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

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 FOR HUNDRED & FORTY FIVE THOUSAND FIFTY DOLLARS & NO/100 445,050.30
(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.)

ARCHITECT:
By: H.K. Curtis (CA) Date: 09/06/12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

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UTILITY EASEMENT FOR WATER RECLAMATION FACILITY

THIS EASEMENT entered into on this ____ day of _____, 2012 between the School Board of Indian River whose mailing address is 1990 25th Street, Vero Beach, Florida hereinafter "School Board" and Indian River County, a political subdivision of the state of Florida, whose mailing address is 1801 27th Street, Vero Beach, Florida 32960 hereinafter "the County."

WITNESSETH:

WHEREAS, the School Board owns a parcel of property located on the northeast corner of the intersection of 66th Avenue and 57th Street; and

WHEREAS, the Lateral A Canal runs along the western border of the School Board's property along the east side of 66th Avenue; and

WHEREAS, the County proposes to construct a Stormwater Reclamation Facility (Facility) by pumping water out of the Lateral A Canal and treat the water by passing it through a series of filters. The water will then be treated with chlorine enabling the water to be used as reuse water for irrigation purposes at golf courses and subdivisions; and

WHEREAS, a 200 by 230 foot section foot of the School Board's property would provide an excellent location for this environmentally friendly project and the County is in need of a location to construct a Stormwater Reclamation Facility; and

WHEREAS, during peak season, irrigation from Indian River County's supply of reuse water often is less than the demand for reuse water. When reuse water is not available, County reuse customers may need to resort to use fresh groundwater supplies as a backup of irrigation water. Use of fresh groundwater supplies for irrigation

is discouraged by the St. Johns River Water Management District (SJRWMD). By developing this project's alternate supply of reuse water, the County will be able to provide a greater quantity of reuse water which will subsequently reduce their customer's reliance of use of fresh groundwater supplies.

WHEREAS, storm water within the Indian River Farms Water Control District's (IRFWCD's) Lateral A Canal flows to the Indian River Lagoon via the North Relief Canal. The quantity of water that will be obtained from the Lateral A canal system that will be treated and reused by County reuse customers will no longer flow to the lagoon. This project will therefore, reduce the quantity of storm water and pollutants (both nitrogen and phosphorus) from discharging to the lagoon. Replacement of fresh groundwater supplies with reuse also impedes salt water intrusion into the County's fresh groundwater resources.

NOW THEREFORE, the School Board and the County, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt of which is hereby acknowledged does hereby agree as follows:

1. **Grant of Easement.** The School Board shall grant, bargain, sell, release, convey and confirm to the County a perpetual, exclusive Utility Easement for Stormwater Reclamation Facility ("Easement") in a 200 by 230 foot parcel of property (1.06 acres) located on the northeast corner of 57th Street and 66th Avenue, more particularly described as depicted on the sketch and legal description attached as Exhibit "A" and incorporated herein.
2. **Use of Property.** This Easement is for the sole purpose of construction, operation and maintenance of a stormwater reclamation facility. The County anticipates that the Facility will require a minimum of staffing consisting of two staff members visiting the Facility twice a week with few deliveries.
3. **Construction of Improvements.** The County shall construct the Stormwater Reclamation Facility ("the Facility") in accordance with the site plan attached as Exhibit "B" and incorporated herein.

4. **Maintenance of Easement.** The County shall be responsible for all maintenance of the Easement including trash removal, lawn and landscape maintenance together with any other maintenance of the building, equipment and grounds covered by this easement.

5. **Fencing.** A six foot chain link black vinyl fence with a locking gate shall be constructed on the perimeter of the easement by the County. Duties and maintenance at the facility would take place completely within the fenced area.

6. **Insurance and Indemnity.** The County shall insure the property, building and equipment to be covered under the County's insurance. To the extent allowed by law and without waiving its sovereign immunity the County agrees to indemnify and hold harmless the School Board from any damages caused to any person or entity in connection with this easement.

7. **Additional Insured.** During all phases of construction associated with this easement, the County shall cause its contractor to name the School Board as an additional insured on its policies of insurance and provide a certificate of insurance to the School Board prior to the commencement of any construction on the site. Following the completion of construction, the County shall name the School Board as an additional insured on its policy of insurance and provide a certificate of insurance to the School Board.

8. **Noise.** The County shall be responsible for preventing adverse noise impacts from the pumping equipment at the Facility. To ensure that noise is minimized, the School Board staff shall be provided with the opportunity to review and approve the selected pumping and treatment system equipment during the initial design and during all subsequent maintenance of the Facility for the duration of its existence. The County shall operate the Facility in a manner that will not create any excessive noise which would unreasonably interfere with the workings and instruction conducted by the School District.

9. **Required Landscaping and Buffering.** The County agrees to provide landscaping and buffering required by the code of Indian River (as depicted in Exhibits "C-1 and C-2" attached), at its sole cost and expense. Current County Code does not require a berm for this Project.

10. **Jessica Lundsford Act.** In the event the School Board develops the real property adjacent to the Easement as an educational facility serving students, the County acknowledges that its employees or consultants who will access the Easement must comply with the background screening requirements set out in sections 1012.465, 1012.467, and 1012.468, Florida Statutes, and without waiving the limits of sovereign immunity set out in section 768.28, Florida Statutes, the County shall indemnify and hold the School Board harmless for any and all loss or damages, including loss or damage to a third party, as a result of the County' failure to comply with this requirement.

11. **Interference with District Use.** The County's use of the Easement or Facilities will not interfere with the School Board's future use of the dominate parcel.

12. **Certificates of Participation.** The County acknowledges that the property subject to this easement was purchased with Certificates of participation and that its easement interest is subordinate to these certificates.

13. **Hazardous Conditions.** To the best of its knowledge, the School Board states that the easement property is free and clear of any known containments or harmful conditions. The County agrees to refrain from using these premises for any hazardous use and will not use any hazardous chemicals on the site. If a chemical spill were to occur on the easement property premises, the County would be Responsible for clean up and remediation of the spill.

14. **Future Improvements.** Aside from the improvements depicted on the site plan attached as Exhibit B, the County shall submit any future improvements to the School Board for its approval. The School Board shall not unreasonably withhold its approval for future improvements.

15. **Discontinuation of Use.** When the County ceases to use the easement for stormwater reclamation for 12 calendar months or no longer needs the site for that purpose, the County shall remove all of its improvements from the site and return the Easement to the School Board in the same condition as it was at the beginning of this easement, normal wear and tear excepted.

16. **Termination by School Board.** If in the future, if the School Board needs to terminate this easement, the School Board shall use reasonable efforts to assist the County in finding a alternate site on School Board property if possible and compensate the County for a deprecated value of the improvements on the easement area.

17. **Permits.** The County shall be responsible for obtaining any permits associated with its improvement and use of the easement area and comply with any and all regulations thereto.

18. **Fire Hydrant.** In exchange for this easement, the County will cause to be installed a fire hydrant at the new Osceola Magnet School (formerly known as Thompson Elementary School) at a location to be agreed to by the parties. The County shall bear the costs of installation of the fire hydrant.

WHEREFORE, the School Board has approved this easement for stormwater reclamation on the day aforementioned.

THE SCHOOL BOARD OF
INDIAN RIVER COUNTY, FLORIDA

By: _____
Jeffrey Pegler, Chairman

Date approved: _____

Attest:

By: _____
Dr. Fran Adams, Superintendent

Approved as to form and legal sufficiency:

School Board Attorney

WHEREFORE, the County has accepted this easement for stormwater reclamation on the day aforementioned.

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA

By: _____
Gary C. Wheeler, Chairman

BCC Approved: _____

ATTEST:

By: _____
Jeffrey R. Smith
Clerk of Court

Approved as to form and legal sufficiency:

County Attorney

**Sketch of Legal Description
for Utility Easement for the Reuse Pumping Facility
at the Indian River School District Site**

Indian River County, Florida

Sheet 1 of 2

Not Valid Without All Sheets

SURVEYORS NOTES

- 1) THIS DESCRIPTION IS BASED UPON A SURVEY PREPARED BY CARTER & ASSOCIATES, INC. AS PROVIDED BY THE INDIAN RIVER SCHOOL DISTRICT.
- 2) THE BASIS OF BEARINGS IS ALONG THE WEST LINE OF SECTION 17-32-39 WHICH BEARS N00°12'34"E.
- 3) THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
- 4) ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
- 5) THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEGEND

- CCR CERTIFIED RECORD CORNER
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- ORB OFFICIAL RECORD BOOK
- PG PAGE
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- R/W RIGHT-OF-WAY
- N NORTH
- S SOUTH
- E EAST
- W WEST

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN TRACT 5, SECTION 17, TOWNSHIP 32 SOUTH, RANGE 39 EAST ACCORDING TO THE LAST GENERAL PLAT OF THE LANDS OF THE INDIAN RIVER FARMS DRAINAGE DISTRICT AS RECORDED IN PLAT BOOK 2, PAGE 25 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID LANDS NOW LYING IN INDIAN RIVER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S00°12'34"W ALONG THE WEST LINE OF SAID SECTION 17 A DISTANCE OF 2571.60 FEET TO A POINT, SAID POINT BEING 86.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF SAID TRACT 5; THENCE N89°49'27"E AND PARALLEL WITH THE SAID SOUTH LINE OF TRACT 5 A DISTANCE OF 50.00 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF THE LATERAL "A" CANAL AS SHOWN ON THE SAID PLAT OF INDIAN RIVER FARMS COMPANY AND THE NORTH LINE OF THE RIGHT OF WAY LINE AS DEEDED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION IN OFFICIAL RECORD BOOK 571, PAGE 604 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY FLORIDA AND THE POINT OF BEGINNING OF THE HEREON DESCRIBED PARCEL OF LAND;
 THENCE CONTINUE N89°49'27"E ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 200.00 FEET; THENCE N00°12'34"E AND PARALLEL WITH THE SAID WEST LINE OF SECTION 17 A DISTANCE OF 230.00 FEET; THENCE S89°49'27"W AND PARALLEL WITH THE SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 200.00 FEET TO AN INTERSECTION WITH THE SAID EAST RIGHT OF WAY LINE OF THE LATERAL "A" CANAL; THENCE S00°12'34"W ALONG THE SAID EAST RIGHT OF WAY LINE A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING; CONTAINING 46,000 SQUARE FEET OR 1.06 ACRES MORE OR LESS.

SKETCH OF LEGAL DESCRIPTION "This is NOT a Boundary Survey"	Drawn by: DMT	Checked by: DMT	File name 11-6595	Date 03/14/12	Scale N/A	Drawing Name 6595.dwg
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Masteller, Moler, Reed & Taylor, Inc.

PROFESSIONAL SURVEYORS AND MAPPERS

LAND SURVEYING BUSINESS #4644

1655 27th Street, Suite 2 Vero Beach, Florida 32960
 Phone: (772) 564-8050 Fax: (772) 794-0647

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



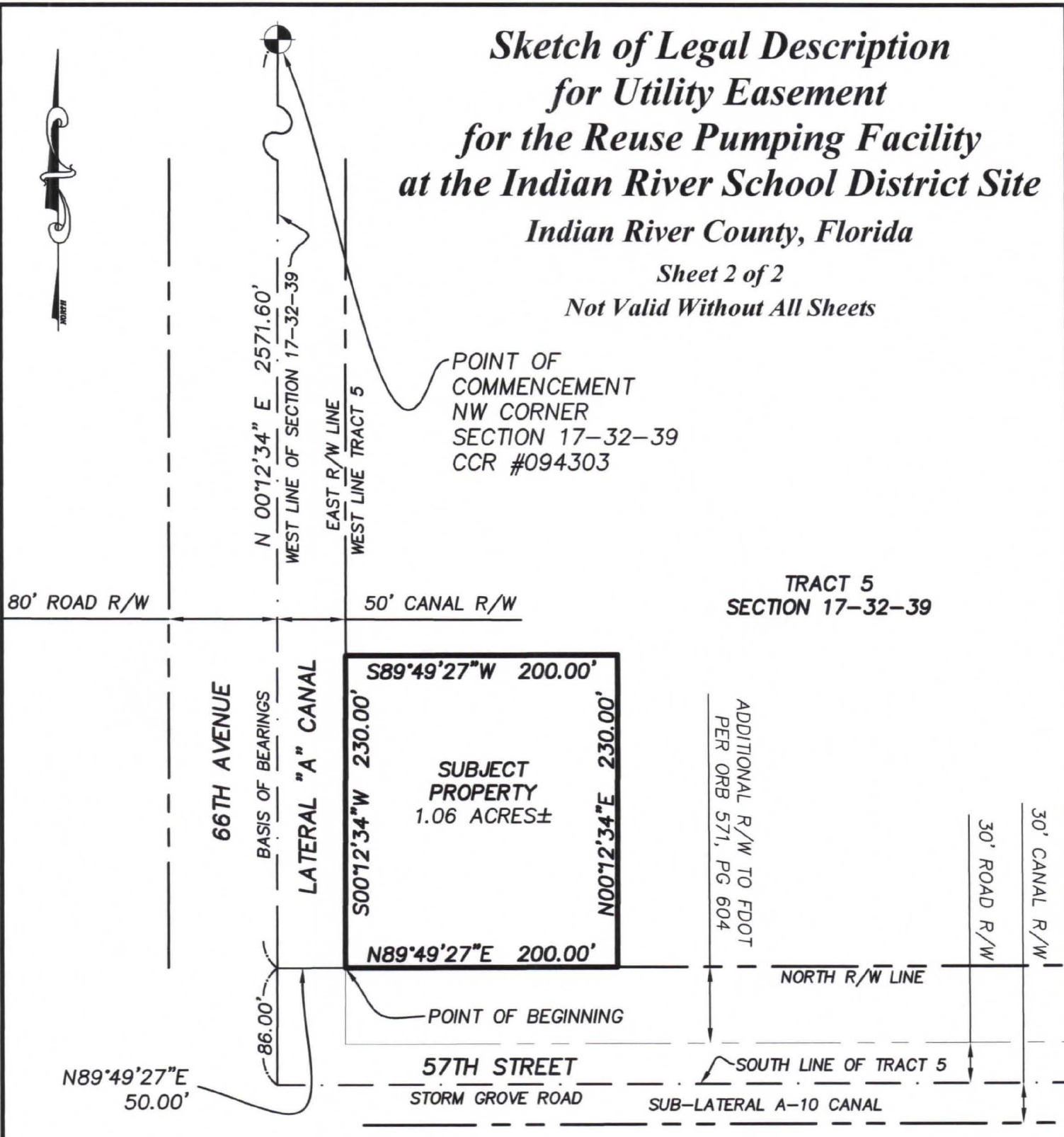
DAVID TAYLOR P.L.S. 5243

Sketch of Legal Description for Utility Easement for the Reuse Pumping Facility at the Indian River School District Site

Indian River County, Florida

Sheet 2 of 2

Not Valid Without All Sheets



SKETCH OF LEGAL DESCRIPTION
"This is NOT a Boundary Survey"

Drawn by: DMT
Checked by: DMT

File name
11-6595

Date
03/14/12

Scale
1"=100'

Drawing Name
6595.dwg

Masteller, Moler, Reed & Taylor, Inc.

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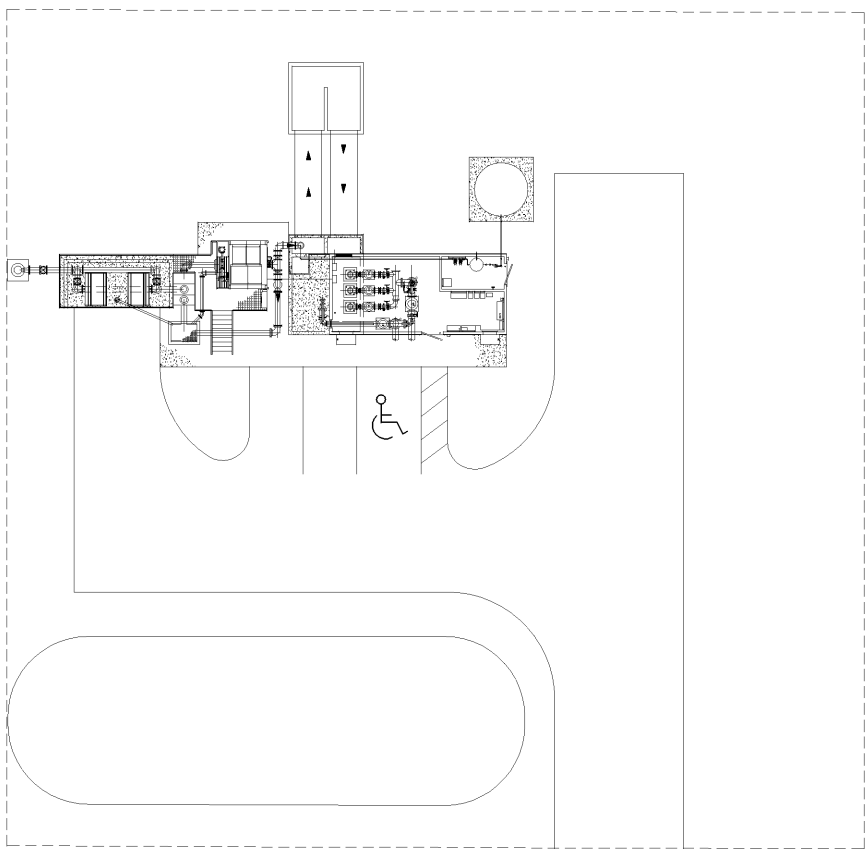
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.

DAVID TAYLOR P.L.S. 5243



200'

230'



57th STREET

EXHIBIT "B"



MASTELLER & MOLER, INC.
CONSULTING ENGINEERS
CERTIFICATE OF AUTHORIZATION NUMBER 4204
1655 27th STREET, SUITE #2, VERO BEACH, FLORIDA, 32960
(772) 567-5300 / FAX (772) 794-1106

CONCEPTUAL SITE PLAN
INDIAN RIVER COUNTY
STORMWATER REUSE TREATMENT & PUMPING
SYSTEM at STORM GROVE ROAD & 66th AVENUE



200'

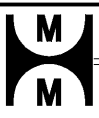
230'

20' (TYPICAL)

PERIMETER PLANTINGS DEPICTED ARE 20' WIDE TYPE "C" BUFFERS AS DESCRIBED IN I.R.C. CODE SECTION 926.08 (PERIMETER BUFFER STANDARDS).
NOTE: SIZES DEPICTED REFLECT LANDSCAPE MATERIAL AT MATURITY.

57th STREET

EXHIBIT "C-1"



MASTELLER & MOLER, INC.

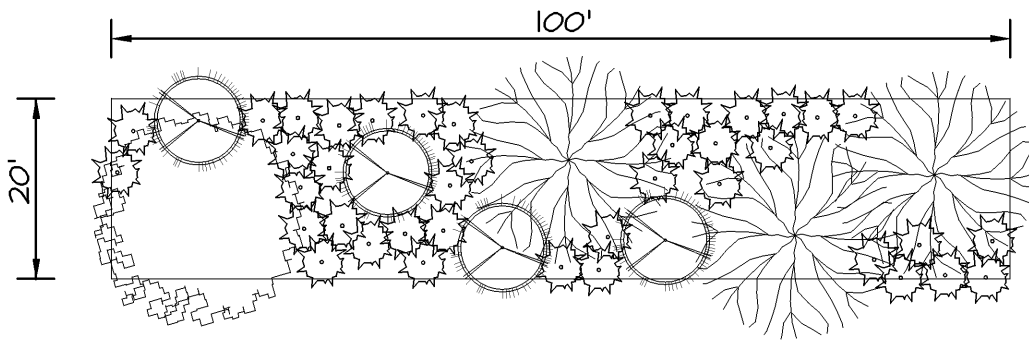
CONSULTING ENGINEERS
CERTIFICATE OF AUTHORIZATION NUMBER 4204
1655 27th STREET, SUITE #2, VERO BEACH, FLORIDA, 32960
(772) 567-5100 / FAX (772) 794-1106

Page 10 of 12

**CONCEPTUAL LANDSCAPE BUFFER PLAN
INDIAN RIVER COUNTY**



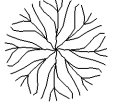
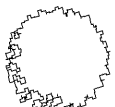
**STORMWATER REUSE TREATMENT & PUMPING
SYSTEM at STORM GROVE ROAD & 66th AVENUE**

As of 9/29/2012



CANOPY TREES:
 1 LARGE (18' TALL; 4" DBH)
 3 SMALL (12' TALL; 2" DBH)
 UNDERSTORY: 4
 SHRUBS: 40

20' WIDE TYPE "C" BUFFER
 PLANT MATERIAL PER 100 LINEAL FEET
 (N.T.S.)

PLANT SCHEDULE		
SYM.	TYPE	SIZES
	SHRUBS	18" X 18" min.
	UNDERSTORY TREES	1.5" CAL., 6' HIGH
	CANOPY TREES	4" CAL., 18' HIGH
	CANOPY TREES	4" CAL., 18' HIGH

CANOPY TREE SPECIES WILL INCLUDE ONE OR MORE OF THE FOLLOWING:
 LIVE OAK, LAURAL OAK, E. PALATKA HOLLY, DAHOON HOLLY, RED MAPLE,
 QUEEN PALM, CABBAGE PALM

UNDERSTORY TREE SPECIES WILL INCLUDE ONE OR MORE OF THE FOLLOWING:
 OLEANDER, WAX MYRTLE, SLIVER BUTTONWOOD

SHRUB SPECIES WILL INCLUDE ONE OR MORE OF THE FOLLOWING:
 VIBURNUM, LIGUSTRUM, YAUPON HOLLY

EXHIBIT "C-2"



MASTELLER & MOLER, INC.

CONSULTING ENGINEERS

CERTIFICATE OF AUTHORIZATION NUMBER 4204

1655 27th STREET, SUITE #2, VERO BEACH, FLORIDA, 32960

Page 4 of 12 (772) 567-5300 / FAX (772) 794-1106

**CONCEPTUAL LANDSCAPE BUFFER PLAN
 INDIAN RIVER COUNTY**

**STORMWATER REUSE TREATMENT & PUMPING
 SYSTEM at STORM GROVE ROAD & 66th AVENUE**

Revision 0926/2012

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SEPTEMBER MONTHLY FACILITIES UPDATE

September 21, 2012

FACILITIES DEPARTMENT

This is an update being provided to the Board concerning the existing projects, upcoming developments, and other related information that deal with the operations and facilities of the School District.

VERO BEACH ELEMENTARY

Vero Beach Elementary is progressing on schedule with most of the project being completed and in use with a Certificate of Occupancy having been issued for those areas. The overall project is within budget and may experience a small savings in the contingency fund. Normal construction related punchlist items have been identified on the buildings and grounds of the completed portion of the campus and are diligently being addressed by the contractor. After the heavy rains we have experienced over the last month, the stormwater system is functioning as was designed. The traffic and bus loops are serving the needs of the school with no serious congestion or complaints. Sitework is ongoing on the east portion of the site with proper construction barriers separating the students and faculty from the work. This work is on schedule to be completed in December.

BEACHLAND ELEMENTARY TRAFFIC

The traffic loop at Beachland Elementary has been designed and approved by the Board, and planning has begun to establish a bidding and construction schedule that will have the project completed over the summer, ready for use when the 2013-2014 school year begins. The design accommodates well over 100 cars, eases congestion on Beachland Boulevard, and should allow all stacking of parents to take place on School Board property and not in the City of Vero Beach. This design also minimizes the impact to trees and buildings on the campus, and provides additional covered seating for children waiting to be picked up in the parent loop. All estimates are that the project will come in at or under the budgeted amount for the traffic improvements.

FELLSMERE ADDITION

The project plans are nearing conceptual completion and will be sufficient to begin final pricing of the project within two weeks. As has been discussed with the Board, value engineering will be taking place in an attempt to bring the final price of the project in under budget. New requirements have been uncovered in the design phases, and those include four more required classrooms than were anticipated when initial planning began, and the potential for code-required enhanced structural design to provide a hardened hurricane shelter. Meetings are being scheduled to determine the extent of the structural enhancements, and updates will be provided to the Board once investigations and discussions are complete.

OSCEOLA MAGNET

The move from the old Osceola campus to the new Osceola campus (old Thompson campus) is complete and things are running very smoothly. The contract has been awarded to Proctor Construction for the construction of the expansion of the existing cafeteria and enhanced parking on the north side of campus. Construction will begin the first of October and is scheduled to be complete at the end of April.

TREASURE COAST ELEMENTARY

Design has begun to add the wing onto Treasure Coast Elementary that was originally planned, designed, and engineered, but never built. The District still owns the plans and will now construct it, in addition to rehabilitating the eight concretables that are currently onsite and in use. This project will be completed by December 31, 2013.

MISCELLANEOUS PROJECTS

Planning and design is underway on numerous projects around the District that are in need of attention. Air conditioning (mechanical) enhancements and rehabilitations are planned and in the works for Gifford Middle School, Oslo Middle School, Vero Beach High School, the Performing Arts, and the Vero Beach Freshman Learning Center. A lighting retrofit is planned and designed for Sebastian River High School. Locker room and shower renovations and upgrades are being planned for Sebastian River Middle School. The sites are being studied and plans are being produced to resolve drainage issues at Dodgertown Elementary and Gifford Middle School. The existing structural roof components called Kalwall are in need of replacement at Gifford Middle School, and planning is being done to have an architect design the replacement.