

Indian River County District School Board
Business Meeting Agenda
October 23, 2012 at 6:00 p.m.

It is hereby advised that if a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he/she will need to ensure that a verbatim record is made that includes the testimony and evidence upon which the appeal is to be made.

- I. **Call Meeting to Order – Chairman Pegler**
(Announcement: Please turn off all cell phones. Cell phones, even when set to a silent mode, can cause loud disturbances within the room's audio enhancement system.)
- II. **INVOCATION**
- III. **PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS**
by: Sebastian River High Schools' Naval Junior ROTC under the Direction of James O'Neal, MGySgt USMC (Ret)
- IV. **ADOPTION OF AGENDA**
- V. **PRESENTATIONS**
 - A. Florida Association for Pupil Transportation and Florida Department of Education's Recognition to Vero Beach Elementary Student as the 2nd Place Winner, Division One, Poster Contest, "Stand Back from the Yellow and Black", for National School Safety Week, October 22-26, 2012 – Mr. Millar**
 - B. 2012-2014 Florida Healthy School Districts, Bronze Award to School District of Indian River County – Mr. Stern**
 - C. 2013 National Merit Scholarship Semifinalists – Dr. Adams**
- VI. **CITIZEN INPUT**
- VII. **CONSENT AGENDA**
 - A. Approval of Minutes – Dr. Adams**
 - 1. FERPA Discussion held 10/2/2012
 - 2. Employee Health Center Workshop held 10/9/2012
 - 3. Round Table Discussion held 10/9/2012
 - 4. Business Meeting held 10/9/2012Superintendent 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 Updated School Resource Officer Agreement with Indian River County Sheriff's Department – Ms. Roberts

The purpose of the agreement is to continue to provide law enforcement, counseling, and law-related educational service programs to the schools of Indian River County as defined in F.S. 1006.12. The attached agreement was updated by removing the reference to the Community Oriented Policing Services Federal Grant that no longer exists under Article IV.A and to update other references to reflect current practice. This is a continuing contract. The District is responsible for 50% of the salaries of the SROs, funding for the DARE Program, and 50% of conference expenses, not to exceed \$5,000 annually. Superintendent recommends approval.

D. Approval of Donation – Mr. Morrison

Sebastian River High School received a donation in the amount of \$3,000 from FHSAA Fred E. Rozelle Sportsmanship Award. The funds will be used in athletics and towards a trophy case. Superintendent recommends approval.

E. Approval of Extension of Current Early Learning Coalition Contract with Extended Day Program – Mrs. D'Albora

This is an Extended Day Program request for the extension of the current contract with the Early Learning Coalition to provide services for the before and after school care. This contract is effective January 2013 through June 30, 2013. No cost to the District. Superintendent recommends approval.

F. Approval of 2012-2013 School Improvement and Differentiated Accountability Plans – Mrs. D'Albora

School Improvement and Differentiated Accountability Plans are respectfully submitted with recommendations for approval. Each School Improvement Plan may be accessed at the following location: http://www.flbsi.org/1213_SIP/Login.aspx. No login is necessary. Click to "View School Improvement Plan (Read-Only)". Attached is a list of schools that have submitted plans approved by their School Advisory Councils and a District Review Committee. Superintendent recommends approval.

VIII. ACTION AGENDA

A. Approval of Greater Florida Consortium's 2013 Legislative Program – Mrs. Disney-Brombach

The proposed Greater Florida Consortium of School Boards' 2013 Legislative Program is attached. The Consortium bylaws require each School District to approve the Program. The bylaws stipulate that if any issue contained in the proposed Program draws an objection from any one of the member Boards, the issue is removed from the final Program. This bylaw ensures that all the issues in the final Program have the support of all the members. Superintendent recommends approval.

B. Approval to Award Contract for Engineering Testing Services, Bid 2012-16 - Mr. Morrison

The Facilities Department requested that an RFQ be promulgated for professional, engineering testing service that consists of geotechnical/foundation studies, construction materials testing, structural/threshold inspections, environmental audits/assessments, and other engineering services for miscellaneous projects on an as needed basis. It is the intent of the District to award continuing contracts to multiple firms to provide services as assigned by the Facilities Department on a rotating and/or best fit selection. The net financial impact as estimated by the Facilities Department is \$300,000 annually. It is recommended that negotiations proceed per Chapter 287.055 F.S. to obtain continuing contracts with Andaman & Associates, Inc.; Dunkelberger Engineering and Testing, Inc.; GFA International, Inc.; GLE Associates, Inc.; KSM Engineering & Testing; MBV Engineering, Inc.; Nutting Engineers of Florida Inc.; Professional Services Industries, Inc. (PSI); and Universal Engineering Sciences, Inc. Superintendent recommends approval.

C. Approval of Release of Partial Retainage Payment to Proctor Construction Company for Sebastian River High School Part II Freshman Learning Center Addition Project (2010-12) – Mr. Morrison

Approval is recommended for the release of partial retainage in the amount of \$169,385.01 to Proctor Construction Company for the Sebastian River High School Part II Freshman Learning Center Addition (#2010-12). On May 10, 2011, the Board approved the Guaranteed Maximum Price (GMP) for this project in the amount of \$6,875,052.98. Retainage held to date for this project totals \$338,770.03, with a remaining balance of \$169,385.02 after approval of partial retainage payment. The remaining retainage balance will be brought to the Board at a later date, upon completion of the project as approval of final payment to the contractor in accordance with Florida Statute 1013.50. Superintendent recommends approval.

D. Approval of Employers Group Waiver Plan (EGWP) – Ms. Roberts

The Centers for Medicare and Medicaid Services policy is to provide plan sponsors with maximum flexibility and minimum administrative burden so employers will continue to offer retirees, qualified to receive Medicare or Medicaid, a better selection of high-quality prescription drug coverage that is available worldwide. This is made possible with an Employers Group Waiver Plan (EGWP). The District, along with consultants Brown and Brown, searched for a third-party benefits administrator. The research found AMWINS that will administer the EGWP at no cost to the District. A copy of the policy will be available prior to the meeting. Superintendent recommends approval.

E. Approval to Terminate Four 2012-2013 State-Approved Supplemental Education Services (SES) Provider Contracts – Mrs. D’Albora

Supplemental Education Services (SES) are offered to eligible students attending Title I schools to provide tutoring by State-approved independent contractors. SES Provider contracts were Board approved on 8/28/12. The termination of the School District of Indian River County’s contractual agreements between Brain Hurricane, LLC; and Kinetic Potential Scholars is recommended due to noncompliance issues with the contracts. The termination of the School District of Indian River County’s contractual agreements between Rocket Learning Partners, LLC; and Smart Kids is recommended based on the SES Providers’ request. Superintendent recommends approval.

F. Approval of Agreement with University of Central Florida to Participate in Science Understanding, Math mentoring Integrated with Technology Grant (SUMMIT) – Mrs. D’Albora

The School District of Indian River County is pleased to partner with Dr. Larry Chew from the University of Central Florida (UCF) in the Science Understanding, Math Mentoring Integrated with Technology Grant (SUMMIT), as part of the Florida Department of Energy’s Math Science Partnership for a second year. The purpose of the District’s participation is to train and prepare elementary teachers on the implementation of the Federal Science, Technology, Engineering, and Math (STEM) Initiative. The District’s participation will include teacher attendance at a five-day training event; opportunity for teachers to conduct lesson study at their own school (2 ½); and a two-day, follow-up workshop for all participating teachers. Funds will be used for professional development stipends; substitute teachers to cover participants’ classrooms while attending partnership events; and training kits for each participant. The workshops will be conducted under UCF’s prime award from the Florida Department of Education. The School District of Indian River County is eligible to receive \$45,084.00. There will be no cost to the District. All project activities are fully funded by the grant. The grant period begins September 1, 2012, and extends through May 31, 2013. Superintendent recommends approval.

IX. SUPERINTENDENT’S REPORT

X. DISCUSSION
No items.

XI. SCHOOL BOARD MEMBER MATTERS – Chairman Pegler

XII. INFORMATION AGENDA

A. Monthly Facilities Report – Mr. Morrison

Attached is the Report.

B. Financial Report for Month ending July 31, 2012– Mr. Morrison

Attached is the Financial Report for the month ending July 31, 2012.

XIII. SUPERINTENDENT'S CLOSING

XIV. ADJOURNMENT – Chairman Pegler

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

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The Indian River County District School Board met on Tuesday, October 2, 2012, at 10:06 a.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.

Family Educational Rights and Privacy Act

I. Called Discussion to Order –Chairman Pegler

II Purpose of the Discussion – Dr. Adams

Dr. Adams said that it was very important and timely to bring to the Board information regarding Family Educational Rights and Privacy Act (FERPA), and funding. She said that Mr. Green and Mrs. D'Agresta worked together to bring this information to the Board.

III. Presentation and Board Discussion – Mrs. D'Agresta/Mr. Green

Mr. Green said that this was a hot topic in his Department, Information Services. He said that the goal today was to educate everyone on the language and the law. Mr. Green said that the intent of this federal law was to afford parents' and students' rights to access their children's education records, request records to be amended, and to consent to the disclosure of personally identifiable information from education records, except as provided by law. Mrs. D'Agresta explained that the Florida Statute was eliminated and the federal law was put in its place. She said that in order to receive federal funding, the District must follow the federal regulations. The penalty could be action taken against funding. Mr. Green stated that the purpose was not to sue School Districts but to use it to ensure compliance. Mrs. D'Agresta said that a parent could file declaratory action. If they won, they would be entitled to a refund of their attorney fees.

Mr. Green explained the definition of "Personally Identifiable Information". He explained how reports or information forwarded can be linked back to information containing identifiable information. Mrs. D'Agresta gave an example.

Mr. Green explained the definition of conditions that must exist in order to release information. He stated that there were two conditions: Disclosure without consent and Disclosure with consent. Notification to parents of their rights under FERPA was distributed annually in the Parent Guide. Mr. Green defined without consent and with consent.

In addition to the conditions that must exist, there were recordkeeping requirements (Florida Sunshine laws and retention laws) and written agreements that should be in place to ensure the safe handling and disposal of student

education records by a third party. The written agreements should be clear about roles, responsibilities, and expectations. A list of nineteen very specific areas must be met by the third party. The District was currently working on a final document that would require the third-party's signature. Mrs. D'Agresta stated that even if the third party signed the document, if you know they do not have the security systems in place, you should not give out the information. She said that you could insist upon physically seeing their security system and how it worked.

Mr. Green talked about the security of online student testing with third-party vendors and how their information was stored. There was a discussion on liability of teachers who created their own websites containing information intended for students. It was suggested that along with Board policy, there needed to be action plans in place. Dr. Adams said that on one hand we encouraged teachers to use the system but on the other hand they must be aware of the security issues. Mr. Green stated that if teachers or any employee posts something, it was subject to Florida Sunshine Law. Mrs. D'Agresta stated that as soon as you state, go to that website, you were opening it up to public records law. Mr. Green said that the law was challenging for all School Districts. Dr. Adams said that there was definitely a capacity issue. Mr. Green added that there was definitely a man hours issue as well.

There was a discussion on how the law would affect community organizations who served our students. Examples were given such as the County Health Plan and the SRO Officers. Mr. Green said that IS received about 15 requests per month for information that would be impacted from this law. Unidentifiable, aggregated information could fall outside the requirement but it would have to be considered closely by management. Mr. Green stated that even with parent consent, the organization would need to be in compliance and sign the written agreement. Mrs. D'Albora mentioned that there could be an issue if the organization had volunteer workers that would create another level of security concerns.

Dr. Adams stated that the reason they were bringing this to the Board was because it was coming to the forefront and because they were receiving more and more requests for information. She said that she may need to workshop this issue with community organizations so that they understood the law. Dr. Adams stated that Mrs. D'Agresta enlightened them to the fact that they do not want to continue to put the District at risk. Board Members were given an opportunity to ask questions and make suggestions.

IV. ADJOURNMENT –Chairman Pegler

With no further business, the meeting adjourned at approximately 11:01 a.m.

The Indian River County District School Board met on Tuesday, October 9, 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 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. Vice Chairman Carol Johnson was not present.

Employee Health Center Workshop

- I. Called Workshop to Order – Chairman Pegler
- II. Purpose of the Workshop – Dr. Adams
Dr. Adams stated that the purpose of the workshop was to present additional information.
- III. Presentation – Ms. Roberts/Mr. Hindman and Mr. Felton, Consultants for Brown & Brown
Ms. Roberts introduced Mr. Felton, Mr. Hindman, and Mr. Saylor, Consultants from Brown & Brown, who were present to answer questions from the Board. Ms. Roberts stated that the District received 1,280 responses to the Health Clinic Survey from a possible 1,900 benefitted employees. (Attachment 1) From the responses, 950 (74%) indicated that they would take advantage of an on-site medical clinic. There were 313 (24%) that said they would not and 17 (2%) said that they may. She summarized the comments and said that a copy of the responses was available in her office.

Ms. Roberts reviewed the proposed layout (Attachment 1) of the Health Centers, noting the room dimensions and use. Ms. Roberts gave a brief overview of the Administrative and Medical Program Scope of Services (Attachment 2), 3-page handout. The areas included were: Medical Services, Lab Testing, Medications, Technology and Infrastructure, Facility Operations, Medical Staff, Reporting, and Long-term Prevention Programs Included. Ms. Roberts stated that these services would be available for all employees and retirees covered by the District's Health Insurance Plan. She said that they would start with set hours and then flex the hours of operation as needed. Mr. Hindman said that services such as blood work analysis would be performed by a nationally known company off site. He also noted that visits would be by appointment only.

It was noted by Mr. Hindman and Ms. Roberts that the District would not need a Wellness Coordinator as all services would be done by the Center's staff. Dr. Adams said that the District could decide, after having the Center for some time, whether or not to hire a Coordinator from general operating funds. She said that the dollars from Florida Blue could tie into the services being provided by CareHere for wellness programs.

There was a presentation of information regarding the experience of other Counties who ran or were currently running a Center and utilizing the services of CareHere. A handout was presented from CareHere representatives (Attachment 3 and 4) as an example of client outcomes over a 4-year period of health center operation that demonstrated a reduction of health and financial risks. There was a discussion regarding the startup costs for the first year of operation. Information on trends for future medical costs and savings for such items as prescriptions and prevention of major medical costs were presented.

Mr. Watson talked about orientations that they would schedule at work sites to educate employees about the services to be provided and how to utilize services. There would be an 800 number for employees who do not have access to a computer to set their appointments on line. The targeted usage per day was 85% with 15% set aside for workman's compensation first report of injury (if the District decided to add that service) and drug testing as needed. It was noted that the District would have to decide what services (menu of services) they wanted at startup and when to add additional services to the Center.

- IV. Questions – Chairman Pegler
Board Members were given an opportunity to ask questions. Another workshop was scheduled to present addition information requested by the Board. Note: Next workshop was scheduled for December 4, 2012, at 9:00 a.m.

- V. ADJOURNMENT – Chairman Pegler

With no further discussion, the workshop adjourned at approximately 10:59 a.m.

The Indian River County District School Board met on Tuesday, October 9, 2012, at 1:00 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 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. Vice Chairman Carol Johnson was not present.

Round Table Discussion

I. Opened by Chairman Pegler.

II. Items Placed on Agenda by Board Members – Chairman Pegler

A. Ms. Jiménez

1. Grading Practices

Ms. Jiménez talked about parents' concerns regarding homework being graded by some teachers and not by other teachers. Dr. Adams acknowledged the importance of parents knowing how their child would be graded. Mrs. Conley, Mrs. Long, and Mrs. D'Albora talked about Grading Practices training, planning, common practices, best practices, and keeping parents informed. Dr. Adams said that it was the District's job to push and challenge teachers but it was the teachers' decision as to whether or not to grade homework.

2. Update on 6.141 Policy

Title: Eligibility for participation in interscholastic extracurricular student activities sanctioned or regulated by the Florida High School Athletic Association

Ms. Jiménez asked for an update. Dr. Adams reported that they have a meeting with the Principals on Thursday.

B. Mr. McCain

C. Chairman Pegler

1. Split Classes

Chairman Pegler mentioned the notice in the newspaper regarding Beachland's split classrooms. Dr. Adams stated that one class had to be split at Beachland Elementary School in order to meet the Class Size Constitutional Amendment requirement, class by class. She stated that the class was split today and reported that it was done without any problems. They discussed out-of-zone students, as well as students with fake addresses. Dr. Adams said that the Attendance Office was following up on all reported information. She said that Friday was the deadline to be in compliance with Class Size.

2. New purchasing mandate for Florida Preference. Mrs. D'Agresta explained the new mandate for hard bids and RFPs and how that was going to work. She also mentioned the change in bids and RFPs regarding public records.

3. New wellness initiative, "Healthy Food for Kids", article regarding students putting the healthy food into the garbage cans.

D. Mrs. Johnson

Not present.

E. Mrs. Disney-Brombach

1. Reported on the Amendment Forums being held to educate the community.
2. Reported on the Greater Florida Consortium of School Boards Legislative Platform that was placed on the October 23 business meeting for Board approval. Mrs. Disney-Brombach also reported on their upcoming meeting to discuss funding for school facilities and another source for charter school facility funding. This was due to the lack of PECO funds generated by taxing telephone landlines to pay for school facilities.
3. Request for information on Class Size funding expenditures. Mrs. Disney-Brombach asked Dr. Adams to send Becki Couch, Duval County School Board, a document showing how all class size funding was spent in Indian River County. This would be in support holding Districts harmless from penalties, if they could demonstrate that all funds were spent to meet class size requirements.

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

Dr. Adams talked about the legislative requirement regarding the Teen Dating and Violence curriculum training for teachers; and additional training for teachers and Administrators on the Marzano Teacher Evaluation process.

Mr. Morrison said that he would report on the District's borrowing "rating" at the business meeting regarding the Resolution on Action A. He distributed a Facilities Project Report. Mr. Morrison also distributed a memo with the estimated project dates. He reported that they were starting to work on the 2013-14 Five-Year Plan. Mr. Morrison mentioned the charter school audit reports, analysis of audit findings for St. Peter's Charter School, and the District's Auditor's Exit Interview meeting. He also mentioned his memo regarding Treasure Coast Elementary School's original plan filed with St. John's Water Management for a bus depot and the plan to change it to a classroom wing, with a retention pond. Mr. Morrison mentioned the Bus Compound line up and the need for a traffic light or a plan to resolve the traffic pattern.

IV. Board Committee Reports – Chairman Pegler

Ms. Jiménez reported on the Metropolitan Planning Organization Meeting, Obesity Task Force Meeting, Economic Development Committee Meeting, and the Connected 4Kids Meeting. She asked if someone was available to attend the next EDC meeting in her absence.

Mrs. Disney-Brombach reported on the Treasure Coast Council of Local Governments' Legislative Platform, and the Florida School Boards ad hoc meeting.

Ms. Jiménez and Mrs. Disney-Brombach talked about the new PARCC (Partnership for Assessment of Readiness for College and Careers) that would replace FCAT.

V. ADJOURNMENT – Chairman Pegler

With no further items, the discussion adjourned at approximately 2:47 p.m.

The Indian River County District School Board met on Tuesday, October 9, 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 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. Vice Chairman Carol Johnson was not present.

Business Meeting

- I. Called Meeting to Order – Chairman Pegler
- II. Invocation was given by Pastor Kellie Tipton, Children's Pastor at Central Assembly of God
- III. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS
BY: Vero Beach High School's Air Force Junior ROTC Detachment 043, under the Direction of Chief Wade E. Dues, Chief Master Sergeant (Ret), USAF
- IV. ADOPTION OF AGENDA
Chairman Pegler called for a motion. Ms. Jiménez moved approval of the Orders of the Day. Mrs. Disney-Brombach seconded the motion and it carried unanimously, with a 4-0 vote.
- V. PRESENTATIONS
A. 2011-2012 Fred E. Rozelle Sportsmanship Award Recognition to Sebastian River High School's and Sebastian River Middle School's Athletic Programs – Dr. Adams
Mr. Stutzke, Athletic Director at Sebastian River High School, talked about the criteria of the award. Mr. Racine, Principal of Sebastian River High School, stated that this was a community award as well as a student/school award. Mr. Kramek, Principal at Sebastian River Middle School, congratulated the Schools and the Students.
- VI. CITIZEN INPUT
No requests were received.
- VII. CONSENT AGENDA
Chairman Pegler called for a motion. Mr. McCain moved approval of the Consent Agenda. Ms. Jiménez seconded the motion and it carried with a 4-0 vote.
A. Approval of Minutes – Dr. Adams
 1. School Board Policy Review Discussion held 9/18/2012
 2. Constitutional Amendments held 9/18/2012
 3. Information Session held 9/20/2012

4. Mental Health Services Workshop held 9/25/2012

5. Regular Business Meeting held 9/25/2012

Superintendent 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 to Dispose of Surplus Property – Mr. Morrison

This was a request for approval to dispose of surplus property in accordance with Florida Statutes 274.05 and 274.06. The attached lists represented property to be deleted from various inventories and/or for items that were declared surplus. After Board approval, the property would be recycled and/or auctioned. In addition, attached was a list that represented property that was recorded for building materials and improvements for the old Dodgertown Cafeteria, flammable storage building, and District owned portable classrooms. These buildings were demolished as per the terms and conditions of the contracts for site and demo work with Summit Construction as of June 30, 2012. This request was to have the attached records deleted from the Fixed Asset Ledger pursuant to Florida Statutes 274.07 (Board Submittal). Superintendent recommended approval.

D. Approval of Donations – Mr. Morrison

Wabasso School received a donation in the amount of \$1,465 from the Knights of Columbus Council #5629. The funds would be used for student needs as approved by the Principal. Superintendent recommended approval.

E. Approval of Band Trip to Indianapolis, Indiana, March 2013 – Mrs. D’Albora

This request was for out-of-state travel to Indianapolis, Indiana to participate in the 2013 Music For All National Music Festival presented by Yamaha that would be held March 14-16, 2013. Bands from Vero Beach High School, Gifford Middle School, and Sebastian River High School were selected to perform. All necessary information pertinent to insurance issues was cleared with Risk Management. All costs were covered by fundraising and parents, with the exception of travel expenses for Principals, substitutes for teachers, and insurance. Superintendent recommended approval.

F. Approval of Gifford Middle School Band Trip to Athens, Georgia, December 2012 – Mrs. D’Albora

This request was for Gifford Middle School Band to travel out of state to University of Georgia located in Athens, Georgia to participate in the Middle School Band Festival (MidFest), hosted at the University of Georgia on December 7-9, 2012. All necessary information pertinent to insurance issues was cleared with Risk Management. All costs were covered by fundraising and parents, with the exception of travel expenses for teacher, substitutes for teacher, and insurance. Superintendent recommended approval.

G. Approval of TEDx @IB York Conference in Toronto, Canada, November 2012 – Mrs. D’Albora

This request was for out-of-state travel to Toronto, Canada to participate in the TEDx @IB York Conference to be held at the York School in Toronto on November 14-15, 2012; where IB and TED have partnered to hold a student-focused conference similar to TED talk conferences. Students from all over the world would gather for two days, with discussions centered around the theme “Taking on the World”. Students would also have the opportunity to tour various sites of interest. Students would arrive in Toronto on November 13 and depart on November 17. All necessary information pertinent to insurance issues was cleared with Risk Management. Students would incur the entire cost, with the exception of a few minor expenses being paid from IB funds, at approximately \$1,600. Superintendent recommended approval.

VIII. ACTION AGENDA

A. Approval of Resolution #2013-05, Tax Anticipation Notes, Series 2012 – Mr. Morrison

The purpose of this action was to adopt the attached Resolution #2013-05 authorizing the issuance of Tax Anticipation Notes (TAN), Series 2012, in the amount of \$12 million to provide interim funds for the payment of operating expenses; approve the form of documents in connection with the issuance of the notes; delegate to the Superintendent and appropriate staff the authority to accept the most favorable bid for the notes, subject to certain restrictions; and to take all necessary actions in connection with the issuance of the notes. The issuance of the TAN was required in order to provide necessary, short-term financing to position the District in such a manner that it was able to meet projected cash flow deficits of the General Fund. Based upon staff analysis, it was projected that the District would experience cash receipt deficits ranging from \$10 million to \$12 million during the month of November 2012. These cash flow deficits were mainly attributable to the intense slow-down of cash receipts from the Tax Collectors’ Office that was usually experienced from July through the middle of November every year. Superintendent recommended approval

Chairman Pegler called for a motion. Mrs. Disney-Brombach moved approval of Resolution #2013-05, Tax Anticipation Notes, Series 2012. Mr. McCain seconded the motion. Chairman Pegler called for a Roll Call vote as follows:

Mr. McCain	Aye
Ms. Jiménez	Aye
Mrs. Disney-Brombach	Aye
Chairman Pegler	Aye

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

B. Approval of Release of Final Payment to Summit Construction Management for the Dodgertown HVAC Project (2011-06) – Mr. Morrison

Approval was recommended for the release of Final Payment in the amount of \$234,323.29 to Summit Construction Management for the completion of the Dodgertown HVAC Project (#2011-06). On February 8, 2011, the Board approved the Guaranteed Maximum Price (GMP) for this project in the amount of \$2,748,846.00; with the final construction cost for this project totaling \$2,736,145.59. The unused portion of the GMP, in the amount of \$12,700.41, was a savings to the District. Final payment of this project was being brought to the Board for approval in accordance with Florida Statute 1013.50. The final payment to the contractor consisted of the project retainage that was held until project completion. Superintendent recommended approval.

A Utility Report Card was distributed. Chairman Pegler called for a motion. Mrs. Disney-Brombach moved approval of release of final payment to Summit Construction Management for the Dodgertown HVAC Project (2011-06) in the amount of \$234,323.29. Ms. Jiménez seconded the motion and it carried unanimously, with a 4-0 vote.

C. Approval of Release of Partial Payment to Proctor Construction for the Vero Beach Elementary School Replacement Project (2011-07) – Mr. Morrison

Approval was recommended for release of Partial Retainage in the amount of \$306,926.68 to Proctor Construction Company for the Vero Beach Elementary School Replacement Project (#2011-07). On April 12, 2011, the Board approved the Guaranteed Maximum Price (GMP) for this project in the amount of 18,790,657.00. Retainage held to date for this project totaled \$799,443.17, with a remaining balance of \$492,516.49 after approval of partial retainage payment. The remaining retainage balance would be brought to the Board at a later date, upon completion of the project as approval of Final Payment to the contractor in accordance with Florida Statute 1013.50. Superintendent recommended approval.

Chairman Pegler called for a motion. Mrs. Disney-Brombach moved approval of release of partial payment to Proctor Construction for the Vero Beach Elementary School Replacement Project 2011-07 in the amount of \$306,926.68. Mr. McCain seconded the motion and it carried unanimously, with a 4-0 vote.

D. Approval of Employers Group Waiver Plan (EGWP) – Ms. Roberts

Deleted

E. Approval of Contract Renewal with Learning Sciences International – Ms. Roberts

A contract with Learning Sciences International would provide year-long inter-rater reliability and professional development for all administrators through on-site and web-based opportunities for the observation of teachers using the new teacher evaluation framework. Additional training would be provided for teacher leaders to ensure fidelity in the implementation of this process. The cost to the District would be \$48,500.00 that would be paid from Race to the Top Grant Funds. Superintendent recommended approval.

Chairman Pegler called for a motion. Mr. McCain moved approval of the contract renewal with Learning Sciences International. Ms. Jiménez seconded the motion and it carried unanimously, with a 4-0 vote.

F. Approval to Suspend Instructional Employee Without Pay Pending Outcome of Termination Hearing and Determine Termination Hearing Type – Ms. Roberts

The Superintendent recommended suspension without pay effective October 10, 2012, pending the outcome of a hearing of instructional employee, Alan Seiden. The grounds for this recommendation were contained in the attached charging letter. By letter dated October 2, 2012, the employee requested a hearing. Additionally, the School Board must determine if it would handle the termination hearing or send it to the Department of Administrative Hearings. Superintendent recommended approval.

Citizen Input Request:

Mr. Thomas Johnson, Attorney representing Alan Seiden, spoke to this item.

Mrs. D'Agresta suggested that the motions be taken in two parts. The first motion would be to address the suspension. The second motion would be to determine if the Board would handle the termination Hearing or send it to the Department of Administrative Hearings. If the decision was to send it to the Department of Administrative Hearings (DOAH), the final decision would come back to the Board for a final vote.

Chairman Pegler called for a motion to address the suspension. Ms. Jiménez moved approval of the Superintendent's recommendation to suspend Alan Seiden, without pay, effective October 10, 2012, pending the outcome of a Hearing. Mr. McCain seconded the motion and it carried unanimously, with a 4-0 vote.

Mrs. D'Agresta stated that the Hearing by the Board was required to be done within 60 days. If the hearing was by DOAH, the 60-day notice would

commence within 60-days notification to DOAH. She explained the costs associated with a DOAH Hearing. Mrs. Disney-Brombach moved approval to have the Department of Administrative Hearings' Judge hear the case. Mr. McCain seconded the motion. Board Members discussed the motion. Chairman Pegler called for a vote. The vote was tied with Mrs. Disney-Brombach and Mr. McCain voting in favor of the motion; and Ms. Jiménez and Chairman Pegler voting against the motion.

Chairman Pegler called for a motion. Ms. Jiménez moved approval to have the District School Board hold the Hearing. Chairman Pegler passed the gavel to Mrs. Disney-Brombach. Mr. Pegler seconded the motion. The Board discussed the motion. The Board voted in favor of the motion, with a 3-1 vote. Ms. Jiménez, Mr. Pegler, and Mrs. Disney-Brombach moved approval of the motion. Mr. McCain voted against the motion.

Mrs. D'Agresta stated that the Board had until December 1, 2012, to hold the Hearing. She suggested starting in the morning and continuing as long as needed. The Board agreed to schedule the Administrative Hearing on Monday, November 26, 2012, starting at 9 a.m. Mrs. D'Agresta stated that she would prepare the notice.

G. Public Hearing and Adoption of Revisions to School Board Policy 3.40 Personnel Evaluation – Dr. Adams

On August 28, 2012, the Board moved approval to set the Public Hearing date for revisions to School Board Policy 3.40 Personnel Evaluation. The purpose of the revisions was to include an evaluation process for teachers that terminate anytime during the school year. The policy change process was followed in accordance with Florida Administrative Procedures Act, Statute Statutes, and School Board Policy #1.06. Superintendent recommended approval.

Public Hearing

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

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

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

Chairman Pegler called for a motion. Ms. Jiménez moved approval of the revisions to School Board Policy 3.40 Personnel Evaluation. Mr. McCain seconded the motion and it carried unanimously, with a 4-0 vote.

IX. SUPERINTENDENT'S REPORT

Dr. Adams reported that Friday, October 12, 2012, was the last day of FTE to be in compliance with the Class Size Amendment, class by class. She mentioned that the schools were currently holding Spelling Bees. Dr. Adams congratulated Sebastian River High School on their first Home Coming Parade last week. She said that this week was Vero Beach High School's Home Coming. Dr. Adams congratulated Mr. Morrison and Staff on the Superior Rating in regard to ability to borrow funds.

X. DISCUSSION

No discussion items.

XI. SCHOOL BOARD MEMBER MATTERS – Chairman Pegler

Ms. Jiménez reported on the International Walk to School Event. She congratulated schools for being invited to the Band events. Ms. Jiménez talked about an ad in the *New York Times* regarding student prescription drug usage from their homes. She also mentioned worldwide education reform in England, stating that teachers could only do so much because excellence requires equity and tests to do not prove excellence, excellent teachers do. Ms. Jiménez also noted that they looked to Finland because they consistently had high-quality education results. She also urged the community to stop government mandates on education.

Mrs. Disney-Brombach reminded the public about the upcoming Forums on Constitutional Amendments on October 16, 2012, in the TEC and at 6:00 p.m. at Sebastian Elementary School Cafeteria.

XII. INFORMATION AGENDA

A. Charter School Audits – Mr. Morrison

Attached were fiscal 2011/2012 Charter School Audits that were contractually due to the School Board annually by September 20.

XIII. SUPERINTENDENT'S CLOSING

Dr. Adams mentioned the International Baccalaureate Students traveling to Canada to "Take on the World". She also reminded parents that there would be no school on October 19. Dr. Adams said that October 23 was the end of the first nine weeks, with report cards and parent/teacher meetings to follow. She mentioned an article written in 32963 featuring Principals O'Keefe and Racine.

Ms. Jiménez thanked Mrs. Disney-Brombach for taking on the job of educating the community on the Constitutional Amendments.

XIV. ADJOURNMENT – Chairman Pegler

With no further business, the meeting adjourned at approximately 6:52 p.m.

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CONSENT AGENDA 10/23/12

Personnel Recommendations

1. Instructional Changes
Howle, William – Alternative Center, reassigned to Purchasing Department, effective 10/19/12, pending results of criminal investigation
2. Instructional Leaves
Assad, Barbara – Wabasso, 10/10/12-10/28/12
Barnes, Kristin – FLC, 10/16/12-12/2/12
Pennington, Teri – SRMS, 10/15/12-10/28/12
Rao, Lina – VBHS, 9/28/12-10/14/12
Sakany, Elizabeth – Highlands, 10/3/12-10/28/12
Steinman, Jeff – Oslo Middle, 9/26/12-10/8/12
3. Instructional Promotions
4. Instructional Transfers
Petersen, Constance – transfer from VBHS to Gifford Middle Reading Teacher 10/26/12
5. Instructional Separations
6. Instructional Employment
Bailey, Karen – Substitute Teacher 10/24/12
Byrd, James – Substitute Teacher 10/24/12
Calderon, Homar – SRHS, Assistant Boys Soccer Coach, supplement only 10/24/12
Chauncy, Kim – Substitute Teacher 10/24/12
Nelson, Kristen – Adult Education, Career Specialist 10/24/12
Sanders, Donna – Substitute Teacher 10/24/12
Story, Amber – Substitute Teacher 10/24/12
Woltjen, Leigh – Highlands, ESE Teacher 10/24/12
7. Support Staff Changes
Cutrone, Nicholas – Transportation, change suspension without pay from 9/12/12-9/23/12 to 10/11/12-10/12/12
Melchiori, Nicholas – I.T., change transfer date from 9/17/12 to 10/15/12
8. Support Staff Leaves
Almore, Rebecca – ESE, 9/28/12-10/11/12
Baker, Sevon – Gifford Middle, 10/9/12-11/8/12
Burton, Deborah – FLC, change to 9/25/12-10/10/12
DeLuca, Frank – Liberty Magnet, extend to 10/8/12-10/14/12
Harper, Doris – Transportation, 11/12/12-6/6/13
Helton, Dianna – Rosewood Magnet, 10/22/12-11/5/12
Holton, Linda – Transportation, 11/14/12 – 1/13/13
McFolley, Erna – Transportation, 10/3/12-11/18/12
Pike, Cynthia – SRHS, 10/1/12-11/15/12
Shuren, Lucille – VBE, 9/20/12-9/30/12

9. Support Staff Promotions
Lopez, Victoria – Highlands, from ESE Teacher Assistant to ESOL Teacher Assistant 10/24/12
10. Support Staff Transfers
Johnson, Victoria – from Wabasso to Pelican Island ESE Teacher Assistant 10/12/12
Mumford, Tina – from VBE Food Service Cook to Beachland ESE Teacher Assistant 10/5/12
11. Support Staff Separations
Beuth, Madge – Storm Grove Middle, retirement 12/21/12, pending FRS attestation
Boisvert, Phyllis – SRHS, retirement 12/21/12, pending FRS attestation
Gallon, Mary – Storm Grove Middle, retirement, exiting DROP 12/21/12
12. Support Staff Employment
Andrade, Claudia – Treasure Coast, Computer Lab Assistant 10/24/12
Byrd, James – Substitute Teacher Assistant 10/24/12
Cohen, Monica – SRHS, ESE Teacher Assistant 10/24/12
13. Administrative Separations
Schneider, Mary Ellen – Glendale, retirement, entering DROP 10/1/12
14. Administrative Employment

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
AND
THE INDIAN RIVER COUNTY SHERIFF'S OFFICE
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM (SRO)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA, (hereinafter referred to as the SCHOOL BOARD), and THE INDIAN RIVER COUNTY SHERIFF'S OFFICE, (hereinafter referred to as the SHERIFF);

WITNESSETH:

- A. The School Board and the Sheriff desire to provide law enforcement, counseling, and law-related educational service programs to the schools of Indian River County as defined in F.S.S. 1006.12.
- B. It is mutually agreed that a continuation of the School Resource Officer Program for the school system of Indian River County, is in the best interest of the student population, the Indian River County School Board, The Indian River County Sheriff's Office, and the citizens of Indian River County, Florida as hereinafter described; and
- C. The School Board and the Sheriff recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of Indian River County, Florida, and particularly to the students of the school system of Indian River County, Florida;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School Board and the Sheriff hereby agree as follows:

ARTICLE I

A School Resource Officer Program is hereby established in the school system of Indian River County, Florida, for twelve months per year.

ARTICLE II

Rights and Duties of the Sheriff

The Sheriff shall provide School Resource Officers as follows:

- A. Number of School Resource Officers:
 - 1. The Sheriff shall assign one regularly employed SRO to each of the following schools:

- a. Vero Beach High School
- b. Sebastian River High School
- c. Vero Beach High School Freshman Learning Center
- d. Sebastian River Middle School
- e. Gifford Middle School
- f. Oslo Middle School
- g. Storm Grove Middle School
- h. Alternative Center for Education

2. The Sheriff shall assign a certified DARE Instructor to present the DARE Program in elementary schools. The program shall be provided within department jurisdiction, excluding the City of Vero Beach.
3. The Sheriff shall assign one full-time supervisor to oversee the School Resource Officers assigned.

B. Regular Duty Hours of School Resource Officers:

1. The SRO's shall be assigned to a school on a full-time basis of eight (8) hours on those days and during those hours that school is in session, with the exception of one day per week for DARE instruction. The SRO may be temporarily reassigned by the Sheriff or department designee during school holidays, vacations or during a period of any law enforcement emergency.

C. Duties of School Resource Officers as defined in Section 1006.12, Florida Statutes are:

1. The School Resource Officers shall abide by school board policies and shall consult with and coordinate activities through the school principal or his/her designee. The SRO shall be responsible to the law enforcement agency in all matters relating to employment. Activities conducted by the School Resource Officer, which are part of the regular instructional program of the school, shall be under the direction of the principal or his/her designee.
2. To perform law enforcement functions within the school setting.
3. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
4. To foster a better understanding of the law enforcement function.
5. To develop positive concepts of law enforcement.
6. To develop a better appreciation of citizen rights, obligations, and responsibilities.
7. To provide information about crime prevention.

8. To provide assistance and support for crime victims identified within the school setting, including abused children.
9. To promote positive relations between students and law enforcement officers.
10. To enhance knowledge of the fundamental concepts and structure of law.
11. When requested by the principal or his/her designee, the SRO may attend any school-related activity (i.e., faculty, parent meetings, special functions, etc.). The duty must be approved by the unit supervisor, if it is overtime.
12. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems. When in a counseling capacity, the SRO will be subject to all confidentiality issues and confidentiality rules and ethics as accepted and defined in state laws and professional standards. The duty must be approved by the unit supervisor, if it is overtime.
13. The SRO shall become familiar with all community agencies, which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies, when necessary, thereby acting as a resource person to the students, faculty, and staff of the school.
14. The SRO shall develop expertise in presenting various subjects to the students.
15. The SRO shall assist the principal or his/her designee in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest and emergency situations.
16. Should it become necessary to conduct formal law enforcement investigative interviews with the students, the SRO shall adhere to rules and guidelines set forth in the Florida State Statutes.
17. The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make the principal or his/her designee aware of such action. At the principal's or his/her designee's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school or related school functions.
18. The primary function of the SRO is not a campus Law Enforcement Officer. The SRO shall give assistance to other police and deputy sheriffs in matters regarding his school assignment, whenever necessary. The SRO will also act, when necessary, as a liaison between his/her school and other government agencies (i.e., law enforcement, DCF, State's Attorney, etc.).
19. The SRO will submit reports and statistical data, as necessary.

20. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal or his/her designee believes an incident is a violation of the law, the principal or designee may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. School Resource Officers are not to be assigned lunchroom duties, security posts, hall monitors, truancy, or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved.
21. The SRO will perform duties outside the school as needed (i.e., court, training, depositions, vacation, etc.).
22. The SRO will perform his/her duties in Sheriff's Office duty uniform. Civilian clothes may be worn with the approval of the unit supervisor.
23. All law infractions will be reported to the school's resource officer by all school personnel.
24. The SRO will be involved in summer activity to include, but not be limited to, juvenile case management, gang resistance education training, DARE training, cyber-safety training, school safety, participation in the Explorer program, and participation in relevant summer camps.
25. SRO Special Instructions at Primary (assigned) School(s):
 - a. Each SRO may be assigned as a DARE Officer in accordance with, Article II, Paragraph D. Each DARE Officer will teach no more than one DARE school per semester. This may require the SRO to be absent from his/her primary school for normally one day per week during the ~~ten-week~~ ~~seventeen-week~~ curriculum.
 - b. The SRO's assigned to Sebastian River Middle School, Gifford Middle School, Oslo Middle School and Storm Grove Middle School will instruct classes as needed or negotiated at their primary schools. Also, they will be assigned as DARE Officers and will be absent one day per week during the ~~ten-week~~ ~~seventeen-week~~ curriculum.

D. Duties of DARE Officer:

1. A certified DARE Officer will teach no more than one DARE school per semester.
2. The DARE Officer shall teach DARE core curriculum, spend time with students during recess and in the cafeteria, and participate in school

activities, such as assemblies and faculty meetings. The activity must be approved by the unit supervisor, if it is overtime.

3. The DARE Officer shall prepare teaching materials (e.g., lesson plans, student notebooks and handouts, visual aids and guides for teachers auxiliary classroom activities.).
4. The DARE Officer shall maintain good relations with the school principal and his/her designee.
5. The DARE Officer shall visit kindergarten through fourth grade classes, as time permits.
6. The DARE Officer, when available, shall give presentations at faculty in-service meetings, parent education evenings, PTA meetings, and community organization meetings, as requested by the principal or his/her designee.
7. The DARE Officer shall schedule and coordinate culmination (DARE student graduation) exercises and complete DARE diplomas.

ARTICLE III

Rights and Duties of the School Board

The School Board shall provide to the full-time SRO the following materials and facilities which are deemed necessary for the performance of their duties.

- A. A secure and private office located as close to the principal's or designees office as possible. The SRO will be the only one assigned to the office due to the sensitive and confidential information maintained within. The office will be voice secure for purposes of interviews and counseling. The office will contain the following materials and equipment.
 1. Air conditioning.
 2. ~~Personal computer with school record accessibility and modem to Sheriff's Office programs.~~ Computer with Internet access and VPN, or other connection type, required to connect to the Sheriff's Office network and access software programs and network resources.
 3. Desk and chair.
 4. 4-drawer legal locking file cabinet.
 5. 6-shelf book shelf.
 6. 2 visitor chairs for counseling and interviews.

7. 1 work table.
8. Office supplies as requested.
9. ~~1 phone line for computer modem.~~ Phone with local and long distance calling capability.
10. ~~1 phone line for private phone with answer machine/telephone for school Crime Watch Program with long distance and WATTS line capabilities.~~ School District email address.
11. 1 large dry erase board.
12. secretarial assistance.
13. It is imperative that SRO's be able to communicate with school personnel on their radio frequencies. If the SRO's primary school is utilizing a frequency band not compatible with the SRO's issued radio, the school will provide the SRO with a radio.

ARTICLE IV

Financing of the School Resource Officer Program

- A. The School Board and the Sheriff agree to share in the overall costs associated with the School Resource Officer Program. The School Board agrees to provide for 50% of the salaries of the SROs. The amount funded will be negotiated each year prior to July 1st. ~~In addition, in the event the pending COP's grant is approved, there will be no cost to the District or Sheriff for the additional SRO due to the opening of Storm Grove Middle School for the duration of such grant. ("COP's" refers to Community Oriented Policing Services Federal Grant, which has been applied for, but has not yet been granted as of the date this Agreement is entered).~~
- B. Included in this agreement will be funding for the DARE Program.
- C. Any vehicle or equipment leased, rented, or donated to the Sheriff's Office for use in the SRO Program shall become an asset of the Sheriff's Office and; therefore, will be subject to Sheriff's Office rules, regulations, and policy governing use.
- D. Once the vehicle or equipment has been designated for use by the SRO, it will be used expressly by the designated SRO or the SRO Unit.

ARTICLE V

Employment Status of School Resource Officer

School Resource Officers shall remain employees of the Indian River County Sheriff's Office and shall not be employees of the School Board. The School Board and the Sheriff acknowledge

that the School Resource Officers shall remain responsive to the chain of command of the Indian River County Sheriff's Office.

ARTICLE VI

Appointment and Training of School Resource Officers

- A. Appointment of School Resource Officers will be made solely by the Sheriff in accordance with Sheriff's Office policy.
- B. School Resource Officers will receive training in the following schools:
 - 1. Attorney General's Basic SRO Program.
 - 2. Additional Attorney General's training to fulfill SRO Practitioner requirements.
 - 3. FDLE DARE Instructor's Course.
 - 4. The Indian River County School District should make a reasonable effort to secure state funding for the annual FASRO (Florida Association of School Resource Officer's) Conference. If such funding is not available, the expense incurred will be shared equally by the two entities (lodging, food, registration and travel). Expenses to the District shall not exceed \$5000 annually for this conference.

ARTICLE VII

Dismissal of School Resource Officer; Replacement

- A. In the event the principal of the school, to which the SRO is assigned, feels that the particular SRO is not effectively performing his or her duties and responsibilities, as outlined in F.S.S.1006.12, the principal shall recommend to the Sheriff, or designee, that the SRO be removed and shall state the reasons in writing.
 - 1. Upon receipt of such recommendation from the Superintendent or designee, the Sheriff and the Superintendent or his or her designee shall meet with the SRO and his immediate supervisors to mediate or resolve any problems, which may exist. At such meeting, specified members of the staff of the school, to which SRO is assigned, may be required to be present.
 - 2. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the SRO shall be removed from the program at the school and a replacement shall be obtained.
 - 3. In the event mediation is not sought by the Sheriff, then the SRO shall be removed from the program at the school and a replacement shall be obtained.

- B. The Sheriff may dismiss or reassign a SRO based upon agency rules and regulations.
- C. In the event of the resignation, dismissal, or reassignment of a SRO, or in the case of long-term absences by a SRO, the Sheriff will provide a temporary or permanent relief, as soon as possible.

ARTICLE VIII
SRO Schedule

- A. A SRO will be assigned to each school designated in Article II from the beginning of the school year to the end of the school year.
- B. A SRO will be assigned to the summer school session from the beginning to the end of the session.
- C. The SRO will perform his/her duties at his/her assigned campus under normal conditions. Any duty must be approved by the unit supervisor, if it is overtime.
- D. When extra-duty details are required by the School Board, the parties shall ensure that the details are first filled by SRO's. If a sufficient number of SRO's are unavailable or, if the need for extra-duty deputies exceeds the number of SRO's, then other Deputy Sheriff's shall be authorized to work the detail.

ARTICLE IX
Hold Harmless Agreement

The Indian River County Sheriff's Office agrees to defend, indemnify, and hold the School Board, its employees, and agents harmless from any claim, demand, suit, loss, cost, expense, or damage which may be asserted, claimed, or recovered against, or from the School Board, its agents or employees by reason of any damage to property or personal injury including death sustained by any persons whomsoever, and which damage, injury, or death arises out of, or is incident to, or in any way connected with, the performance of this agreement and the performance by SRO's in their law enforcement duties.

ARTICLE X
Termination of Agreement

This agreement may be terminated by either party upon a sixty (60) day written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon a ninety (90) day written notice. Termination of the Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the Sheriff for all services performed to the date of termination. The School Board shall be entitled to prorated refund for that period of time when SRO services are not provided because of termination of this Agreement.

ARTICLE XI

Good Faith

The School Board, the Sheriff, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent's Office and the Sheriff's Office.

ARTICLE XII

Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

ARTICLE XIII

Non-Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the School Board and the Sheriff is obtained.

ARTICLE XIV

Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Signed, sealed, and delivered
in the presence of:

THE SCHOOL BOARD OF INDIAN
RIVER COUNTY, FLORIDA

Witness

By: _____
Jeffrey Pegler, Chairman

Date

Attest: _____
Dr. Frances J. Adams, Superintendent

Date

THE INDIAN RIVER COUNTY
SHERIFF'S OFFICE

Witness

Deryl Loar, Sheriff

Date

Date

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
AND
THE INDIAN RIVER COUNTY SHERIFF'S OFFICE
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM (SRO)**

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25. SRO Special Instructions at Primary (assigned) School(s):
 - a. Each SRO may be assigned as a DARE Officer in accordance with, Article II, Paragraph D. Each DARE Officer will teach no more than one DARE school per semester. This may require the SRO to be absent from his/her primary school for normally one day per week during the ten-week curriculum.
 - b. The SRO's assigned to Sebastian River Middle School, Gifford Middle School, Oslo Middle School and Storm Grove Middle School will instruct classes as needed or negotiated at their primary schools. Also, they will be assigned as DARE Officers and will be absent one day per week during the ten-week curriculum.

D. Duties of DARE Officer:

1. A certified DARE Officer will teach no more than one DARE school per semester.
2. The DARE Officer shall teach DARE core curriculum, spend time with students during recess and in the cafeteria, and participate in school activities, such as assemblies and faculty meetings. The activity must be approved by the unit supervisor, if it is overtime.

3. The DARE Officer shall prepare teaching materials (e.g., lesson plans, student notebooks and handouts, visual aids and guides for teachers auxiliary classroom activities.).
4. The DARE Officer shall maintain good relations with the school principal and his/her designee.
5. The DARE Officer shall visit kindergarten through fourth grade classes, as time permits.
6. The DARE Officer, when available, shall give presentations at faculty in-service meetings, parent education evenings, PTA meetings, and community organization meetings, as requested by the principal or his/her designee.
7. The DARE Officer shall schedule and coordinate culmination (DARE student graduation) exercises and complete DARE diplomas.

ARTICLE III

Rights and Duties of the School Board

The School Board shall provide to the full-time SRO the following materials and facilities which are deemed necessary for the performance of their duties.

- A. A secure and private office located as close to the principal's or designees office as possible. The SRO will be the only one assigned to the office due to the sensitive and confidential information maintained within. The office will be voice secure for purposes of interviews and counseling. The office will contain the following materials and equipment.
 1. Air conditioning.
 2. Computer with Internet access and VPN, or other connection type, required to connect to the Sheriff's Office network and access software programs and network resources.
 3. Desk and chair.
 4. 4-drawer legal locking file cabinet.
 5. 6-shelf book shelf.
 6. 2 visitor chairs for counseling and interviews.
 7. 1 work table.
 8. Office supplies as requested.

9. Phone with local and long distance calling capability.
10. School District email address.
11. 1 large dry erase board.
12. secretarial assistance.
13. It is imperative that SRO's be able to communicate with school personnel on their radio frequencies. If the SRO's primary school is utilizing a frequency band not compatible with the SRO's issued radio, the school will provide the SRO with a radio.

ARTICLE IV

Financing of the School Resource Officer Program

- A. The School Board and the Sheriff agree to share in the overall costs associated with the School Resource Officer Program. The School Board agrees to provide for 50% of the salaries of the SROs. The amount funded will be negotiated each year prior to July 1st.
- B. Included in this agreement will be funding for the DARE Program.
- C. Any vehicle or equipment leased, rented, or donated to the Sheriff's Office for use in the SRO Program shall become an asset of the Sheriff's Office and; therefore, will be subject to Sheriff's Office rules, regulations, and policy governing use.
- D. Once the vehicle or equipment has been designated for use by the SRO, it will be used expressly by the designated SRO or the SRO Unit.

ARTICLE V

Employment Status of School Resource Officer

School Resource Officers shall remain employees of the Indian River County Sheriff's Office and shall not be employees of the School Board. The School Board and the Sheriff acknowledge that the School Resource Officers shall remain responsive to the chain of command of the Indian River County Sheriff's Office.

ARTICLE VI

Appointment and Training of School Resource Officers

- A. Appointment of School Resource Officers will be made solely by the Sheriff in accordance with Sheriff's Office policy.

- B. School Resource Officers will receive training in the following schools:
1. Attorney General's Basic SRO Program.
 2. Additional Attorney General's training to fulfill SRO Practitioner requirements.
 3. FDLE DARE Instructor's Course.
 4. The Indian River County School District should make a reasonable effort to secure state funding for the annual FASRO (Florida Association of School Resource Officer's) Conference. If such funding is not available, the expense incurred will be shared equally by the two entities (lodging, food, registration and travel). Expenses to the District shall not exceed \$5000 annually for this conference.

ARTICLE VII

Dismissal of School Resource Officer; Replacement

- A. In the event the principal of the school, to which the SRO is assigned, feels that the particular SRO is not effectively performing his or her duties and responsibilities, as outlined in F.S.S.1006.12, the principal shall recommend to the Sheriff, or designee, that the SRO be removed and shall state the reasons in writing.
1. Upon receipt of such recommendation from the Superintendent or designee, the Sheriff and the Superintendent or his or her designee shall meet with the SRO and his immediate supervisors to mediate or resolve any problems, which may exist. At such meeting, specified members of the staff of the school, to which SRO is assigned, may be required to be present.
 2. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the SRO shall be removed from the program at the school and a replacement shall be obtained.
 3. In the event mediation is not sought by the Sheriff, then the SRO shall be removed from the program at the school and a replacement shall be obtained.
- B. The Sheriff may dismiss or reassign a SRO based upon agency rules and regulations.
- C. In the event of the resignation, dismissal, or reassignment of a SRO, or in the case of long-term absences by a SRO, the Sheriff will provide a temporary or permanent relief, as soon as possible.

ARTICLE VIII
SRO Schedule

- A. A SRO will be assigned to each school designated in Article II from the beginning of the school year to the end of the school year.
- B. A SRO will be assigned to the summer school session from the beginning to the end of the session.
- C. The SRO will perform his/her duties at his/her assigned campus under normal conditions. Any duty must be approved by the unit supervisor, if it is overtime.
- D. When extra-duty details are required by the School Board, the parties shall ensure that the details are first filled by SRO's. If a sufficient number of SRO's are unavailable or, if the need for extra-duty deputies exceeds the number of SRO's, then other Deputy Sheriff's shall be authorized to work the detail.

ARTICLE IX
Hold Harmless Agreement

The Indian River County Sheriff's Office agrees to defend, indemnify, and hold the School Board, its employees, and agents harmless from any claim, demand, suit, loss, cost, expense, or damage which may be asserted, claimed, or recovered against, or from the School Board, its agents or employees by reason of any damage to property or personal injury including death sustained by any persons whomsoever, and which damage, injury, or death arises out of, or is incident to, or in any way connected with, the performance of this agreement and the performance by SRO's in their law enforcement duties.

ARTICLE X
Termination of Agreement

This agreement may be terminated by either party upon a sixty (60) day written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon a ninety (90) day written notice. Termination of the Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the Sheriff for all services performed to the date of termination. The School Board shall be entitled to prorated refund for that period of time when SRO services are not provided because of termination of this Agreement.

ARTICLE XI
Good Faith

The School Board, the Sheriff, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent's Office and the Sheriff's Office.

ARTICLE XII

Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

ARTICLE XIII

Non-Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the School Board and the Sheriff is obtained.

ARTICLE XIV

Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Signed, sealed, and delivered
in the presence of:

THE SCHOOL BOARD OF INDIAN
RIVER COUNTY, FLORIDA

Witness

By: _____
Jeffrey Pegler, Chairman

Date

Attest: _____
Dr. Frances J. Adams, Superintendent

Date

THE INDIAN RIVER COUNTY
SHERIFF'S OFFICE

Witness

Deryl Loar, Sheriff

Date

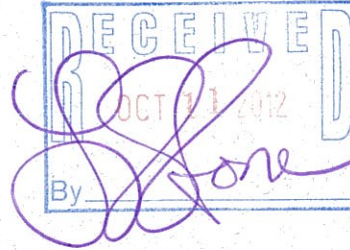
Date

SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958


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

Date: October 3, 2012
To: School Board Members
From: Mr. Todd Racine
Regarding: Request for Approval of Donation



A donation of a sportsmanship award in the amount of \$3,000.00 was received from the FHSAA Fred E. Rozelle Sportsmanship Award. The funds are to be used in athletics and towards a trophy case.

These funds were deposited into Sebastian River High School internal funds account entitled Athletics.



Mr. Todd Racine

"You Can't Hide That Shark Pride"

- | | | | | | | | | |
|---|---|---------------------------------------|---|---------------------------------------|---|-------------------------------------|---|---|
| Todd Racine
Principal | • | Dariyall Brown
Assistant Principal | • | Jessica Keaton
Assistant Principal | • | Kelly Ward
Assistant Principal | • | William Wilson III
Assistant Principal |
| Stephanie Cleveland
Guidance Counselor | • | Kim O'Keefe
Guidance Counselor | • | Wendy Palmer
Guidance Counselor | • | Lynn Phillips
Guidance Counselor | • | Enrique Valencia
Guidance Counselor |



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EARLY LEARNING COALITION OF INDIAN RIVER, MARTIN & OKEECHOBEE COUNTIES, INC.

PROVIDER AGREEMENT – SCHOOL READINESS

PROVIDER INFORMATION

Please complete all information below:

Name SCHOOL DISTRICT OF IRC - EXTENDED DAY PROGRAM (Enter the legal name on your license, registration or non-exempt certificate)

Contact Person BARBARA musselwhite barbara.musselwhite@indianriverschools.org (Print name legibly Email ID)

Address 1426 19th St. VERO BEACH, FL 32960 (Street City)

Zip

Contact Numbers 772-564-4999 772-564-4989 (Phone Fax)

Email ID barbara.musselwhite@indianriverschools.org

Child Care Facility Certificate of License # (DCF)

Registration # (DCF)

License Exempt Accrediting Agency PUBLIC SCHOOL

License Exempt #

Are you a Gold Seal Accredited provider? Yes No

Are you an accredited provider? Yes No

If Yes to either of the above, give Accrediting Association:

Expiration Date of Accreditation:

FEIN # or Social Security #: 59-6000673

For Internal ELCIRMO Purposes Only

Date Received:

Received By:

Effective Date of Agreement:



**EARLY LEARNING COALITION OF INDIAN RIVER,
MARTIN & OKEECHOBEE COUNTIES, INC.
PROVIDER AGREEMENT – SCHOOL READINESS**

ELCIRMO Offices

Administration/Martin

10 S.E. Central Parkway, Suite 200
Stuart, FL 34994
772 220-1220

Indian River

2459 St. Lucie Avenue
Vero Beach, FL 32960
772 567-7480

Okeechobee

308 NW 5th Street
Okeechobee, FL 34972
863 357-1154

The Florida's Office of Early Learning (FOEL) and the Early Learning Coalition of Indian River, Martin and Okeechobee Counties, Inc. (ELCIRMO) are mandated to provide oversight and establish policies for School Readiness (SR) funding through Florida's Office of Early Learning (FOEL) where funding is based on applicable Florida Statutes, Early Learning Rules, Administrative Code, Department of Children and Families (DCF), and United For Families (UFF) which may be amended from time to time during the Agreement period.

ELCIRMO reimburses early learning child care providers for providing early learning / School Readiness services.

Full text of the following statutes and other applicable rules and policies:

Early Learning Laws, including School Readiness Act (Chapter 411, F.S.)

Voluntary Pre-Kindergarten Law (Chapter 1002, Part V)

Early Learning Rules: School Readiness (Chapter 60BB-4, F.A.C.) and Voluntary Pre-Kindergarten (Chapter 60BB-8, F.A.C.)

can be found at:

http://www.floridajobs.org/earlylearning/OEL_Program_StateFed.html

Florida School Readiness Performance Standards can be found at:

www.flbt5.com

Florida Administrative Code Child Care Standards for centers can be found at:

http://nrckids.org/STATES/FL/fl_65_22.pdf

All child care laws and requirements can be found at:

<http://www.dcf.state.fl.us/programs/childcare/laws.shtml>

Rilya Wilson Act:

http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=Rilya&URL=0000-0099/0039/Sections/0039.604.html

These policies apply to services provided by ELCIRMO and for services performed by early learning providers for SR children in their care.

This is a program that comes with mandated regulations. By signing Page 15 and initialing all pages you are agreeing to abide by all terms.

Please take the time to read this agreement carefully. This agreement is unique and separate from any agreements made for voluntary pre-kindergarten or other programs in which the provider may participate. Each page must be initialed and the agreement must be signed on Page 15.

School Districts, Head Start, Recreation Programs and Evening-Only Providers are excluded from the requirements in Section H, except for H.1 and H.3.



EARLY LEARNING COALITION OF INDIAN RIVER, MARTIN & OKEECHOBEE COUNTIES, INC.

PROVIDER AGREEMENT – SCHOOL READINESS

1st This Provider Agreement (hereinafter "Agreement") is made and entered into this day of JANUARY, 2013, by and between SPIRC EXTENDED DAY, whose principal address is 1426 19 ST. VERO BEACH, FL 32960 (hereinafter "Provider") and the Early Learning Coalition of Indian River, Martin & Okeechobee Counties, Inc., whose principal address is 10 S.E. Central Parkway, Suite 200, Stuart, Florida, 34994 (hereinafter "ELCIRMO").

WHEREAS, Florida's Office of Early Learning and ELCIRMO are mandated to provide oversight and establish policies for School Readiness funding through the Office of Early Learning where funding is based on applicable Florida Statutes, Early Learning Rules, Florida Administrative Code, the Department of Children and Families (hereinafter "DCF"), and United For Families (hereinafter "UFF"), which may be amended from time to time during the Agreement period.

WHEREAS, ELCIRMO reimburses qualified early learning child care providers for providing early learning / School Readiness services; and

WHEREAS, Provider is desirous of qualifying as an early learning child care provider and has agreed to conduct itself in a manner consistent with applicable federal, state and local laws and regulations and with the requirements of ELCIRMO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

A. Parental Access

1. Provider shall allow parents to visit at any time as required by law.

B. School Readiness Funding Reimbursement and Fiscal Policies

1. Rate Restrictions:

1.1 Provider shall not charge a rate for subsidized child care families, which is higher than that charged to private families. Subsidized parents may be required to pay a rate differential if the rate paid by funding from ELCIRMO is lower than the rate charged to private families. It is the Provider's responsibility to collect the parent differential rate.

1.2 Foster parents or long-term relative caregivers of DCF referred at-risk children (BG1-13 and BG1-14R, BG3-RCG, BG3-28A) are only required to pay "parent fees." Any additional fees (such as registration fees, supply fees, or tuition gap) may not be assessed.

2. Parent Fees

2.1 It is the responsibility of Provider to collect parent fees. ELCIRMO requires a paid in full receipt for a transfer to take place, however, ELCIRMO will not take any action on behalf of the provider to collect parent fees. Parents are only accountable for the last thirty (30) days of parent fees.



EARLY LEARNING COALITION OF INDIAN RIVER, MARTIN & OKEECHOBEE COUNTIES, INC.

PROVIDER AGREEMENT – SCHOOL READINESS

3. Reimbursement Report and Payment:

3.1 All required attendance documents (rosters) are due to ELCIRMO no later than the second (2nd) workday of each month. As a rule, payment for services will be direct deposited or mailed by the 20th of each month. Any reimbursement request received after the second (2nd) business day of each month may be processed in the next reimbursement period.

3.2 Payment shall be made only for those expenditures incurred in the provision of eligible services to clients referred by ELCIRMO. Client eligibility shall be determined and/or authorized by ELCIRMO. Provider shall furnish such information as may be required to verify client eligibility.

4. Reconciling Reimbursement Payments:

4.1 Provider shall be responsible to review the reimbursement summary provided by ELCIRMO's Finance Staff each month and report reimbursement underpayments or children omitted from the report within sixty (60) days of receipt of the reimbursement summary. Any overpayment must be repaid to ELCIRMO from the date of occurrence.

4.2 ELCIRMO is given full authority by the State Office of Early Learning to offset any Voluntary Pre-Kindergarten (VPK) outstanding balances owed by School Readiness providers who are also VPK program providers.

4.3 Provider shall return to ELCIRMO any overpayments due to unearned funds disallowed pursuant to the terms of this Agreement that were disbursed to Provider by ELCIRMO. In the event that Provider or its independent auditor discovers that an overpayment has been made, Provider shall repay said overpayment within forty (40) days without prior notification from ELCIRMO or may request the amount to be offset if funds from ELCIRMO are due to Provider. In the event that ELCIRMO first discovers an overpayment has been made, ELCIRMO may offset the overpayment from funds due from ELCIRMO to Provider or will notify Provider by letter of such a finding. Should repayment not be made in a timely manner, ELCIRMO shall charge interest at a rate of one percent per month or up to the maximum amount permitted by law, whichever is less, compounded on the outstanding balance after 40 calendar days after the date of notification of discovery.

5. Attendance Rosters:

5.1 Provider shall complete attendance rosters provided by ELCIRMO in order to generate a monthly reimbursement payment. Each child is allowed three (3) days of unexcused absences per month and two (2) days of absence based on written documentation provided by the parent, justifying the absence. If a child is absent for additional days due to extraordinary circumstances such as a serious illness, death in the family, hospitalization, etc., reimbursement up to an additional five (5) days may be made for those days the child is absent with appropriate documentation of the extraordinary circumstance. Provider shall not be reimbursed for more than five (5) days of child absences during a given service month, unless extraordinary circumstances are documented and approved by ELCIRMO. All attendance rosters and the information contained therein shall be kept confidential.



EARLY LEARNING COALITION OF INDIAN RIVER, MARTIN & OKEECHOBEE COUNTIES, INC.

PROVIDER AGREEMENT – SCHOOL READINESS

6. Attendance Monitoring Records:

6.1 Provider shall maintain each child's daily sign in and sign out attendance with the appropriate signatures on file at the child care facility; sign-in/sign-out sheets must contain at a minimum the following elements: month/year, provider name, child name (one name per month per child), date, time-in with full parent/guardian signature, time out with full parent/guardian signature. ELCIRMO staff will audit the sign in and sign out records. Records that are not available during the audit or failure to substantiate the reimbursement claim filed by ELCIRMO will automatically result in a disallowed subsidy payment. Disallowed payments will be deducted from any forthcoming reimbursement payments.

7. Quality Assurance for Maintaining Attendance Records:

7.1 If Provider fails to abide by the requirements for financial accountability, fails to maintain appropriate child sign in and sign out records with the appropriate signatures substantiating reimbursement for subsidized early learning services or fails to participate in an audit, ELCIRMO shall take the following action.

- a. First Non-Compliance Notice: Provider shall be placed on a 90-day probationary period. Reimbursement shall be reduced by the amount of any discrepancy found in the attendance records and technical assistance provided to Provider may be suspended. A follow-up audit shall be performed following the 90-day period.
- b. Second Non-Compliance Notice: If Provider continues to produce an error rate in its records of greater than 10% following the 90-day probationary period, a report of the Provider monitoring will be presented to the ELCIRMO Board for consideration of subsequent actions, including but not limited to, termination of this Agreement.
- c. If Provider does not agree with this monitoring decision, Provider shall have five (5) business days to appeal this decision in writing to ELCIRMO as set forth in Section M of this Agreement.

7.2 In cases of suspected fraud, referral shall be made to FOEL Fraud Referral System.

8. Holidays and Closings:

8.1 Provider shall be compensated for a maximum of ten (10) scheduled holidays during fiscal year 2012-2013 as indicated in the Holiday Schedule. If Provider provides child care to school-age children for 'non-school days only' Provider shall be reimbursed for attendance during 'non-school days only' and shall not be reimbursed for scheduled holidays. ELCIRMO shall have sole discretion to address reimbursement issues for facility closings because of acts of nature (hurricanes, tropical storms etc.) and shall make appropriate and timely reimbursement decisions as warranted by those acts of nature.

9. Suspension of Payment:

9.1 If DCF or any other governing agency takes action such as summarily suspending Provider's license, revoking or denying Provider's license, or issuing a notice to cease operations, ELCIRMO may suspend payments to Provider's



EARLY LEARNING COALITION OF INDIAN RIVER, MARTIN & OKEECHOBEE COUNTIES, INC.

PROVIDER AGREEMENT – SCHOOL READINESS

program immediately, and/or transfer School Readiness Children, even if the action is appealed.

9.2 In the event that Provider or its center is issued an "Intent to Revoke" notice from DCF notifying certain issues to be addressed in connection with the program and if the license is revoked, upon reinstatement of the license by the DCF, or upon a favorable determination by an Administrative Law Judge as to the license after the appeals process has been exhausted, ELCIRMO may reconsider a new application from Provider for subsidized childcare payments.

9.3 ELCIRMO may temporarily withhold payment to Provider if developmental screens or assessments have not been submitted to ELCIRMO, as required, or if immunization and health records are not on file at facility, as required.

10. Misrepresentation:

10.1 Any fraudulent misrepresentations to obtain early learning subsidy funds for which Provider is not eligible is considered a criminal offense and these funds shall immediately, and without notice, be repaid to ELCIRMO. In addition, Provider may be convicted of a Class I misdemeanor or Class I felony (as defined in the Florida Statutes) if fraud is proven and may be subject to penalties and prosecution.

11. Access to Records:

11.1 Provider shall keep and maintain all records and forms, including enrollment and attendance records for subsidized children, and reimbursement summaries and other fiscal records.

11.2 Provider shall maintain on site copies of these records and forms for review by local, state and federal officials, and access must be provided to the program.

11.3 Provider shall keep all such records confidential as may be required by federal and/or state laws, rules and regulations.

12. Maintenance and Storage of Records:

12.1 Program and fiscal reports, forms and receipts shall be stored on site for a period of at least five (5) years, or until any audits continued beyond the five-year period are completed by local, state and federal officials. Provider shall:

- a. Establish and maintain books, records and documents in accordance with Generally Accepted Accounting Procedures and Practices which sufficiently and properly reflect all revenues and expenditures of funds provided by ELCIRMO under this Agreement.
- b. Retain all client records, financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement; if any audit has been initiated and audit findings have not been resolved at the end of said five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this agreement.
- c. Cooperate with ELCIRMO to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in the paragraph above in the event termination of the Agreement occurs.
- d. Assure that these records and documents shall be available at all reasonable times to inspect, review, copy, or audit by Federal, State, or other personnel



EARLY LEARNING COALITION OF INDIAN RIVER, MARTIN & OKEECHOBEE COUNTIES, INC.

PROVIDER AGREEMENT – SCHOOL READINESS

duly authorized by ELCIRMO, who shall be allowed full access to and the right to examine any of Provider's agreements and related records and documents, regardless of the form in which information is kept.

- e. Allow at all reasonable times, and for as long as records are retained, persons authorized by ELCIRMO, including, but not limited to, Office of Program Policy Analysis & Government Accountability (OPPAGA) and Federal Auditors pursuant to 45 CFR, part 92.36 (1) (10), full access to and the right to examine any of Provider's agreement(s) and related records and documents, regardless of the form in which information is kept.
- f. Provide information needed to complete a financial compliance audit and to ensure that all related party transactions are disclosed to ELCIRMO and/or auditors.
- g. Permit persons duly authorized by ELCIRMO to inspect any records, papers, documents, facilities, goods, and services of Provider which are relevant to this Agreement and to interview any clients and employees of Provider to ensure ELCIRMO of the satisfactory performance of the terms and conditions of this Agreement.

12.2 The provisions in this section shall survive the termination of this Agreement.

C. Payment Rates

1. Provider agrees to and shall submit payment rates for the upcoming year, and any changes to said rates during the year, to ELCIRMO at least thirty (30) days prior to any rate change. The parties acknowledge that these rates will be used for School Readiness reimbursement calculations.

2. The parties acknowledge that for Child Care Providers who begin to offer services after July 1, the provider agreement has to be completed and signed, and rates included prior to payment for School Readiness services.

D. Business Operations

1. Provider shall operate business legally, in compliance with all applicable federal, state and local laws and regulations, and meet all applicable DCF standards, and allow ELCIRMO to exercise its right to notify subsidized families whenever Provider is warned, cited, or fined by DCF for non-compliance with licensing standards.

2. Provider shall notify ELCIRMO in writing, at least thirty (30) days prior to any change in program status and program/center operation procedure (including, but not limited to, license or registration, accreditation, Goal Seal, rate changes or ownership changes, etc.) in order to avoid delay and/or termination of subsidy reimbursement. Provider shall also notify ELCIRMO of any interruption to operations greater than 24 hours.

3. Provider shall notify ELCIRMO, in writing, of any plans of ownership or business structure changes at least thirty (30) days prior to such change. If Provider terminates services described in this Agreement, Provider shall immediately transfer to ELCIRMO all records pertaining to the school readiness program from the last five (5) years or inception of the School Readiness contract agreement, whichever is greater, in a manner and form to be determined by the ELCIRMO. Last payment may be held until transfer of all records is completed. ELCIRMO is given full authority by the State Office of Early



**EARLY LEARNING COALITION OF INDIAN RIVER,
MARTIN & OKEECHOBEE COUNTIES, INC.**

PROVIDER AGREEMENT – SCHOOL READINESS

Learning to offset any Voluntary Pre-Kindergarten (VPK) outstanding balances owed by School Readiness providers who are also VPK program providers.

4. Provider shall notify ELCIRMO if any required School Readiness records become lost, damaged or destroyed; Provider shall report the incident immediately to the ELCIRMO in writing providing as much detail as possible of the records' contents.
5. Provider shall ensure that payments for school readiness services do not exceed the amount that is charged to the general public for the same services, in order to ensure equal access to comparable care.
6. Provider shall ensure that equal access to child care is available for School Readiness children during all operational hours.
7. Provider shall report by telephone all unusual incidents occurring in all contracted facilities or on sponsored field trips away from the facility to ELCIRMO within one (1) hour of notice of the incident. All applicable provisions of the DCF and UFF current policy(ies) for reporting unusual incidents shall be followed.
8. No child may be expelled or transferred from the program because of behavior unless documentation indicates all possible avenues of assistance and/or referral have been exhausted including contacting the ELCIRMO Warm Line (877 220-1223 x252).

E. Independent Contractor

1. Provider agrees and acknowledges that it is an independent contractor and not an agent, employee, partner, part of a joint venture or associate of ELCIRMO and that it shall at all times represent itself and conduct my business as an independent contractor. Provider is and shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

F. Information for Database

1. Except as otherwise provided for in this Agreement, Provider shall respond to all requests for information whether by phone, fax, email or in writing to ensure its business information is updated and accurate within ten (10) business days of any such request.
2. Provider shall ensure that Provider's staff has state required training and credentials and that this information is documented and available for viewing by ELCIRMO at all times.

G. Protective Services Children

1. Provider shall at all times abide by the provisions of the Rilya Wilson Act and shall notify DCF and/or UFF immediately of any unexcused absence or seven (7) consecutive excused absences of an at-risk child, as required by applicable laws and regulations.

H. Child Care Program Requirements

1. Provider shall implement a comprehensive program of school readiness services that enhance the cognitive, social and physical development of children to achieve the performance standards and outcome measures adopted by the Agency for Workforce Innovation. At a minimum, these programs must include the elements contained in



EARLY LEARNING COALITION OF INDIAN RIVER, MARTIN & OKEECHOBEE COUNTIES, INC.

PROVIDER AGREEMENT – SCHOOL READINESS

Section 411.01(5)(c)2., Florida Statutes, as amended. Provider shall further offer an environment that is conducive to learning and is both safe and healthy for the children in their care and education opportunities for their staff.

2. Education and Environment

Provider shall:

2.1 Use a curriculum consistent with ELCIRMO's *Position on Curriculum*. A *Curriculum Approval Form* shall be signed by Provider if Provider has signed an agreement. If a curriculum from the ELCIRMO *Suggested List* is not selected then Provider shall follow the *Exception Request Process*.

2.2 Offer a character development program in accordance with ELCIRMO's Suggested List of Developmentally Appropriate Curriculum.

2.3 Offer quarterly parent involvement opportunities, including activities that support Family Literacy.

2.4 Child Assessment (pre and post-test) - Administer a pre-assessment within ninety (90) days of a child's enrollment and a post-assessment six (6) months later, using the ELAP or LAP-3 instrument or as directed by ELCIRMO staff.

2.5 Provide Developmental Screening – to ensure that all children in care, birth to five (5) years of age, who are not enrolled in kindergarten receive a developmental screening using an ELCIRMO approved tool within forty-five (45) days of enrollment. If a parent objects and denies permission for the screening, Provider shall document the parental refusal (the signature will be kept on record in the child's file) and Provider shall ensure that the child will not be screened.

2.6 Promote positive relationships among all children and adults to encourage each child's sense of individual worth and to foster each child's ability to contribute as a responsible community member, including, at a minimum:

a. Develop and implement a child discipline policy that demonstrates the use of positive, realistic and developmentally appropriate guidance/discipline techniques. The program is prohibited from using corporal punishment, i.e., spanking, or any humiliating or frightening discipline techniques or any techniques associated with food, rest or toileting.

b. Document distribution of a copy of the child discipline policy to 100% of the children's parents/guardians and staff.

3. Health and Safety

Provider shall:

3.1 Ensure that 100% of the children receiving child care services will have no incidences of abuse while in care.

3.2 Comply at all times with standards required by local fire and health authorities or applicable state and federal requirements, whichever is more stringent.

3.3 Comply with ELCIRMO health and safety monitoring policy, as applicable.

3.4 Notify parents of any results of screenings which require referrals.

3.5 Maintain proper immunization and health records, and comply with health standards, screening and referral processes.

3.6 Maintain current emergency contact information for all children under care.



EARLY LEARNING COALITION OF INDIAN RIVER, MARTIN & OKEECHOBEE COUNTIES, INC.

PROVIDER AGREEMENT – SCHOOL READINESS

4. Child Care Provider Staff Training

Provider shall:

4.1 Comply with the personnel training and credentialing requirements established in Section 402.305, Florida Statutes, as amended, and enforced by DCF.

4.2 Ensure a provider representative attends 80% of ELCIRMO provider meetings.

5. Compliance

5.1 Provider understands, acknowledges and agrees that ELCIRMO and/or the Florida's Office of Early Learning may conduct or arrange for monitoring of Provider's program.

5.2 Provider shall take corrective action to correct identified deficiencies, or make improvements identified during any monitoring activities, within the timeframe stipulated in the corrective action notice.

6. Non-Compliance

Non-compliance with program requirements, including but not necessarily limited to, failure to comply with Health and Safety requirements, failure to administer developmental screening and assessments as directed, failure to attend provider meetings, or failure to comply with the ELCIRMO Curriculum Program, may affect Provider's ability to access quality funds, require Provider to present a corrective action plan to staff and/or the ELCIRMO Board of Directors, and/or may result in termination of this Agreement.

I. Confidentiality

1. No information may be disclosed concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal regulations (including but not necessarily limited to 45 CFR, Part 205.50) except upon written consent of the recipient, or his/her responsible parent or guardian when authorized by law, or when expressly required by applicable law.

J. Local, State and Federal Law

1. Provider shall at all times comply with all applicable federal, state and local laws and regulations, including but in no way limited to the following specific laws:

a. If this Agreement involves federal funds, Provider shall comply with the provisions of 45 CFR, Part 92.

b. If this Agreement involves \$10,000 or more of federal funds, Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR, Part 60. (45 CFR, Part 92).

c. If this Agreement involves over \$100,000.00 in federal funds, Provider shall comply with all applicable standards, orders, or regulations issued under Section 508 of the Clean Air Act, as amended (42 U.S.C. 1857 (h) et seq.) and (33 U.S.C. 1368 et Seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Provider shall immediately report any violations of the above to ELCIRMO.



EARLY LEARNING COALITION OF INDIAN RIVER, MARTIN & OKEECHOBEE COUNTIES, INC.

PROVIDER AGREEMENT – SCHOOL READINESS

d. If this Agreement contains federal funds and provides services to children up to age 18, Provider shall comply with the Pro-Children Act of 1994, Public Law 103-227. Failure to comply with this provision of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

2. No federal funds received in connection with this Agreement may be used by Provider, or any agent acting for Provider, to influence legislation or appropriations pending before Congress or any state legislature.

3. Provider shall not employ any unauthorized aliens and violations of this prohibition shall be cause for unilateral, and immediate, cancellation of this Agreement by ELCIRMO.

K. Indemnities and Insurance

1. Provider shall at all times during the term of this Agreement maintain liability insurance coverage with limits of at least \$100,000/per incident /\$300,000/aggregate, list ELCIRMO as additional insured, and provide a certificate of insurance at the time of signing this Agreement. Should Provider change or modify its coverage or insurer at any time during the term of this Agreement, Provider shall immediately notify ELCIRMO and provide ELCIRMO with a copy of the new certificate of insurance.

2. Provider agrees to and shall hold harmless, indemnify, and defend the ELCIRMO and its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, (a) arising directly or indirectly out of any of Provider's operations, work or services performed in connection with this Agreement including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property which arises as a result of any negligence act or omission on Provider's part, or its agents, affiliates or assigns, regardless of where the damage, injury or death occurred, or (b) arising out of Provider's failure to keep, observe or perform any of Provider's obligations under this Agreement or in any other document or instrument delivered by Provider pursuant to this Agreement. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to Indemnification shall survive the term of this Agreement, and any holdover and/or agreement extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

3. Provider agrees to and shall hold harmless, indemnify, and defend the ELCIRMO and officers, directors, members, representatives, affiliates, agents and employees, successors and assigns against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, or regulations, by Provider or



EARLY LEARNING COALITION OF INDIAN RIVER, MARTIN & OKEECHOBEE COUNTIES, INC.

PROVIDER AGREEMENT – SCHOOL READINESS

those under Provider's control. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to Indemnification shall survive the term of this Agreement, and any holdover and/or agreement extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

4. Provider agrees to and shall hold harmless, indemnify, and defend the ELCIRMO and its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by Provider in connection with this Agreement or in any certificate, document, writing or other instrument delivered by Provider pursuant to this Agreement or (b) any breach of any covenant or obligation by Provider set forth in this Agreement or any other any certificate, document, writing or other instrument delivered by Provider pursuant to this Agreement. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to Indemnification shall survive the term of this Agreement, and any holdover and/or agreement extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

5. Provider agrees to and shall hold harmless, indemnify, and defend the ELCIRMO and its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of any negligence on the part of ELCIRMO or any of its staff or agents/contractors.

L. Termination

1. Termination at Will – This Agreement may be terminated by either party, without cause, upon no less than thirty (30) days prior written notice.

2. Termination Because of Lack of Funds – In the event dollars to fund this Agreement become unavailable, ELCIRMO may terminate this Agreement upon no less than five (5) business days written notice to Provider. ELCIRMO shall be the final authority as to the availability of funds.

3. Termination for Breach of Agreement – ELCIRMO may terminate this Agreement:

- a. With twenty-four (24) hours' notice in the event of any abuse of enrollment or attendance requirements by Provider, which may also require a return of funds paid to ELCIRMO. Consequently, Provider is cautioned to record attendance on a daily basis and have back-up documentation in the form of daily Parent Sign-In/Sign-Out sheets and current attendance sheets readily available.



EARLY LEARNING COALITION OF INDIAN RIVER, MARTIN & OKEECHOBEE COUNTIES, INC.

PROVIDER AGREEMENT – SCHOOL READINESS

b. Immediately, if DCF or any other governing agency takes action such as revoking or denying a provider's license, or issuing a notice to cease operations, even if the action is appealed.

c. Immediately, for Provider's failure to cure, and notice and an opportunity to cure, a non-compliance with program requirements, including, but not necessarily limited to, failure to administer developmental screening and assessments as directed, failure to attend provider meetings as required or failure to comply with the ELCIRMO Curriculum Program. In addition to termination, such non-compliance may affect Provider's ability to access quality funds, require you to present a corrective action plan to staff and/or the ELCIRMO Board of Directors.

M. Provider Grievance/Appeals Procedure

1. Provider may file a complaint/grievance, in writing, with the Provider Agreement Administrator within twenty (20) days of an occurrence. The written complaint/grievance shall contain the date of the occurrence and details about the alleged incident. Details not contained in the original written complaint/grievance, whether such details become known before or after the complaint/grievance is filed, will be considered untimely and will not be processed.

2. The Provider Agreement Administrator shall investigate the complaint/grievance. The Provider Agreement Administrator shall issue a ruling, in writing, to Provider within 10 business days of receipt of the complaint/grievance.

3. If Provider is not satisfied that the Provider Agreement Administrator's ruling, or the Provider Agreement Administrator is unable to resolve the complaint, Provider may appeal, in writing, the ruling, or lack thereof, to the Executive Director within ten (10) business days of the issuance of the ruling or expiration of the time period to provide such a ruling. The Executive Director shall review the appeal, including the Provider Agreement Administrator's ruling, if any, and conduct further investigations, as appropriate. Within five (5) business days of the receipt of Provider's written appeal, the Executive Director shall issue its decision.

4. Provider may appeal the Executive Director's decision to ELCIRMO's Finance Committee, within fifteen (15) days after receiving the Executive Director's decision. The appeal to the Finance Committee shall be in writing and delivered to the main office of ELCIRMO, located at 10 S.E. Central Parkway, Suite 200, Stuart, Florida 34994. Any appeal not filed in a timely manner shall not be processed.

5. The Finance Committee shall conduct a hearing to determine a fair and equitable solution and shall issue its findings, in writing, to Provider. Provider may be present at the hearing and may choose to present witnesses on his/her behalf. The decision of the Finance Committee is final; however Provider may pursue such matters in a court of law as appropriate.

6. Provider's failure to comply with the requirements for filing appeals as contained in this Section shall be deemed as Provider's acceptance of the ruling or decision at the given level as satisfactory and acceptable, and shall have waived any right to further appeal.



**EARLY LEARNING COALITION OF INDIAN RIVER,
MARTIN & OKEECHOBEE COUNTIES, INC.**

PROVIDER AGREEMENT – SCHOOL READINESS

N. Renegotiation or Modification

1. Modifications or amendments to provisions of this Agreement shall only be valid when they have been written and duly signed by all parties.
2. The parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

O. Provider Compliance Policy

1. Provider understands and agrees that reimbursement will only be for services rendered in compliance with this Agreement. Provider further understands and agrees that Provider's signature of this Agreement will allow for School Readiness funded children to attend its program.
2. Provider understands and agrees that Provider's failure to correct any non-compliance, within the timeframe established by ELCIRMO, may result in the requirement to reimburse ELCIRMO for School Readiness services provided and/or further funding being withheld. Provider understands and agrees that, notwithstanding its rights under this Agreement, ELCIRMO may also pursue other rights and remedies to enforce the terms of this Agreement, including all available legal and equitable rights and remedies. Provider also understands and agrees that notwithstanding anything contained in this Agreement to the contrary, Provider may not, at the sole and absolute discretion of ELCIRMO, be given an opportunity to correct a non-compliance in the event of multiple recurring violations or a serious violation affecting the well-being of the children enrolled in the program.

P. Miscellaneous Provisions

1. Any notice required or permitted to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by certified mail, postage prepaid, return receipt requested, to the address first written above unless the address is changed by the party by like notice given to the other parties. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this Agreement may be sent by facsimile, electronic mail or Federal Express, but shall only be deemed to have been given when received.
2. In the event it becomes necessary for either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs through all trial and appellate levels.
3. Except as expressly provided in this Agreement as a "business day," all references to days shall be calculated as calendar days, to include weekends and state or national holidays. As, and when, used in this Agreement, the term "business day" shall mean Monday through Friday, other than days that are state or national holidays of the United States of America. In the event that the date for performance of either party's obligations under this Agreement shall fall on a non-business day, then the date for performance shall be extended to the next business day thereafter occurring.



**EARLY LEARNING COALITION OF INDIAN RIVER,
MARTIN & OKEECHOBEE COUNTIES, INC.**

PROVIDER AGREEMENT – SCHOOL READINESS

- 4. Provider may not assign any of its rights or obligations under this Agreement unless such assignment is approved, in writing, by ELCIRMO, which approval may be withheld for any reason and in ELCIRMO's sole and absolute discretion.
- 5. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.
- 6. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- 7. This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Martin County, Florida.
- 8. All terms and words used in this Agreement regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.
- 9. This Agreement contains and sets forth the entire understanding between Provider and ELCIRMO.

PROVIDER UNDERSTANDS that execution of this Agreement constitutes Provider's acceptance of the terms and conditions contained herein. Provider understands that this signature page must be signed and returned to Early Learning Coalition of Indian River, Martin and Okeechobee Counties, Inc. on or before close of business on December 31, 2012, in order to receive payments for services provided.

PLEASE PRINT THE INFORMATION BELOW IN UPPERCASE LETTERS AND WRITE LEGIBLY:

PROVIDER:

DR. FRAN ADAMS
Print Name

SUPERINTENDENT
Title

Signature

Date

ELCIRMO:

Jacki Jackson
Print Name

Executive Director
Title


Signature

10/23/12
Date

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List of schools that have submitted plans approved by their School
Advisory Councils and a District Review Committee

2012-2013

School District of Indian River County
School Improvement and Differentiated Accountability Plans

Alternative Education Center
Beachland Elementary
Citrus Elementary
Dodgertown Elementary
Fellsmere Elementary
Gifford Middle School
Glendale Elementary
Highlands Elementary
Imagine School
Liberty Magnet
Osceola Magnet
Oslo Middle School
Pelican Island Elementary
Rosewood Magnet
Sebastian Elementary
Sebastian River High
Sebastian River Middle
Storm Grove Middle
Treasure Coast Elementary
Vero Beach Elementary
Vero Beach High School
Wabasso Exceptional School
St. Peter's Academy

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MEMORANDUM

October 8, 2012

TO: Greater Florida Consortium of School Boards

FROM: Dr. Lawrence Feldman
President

SUBJECT: **PROPOSED 2013 LEGISLATIVE PROGRAM**

Attached is the **proposed** 2013 Legislative Program of the Greater Florida Consortium of School Boards. The proposal is the result of the consortium's legislative meeting held in Miami, Florida on September 28-29, 2012.

We are asking that you approve the program as soon as possible in that the legislature will be organizing on November 20th and interim committee meetings will start shortly thereafter.

You are reminded that, under the consortium bylaws, if a single board rejects an issue, that issue automatically is removed from the program.

Also attached are two other documents:

- Issues which will be forwarded to the Florida School Boards Association for consideration at its October 18th meeting; and
- A proposal to be forwarded to the Florida High School Athletic Association.

Please send the results of your school board's action to tomcerra@gmail.com.

Thank you.

LF:pw
Attachments

**GREATER FLORIDA CONSORTIUM
OF
SCHOOL BOARDS'
2012~~3~~ LEGISLATIVE PROGRAM**

Constitution of the State of Florida, Article IX - - Section I.

“The education of children is a fundamental value of the people of the State of Florida. It is therefore a paramount duty of the State to make adequate provision for the education of all the children residing within its borders. Adequate provision shall be made by law for a uniform, efficient, safe, secure, and high quality system of free public schools that allows students to obtain a high quality education....”

GOAL: TO INCREASE, ON A PHASED-IN BASIS, THE AVERAGE PER STUDENT FUNDING TO ENSURE THAT FLORIDA IS IN THE TOP HALF OF THE STATES AND CAN PROVIDE A WORLD CLASS EDUCATION TO ENABLE ITS STUDENTS TO COMPETE AND EXCEL IN THE GLOBAL MARKET PLACE.

PRIORITY ISSUES

FUNDING

In order to accomplish this goal:

Allocate sufficient state dollars with flexibility to enable school districts (traditional public schools) to support: guaranteed continuation budgets that provide for enrollment changes, inflationary increases, competitive salaries and benefits for teachers and other personnel, and quality program improvements including those mandated by SB 736. **Use state revenue to provide for this continuation budget as opposed to the state using increases in local property tax revenues as the source of additional funds.**

- Conduct an impartial third-party study of the Florida Price Level Index to reflect the costs of housing, insurance, poverty, and transportation, rather than wages.
- Guarantee, at least, the same dollars per FTE in total potential funds appropriated for FY 2006-07 increased by \$100 and adjusted for the three-year average of inflation and reject any expenditure caps.
- ~~Pending the fiduciary study, absorb any increase and/or reduce the FRS costs for employers and employees.~~ Provide state funding for any increased costs to the employer’s contribution to the Florida Retirement System.
- Develop a state plan to reinvest a specific percentage of state growth revenue in the FEFP.

- Continue to authorize co-enrollment funding for high school students taking adult education courses who need credits for graduation or improved grade point average.
- Increase funding for Safe Schools, Transportation, Instructional Materials, and Supplemental Academic Instruction to accommodate higher enrollment and higher costs, and maintain these programs as categoricals with maximum flexibility.
- Uphold the 90 percent rule in the FEFP and fund state mandates for Transportation and Instructional Materials entirely from state revenue and do not include this funding when calculating the 90 percent rule.
- Restore the program weights for Exceptional Student Education (ESE), English-for-Speakers-of-Other-Languages (ESOL), and all secondary (middle and high school) career education programs to pre-2001 levels.

Stable Funding for Public Education

Identify alternative revenue sources, including efforts to enforce the existing state sales tax on all internet sales made in Florida and study a phase-out of exemptions on non-essential goods.

Local Discretionary Millage (LDM)

- Oppose further equalization of the LDM until the basic education program is funded to the 2006-07 level adjusted for the three-year average of inflation.
- Extend the voter-approved operating millage authority from four (4) years to ten (10) years and allow for voter approval of the half-cent sales tax for operational as well as capital construction purposes.

Funding

- Reinstate the funding for 251, 252, 253, and gifted students on a per student basis.
- Hold funding in abeyance for the School Recognition Program.
- Reject any new funded or unfunded mandates or new programs.
- Public school funding should follow the student when the student's educational enrollment location changes between a non-traditional school and a traditional public school.
- Restore pre-kindergarten funding to the FY 2010 level to eliminate waiting lists and recognize space requirements in state facilities specifications (SREF).
- Preserve Advanced Placement and International Baccalaureate Programs and other advanced academic programs by restoring funding to the 2006-2007 levels (.24 factor).

- Return the rate of local tax roll collections from 96 percent to 95 percent for FEFP calculation purposes.
- Complete the three-year commitment to adjust the performance-based funding formula for Post-secondary Vocational and Adult Basic Education Programs so that the inequity of overfunding some districts at the expense of others is discontinued.
- Provide flexibility to determine the most appropriate model to offer extended instruction in reading and math to low-achieving students.
- Provide state funding to support all technology and digital requirements that the legislature has mandated districts must meet by 2015 or delay that deadline.
- Provide adequate funds within the FEFP for additional pupil personnel services, such as guidance counselors and school psychologists.

HURRICANE/DISASTER RELIEF

Establish permanent statutory authority to assist school districts with hurricane damage without negatively affecting resources for other districts, including:

- providing an avenue for school boards to seek necessary waivers of state law for up to a year, such as shortening the school year, in order to resolve some of the immediate impact of hurricane damage; and,
- funding all operational costs associated with shelter operations.

CLASS SIZE

- Fully fund the class size constitutional mandate and distribute all funds on a per student basis and eliminate all monetary penalties.
- Give traditional public schools the same exemptions provided charter schools and allow implementation on the “classroom average” instead of the class-by-class cap.

GOVERNANCE

Voucher Programs

Oppose any further expansion of the Florida Tax Credit and John McKay Scholarship Programs and require the same accountability for students attending these programs as is required for students attending traditional public schools.

Charter Schools

- Provide traditional schools the same laws, rules, and regulations as charter schools.
- Allow school boards to serve as the Board of Directors to establish their own charter schools within each district.
- Maintain school boards' authority regarding the disposition of local capital outlay funds and impact fees and authorize school boards to collect administrative fees for all students served by the charter school.

School Board Structure

Oppose any provisions impacting the school board's governance without local school board and community input.

Waiver of Statutes

Provide the authority for the governor or the commissioner of education to waive statutes, except for those dealing with life safety issues, upon request of the school board, for up to three years.

Legislative Session Dates

Place a constitutional amendment on the 2014 ballot for the legislature to convene annually in January to allow adequate time budget development and new legislative initiatives.

Articulation Programs and Agreements

- Allow local or regional determination in the operation of post-secondary and adult education articulation programs and dual delivery systems.
- Provide for statewide articulation agreements for school districts, community and state colleges and universities so that dual enrollment credit will transfer to and among all state higher education institutions.

School Board Calendar

Abolish the portion of Florida Statute that requires the first day of school to be no more than 14 days before Labor Day of each year and allow each district the authority to set its own start date.

Pay for Performance/Teacher Evaluation Systems

Provide the authority for school boards to design local evaluation and performance systems rather than impose a one size fits all mandate.

Constitutional Authority and Home Rule

Preserve school board constitutional and home rule authority and the remuneration of school board members.

Workforce Development

Maintain the dual education delivery system that allows both the local school district and community college to offer adult programs.

CAPITAL OUTLAY

Public Education and Capital Outlay (PECO)

Restore and enhance funding to traditional public schools.

School Construction

Provide adequate school construction funds to support new facilities, renovations, replacement schools, school maintenance, land acquisition, mandated class size reduction, hurricane shelter retrofitting, pre-kindergarten programs housed in public schools, and the additional costs of constructing environmentally efficient “green” schools.

Optional Capital Outlay Levy (2.0 mills)

- Restore the full optional 2.0 mill levy for capital purposes and reject any further reduction and continue the flexibility to use this revenue to pay property and casualty insurance premiums; to purchase equipment to implement on-line testing; and, to purchase software required to run equipment purchased with capital funding.
- Oppose any mandatory diversion of Local Discretionary Capital Outlay levy revenue from traditional public schools to non-traditional public schools.

Impact Fees

- Define school boards as “infrastructure,” not “developers.”
- Maintain fees and reinstate local capital outlay funding for the purposes that they were collected.

Relocatables

Allow, but do not require, local governments and school boards to include the capacity of temporary relocatable facilities in the level of service calculation.

Student Station Costs

Provide for a district or regional index for the per-student-station cost cap to keep pace with changing market place increases for labor, materials, and code requirements.

Local Sales Tax

Expand the allowable use of locally-voted sales tax to include operating expenses that maintain, renovate, or repair existing school facilities and maintain, secure, or upgrade school technology equipment.

ACCOUNTABILITY AND STATE TESTING PROGRAM

- Establish and fund better systems to develop, implement, and audit valid and reliable state tests and expedite the scanning and scoring to provide better, more reliable student data.
- Develop and fund the teacher/administrator evaluation and performance pay system and provide maximum local flexibility for collaboration and negotiations for the implementation.
- Fully fund end-of-course exams and provide that EOCs should not be the determining factor in receiving credit; should not exceed 30 percent of a student's total grade; and, allow students to retake the exams.
- Modify the state's criteria for "intervene status" to ensure clarity, consistency, and fairness.
- Provide the same level of student and educator accountability for all state providers.
- Allow alternative ways for Post-secondary Readiness Test compliance, such as Advanced Placement, International Baccalaureate, AICE, or Dual Enrollment programs.
- Approve the recommendations by the Commissioner's Task Force (Spring 2012) to have equitable and appropriate assessments for students in special education centers and those students classified as English-for-Language-Learners (ELL). Regardless of the assessments utilized, if alternate assessments leading to a standard diploma for students with disabilities are not created, ensure there is a waiver (utilizing a portfolio such as that in the ENOBLES Act) available for these students.
- Exempt ESE Centers from the school grading system, develop an alternative assessment model that appropriately measures student achievement and teacher performance, and establish statewide criteria for student placement.

OTHER ISSUES

Student Safety

- Permit safety signage on school buses.
- Provide for traffic violation for any unauthorized vehicle, moving or parked in a school bus zone, when buses are loading and unloading.

Texting

Prohibit reading, writing, or sending text messages on an electronic device while operating a motor vehicle in a school zone.

Best Practices of Assessment Programs

Require the state DOE to conduct a “Global Best Practices” review of professional and student assessment programs.

Department of Juvenile Justice (DJJ) Funding

- Ensure that any additional funding for Juvenile Justice centers supplements rather than supplants funds available for the basic education program.
- Allow districts to waive the \$45 fee for adult education basic or GED courses offered to students in jails, stockades, or DJJ facilities.

Virtual Education

Allow districts to claim up to .4 FTE per student for virtual education and allow reporting for a total of 12 months.

Elementary Physical Education

Amend the 150-minute/week requirement for physical education to allow that time to include other teacher-supervised, research-based physical activities that are age and developmentally appropriate.

Residency Requirement

Eliminate the one-year residency for in-state tuition eligibility requirement to attend public school K-12 post-secondary education programs.

**Approval to Award Contract for Engineering Testing Services -
Bid 2012-03 - Mr. Morrison**

Requested by: Facilities Department

Estimated Annual Amount: \$300,000

Fund Source: Capital

The purpose and intent of this RFQ is to award continuous contracts to qualified professional engineering testing firms for geotechnical/foundation studies, construction materials testing, structural/threshold inspections, environmental audits/ assessments and other engineering services for miscellaneous projects on an as needed basis. It is the intent of the District to award continuing contracts to multiple firms to provide services as assigned by the Facilities Department on a rotating and/or best fit selection.

Advertisement soliciting professional qualifications and Letters of Interest from qualified firms was placed in the Vero Beach Press Journal on April 25, 2012, was mailed to eight (8) firms in our vendor database and was also posted on the district website. Nine (9) firms responded by the required date of May 8, 2012. The selection team consisted of Pete Copeman, John Earman, Patrick McCarty, Scott Sanders and Susanne Titus. The team evaluated all firms and it is recommended that all firms be short-listed to participate in future projects on a best fit or rotational basis.

Andaman & Associates, Inc.
Dunkelberger engineering and testing, Inc.
GFA International, Inc.
GLE Associates, Inc.
KSM Engineering & Testing
MBV Engineering, Inc.
Nutting Engineers of Florida, Inc.
Professional Services Industries, Inc. (PSI)
Universal Engineering Sciences, Inc.

It is recommended that negotiations proceed per Chapter 287.055 F.S. to obtain continuing contracts with Andaman & Associates, Inc., Dunkelberger engineering and testing, Inc., GFA International, Inc., GLE Associates, Inc., KSM Engineering & Testing, MBV Engineering, Inc., Nutting Engineers of Florida Inc., Professional Services Industries, Inc. (PSI) and Universal Engineering Sciences, Inc.

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APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT: **Sebastian River High School Part 2 Freshman Learning Ctr**
9001 Shark Blvd
Sebastian, FL 32968

APPLICATION NO: **17 RETAINAGE** Distribution to:
CONSTRUCTION OWNER (2)
PERIOD TO: 10/01/12 ARCHITECT (1)
 CONTRACTOR (1)
 ARCHITECT'S

FROM (CONTRACTOR): **Proctor Construction Company**
2050 US Highway 1, Suite 200
Vero Beach, FL 32960

VIA (ARCHITECT): **Donadio & Associates-Attn: Tony Donadio**
609 17th Street, Vero Beach, FL 32960

PROJECT NO: **SRHSFLC**

CONTRACT FOR: **Construction** CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

PURCHASE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Purchase Orders approved in previous months by Owner			
TOTAL			0.00
Approved this Month			
Number	Date Approved		
ODP's Req 1 thru 38			-1,753,388.78
TOTALS		0.00	-1,753,388.78
Net change:			-1,753,388.78

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

1. ORIGINAL CONTRACT SUM	6,875,052.98
2. PURCHASE ORDERS/OCO	-1,753,388.78
3. CONTRACT SUM TO DATE	5,121,664.20
4. TOTAL COMP & STORED TO DATE	4,680,028.36
5. RETAINAGE:	
Retainage Held to Date	
10% of Stored Material	0.00
TOTAL RETAINAGE	169,385.02
6. TOTAL EARNED LESS RETAINAGE	4,510,643.34
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	4,341,258.33
(Line 6 FROM PRIOR Certificate)	
8. CURRENT PAYMENT DUE	169,385.01
9. BALANCE TO FINISH, PLUS RETAINAGE	611,020.86
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by t

CONTRACTOR:

By: _____ Date: 10/01/12
 Donald L. Tolliver, President

State of: **Florida** County of: **Indian River**

Subscribed and sworn before me this 1ST day of OCT 2012.

Notary Public:

Patricia Pitts
 Patricia Pitts



PATRICIA PITTS
 MY COMMISSION # DD 996589
 EXPIRES: June 1, 2014
 Bonded thru Budget Notary Services

My Commission expires: 06/01/2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED \$ _____

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as

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

ENGINEER:

By: _____ Date: _____

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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**National Employee Benefit Companies, Inc
d/b/a AMWINS RX**

SPONSOR AGREEMENT

THIS AGREEMENT, made as of the 9th day of October, 2012, between National Employee Benefit Companies, Inc d/b/a AMWINS RX, a Rhode Island corporation, with its principal place of business at 16 International Way, Warwick, RI 02886 and School Board of Indian River County, a political subdivision in the State of Florida, with its principal place of business at 1990 25th Street, Vero Beach, FL 32960. AMWINS RX and Sponsor are herein referred to each individually as a "Party" and collectively as the "Parties."

WHEREAS, The Medicare Prescription Drug Benefit program was established by section 101 of the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (MMA) and is codified in section 1860D-1 through 1860 D-41 of the Social Security Act (the Act). Section 101 of the MMA amended Title XVIII of the Social Security Act by redesignating Part D as Part E and inserting a new Part D, which establishes the Voluntary Prescription Drug Benefit Program (hereinafter referred to as "Part D"); and

WHEREAS, IDEALSCRIPTS provides Medicare Prescription Drug Program (PDP) and commercial prescription drug programs to its membership and maintains a network of Pharmacies (as defined herein) and provides pharmacy benefit administrative services; and

WHEREAS, Sponsor has committed to provide a prescription drug benefit plan for eligible Covered Persons (as defined below); and

WHEREAS, AMWINS RX has established a network of retail and mail service pharmacies to provide services for Sponsor's prescription drug benefit plan; and

WHEREAS, AMWINS RX has access to a remote electronic claims adjudication and processing system for adjudicating and processing claims made for prescription drugs and other related goods and services; and

WHEREAS, AMWINS RX has access to a drug utilization review service by which the cost effectiveness, interaction and resulting therapeutic effect of various drugs is reviewed and monitored electronically; and

WHEREAS, AMWINS RX has a prescription drug benefit management service for designing and managing prescription drug benefit plans; and

WHEREAS, Sponsor desires to engage AMWINS RX to adjudicate and process claims on its behalf through the electronic claims adjudication and processing system and may request

AMWINS RX to implement drug utilization review and other services now or in the future, and AMWINS RX desires to furnish such services on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. DEFINITIONS

- A. "AWP" means the average wholesale price of a product as determined by First Data Bank, MediSpan or other similar service selected from time to time by Manager.
- B. "Benefits" means the prescription drugs and other related goods and services covered by the Plan.
- C. "Claims System" means the electronic system used by AMWINS RX to adjudicate and process claims made for Benefits.
- D. "Copay" means the portion of a Product Cost which, subject to the other provisions of this Agreement, a Member must pay to a pharmacy for each prescription fill or refill of a covered product.
- E. "Deductible" means the cumulative amount, representing 100% of Product Cost, an individual or family must pay to pharmacies for covered products during a specified time period before the payment obligation of the individual or family for further products during the time period is reduced to the Copay.
- F. "Covered Person" means an individual who is eligible to receive Benefits in accordance with and under the terms of the Plan.
- G. "DUR" means the concurrent and/or retrospective drug utilization review programs used by AMWINS RX.
- H. "Exclusions" means the prescription drugs and other related goods and services not covered by the Plan.
- I. "Formulary/Therapeutic Management Programs" means Prior Authorization ("PA") and Medical Necessity ("MN") programs. Under the Medical Necessity program, coverage of a non-Formulary product (other than a Excluded Product) is preauthorized for a specified Member and length of therapy upon prescriber's written request if Manager (or Sponsor on appeal) determines that medical necessity exists utilizing criteria approved by the P&T Committee.
- J. "MAC" or "Maximum Allowable Cost" means the list of generic drugs and the corresponding pricing that AMWINS RX will pay participating pharmacies, as modified by AMWINS RX from time to time.

- K. "Maximum Benefit" means the maximum cumulative amount of Product Cost *net of Deductibles and Copays* which will be covered for an individual or family during a specified time period. Once the Maximum Benefit has been reached, the individual or family must pay 100% of the dispensing pharmacy's Product Cost for the remainder of the specified time period.
- L. "Member Pharmacy" or "Member Pharmacies" means a retail and/or mail service pharmacy or pharmacies that have executed a Pharmacy Participation Agreement with AMWINS RX (or its designee) to provide services for the Plan.
- M. "Out-of-pocket Maximum" means the maximum cumulative amount an individual or family must pay for covered products during a specified time period. Once the Out-of-Pocket Maximum has been paid, the individual or family pays nothing for further covered products during the time period.
- N. "Pharmacy Participation Agreement" means the subcontract between AMWINS RX (or its designee) and a Member Pharmacy for the Member Pharmacy's provision of pharmacy services to Covered Persons.
- O. "Plan" means Sponsor's prescription drug benefit plan(s).
- P. "Prior Authorization" means products requiring "**Prior Authorization**" will be covered for a specified Member and length of therapy only upon prior approval by Manager (or by the Sponsor on appeal) of a request by the prescriber. Decisions on requests will be based on criteria approved by the P&T Committee. Emergency Supply available.
- Q. "AMWINS RX Program" means the Claims System, DUR and the other services which AMWINS RX may provide to Sponsor from time to time.
- R. "WAC" means wholesale acquisition cost for the price paid by a wholesaler for a drug purchased from the wholesaler's supplier, typically the manufacturer of the drug. The applicable WAC will be based on the package size dispensed by the PHARMACY. WAC Pricing will be updated on a weekly basis as set forth in the current price list in First Data Bank or other nationally recognized pricing sources as determined by AMWINS RX

II. OBLIGATIONS AND WARRANTIES OF SPONSOR.

- A. Sponsor shall promptly provide AMWINS RX, in a form reasonably acceptable to AMWINS RX, information concerning the Plan, as and when needed and in sufficient detail to allow AMWINS RX to perform its obligations hereunder, including, but not limited to, the following:
 - 1. the effective date and the expiration date, if any, of the Plan;

2. a summary description of the Plan, which describes, among other things, the Benefits and Exclusions under the Plan;
3. the classes of dependents covered, including any age (or other) limits applicable to dependent children;
4. the estimated number of Covered Persons by geographic location, i.e., county or other mutually agreed upon breakdown;
5. the intended manner of distribution of identification cards to Covered Persons;
6. the parameters for determining (i) whether and to what extent services are covered by or excluded from the Plan, and (ii) the amounts of all payments and the compensation rates to be offered for all Benefits (collectively, the "Parameters");
7. the amount of the Plan deductible or co-payment, if any; and
8. Sponsor shall provide AMWINS RX with an initial Eligibility File at least fifteen (15) days prior to the effective date of such Sponsors Prescription Drug Program. Electronic eligibility information, including at least the following:
 - (a) the names and identification numbers of all Covered Persons as of the effective date of the Plan;
 - (b) the relationship between Covered Persons (e.g., qualified dependent), as applicable, and such other information as AMWINS RX may reasonably require for adjudication of claims via the Claims System;
 - (c) the date of birth of each Covered Person;
 - (d) information, as requested by AMWINS RX, to prepare profiles of each Covered Person for the provision of DUR services, if such services are requested in writing by Sponsor;
 - (e) each Covered Person's home address;
 - (f) updates to, additions to and deletions from eligibility information and profiles of Covered Persons within five (5) days after such change occurs; and

- (g) other information as reasonably requested by AMWINS RX in connection with the services contemplated under this Agreement.
9. Sponsor shall be solely responsible for ensuring the accuracy of its Eligibility Files, and shall be obligated to pay AMWINS RX for claims accepted by AMWINS RX in accordance with the eligibility procedures established in this section. Sponsor bears the risk of fraudulent claims submitted by Members or by unauthorized persons using a member's Identification Card or identification number.
- B. Sponsor shall provide AMWINS RX with copies of all revisions or changes to the Plan at least thirty (30) days prior to the effective date of any such revision or change.
 - C. Upon enrollment, Sponsor shall provide each Covered Person with a description of the Plan and the AMWINS RX Program, as well as any updates or changes thereto.
 - D. Sponsor shall obtain any written consents from Covered Persons, as required by law and/or as reasonably requested by AMWINS RX to enable AMWINS RX to perform its services hereunder.
 - E. Sponsor shall pay any and all taxes and fees levied, if any, by any Federal, State or local authority in connection with the Plan.
 - F. Sponsor warrants that if the Plan provides for the reimbursement to Covered Persons of the cost of prescription drugs purchased at non-Member Pharmacies, then the Plan shall condition such reimbursement upon the submission of a claim to AMWINS RX by the Covered Person for direct reimbursement in a form approved by Sponsor and AMWINS RX, together with the Covered Person's proof of payment for such prescription drugs.
 - G. Sponsor warrants that the Parameters and the information provided to AMWINS RX pursuant hereto are consistent with the Plan in all respects.
 - H. Sponsor warrants to AMWINS RX that the Plan is in full compliance with, and shall at all times during the term of this Agreement remain in full compliance with, all Federal, State and local rules, regulations and/or laws applicable to the Plan.

III. OBLIGATIONS OF AMWINS RX.

- A. AMWINS RX shall provide the applicable basic per claim services in accordance with the "Basic Per Claim Services Schedule" attached hereto and made a part hereof.
- B. AMWINS RX shall enter the Plan's Parameters and eligibility information received from Sponsor into the Claims System. The information entered into the Claims System shall be deemed correct to the extent it is consistent with the information provided by Sponsor, unless and until AMWINS RX is otherwise notified by Sponsor that corrections are required. AMWINS RX shall promptly correct any errors brought to its attention.
- C. AMWINS RX shall produce AMWINS RX identification cards for distribution by Sponsor to all Covered Persons.
- D. AMWINS RX shall provide Sponsor with access to its network of Member Pharmacies for the benefit of Covered Persons under the Plan.
- E. AMWINS RX shall use reasonable efforts to engage an adequate number of Member Pharmacies in geographic areas where Covered Persons reside. AMWINS RX shall furnish to each of its Member Pharmacies a summary description of the Plan, provided that Sponsor has provided same to AMWINS RX pursuant to Article II.A.2. hereof. Sponsor acknowledges that the Member Pharmacies are chosen solely on their willingness to provide services to Covered Persons based on the terms, conditions and criteria of the Plan, and the terms of the Pharmacy Participation Agreement. Sponsor acknowledges that AMWINS RX has not conducted any investigation of, or otherwise reviewed or credentialed, any Member Pharmacy or pharmacist providing pharmacy services to Sponsor and/or its Plan.
- F. If requested by Sponsor, the Parties may agree, by a writing signed by both Parties, that AMWINS RX shall process prescription claims for non-Member Pharmacies for each Plan assigned to AMWINS RX, on such terms and with such conditions as mutually agreed to by the Parties.
- G. AMWINS RX (or its designee) shall pay claims received from Member Pharmacies through the Claims System and may also pay paper claims received from Covered Persons for direct reimbursement, provided the requirements set forth in Article II.F. hereof are met. Based on the Plan Parameters, AMWINS RX (or its designee) shall determine eligibility and conformity with the Plan and shall process payment of eligible claims and provide notification of declined or ineligible claims. AMWINS RX shall administer and adjudicate claims in accordance with this Article III. hereof if the Plan documents (including, without limitation, the summary description of the Plan) are clear and unambiguous as to the validity of claims and the eligibility of Covered Persons for coverage under the Plan; AMWINS RX shall have no discretionary authority to interpret the Plan.

If adjudication of a claim requires interpretation of ambiguous Parameters, and Sponsor has not previously indicated to AMWINS RX the proper interpretation of such language, then Sponsor shall be responsible for resolving the ambiguity or any other dispute arising therefrom. In any event, Sponsor's decision as to any claim (whether or not it involves a Parameter ambiguity or other dispute) shall be final, subject only to appeals allowed by applicable laws.

- H. Audits of Participating Pharmacies. AMWINS RX shall maintain criteria, which it may amend from time to time, to establish when and how a Participating Pharmacy shall be audited to determine compliance with its agreement with AMWINS RX. The audit may be conducted by AMWINS RX internal auditors or its outside auditors, and at the pharmacy or at AMWINS RX by a review of electronically transmitted claims. AMWINS RX audit efforts under this Section shall be deemed to be made on Sponsor's behalf. AMWINS RX shall not be required to institute litigation to collect any overpayments. AMWINS RX obligations to attempt collection shall be AMWINS RX sole obligation and liability with respect to remedying such overpayments.

- I. AMWINS RX shall invoice Sponsor for the retail and/or mail service prescription claims amounts and applicable taxes and fees, if any, that have been processed by AMWINS RX (or its designee) during the applicable period in accordance with Exhibit A (the "Prescription Claims Invoice"). AMWINS RX shall furnish to Sponsor a Prescription Claims Invoice no less frequently than twice each month.

- J. AMWINS RX shall invoice Sponsor for the administrative fees specified in Exhibit A (the "Administrative Fees") which have become due during the applicable period (the "Administrative Fees Invoice"). AMWINS RX shall submit to Sponsor an Administrative Fees Invoice no less frequently than monthly (the Prescription Claims Invoice and the Administrative Fees Invoice, as well as the DUR Invoice [defined below], if applicable, are collectively referred to herein as the "Invoices").

IV. FORMULARY SERVICES.

AMWINS RX shall, on behalf of Sponsor, and subject to Sponsor's approval and final authorization, develop and implement the Plan's drug formulary, and perform related services in connection therewith (the "Formulary Services").

V. PAYMENT.

- A. Sponsor shall effectuate an Automated Clearing House (ACH) transfer or an electronic wire transfer in the amount reflected in the Prescription Claims Invoice

to a bank account designated by AMWINS RX within twenty-four (24) hours of receipt of a Prescription Claims Invoice.

- B. Sponsor shall remit to AMWINS RX payment in the amount reflected in the Administrative Fees Invoice within ten (10) business days of receipt of an Administrative Fees Invoice.
- C. If and when DUR services are requested, Sponsor shall remit to AMWINS RX payment in the amount reflected in a separate DUR invoice within ten (10) business days of receipt of such invoice (the "DUR Invoice").
- D. In the event Sponsor fails to pay AMWINS RX any amount due and owing hereunder on or before the date due, then (a) AMWINS RX shall have the right to impose and Sponsor shall pay to AMWINS RX a finance charge of 1.5% on the unpaid balance of the Invoices; and (b) AMWINS RX shall have the right, upon forty-eight (48) hours' prior notice to Sponsor, to: (1) decline to issue or reissue AMWINS RX identification cards to Covered Persons, (2) suspend processing and payment of claims of Covered Persons immediately until such time as Sponsor's account with AMWINS RX has been brought current, (3) advise Member Pharmacies immediately, as they access the Claims System, that Covered Persons' AMWINS RX identification cards are no longer valid, and (4) apply all or any portion of Sponsor's security deposited with AMWINS RX to Sponsor's delinquent account; and (c) Sponsor shall be responsible for all reasonable costs and expenses of collection of delinquent amounts owed and shall reimburse AMWINS RX for such costs and expenses (including, without limitation, reasonable attorneys' fees incurred by AMWINS RX in enforcing the terms of the Agreement); and (d) AMWINS RX shall be entitled to all other remedies available hereunder or otherwise at law or in equity.
- E. If, at any time, AMWINS RX shall reasonably determine, based on Sponsor's failure to pay any Invoices, that Sponsor may be unable to meet its financial commitments hereunder, AMWINS RX shall have the right, upon 24 hours' notice, to require Sponsor to deposit with AMWINS RX security in the amount of one month's claims volume and Administrative Fees (calculated based on the average of such amounts during the previous three months). Sponsor shall not be entitled to interest on any security in the form of a reserve or deposit. AMWINS RX shall retain the deposit until the termination of this agreement or the applicable Sponsor agreement.
- F. AMWINS RX shall guarantee the Administrative Fees set forth in Exhibit A for the first year of this Agreement. After the initial one-year period, AMWINS RX may, from time to time, modify the Administrative Fees with at least sixty (60) days' prior notice to Sponsor (the "Fee Modification Notice"). The new Administrative Fees will become effective upon the expiration of this sixty (60)

day notice period. Sponsor may object to any modification to the Administrative Fees by giving written notice thereof to AMWINS RX within thirty (30) days after the date the Fee Modification Notice is sent by AMWINS RX. In such event, if the Parties cannot agree on appropriate Administrative Fees, this Agreement shall terminate at the end of the aforesaid sixty (60) day period.

- G. Sponsor shall reconcile reimbursements and appeal any disputed claims within a maximum of 90 days after the date the prescription charge is posted to sponsor's statement.
- H. **Sponsor Audits.** Provided that this Agreement has been duly executed by Sponsor, or Sponsor's third party auditor, as agreed upon by all parties, ("Auditor") may inspect prescription drug claim data and billing records relating to the Prescription Drug Program not more frequently than once each year. All audits shall be conducted during normal business hours at AMWINS RX offices upon sixty (60) day's prior notice. AMWINS RX may designate the specific dates of availability for the audit, none of which may be in December or January. Any and all costs and expenses associated with Sponsor's audit shall be borne by Sponsor including reasonable costs and expenses incurred by AMWINS RX to the extent the audit goes beyond AMWINS RX standard audit protocol. The scope of any audit shall not exceed claims incurred during the eighteen (18) months immediately preceding the audit. Audit materials or documentation provided by AMWINS RX will be confined to Sponsor-specific information.

VI. RECORDS AND DATA.

- A. AMWINS RX shall maintain for three (3) years, or such additional period as may be required by applicable law or regulation, the claims forms supporting the Invoices and other records sufficient to verify payments made to Member Pharmacies. AMWINS RX and Sponsor, or their designated representatives, shall allow each other and any authorized State or Federal governmental authority or regulatory agency to audit, review and duplicate such records and any other records in their possession that relate exclusively to the obligations undertaken by either Party under this Agreement. The review and duplication of records shall be allowed upon reasonable written notice during regular business hours at the place of business of the record holder and shall be subject to all applicable State and Federal laws and regulations regarding the confidentiality of such records. Duplication shall be at the cost of the requesting Party.
- B. Sponsor agrees that, throughout the term of this Agreement, AMWINS RX shall have free and complete access, subject to applicable law or regulation, to all data and information received from Covered Persons, Sponsor and Member Pharmacies for the purpose of preparing compilations, analyses, and reports,

conducting disease state management and outcomes management, and such other uses as AMWINS RX deems appropriate.

- C. AMWINS RX shall retain ownership rights over all property, technology, software compilations, analyses, reports, and other data utilized or developed by AMWINS RX. except as otherwise provided herein, ownership rights shall include, but are not limited to, all rights associated with publication, trade secrets, copyrights, trademarks and patents.
- D. AMWINS RX disclaims all liability arising out of Sponsor's use or dissemination of the data, records, reports, summaries and other information provided by AMWINS RX to Sponsor under this Agreement and/or arising out of Sponsor's failure to maintain the confidentiality of such information. Sponsor and AMWINS RX shall treat as confidential any information that individually identifies a Covered Person, Member Pharmacy or physician/prescriber.
- E. AMWINS RX and Sponsor acknowledge that certain information, reports and data generated under this Agreement are subject to applicable confidentiality of medical record laws, and the Parties agree to comply in all respects with such laws. AMWINS RX will take all reasonable precautions to prevent disclosure and/or use of information relating to the identity of Covered Persons and their medical information for a purpose unrelated to its administration pursuant to this Agreement. Such information may be disclosed by AMWINS RX only:
 - (a) in response to a court order, subpoena or other legal process, or otherwise required by applicable law;
 - (b) in connection with an examination conducted by any Federal, State and/or local governmental authority or regulatory agency;
 - (c) to or at the request of Sponsor;
 - (d) in connection with a Covered Person's health or safety including, without limitation, notifying the Covered Person's physicians, pharmacists or other healthcare providers of potential health hazards; or
 - (e) with the written consent of the Covered Person or his/her legal representative.

Sponsor represents that it has received or will promptly obtain from each Covered Person his/her consent for AMWINS RX to obtain, possess and/or disclose (as applicable) prescription and medical information relating to the Covered Person for the purposes herein described.

VII. TERM AND TERMINATION OF AGREEMENT.

- A. This Agreement is binding as of the date of its execution and delivery but will not take effect until January 1, 2013 (the "Commencement Date"). The term of this Agreement shall begin upon the Commencement Date and shall continue to and including December 31, 2013 (the "Term"), unless sooner terminated pursuant to the provisions of this Article VIII. The Term may be extended upon the mutual written agreement of the Parties.
- B. This Agreement may be terminated as follows:
1. By either Party, without cause and for any reason, on ninety (90) days' prior written notice to the other; provided, however, that such notice shall not be effective and this Agreement shall not so terminate if the Parties, during said ninety (90) day period, mutually agree in writing to continue this Agreement;
 2. By either Party in accordance with Article VI.F. in the event the Parties are unable to agree on changes in Administrative Fees as provided in Article VI.F. hereof;
 3. Except as otherwise provided in this Article VIII.B., by either Party if the other Party shall materially default in its performance of any of its material obligations under this Agreement. The terminating Party shall provide the other Party thirty (30) days' prior written notice specifying the nature of the default. Such notice shall not be effective and this Agreement shall not terminate if the other Party shall cure such default within the thirty (30) day period (or if not curable within said thirty (30) day period, such Party undertakes and proceeds promptly, effectively, continuously and with due diligence to attempt to cure such default within said thirty (30) day period);
 4. Notwithstanding anything herein to the contrary, by AMWINS RX, on seventy-two (72) hours' written notice to Sponsor, if Sponsor shall fail at any time to make any payment required pursuant to this Agreement by the due date or fails at any time to provide or maintain the security required by AMWINS RX under this Agreement; provided, however, that this Agreement shall not so terminate if Sponsor shall cure the payment default not later than the next business day following the date of the notice; or
 5. By either Party immediately on notice to the other, if the other Party shall make an assignment for the benefit of creditors, file a petition in bankruptcy, is adjudicated insolvent or bankrupt, or if a receiver or trustee is appointed with respect to a substantial part of the other Party's property,

or a proceeding is commenced against it that will substantially impair its ability to perform hereunder.

C. Upon the expiration or termination of this Agreement:

1. AMWINS RX shall have the right to notify Member Pharmacies that AMWINS RX identification cards for Covered Persons for the Plan become invalid as of the termination date;
2. The liability of the Parties for obligations incurred under this Agreement through the effective termination date, including all costs of collection and reasonable attorneys' fees, shall survive termination of this Agreement; and
3. Articles VII. (RECORDS AND DATA), X. (LIABILITY; DISCLAIMERS; ACKNOWLEDGEMENTS), XI. (CONFIDENTIAL INFORMATION) and XII. (MISCELLANEOUS) hereunder shall survive termination of this Agreement.
4. If for any reason, said Sponsor terminates this agreement before the ninety (90) days' prior written notice, Article VII Section B.1, AMWINS RX shall have the right to penalize the Sponsor in the amount of three (3) months' administration fees. These fees will be calculated starting from the month prior to the termination notice and continuing through the previous two (2) months.

VIII. NOTICES.

All notices pertaining to this Agreement shall be delivered in person, sent by certified mail return receipt requested, or transmitted by facsimile and confirmed in writing (sent certified mail return receipt requested or by overnight courier) to a Party at the address or facsimile number below, or such other address or facsimile number as a Party may notify the other Party from time to time. Notices delivered in person, and notices dispatched by facsimile prior to 4:30 p.m., recipients' time, Monday through Friday (National legal holidays excepted), shall be deemed received on the day sent. All other facsimiles and notices delivered in person shall be deemed to have been received on the business day following the date of receipt and notices delivered by mail shall be deemed to have been received on the date of receipt on the return receipt; provided however, if such day falls on a weekend or legal holiday, receipt shall be deemed to occur on the next business day. Notices may also be transmitted electronically between the Parties provided that proper arrangements are made in advance to facilitate such communications and provide for their security and verification.

Notices to AMWINS RX shall be addressed to:

National Employee Benefit Companies, Inc
d/b/a AMWINS RX
16 International Way
Warwick, RI 02886
Attn: Michael Hajdun, Exe. Vice President
Facsimile No.: (203) 793-2919

Notices to Sponsor shall be addressed to:

School Board of Indian River County
Denise S. Roberts
1990 25th Street
Vero Beach, FL 32960

Attn: Denise S. Roberts
Facsimile No.: (772) 569-2360

IX. LIABILITY; DISCLAIMERS; ACKNOWLEDGEMENTS.

- A. The AMWINS RX Claims System is dependent upon the accurate transmission and processing of data by electronic means. AMWINS RX, its affiliates, contractors, shareholders, directors, officers, employees, and agents shall not be liable for any damages or claims arising out of any interruption in transmission or processing that is beyond the reasonable control of AMWINS RX.
- B. Nothing in this Agreement shall be construed or be deemed to create any rights or remedies in any third party including, but not limited to, a Covered Person.
- C. Sponsor acknowledges that this Agreement is not a contract for the sale of goods, and AMWINS RX, ITS AFFILIATES, CONTRACTORS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS DISCLAIM ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO THE QUALITY, ACCURACY OR SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE INFORMATIONAL DATA GENERATED THROUGH THE CLAIMS SYSTEM. The database limitations set forth in Exhibit B, Paragraph D are incorporated herein by this reference.
- D. The Parties agree that in no event shall AMWINS RX, its affiliates, contractors, shareholders, directors, officers, employees, and agents have any liability to Sponsor, or any other party, in connection with the acts or omissions of any Member Pharmacy or pharmacist or employee, agent or officer of a Member Pharmacy who performs any service under a Pharmacy Participation Agreement or otherwise in connection with this Agreement. AMWINS RX, its affiliates, contractors, shareholders, directors, officers, employees, and agents shall not, under any circumstances, be liable or responsible for injury including, without limitation, death, suffered by any Covered Person from any prescription drug dispensed or not dispensed by any Member Pharmacy or pharmacist (whether or not using the DUR system for any purpose), or for any side-effects or other consequential or incidental damages of any kind or description whatsoever from the use, or refrain from use, of any such prescription drug, it being expressly understood that such liability and responsibility rests entirely upon the Member Pharmacy or pharmacist dispensing the prescription drug.
- E. In no event shall AMWINS RX, its affiliates, contractors, shareholders, directors, officers, employees and agents be liable for (i) any third party claims against Sponsor, its affiliates, contractors, shareholders, directors, officers, employees or agents for losses or damages, or (ii) any indirect, special, incidental, or consequential (including lost profit or savings) damages regardless of whether AMWINS RX is informed of their possibility or if otherwise foreseeable.

- F. In no event shall the liability of AMWINS RX, its affiliates, contractors, shareholders, directors, officers, employees, and agents to Sponsor under or in connection with this Agreement exceed the actual loss or damage to Sponsor, up to the amount of the Administrative Fees paid to AMWINS RX by Sponsor hereunder for the three (3) month period immediately preceding the date on which the claim arose.
- G. AMWINS RX shall not, under any circumstance, be responsible to use its corporate assets to satisfy any claim or expense that is the responsibility of Sponsor, the Plan or any Covered Person.
- H. AMWINS RX shall be entitled to rely, without investigation or inquiry, upon any written or oral information or communication of Sponsor or its employees or agents.
- I. AMWINS RX reserves the right to control the use of its name and all symbols and service marks presently existing or hereafter established with respect to AMWINS RX; provided, however, that AMWINS RX hereby authorizes Sponsor to use AMWINS RX name, symbols and service marks to the extent necessary or prudent to adequately notify Covered Persons as to the effect and operation of the AMWINS RX Program. Sponsor shall not otherwise use the name, symbols or service marks of AMWINS RX in advertising or promotional materials or otherwise without the prior written consent of AMWINS RX. Further, Sponsor shall cease any and all usage of such name, symbols and/or service marks immediately following the termination of this Agreement.

X. CONFIDENTIAL INFORMATION.

Sponsor shall not disclose any information or knowledge concerning AMWINS RX operations, techniques or procedures, which is hereby deemed confidential information, except as otherwise required by law. If sponsor has to secure information from AMWINS RX, Sponsor agrees to provide at least three (3) days' notice to AMWINS RX. Any such information disclosed to or acquired by Sponsor shall be held in confidence and all written confidential information shall be surrendered by Sponsor to AMWINS RX upon the termination of this Agreement or earlier, upon prior written notice. The provisions of this Article XI shall survive the termination of this Agreement.

XI. MISCELLANEOUS.

- A. Neither Party shall be liable in any manner for any delay or failure to perform its respective obligations hereunder which are beyond such Party's reasonable control including, without limitation, any delay or failure due to strikes, major labor disputes, riots, earthquakes, storms, floods, or other extreme weather, fires,

explosions, acts of God, embargoes, wars or other outbreak of hostilities, delay of carriers, suppliers or telecommunications providers, or governmental acts or regulations.

- B. The Parties have entered into this Agreement as independent contractors and not as agents of one another. Neither Party shall have any authority to act in any way as the representative of the other, or to bind the other to any third party, except as specifically set forth herein.
- C. Any failure by either Party to enforce or require the performance by the other Party of any of the terms or conditions of this Agreement shall not constitute a waiver of a breach of any such term or condition thereafter occurring.
- D. This Agreement shall not be deemed a contract of insurance under any laws or regulations. AMWINS RX does not insure, guarantee or underwrite the liability of Sponsor under the Plan. Sponsor, and not AMWINS RX, shall remain solely liable for the payment of claims and all other expenses incidental to the Plan.
- E. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same agreement. This Agreement shall become binding when one or more counterparts hereof, individual or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories.
- F. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
- G. This Agreement, together with the Exhibits hereto, constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof. No prior oral or written communication with respect to the subject matter hereof, nor any supplement, modification, waiver or amendment of this Agreement unless executed in writing by the Parties hereto, shall be binding.
- H. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida (to the extent such laws are not preempted by applicable Federal law), without regard to that State's conflict of laws principles.
- I. In the event the Parties are unable to informally resolve any dispute arising under the Agreement, such dispute shall be submitted to a Court of competent jurisdiction having jurisdiction over the School Board of Indian River County,

Florida.

- J. Indemnification: Vendor shall indemnify, defend and hold harmless School Board and its officers, agents, employees, retirees and students from and against any and all damage, liabilities, claims, losses, lawsuits, judgments costs and/or expenses (collectively “damages”) including reasonable attorney’s fees and litigation costs through the appellate levels, arising by reason of a breach by vendor of the warranties or representations contained herein, or any claim or demand arising as a result of or in connection with the negligence or misconduct of vendor. The indemnification provided hereunder shall not be subject to any limitation on liability.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers or representatives duly authorized to do so.

National Employee Benefit Companies, Inc.
Company d/b/a AMWINS RX

School Board of Indian River County

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: District School Board Chairman

Date: _____

Date: _____

EXHIBIT A

**PRICING AND ADMINISTRATIVE FEES
PRESCRIPTION PROGRAM**

Sponsor shall pay the following prescription prices and administrative fees. In all cases, prescriptions will be filled at the lower of the amount referenced herein or Member Pharmacy's Usual and Customary Price. "Usual and Customary Price" means Member Pharmacy's cash price less all applicable discounts including, without limitation, senior citizen discounts granted customers during its normal course of business.

A. AMWINS RX LOCAL PRESCRIPTION PRICING 30 DAY SUPPLY

Brand Name Drugs:	Pass-Through
Generic Drugs:	Pass-Through

B. AMWINS RX LOCAL PRESCRIPTION PRICING 90 DAY SUPPLY

Brand Name Drugs:	Pass-Through
Generic Drugs:	Pass-Through

C. MAIL SERVICE PRESCRIPTION PRICING

Brand Drugs:	Pass-Through
Generic Drugs:	Pass-Through

D. ADMINISTRATIVE FEES

Per Member Per Month (PMPM)	\$7.50
Paper Claims (per submitted claim)	\$1.50
Sterling Management Fee (PMPM)	\$5.93

E. MISCELLANEOUS FEES

Retrospective DUR	Included
Drug Utilization Review Programs (DUR)	Included
Eligibility Submission – Manual	\$1.00 PM
Explanation of Benefits	\$1.25 per EOB
Annual Notice of Coverage (ANOC)	\$0.10 PMPM
Explanation of Coverage (EOC)	\$0.50 PMPM
Formulary Management Services	Included
Custom Formulary Materials	Included
Group Set Up Fees	Included
Start Up Fees	Included

ID Cards – Initial	Included
ID Cards – Replacement	\$1.50 per family + postage
Member Communications – Printing	Included
Member Communications – Mailing	\$1.25 + postage per member mailing
New Member Packets	Included
PA’s – Administrative	\$20.00 per PA
PA’s – Clinical Overrides	\$25.00 per PA
Medication Therapy MGT (MTM)	Included
Step Therapy	Included
On-line Access/Query	Included
On-line Access/Reports	Included
Toll-Free Number	Included
Ad Hoc Reports	\$150 per report
Standard Management Reports	Included
PDE Reporting	Included
Coordination of Benefits (COB)	Included
Vaccine – Participating Pharmacy	\$20.00 per vaccine
Appeals – Clinical Review	\$300.00 per review
Appeals – Administrative	\$150.00 per review
Electronic Prescribing	\$0.25 per eRX transaction

AmWINS Rx will pass through 100% of collected rebates.

AmWINS Rx is open to full disclosure of our rebate contracts with drug manufactures. We would be open to an audit and full disclosure on a quarterly basis for rebate dollars collected. Manufacturer rebates are calculated by agreement. Typically market-share percentages are developed and are based on obtainment of tier levels of market-share percentages with ascending rebate percent levels. Derived percentages are multiplied times the cost of the drug, resulting in a dollar rebate amount. Every possible opportunity to avoid bundling formulary medications for the purpose of driving rebates is made. However, if the economics of the bundled offering outweigh a non-bundled approach, sound business judgment would indicate that a bundled formulary makes more sense for our sponsors. The rebate calculations are audited for each manufacturer. AmWINS Rx will allow an audit of its rebate contracts and payments. Typically, rebate agreements range from 6 to 12 months.

Sponsor acknowledges and agrees as follows: (1) AMWINS RX is authorized to receive rebates from certain drug manufacturers as a result of the inclusion of such manufacturers’ products on the Plan’s formulary; (2) the prescription pricing charged by AMWINS RX as described in this Exhibit A may, in some cases, be different than the pricing charged by, and paid by AMWINS RX to, Member Pharmacies for such prescriptions; and (3) Sponsor shall be responsible for notifying Covered Persons of AMWINS RX receipt of the foregoing.

EXHIBIT B

AMWINS RX DUR SERVICES

A. DESCRIPTION OF SERVICES

1. **Concurrent DUR** - AMWINS RX shall provide the concurrent DUR system, which operates through the Claims System. The Claims System will edit claims for the following:
 - a. Drug-Drug Interactions
 - b. Therapeutic Duplications
 - c. Excessive Daily Doses
 - d. Excessive Utilization
 - e. Insufficient Daily Doses
 - f. Drug Age Conflicts
 - g. Drug-Disease Contraindications
 - h. Drug-Pregnancy Contraindications
 - i. Controlled Substance Abuse
 - j. Refill-Too-Late/Noncompliance

2. **Retrospective DUR** - Retrospective DUR is the process of collecting, tabulating and analyzing prescription data collected from the Claims System and subsequent clinical interventions. AMWINS RX retrospective DUR analysis includes, but is not limited to, the following:
 - a. Brand/Generic Substitution
 - b. Therapeutic Substitution
 - c. Drug to Drug Interactions
 - d. Formulary Compliance
 - e. Step Therapy

- f. Contraindications
- g. Late Refills
- h. Early Refills
- i. Duration of Therapy
- j. Dosage
- k. Acute/Maintenance Therapy
- l. Therapeutic Duplication
- m. Drug Efficacy
- n. Retail to Mail Opportunities

B. PHARMACIST DISCRETION

The information generated in connection with DUR services is intended as an informational guide to, and not a substitute for, the knowledge, expertise, skill and judgment of physicians, pharmacists, or other health care providers. AMWINS RX, on behalf of Sponsor, shall advise Member Pharmacies that the DUR system should not be relied upon as a substitute for their professional judgment. Sponsor acknowledges and agrees that the DUR system will provide information to Member Pharmacies, but the DUR system cannot control how Member Pharmacies dispense prescriptions or provide other goods and services that may or may not correlate with information they receive through the DUR system. Sponsor acknowledges that Member Pharmacies are individually responsible for acting or not acting upon information generated and transmitted through the DUR system, and for performing services in each jurisdiction consistent with the scope of their licenses.

C. PATIENT INFORMATION LIMITATIONS

The DUR system is highly automated with minimal, if any, individual review in most circumstances. Therefore, the DUR system is necessarily limited by the amount, accuracy and completeness of data concerning Covered Persons inputted into the Claims System or obtained from prescription claims and from information provided by Sponsor. Covered Person information which may not be available to or in the possession of AMWINS RX includes, but is not limited to, Covered Person diagnoses, utilization of drugs obtained outside of the Claims System, and weight and other physical characteristics of a Covered Person. AMWINS RX shall have no obligation to acquire information concerning any Covered Person, where the information is insufficient or unavailable to enable the DUR system to determine whether or not intervention or reporting is indicated.

D. AMWINS RX DATABASE LIMITATIONS

The DUR database is a collection of databases of clinical drug data and drug dispensing information developed and maintained partly by AMWINS RX and partly by independent drug database companies. Sponsor acknowledges and agrees that AMWINS RX has and may consult with outside software and other vendors, as well as consulting health care professionals and any recognized compendia, to provide databases and other information as AMWINS RX deems necessary or helpful to include in the DUR database. AMWINS RX shall endeavor to update the DUR database on a reasonable basis to reflect changes in standards for pharmaceutical prescribing; however, Sponsor acknowledges that no database will contain all currently available information on accepted medical practice or prescribing practices. In most cases, vendors and professionals limit, disclaim or fail to provide warranties, regarding the information or services provided to AMWINS RX. **BASED UPON THE FOREGOING, SPONSOR FURTHER ACKNOWLEDGES AND AGREES THAT AMWINS RX SHALL NOT BE RESPONSIBLE FOR ANY TORTS, COSTS, DAMAGES, EXPENSES, CLAIMS, SUITS OR PROCEEDINGS OF ANY TYPE ARISING IN CONNECTION WITH (i) MEDICAL, SCIENTIFIC OR BUSINESS JUDGMENTS MADE IN CREATING THE DUR DATABASE OR ANY OTHER DATABASES AND REPORTS UPON WHICH THE AMWINS RX DUR SERVICES ARE BASED, OR (ii) ANY FAILURE TO INCLUDE INFORMATION IN THE DUR DATABASE.**

AMWINS RX BASIC PER CLAIM SERVICES SCHEDULE:

Basic per claim services included in the Administrative Fees:

AMWINS RX "CLAIMS SYSTEM" - A fully automated, on-line, real-time claims processing system. Claims System provides greater ability to tailor prescription drug plans to maximize benefits and to utilize a range of proven cost management approaches.

NETWORK MANAGEMENT - AMWINS RX maintains a Help Desk with 800 number service for the Member Pharmacies to facilitate the point-of-service processing available through the Claims System.

COMPREHENSIVE REPORT PACKAGE - A standard package of reports includes relevant cost, utilization control data and savings information related to the specific services selected.

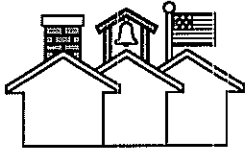
CONCURRENT AMWINS RX DUR - Claims System has the ability to transmit informational concurrent drug utilization review messages to Member Pharmacies as more fully described in Exhibit B, if DUR services are requested in writing by Sponsor.

RETROSPECTIVE DUR - AMWINS RX can perform retrospective DUR analysis on all approved prescription transactions as described in Exhibit B, if DUR services are requested in writing by Sponsor.

CUSTOMER SERVICE - AMWINS RX maintains a Help Desk with 800 number service for Covered Persons to answer inquiries concerning Member Pharmacy locations and prescription benefit questions.

AMWINS RX IDENTIFICATION CARDS - AMWINS RX will provide identification cards in accordance with Article III.C.

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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

October 8, 2012

To: Rocket Learning Partners, LLC (0264)
20295 NE 29th Place, Unit 201
Aventura, FL 33180

RE: School District of Indian River County Title I Supplemental Educational Services Contract

Please be advised that the purpose of this letter is to provide notification of the intent of the School District of Indian River County to terminate the 2012-2013 School District of Indian River County District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers with Rocket Learning Partners, LLC. This agreement was entered into and Board approved on August 28, 2012 for the provision of Supplemental Educational Services for the 2012-2013 school year.

As you are aware, the August 8, 2012 SES Provider Interest Letter from the School District of Indian River County stated that if the District provides student enrollment that is less than the minimum number as stated in your contract, then you may cancel the Intent and Provider Agreement, or negotiate with the District if you agree to serve those students.

On September 26, 2012, the School District of Indian River County District received e-mail correspondence from Ms. Cassandra Thaddies, a representative of Rocket Learning Partner, LLC. Ms. Cassandra Thaddies informed the District that since the District was unable to meet the minimum number of students per site that Rocket Learning Partners, LLC indicated on the contract, Rocket Learning Partners, LLC would not be providing SES services to the students of Indian River County during the 2012-2013 school year.

The recommendation of the termination of the contract will be placed on the School District of Indian River County Board Agenda on Tuesday, October 23, 2012 at 6:00 PM. The board meeting will be held at 1990 – 25th Street, Vero Beach, FL 32960.

Thank you for your interest in serving the students of Indian River County.

Sincerely,

Karen Malits
Coordinator of Title I, III, and X Programs

"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



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

October 8, 2012

To: Smart Kids (0309)
10711 SW 216 Street, Suite 206
Miami, FL 33170

RE: School District of Indian River County Title I Supplemental Educational Services Contract

Please be advised that the purpose of this letter is to provide notification of the intent of the School District of Indian River County to terminate the 2012-2013 School District of Indian River County District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers with Smart Kids. This agreement was entered into and Board approved on August 28, 2012 for the provision of Supplemental Educational Services for the 2012-2013 school year.

As you are aware, the August 8, 2012 SES Provider Interest Letter from the School District of Indian River County stated that if the District provides student enrollment that is less than the minimum number as stated in your contract, then you may cancel the Intent and Provider Agreement, or negotiate with the District if you agree to serve those students.

On September 13, 2012, the School District of Indian River County District received e-mail correspondence from Ms. Eunice Henry, Vice President of Smart Kids. Ms. Eunice Henry informed the District that since it was unlikely that District would meet the minimum number of students per site that Smart Kids indicated on the contract, Smart Kids would not be providing SES services to the students of Indian River County during the 2012-2013 school year.

The recommendation of the termination of the contract will be placed on the School District of Indian River County Board Agenda on Tuesday, October 23, 2012 at 6:00 PM. The board meeting will be held at 1990 – 25th Street, Vero Beach, FL 32960.

Thank you for your interest in serving the students of Indian River County.

Sincerely,

Karen Malits
Coordinator of Title I, III, and X Programs

"Educate and inspire every student to be successful"

Karen Disney-Brombach
District 1

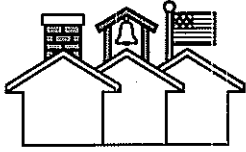
• Jeffrey Pegler
District 2

• Matthew McCain
District 3

• Carol Johnson
District 4

• Claudia Jiménez
District 5

"To serve all students with excellence"
Equal Opportunity Educator and Employer



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

October 8, 2012

To: Brain Hurricane, LLC (0933)
4106 Murfield Drive East
Bradenton, FL 34203

RE: School District of Indian River County Title I Supplemental Educational Services Contract

Please be advised that the purpose of this letter is to provide notification of the intent of the School District of Indian River County to terminate the 2012-2013 School District of Indian River County District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers with Brain Hurricane, LLC. This agreement was entered into and Board approved on August 28, 2012 for the provision of Supplemental Educational Services for the 2012-2013 school year.

The termination of the School District of Indian River County District Contractual Agreement is recommended due to the number of non-compliance issues with the contract. The recommendation will be placed on the School District of Indian River County Board Agenda on Tuesday, October 23, 2012 at 6:00 PM. The board meeting will be held at 1990 – 25th Street, Vero Beach, FL 32960.

The following reasons for the recommendation of termination are:

1. On September 3, 2012, required documentation was not submitted prior to the deadline as indicated in Exhibit A of the contract. To date, it has not been received.
2. On September 11, 2012, a Provider Fair was held at Glendale Elementary. As per contract this is a required event. A representative of your company was not in attendance and no communication was received prior to the event of any extenuating circumstances.
3. On September 13, 2012, a Provider Fair was held at Fellsmere Elementary. As per contract this is a required event. A representative of your company was not in attendance and no communication was received prior to the event of any extenuating circumstances.
4. On September 14, 2012, training on the Cayen Supplemental Services Tracker (SST) software program was held. As per contract, this is a required event. A representative of your company was not in attendance and no communication was received prior to the event of any extenuating circumstances.
5. On October 1, 2012, required documentation was not submitted prior to the deadline as indicated in Exhibit A of the contract. To date, it has not been received.

Thank you for your interest in serving the students of Indian River County.

Sincerely,

Karen Malits
Coordinator of Title I, III, and X Programs

"Educate and inspire every student to be successful"

Karen Disney-Brombach
District 1

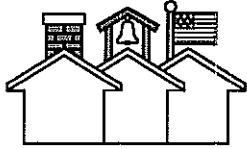
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School District of Indian River County

1990 25th Street • Vero Beach, Florida, 32960-3395 • Telephone: 772-564-3000 • Fax: 772-569-0424

Frances J. Adams, Ed.D. - Superintendent

October 8, 2012

To: Kinetic Potential Scholars (0655)
26853 Saxony Way, #208
Wesley Chapel, FL 33544

RE: School District of Indian River County Title I Supplemental Educational Services Contract

Please be advised that the purpose of this letter is to provide notification of the intent of the School District of Indian River County to terminate the 2012-2013 School District of Indian River County District Contractual Agreement for State-Approved Supplemental Educational Services (SES) Providers with Kinetic Potential Scholars. This agreement was entered into and Board approved on August 28, 2012 for the provision of Supplemental Educational Services for the 2012-2013 school year.

The termination of the School District of Indian River County District Contractual Agreement is recommended due to the number of non-compliance issues with the contract. The recommendation will be placed on the School District of Indian River County Board Agenda on Tuesday, October 23, 2012 at 6:00 PM. The board meeting will be held at 1990 – 25th Street, Vero Beach, FL 32960.

The following reasons for the recommendation of termination are:

1. On September 3, 2012, required documentation was not submitted prior to the deadline as indicated in Exhibit A of the contract. To date, it has not been received.
2. On September 11, 2012, a Provider Fair was held at Glendale Elementary. As per contract this is a required event. A representative of your company was not in attendance and no communication was received prior to the event of any extenuating circumstances.
3. On September 13, 2012, a Provider Fair was held at Fellsmere Elementary. As per contract this is a required event. A representative of your company was not in attendance and no communication was received prior to the event of any extenuating circumstances.

Thank you for your interest in serving the students of Indian River County.

Sincerely,

Karen Malits
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PARTICIPATION AGREEMENT
Between
UNIVERSITY OF CENTRAL FLORIDA
and
SCHOOL DISTRICT OF INDIAN RIVER COUNTY

This Participation Agreement ("Agreement") made and entered into by and between the University of Central Florida, by and on behalf of its Board of Trustees ("UCF") having a principal place of business at 12201 Research Parkway, Suite 501, Orlando, FL 32826, and School District of Indian River County ("District") having a principal place of business at 1990 25th Street, Vero Beach, FL 32960.

The terms of this Agreement are intended to provide the administrative framework for UCF and District (individually referred to as a "Party" and collectively as the "Parties") to cooperate in the performance of the project entitled "Mathematics & Science Partnership: Florida's Next Generation Science Partnerships" ("Project").

It is understood that the activities outlined in the Scope of Work will be conducted under UCF's prime award from the Florida Department of Education ("Sponsor"). Award number 481-2353A-3CM01.

ARTICLE 1. SCOPE OF WORK

District shall have teachers participate in workshops conducted under UCF's prime award under the Project. The Districts will participate in a program called Science Understanding, Math Mentoring Integrated with Technology (SUMMIT). The purpose of the District's participation is to be prepared for the Next Generation Sunshine State Standards (NGSSS). UCF will offer a five-day science workshop to elementary teachers. The workshop will present ways of teaching science using the inquiry method and will incorporate lesson study and lesson development (also known as Lesson Study Leader Training). The teachers will then conduct two and a half days of lesson study at their designated district (also known as Lesson Study Implementation) with a one-day follow up. There will also be a two day follow up workshop for all participating teachers.

ARTICLE 2. PERIOD OF PERFORMANCE

This Agreement shall begin **September 01, 2012** and shall not extend beyond **May 31, 2013** unless the period is extended by modification of this Agreement, signed by the authorized representatives of both Parties.

ARTICLE 3. FINANCIAL SUPPORT

This Agreement is in the amount not to exceed **\$45,084.00 (Forty Five Thousand Eight-Four dollars)**. Payments shall be made in accordance to Exhibit A. Consecutively numbered invoices similar to Exhibit B shall be submitted in sufficient detail to document deliverables for Item's 1-3 in accordance with Exhibit A and for audit, if applicable, to include:

- Name of District
- Date of invoice
- Invoice number
- Reference/PO No.
- Period of performance covered by invoice
- Description of deliverables
- Current invoice amount
- Cumulative invoice amount
- Statement/certification on each invoice as to the truth and accuracy of the invoice

Submit Invoices to:

Via email: Holly Terpos: Holly.Terpos@ucf.edu
 With a cc to: Ruben Nunez: Ruben.Nunez@ucf.edu
 James Smith: Jim.Smith@ucf.edu
 Ginny Pellam: Ginny.Pellam@ucf.edu

ARTICLE 4. SPECIAL CONDITIONS

This Agreement is subject to the Florida Department of Education's Project Application and Amendment Procedures for Federal and State Programs (GreenBook) and the General Assurances for Participation in Federal and State Programs and the Florida Statutes outlined in Exhibit D. The Project Application and Amendment Procedures for Federal and State Programs (GreenBook) can be found at <http://www.fldoe.org/comptroller/gbook.asp>.

ARTICLE 5. KEY PERSONNEL AND CONTACTS

The technical contacts listed below are responsible for the programmatic aspects of the program under this Agreement.

Technical

University of Central Florida

District

Larry Chew, Ph.D.
Mechanical, Material and Aerospace
Engineering
4000 Central Florida Blvd.
Orlando, FL 32816
Phone: 407-823-5358
Email: teducators@hotmail.com

Teresa Rockwood

Phone: 772-564-3131
Email:
teresa.rockwood@indianriverschools.org

Contractual

Ginny Pellam
Contract Coordinator
Office of Research & Commercialization
12201 Research Parkway, Ste. 501
Orlando, FL 32826-3246
Phone : 407-823-3186
Email : Ginny.Pellam@ucf.edu

Alice Blanco

Phone: 772-564-3093
Email: alice.blanco@indianriverschools.org

Financial

Holly Terpos
Accountant
Finance & Accounting
12424 Research Parkway, Ste. 300
Orlando, FL 32826-3249
Phone : 407-882-1002
Email : Holly.Terpos@ucf.edu

Phone:
Email:

ARTICLE 6. AUDIT

District shall maintain books, records, documents and other evidence, accounting procedures, and practices sufficient to reflect properly all costs claimed in the performance of this Agreement. The foregoing constitutes "records" for the purposes of this Agreement. Such records and documents shall be available upon reasonable notice for audit purposes.

ARTICLE 7. TERMINATION

If UCF's prime award should be terminated during the performance of this Agreement, or should the prime award funding for support of the activities to be conducted under this Agreement are deleted or reduced, UCF may by written notice to District terminate this Agreement upon reasonable notice consistent with the termination of the prime award.

UCF may terminate this Agreement at any time, for any reason other than stated, upon thirty (30) days written notice to District.

ARTICLE 8. INDEMNIFICATION

District assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of District's officers, employees, servants, and agents, or other persons acting or engaged to act by District in furtherance of the obligations of District under this Agreement.

ARTICLE 9. MODIFICATIONS

Modifications to this Agreement may be made only in writing signed by authorized representatives of both Parties

ARTICLE 10. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida, and to the extent applicable, by the laws of the United States. Any dispute between the parties concerning the terms of this Agreement shall be decided in a court of competent jurisdiction over the Parties and subject matter hereto in Orlando, Florida.

ARTICLE 11. ENTIRE AGREEMENT

This Agreement consists of the following parts:

- Articles 1-11
- Appendix A. Deliverable/Payment Schedule
- Appendix B. Sample Invoice
- Appendix C. Sample Sign-In Sheet
- Appendix D. Florida Statutes

and constitutes the entire agreement of the Parties with respect to the subject matter hereof. Any other agreement, written or oral, is hereby superseded.

IN WITNESS WHEREOF, the authorized contractual representatives of parties hereto have executed this Agreement on the dates set forth below:

**UNIVERSITY OF CENTRAL FLORIDA, by and
on behalf of its Board of Trustees**

DISTRICT

 Name: Terri Vallery
 Title: Assistant Director
 Office of Research & Commercialization

 Name:
 Title:

Date

Date

EXHIBIT A: DELIVERABLE/PAYMENT SCHEDULE

Indian River County

Item 1. **Reimbursement for the purchase of training materials:** Kits that are to be used during the training sessions and for further professional development (training) within lesson study with/without technology integration. Payment not to exceed \$7,500.00 for up to 25 kits.

- Deliverable(s): Purchase verification of training kits which shall consist of a detailed invoice provided by the vendor(s).
- Deliverable/Invoice due date: **November 30th, 2012**

Item 2. **Lesson Study Leader (LSL) Training:** District shall be paid for stipends paid to (a) each participant in the event that training will take place during non-normal work hours/days (i.e. weekends) and/or (b) substitute teacher support in the event the training will take place during normal work hours/days (i.e., Monday-Friday). Payment shall not exceed a total of five (5) days for the activities of up to 25 participants and/or substitute teachers. The rate of payment shall not exceed:

Participants: \$120.00 per day plus \$15.00 fringe for a total of \$135.00 per day

Substitute teachers: \$120.00 per day plus \$15.00 fringe for a total of \$135.00 per day

Total payment for the LSL training shall not exceed \$16,875.00.

- Deliverable(s):
 - a. Participant sign in sheet for all teacher participants (see template in **Exhibit B**).
 - b. Financial record or other official documentation from School District of Indian River County confirming substitute teacher payment showing the date(s) and amount paid to each substitute teacher.
- Deliverable and Invoice due date: **February 1st, 2013**
- *Note: This payment structure provides flexibility to the District for scheduling LSL training.*

Item 3. **Lesson Study Implementation:** District shall be paid for stipends paid to (a) each participant in the event that training will take place during non-normal work hours/days (i.e. weekends) and/or (b) substitute teacher support in the event the training will take place during normal work hours/days (i.e., Monday-Friday). Payment shall not exceed a total of two and a half (2.5) days for the activities of up to 25 participants and/or substitute teachers. The rate of payment shall not exceed:

Participants: \$120.00 per day plus \$15.00 fringe for a total of \$135.00 per day

Substitute teachers: \$120.00 per day plus \$15.00 fringe for a total of \$135.00 per day

Total payment for the Lesson Study Implementation will not exceed \$8,437.50.

- Deliverable(s): Participant sign-in sheet (see template in **Exhibit B**).
- Deliverable(s): Financial record or other official documentation from School District of Indian River County confirming substitute teacher payment showing the date(s) and amount paid to each substitute teacher.
- Deliverable and Invoice due date: **March 29th, 2013**

Item 4. **Lesson Study Follow Up:** District shall be paid for stipends paid to (a) each participant in the event that training will take place during non-normal work hours/days (i.e. weekends) and/or (b) substitute teacher support in the event the training will take place during normal work hours/days (i.e., Monday-Friday). Payment shall not exceed a total of one (1) day for the activities of up to 25 participants and/or substitute teachers. The rate of payment shall not exceed:

Participants: \$120.00 per day plus \$15.00 fringe for a total of \$135.00 per day

Substitute teachers: \$120.00 per day plus \$15.00 fringe for a total of \$135.00 per day

Total payment for the Lesson Study Implementation will not exceed \$3,375.00

- Deliverable(s): Participant sign-in sheet (see template in **Exhibit B**).
- Deliverable(s): Financial record or other official documentation from School District of Indian River County confirming substitute teacher payment showing the date(s) and amount paid to each substitute teacher.
- Deliverable and Invoice due date: **April 26th, 2013**

Item 5. **Follow Up Workshop:** District shall be paid for stipends paid to (a) each participant in the event that training will take place during non-normal work hours/days (i.e. weekends) and/or (b) substitute teacher support in the event the training will take place during normal work hours/days (i.e., Monday-Friday). Payment shall not exceed a total of two (2) days for the activities of up to 25 participants and/or substitute teachers. The rate of payment shall not exceed:

Participants: \$120.00 per day plus \$15.00 fringe for a total of \$135.00 per day

Substitute teachers: \$120.00 per day plus \$15.00 fringe for a total of \$135.00 per day

Total payment for the Lesson Study Implementation will not exceed \$6,750.00

- Deliverable(s): Participant sign-in sheet (see template in **Exhibit B**).
- Deliverable(s): Financial record or other official documentation from School District of Indian River County confirming substitute teacher payment showing the date(s) and amount paid to each substitute teacher.
- Deliverable and Invoice due date: **May 31st, 2013**

Deliverable and Invoice submission instructions:

- 1) Deliverables should be submitted no later than the due date as a single PDF file that does not exceed 5MB. The invoice should be the first page of the PDF file. Deliverables should not include blank pages unless otherwise noted as "page intentionally left blank" or similar verbiage.
- 2) Deliverables and Invoices shall be submitted to:
 - Via email: Holly Terpos: Holly.Terpos@ucf.edu
 - With a cc to: Ruben Nunez: Ruben.Nunez@ucf.edu
 - James Smith: Jim.Smith@ucf.edu
 - Ginny Pellam: Ginny.Pellam@ucf.edu

Subtotal for Item 1	\$7,500.00
Subtotal for Item 2	\$16,875.00
Subtotal for Item 3	\$8,437.50
Subtotal for Item 4	\$3,375.00
<u>Subtotal for Item 5</u>	<u>\$6,750.00</u>
Subtotal	\$42,937.50
<u>Indirect costs at 5.0%</u>	<u>\$2,147.50</u>
Grand Total:	\$45,084.00

EXHIBIT C: SAMPLE SIGN IN SHEET

SUMMIT Training Sign-In Sheet

County/District: _____

Point of Contact: _____

Training Location: _____

Email: _____

Start & End Date(s): _____

Submission Deadline: _____

	Printed Name	Signature	Please insert the attendance dates below and have the teachers initial every day they attend.			
			Date:	Date:	Date:	Date:
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
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23						
24						
25						
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27						
28						
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30						

EXHIBIT D: FLORIDA STATUTES

Bills for fees or other compensation or expenses shall be submitted in detail sufficient for pre-audit and/or post-audit. Should an audit be required pursuant to the terms of this Contract, all audit rights shall be limited to UCF's prime contract terms and conditions.

District must divide the Contract into units or deliverables (Articles) which shall include, but not be limited to, reports, findings and drafts, that must be received and accepted in writing by UCF's technical contact prior to payment. UCF's technical contact will notify District of unacceptable Articles within thirty (30) days of receipt by UCF.

The State of Florida's and UCF's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, unless UCF's Prime contractor is a non-State of Florida agency, and therefore UCF's obligation to pay is subject to the availability of funds. District will not be obligated to continue performance in the absence of such funds.

District agrees that District's invoices for transportation and per diem expense allowances shall be the same as those provided by law for public employees in s. 112.061, except that non-State of Florida personnel performing travel under a sponsored research subcontract may be reimbursed for travel expenses in accordance with the provisions of the applicable prime contract or grant and the travel allowances established by the District.

This contract may be canceled unilaterally by UCF for refusal by District to allow public access to all papers, documents, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the contractor in conjunction with the contract. However, per F.S.1004.22 (2) materials that relate to methods of manufacture or production, potential trade secrets, potentially patentable material, actual trade secrets, business transactions, or proprietary information received, generated, ascertained, or discovered during the course of research conducted within the state universities shall be confidential and exempt from the provisions of F.S.119.07(1).

Leased Equipment; The risk of loss or damage to leased equipment, goods, or property shall not transfer to UCF except as provided in Section 680.219, Florida Statutes. Any security interest in the leased equipment, goods, or property contracted to the District contrary to AGO 79-72 and AGO 80-9 is null and void. Limitation of remedies provision, which are unconscionable under Sections 287.042(1)(c) and 672.719, Florida Statutes, are void.

OCTOBER MONTHLY FACILITIES UPDATE
October 12, 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

The project is still on schedule and most of the punch list has been addressed. The contractor is still working through some building systems procedures to get everything fine-tuned for optimal efficiency. The final phase of sitework is being completed and is still anticipated to be finalized in December of 2012. Functionality of the school is being assessed by staff and Facilities and Maintenance are in contact with them to help meet any needs.

BEACHLAND ELEMENTARY TRAFFIC

Plans are being finalized and bid documents are being assembled for a hard bid process to take place in January or February of 2013, to allow for construction to begin in May and continue through August. The bid date will be determined once stormwater permits are acquired. The anticipated date of receipt of all permits is December of 2012.

FELLSMERE ADDITION

Preliminary layouts have been approved by the District to accommodate the additional 4 classrooms that had to be added, and engineering is now taking place for the adjusted floor plan and building envelope and systems. During research done by the architect, it was discovered that Indian River County currently has a surplus of seats in designated hurricane shelters county-wide, so the new construction at Fellsmere will not have to comply with requirements of a hurricane hardened shelter. This would have been a significant added cost to the project. Several aspects of the project have been eliminated or altered in the value engineering discussions to bring the construction costs down. The construction manager is beginning to put together his costs to give a clearer picture of our final project expenses. The portable kitchen and cafeteria are being planned so that demolition in the Cafetorium can begin immediately after school is dismissed for summer. Facilities has notified the school that no summer school should be planned on campus for 2013.

OSCEOLA MAGNET

Notice to Proceed was issued to Proctor Construction on October 1, 2012 for the expansion of the Cafetorium at the new Osceola Magnet School. Fencing and necessary safety measures have been installed to protect students and faculty from coming into contact with construction activities. Asbestos removal will begin October 19 and be complete by October 22. A 16-space temporary parking lot has been constructed at the north end of campus for teachers and a temporary sidewalk was poured to allow them access to the building. Parents have been notified of the construction and informed of available parking and accesses to the school, but traffic and parking are being monitored and any needs will be addressed as they arrive.

Demolition has begun at the old Osceola Magnet School campus. Florida Department of Education issued a revision letter concerning the buildings previously not approved for demolition, which stated that all buildings are now approved to be demolished except for the metal hardcourt cover. Items requiring special handling have been removed such as light bulbs, air conditioning fluids, etc., and asbestos is being remediated. Heavy demolition will now begin and buildings completely removed from site.

TREASURE COAST ELEMENTARY

A preliminary plan has been established to convert the existing concreteables into a permanent building with one electrical and HVAC system under one roof, and adding a classroom wing. The architect is moving forward with a design and Purchasing is advertising for a construction manager to join the team and help expedite the project. Staff has been notified that no summer school should be planned on campus.

MISCELLANEOUS PROJECTS

The design is moving forward with the locker room and shower renovations at Sebastian River Middle School, investigations are underway at Dodgertown Elementary and Gifford Middle School to alleviate drainage issues, the structural roof components at Gifford Middle School are being evaluated to determine a direction for replacement of them, survey has begun to construct a traffic loop at Oslo Middle School during the summer of 2013 to alleviate traffic congestion on 5th Street SW, and the numerous air conditioning enhancements and rehabilitations are being planned and designed district-wide.

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 JULY 31, 2012

FND FUNC	- 100 GENERAL FUND DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE JULY 2012	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3191	RESERVE OFFICERS TRAINING CORP	100,000.00	6,108.90	6,108.90	93,891.10	6
3202	MEDICAID	150,000.00	28,812.13	28,812.13	121,187.87	19
3310	FLA EDUCATION FINANCE PROGRAM	13,612,433.00	1,266,157.00	1,266,157.00	12,346,276.00	9
3315	WORKFORCE DEVELOPMENT	1,207,303.00	100,608.00	100,608.00	1,106,695.00	8
3317	PERFORMANCE BASED INCENTIVES	26,017.00	2,168.00	2,168.00	23,849.00	8
3343	STATE LICENSE TAX	145,000.00	7,757.25	7,757.25	137,242.75	5
3355	CLASS SIZE REDUCTION (CSR)	19,684,520.00	1,583,324.00	1,583,324.00	18,101,196.00	8
3361	SCHOOL RECOGNITION FUNDS	724,902.00	0.00	0.00	724,902.00	0
3371	VOLUNTARY PRE-K PROGRAM	491,348.00	0.00	0.00	491,348.00	0
3411	DISTRICT SCHOOL TAX	80,092,879.00	6,535.36	6,535.36	80,086,343.64	0
3414	CRITICAL OPERATING MILLAGE	3,243,677.00	291.59	291.59	3,243,385.41	0
3423	EXCESS FEES	60,000.00	0.00	0.00	60,000.00	0
3425	RENT	125,000.00	41,351.48	41,351.48	83,648.52	33
3431	INTEREST ON INVESTMENTS	369,602.00	4,895.80	4,895.80	364,706.20	1
3440	GIFTS, GRANTS AND REQUESTS	0.00	2,341.59	2,341.59	2,341.59-	0
3461	ADULT ED FEES (Block Tuition)	20,000.00	2,250.00	2,250.00	17,750.00	11
3462	POST SECONDARY VOC COURSE FEES	166,700.00	12,274.50	12,274.50	154,425.50	7
3464	CAPITAL IMPROVEMENT FEES	8,350.00	432.00	432.00	7,918.00	5
3465	POSTSECONDARY LAB FEES	64,400.00	3,638.00	3,638.00	60,762.00	6
3466	LIFELONG LEARNING FEES	25,000.00	114.00	114.00	24,886.00	0
3467	GED TESTING FEES	20,000.00	1,474.00	1,474.00	18,526.00	7
3469	OTHER STUDENT FEES	12,000.00	416.00	416.00	11,584.00	3
3473	SCHOOL AGE CHILD CARE FEES	157,000.00	6,100.97	6,100.97	150,899.03	4
3491	BUS FEES	20,000.00	0.00	0.00	20,000.00	0
3494	FEDERAL INDIRECT	365,000.00	4,435.78	4,435.78	360,564.22	1
3495	OTHER MISC LOCAL SOURCES	2,180,484.53	40,188.24	40,188.24	2,140,296.29	2
3630	TRANSFERS-CAPITAL PROJECTS FD	4,100,136.00	68,458.00	68,458.00	4,031,678.00	2
3730	SALE OF FIXED ASSETS	50,000.00	0.00	0.00	50,000.00	0
	*	127,221,751.53	3,190,132.59	3,190,132.59	124,031,618.94	3

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 JULY 31, 2012

FND FUNC	- 200 DESCRIPTION	DEBT SERVICE	ESTIMATED REVENUE	CURRENT REVENUE JULY	2012	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		1,523,138.00	0.00		0.00	1,523,138.00	0
3322	CO & DS WITHHELD-SBE/COBI BOND		600,312.50	0.00		0.00	600,312.50	0
3412	DIST INTEREST/SINKING TAXES		5,060,136.53	320.87		320.87	5,059,815.66	0
3431	INTEREST ON INVESTMENTS		6,000.00	136.37		136.37	5,863.63	2
3630	TRANSFERS-CAPITAL PROJECTS FD		11,441,511.19	34,064.76		34,064.76	11,407,446.43	0
	*		18,631,098.22	34,522.00		34,522.00	18,596,576.22	0

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 JULY 31, 2012

FND	- 300	CAPITAL FUND	ESTIMATED	CURRENT REVENUE	YTD	UNCOLLECTED	PERCENT
FUNC	DESCRIPTION		REVENUE	JULY	REVENUE	REVENUE	COLLECTED
				2012	COLLECTED		
3321	CO & DS DISTRIBUTED		68,705.00	0.00	0.00	68,705.00	0
3397	CHARTER SCHOOL CAPITAL OUTLAY		800,136.00	800,136.00	800,136.00	0.00	100
3399	OTHER MISCELLANEOUS STATE REVE		30,000.00	0.00	0.00	30,000.00	0
3413	DIST LOCAL CAPITAL IMPROVE TAX		19,462,064.00	2,749.87	2,749.87	19,459,314.13	0
3431	INTEREST ON INVESTMENTS		97,379.63	6,250.47	6,250.47	91,129.16	6
3496	Impact Fees		0.00	54,436.00	54,436.00	54,436.00-	0
	*		20,458,284.63	863,572.34	863,572.34	19,594,712.29	4

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 JULY 31, 2012

FND FUNC	- 400 DESCRIPTION	SPECIAL REVENUE	ESTIMATED REVENUE	CURRENT REVENUE		YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
				JULY	2012			
3201	VOCATIONAL EDUCATION ACTS		180,198.67	210.67		210.67	179,988.00	0
3214	ARRA Race to the Top		526,604.74	58,285.00		58,285.00	468,319.74	11
3226	Math & Science Partnerships II		737,278.07	8,177.16		8,177.16	729,100.91	1
3230	EDUCATION FOR THE HANDICAPPED		4,286,677.77	38,746.97		38,746.97	4,247,930.80	1
3240	ECIA, CHAPTER 1		7,115,357.96	47,370.66		47,370.66	7,067,987.30	1
3251	ADULT BASIC EDUCATION		217,406.99	10,801.99		10,801.99	206,605.00	5
3261	SCHOOL LUNCH REIMBURSEMENT		3,996,001.66	0.00		0.00	3,996,001.66	0
3262	SCHOOL BREAKFAST REIMBURSEMENT		1,217,621.70	0.00		0.00	1,217,621.70	0
3263	AFTER SCHOOL SNACKS-FED REIMB		170,781.12	0.00		0.00	170,781.12	0
3265	USDA DONATED COMMODITIES		242,234.30	0.00		0.00	242,234.30	0
3267	SUMMER FEEDING PROGRAM		0.00	55,252.25		55,252.25	55,252.25-	0
3268	FRESH FRUIT AND VEGETABLE PRG		112,600.00	0.00		0.00	112,600.00	0
3280	Federal Through Local		31,874.00	0.00		0.00	31,874.00	0
3290	OTHER FEDERAL THROUGH STATE		336,746.51	4,098.43		4,098.43	332,648.08	1
3293	EMERGENCY IMMIGRANT EDUC. PROG		241,919.66	384.96		384.96	241,534.70	0
3337	SCHOOL BREAKFAST SUPPLEMENT		52,734.00	0.00		0.00	52,734.00	0
3338	SCHOOL LUNCH SUPPLEMENT		63,749.00	0.00		0.00	63,749.00	0
3390	MISCELLANEOUS STATE REVENUE		2,136.00	0.00		0.00	2,136.00	0
3431	INTEREST ON INVESTMENTS		208.00	372.15		372.15	164.15-	179
3451	STUDENT LUNCHESES		1,079,408.79	0.00		0.00	1,079,408.79	0
3452	STUDENT BREAKFASTS		104,548.77	0.00		0.00	104,548.77	0
3453	ADULT BREAKFASTS/LUNCHESES		63,355.50	0.00		0.00	63,355.50	0
3454	STUDENT A LA CARTE		1,089,459.36	0.00		0.00	1,089,459.36	0
3455	Student Snacks (Revised Redbk)		27,360.00	0.00		0.00	27,360.00	0
3456	MEALS ON WHEELS-OTH FOOD SALES		301,900.00	25,379.17		25,379.17	276,520.83	8
3457	CATERING AND OTHER FOOD SALES		4,000.00	0.00		0.00	4,000.00	0
	*		22,202,162.57	249,079.41		249,079.41	21,953,083.16	1

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 JULY 31, 2012

FND FUNC	- 700 INTERNAL SERVICE FUN DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE JULY 2012	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT	180,000.00	0.00	0.00	180,000.00	0
3431	INTEREST ON INVESTMENTS	18,000.00	1,974.87	1,974.87	16,025.13	11
3481	CHARGES FOR SERVICES-PROP FUND	0.00	1,050.00	1,050.00	1,050.00-	0
3483	PREMIUM REVENUE-VISION INS	85,000.00	7,416.92	7,416.92	77,583.08	9
3484	PREMIUM REVENUE-HEALTH INS	14,812,562.00	1,287,178.78	1,287,178.78	13,525,383.22	9
3485	PREMIUM REVENUE-DENTAL	1,300,000.00	120,944.04	120,944.04	1,179,055.96	9
3486	PREMIUM REVENUE-LIFE INSURANCE	550,000.00	52,273.57	52,273.57	497,726.43	10
3487	PREMIUM REVENUE-DISABILITY INS	300,000.00	23,174.40	23,174.40	276,825.60	8
3488	CONTRIBUTIONS-FLEXIBLE SPENDIN	300,000.00	20,793.12	20,793.12	279,206.88	7
	*	17,545,562.00	1,514,805.70	1,514,805.70	16,030,756.30	9

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 JULY 31, 2012

FND	- 900	ENTERPRISE FUNDS	ESTIMATED	CURRENT REVENUE	YTD	UNCOLLECTED	PERCENT
FUNC	DESCRIPTION		REVENUE	JULY	REVENUE	REVENUE	COLLECTED
				2012	COLLECTED		
3431	INTEREST ON INVESTMENTS		0.00	120.60	120.60	120.60-	0
3473	SCHOOL AGE CHILD CARE FEES		773,800.00	54,782.28	54,782.28	719,017.72	7
	*		773,800.00	54,902.88	54,902.88	718,897.12	7

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 JULY 31, 2012

FND FUNC	- DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE JULY 2012	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
=====						
	REQUEST 005 TOTAL	206,832,658.95	5,907,014.92	5,907,014.92	200,925,644.03	3

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE 5000										
APPROPRIATION		82924764.12	52366407.02	11512656.68	13692733.70	.00	4858461.26	202910.96	291594.50	.00
EXPENDITURE		1344994.51	173723.75	20420.90	966630.45	390.25	168737.18	1432.06	13659.92	.00
ENCUMBRANCE		1214161.54	.00	.00	172822.52	.00	987414.44	53889.58	35.00	.00
BALANCE		80365608.07	52192683.27	11492235.78	12553280.73	390.25	3702309.64	147589.32	277899.58	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		3434048.84	2767342.15	592979.38	34883.26	5192.99	23751.06	750.00	9150.00	.00
EXPENDITURE		23807.99	19006.56	4082.37	190.90	6.23	521.93	.00	.00	.00
ENCUMBRANCE		8206.48	.00	.00	4524.36	.00	3682.12	.00	.00	.00
BALANCE		3402034.37	2748335.59	588897.01	30168.00	5186.76	19547.01	750.00	9150.00	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		1839075.98	1339094.24	355329.27	4801.02	.00	15907.39	122093.06	1851.00	.00
EXPENDITURE		461.78	.00	.00	.00	.00	461.78	.00	.00	.00
ENCUMBRANCE		3403.62	.00	.00	1201.02	.00	297.79	1904.81	.00	.00
BALANCE		1835210.58	1339094.24	355329.27	3600.00	.00	15147.82	120188.25	1851.00	.00
INST & CURR DEV 6300										
APPROPRIATION		2818531.63	2277865.59	473436.75	29560.68	.00	3368.61	.00	34300.00	.00
EXPENDITURE		88592.97	72613.12	15604.47	11.51	.00	363.87	.00	.00	.00
ENCUMBRANCE		2082.32	.00	.00	2082.32	.00	.00	.00	.00	.00
BALANCE		2727856.34	2205252.47	457832.28	27466.85	.00	3004.74	.00	34300.00	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1008573.22	750223.84	154371.75	65951.98	.00	11348.65	920.00	25757.00	.00
EXPENDITURE		11194.77	1831.97	531.39	1158.75	.00	72.66	.00	7600.00	.00
ENCUMBRANCE		4213.32	.00	.00	4213.32	.00	.00	.00	.00	.00
BALANCE		993165.13	748391.87	153840.36	60579.91	.00	11275.99	920.00	18157.00	.00
INSTR RELATED TECH 6500										
APPROPRIATION		891375.98	491350.00	122760.28	231036.70	.00	5929.00	40300.00	.00	.00
EXPENDITURE		90305.77	40809.48	10101.08	38932.94	462.27	.00	.00	.00	.00
ENCUMBRANCE		192044.16	.00	.00	189994.16	.00	.00	2050.00	.00	.00
BALANCE		609026.05	450540.52	112659.20	2109.60	462.27	5929.00	38250.00	.00	.00
BOARD OF EDUCATION 7100										
APPROPRIATION		883773.17	192027.00	260511.11	375623.06	.00	860.02	139.98	54612.00	.00
EXPENDITURE		64819.31	16089.12	25528.19	7811.00	.00	.00	.00	15391.00	.00
ENCUMBRANCE		291600.00	.00	.00	291600.00	.00	.00	.00	.00	.00
BALANCE		527353.86	175937.88	234982.92	76212.06	.00	860.02	139.98	39221.00	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
GEN ADMINISTRATION	7200									
APPROPRIATION		382249.53	271413.00	68499.69	13538.95	.00	9651.75	1129.99	18016.15	.00
EXPENDITURE		41028.78	22473.58	5283.14	778.16	.00	1350.90	.00	11143.00	.00
ENCUMBRANCE		9504.55	.00	.00	7726.01	.00	720.54	.00	1058.00	.00
BALANCE		331716.20	248939.42	63216.55	5034.78	.00	7580.31	1129.99	5815.15	.00
SCH ADMINISTRATION	7300									
APPROPRIATION		7399731.30	5831650.53	1373975.00	69599.14	1000.00	76500.54	33431.09	13575.00	.00
EXPENDITURE		319965.19	256953.03	59710.37	1823.18	42.10	1436.51	.00	.00	.00
ENCUMBRANCE		27108.16	.00	.00	12969.13	.00	4141.72	9997.31	.00	.00
BALANCE		7052657.95	5574697.50	1314264.63	54806.83	957.90	70922.31	23433.78	13575.00	.00
FAC ACQ & CONST	7400									
APPROPRIATION		779186.07	414272.00	93961.06	14186.28	3500.00	1899.11	251267.62	100.00	.00
EXPENDITURE		38853.24	21388.00	5007.92	.00	216.32	.00	12241.00	.00	.00
ENCUMBRANCE		115977.14	.00	.00	4293.98	.00	722.75	110960.41	.00	.00
BALANCE		624355.69	392884.00	88953.14	9892.30	3283.68	1176.36	128066.21	100.00	.00
FISCAL SERVICES	7500									
APPROPRIATION		2029532.33	1377159.25	173163.33	170074.69	.00	5565.06	.00	303570.00	.00
EXPENDITURE		92911.91	71975.47	14646.03	6117.84	.00	116.08	.00	56.49	.00
ENCUMBRANCE		51524.10	.00	.00	51524.10	.00	.00	.00	.00	.00
BALANCE		1885096.32	1305183.78	158517.30	112432.75	.00	5448.98	.00	303513.51	.00
FOOD SERVICE	7600									
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
CENTRAL SERVICES	7700									
APPROPRIATION		1961111.17	1264717.86	267230.17	321000.98	9830.00	72883.92	1141.24	24307.00	.00
EXPENDITURE		165283.67	91171.60	21731.54	31703.57	804.84	16772.12	.00	3100.00	.00
ENCUMBRANCE		178222.16	.00	.00	148707.85	150.00	10694.31	.00	18670.00	.00
BALANCE		1617605.34	1173546.26	245498.63	140589.56	8875.16	45417.49	1141.24	2537.00	.00
TRANSPORTATION SER	7800									
APPROPRIATION		5545567.74	2909834.01	874601.99	342301.17	1284802.00	128299.87	485.00	5243.70	.00
EXPENDITURE		139042.58	86504.91	18966.25	2659.20	25378.75	5533.47	.00	.00	.00
ENCUMBRANCE		82798.37	.00	.00	43579.05	.00	38695.62	.00	523.70	.00
BALANCE		5323726.79	2823329.10	855635.74	296062.92	1259423.25	84070.78	485.00	4720.00	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
OPERATION SERVICES 7900										
APPROPRIATION		12843583.02	3447067.73	1031184.82	2883105.12	5044505.03	396410.27	8277.64	33032.41	.00
EXPENDITURE		1005144.29	275584.80	82308.57	292271.49	327458.01	25225.54	.00	2295.88	.00
ENCUMBRANCE		264143.64	.00	.00	125638.73	594.03	135393.23	2517.65	.00	.00
BALANCE		11574295.09	3171482.93	948876.25	2465194.90	4716452.99	235791.50	5759.99	30736.53	.00
MAINTENANCE SERVICE 8100										
APPROPRIATION		2735402.32	1736669.92	450262.73	296661.27	78615.50	162131.49	11061.41	.00	.00
EXPENDITURE		200550.01	149326.48	38098.60	175.38	6635.98	6313.57	.00	.00	.00
ENCUMBRANCE		191836.48	.00	.00	75340.33	1000.00	111127.73	4368.42	.00	.00
BALANCE		2343015.83	1587343.44	412164.13	221145.56	70979.52	44690.19	6692.99	.00	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		2167401.62	1130782.45	254391.92	619364.45	5100.00	20500.00	137262.80	.00	.00
EXPENDITURE		378708.14	90021.76	19918.92	170004.10	.00	590.56	98172.80	.00	.00
ENCUMBRANCE		393208.37	.00	.00	379909.57	.00	253.35	13045.45	.00	.00
BALANCE		1395485.11	1040760.69	234473.00	69450.78	5100.00	19656.09	26044.55	.00	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		200.00	.00	.00	200.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		200.00	.00	.00	200.00	.00	.00	.00	.00	.00
*SUB TOTAL										
APPROPRIATION		129644108.04	78567876.59	18059315.93	19164622.45	6432545.52	5793468.00	811170.79	815108.76	.00
EXPENDITURE		4005664.91	1389473.63	341939.74	1520268.47	361394.75	227496.17	111845.86	53246.29	.00
ENCUMBRANCE		3030034.41	.00	.00	1516126.45	1744.03	1293143.60	198733.63	20286.70	.00
BALANCE		122608408.72	77178402.96	17717376.19	16128227.53	6069406.74	4272828.23	500591.30	741575.77	.00
DEBT SERVICES 9200										
APPROPRIATION		250000.00	.00	.00	.00	.00	.00	.00	250000.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		250000.00	.00	.00	.00	.00	.00	.00	250000.00	.00
*SUB TOTAL										
APPROPRIATION		250000.00	.00	.00	.00	.00	.00	.00	250000.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		250000.00	.00	.00	.00	.00	.00	.00	250000.00	.00

PROGRAM: FB410
 RUN DATE: 10/11/12
 FUND: 1 GENERAL OPERATING FUND - 100

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 JULY 31, 2012

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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
GRAND TOTAL FOR FUND										
APPROPRIATION	129894108.04	78567876.59	18059315.93	19164622.45	6432545.52	5793468.00	811170.79	1065108.76	.00	
EXPENDITURE	4005664.91	1389473.63	341939.74	1520268.47	361394.75	227496.17	111845.86	53246.29	.00	
ENCUMBRANCE	3030034.41	.00	.00	1516126.45	1744.03	1293143.60	198733.63	20286.70	.00	
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BALANCE	122858408.72	77178402.96	17717376.19	16128227.53	6069406.74	4272828.23	500591.30	991575.77	.00	

PROGRAM: FB410
 RUN DATE: 10/11/12
 FUND: 2 DEBT SERVICE - 200

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 JULY 31, 2012

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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
DEBT SERVICES 9200										
APPROPRIATION		17217267.24	.00	.00	.00	.00	.00	.00	17217267.24	.00
EXPENDITURE		34071.20	.00	.00	.00	.00	.00	.00	34071.20	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		17183196.04	.00	.00	.00	.00	.00	.00	17183196.04	.00
*SUB TOTAL										
APPROPRIATION		17217267.24	.00	.00	.00	.00	.00	.00	17217267.24	.00
EXPENDITURE		34071.20	.00	.00	.00	.00	.00	.00	34071.20	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		17183196.04	.00	.00	.00	.00	.00	.00	17183196.04	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		17217267.24	.00	.00	.00	.00	.00	.00	17217267.24	.00
EXPENDITURE		34071.20	.00	.00	.00	.00	.00	.00	34071.20	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		17183196.04	.00	.00	.00	.00	.00	.00	17183196.04	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FAC ACQ & CONST	7400									
APPROPRIATION		39558448.26	.00	.00	.00	.00	.00	39558448.26	.00	.00
EXPENDITURE		1067404.34	.00	.00	.00	.00	.00	1067404.34	.00	.00
ENCUMBRANCE		14868461.03	.00	.00	.00	.00	.00	14868461.03	.00	.00
BALANCE		23622582.89	.00	.00	.00	.00	.00	23622582.89	.00	.00
*SUB TOTAL										
APPROPRIATION		39558448.26	.00	.00	.00	.00	.00	39558448.26	.00	.00
EXPENDITURE		1067404.34	.00	.00	.00	.00	.00	1067404.34	.00	.00
ENCUMBRANCE		14868461.03	.00	.00	.00	.00	.00	14868461.03	.00	.00
BALANCE		23622582.89	.00	.00	.00	.00	.00	23622582.89	.00	.00
DEBT SERVICES	9200									
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
9700 - 9790										
APPROPRIATION		15541647.00	.00	.00	.00	.00	.00	.00	.00	5541647.00
EXPENDITURE		102522.76	.00	.00	.00	.00	.00	.00	.00	102522.76
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		15439124.24	.00	.00	.00	.00	.00	.00	.00	5439124.24
*SUB TOTAL										
APPROPRIATION		15541647.00	.00	.00	.00	.00	.00	.00	.00	5541647.00
EXPENDITURE		102522.76	.00	.00	.00	.00	.00	.00	.00	102522.76
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		15439124.24	.00	.00	.00	.00	.00	.00	.00	5439124.24
GRAND TOTAL FOR FUND										
APPROPRIATION		55100095.26	.00	.00	.00	.00	.00	39558448.26	.00	5541647.00
EXPENDITURE		1169927.10	.00	.00	.00	.00	.00	1067404.34	.00	102522.76
ENCUMBRANCE		14868461.03	.00	.00	.00	.00	.00	14868461.03	.00	.00
BALANCE		39061707.13	.00	.00	.00	.00	.00	23622582.89	.00	5439124.24

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE 5000										
APPROPRIATION		7260025.22	4562855.86	1105914.06	506584.14	.00	640513.10	337637.99	106520.07	.00
EXPENDITURE		73506.84	3753.54	481.57	5622.61	.00	55094.28	9439.99	885.15-	.00
ENCUMBRANCE		5343.42	.00	.00	.00	.00	5343.42	.00	.00	.00
BALANCE		7181174.96	4559102.32	1105432.49	500961.53	.00	580075.40	328198.00	107405.22	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		1207116.26	910854.48	154984.54	114187.81	.00	27089.43	.00	.00	.00
EXPENDITURE		894.01	50.00	6.42	.00	.00	837.59	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		1206222.25	910804.48	154978.12	114187.81	.00	26251.84	.00	.00	.00
INST & CURR DEV 6300										
APPROPRIATION		1660805.71	1286743.26	309940.15	32256.70	.00	10000.00	18865.60	3000.00	.00
EXPENDITURE		15173.93	9072.59	1984.98	710.66	.00	.00	3405.70	.00	.00
ENCUMBRANCE		8424.61	.00	.00	8424.61	.00	.00	.00	.00	.00
BALANCE		1637207.17	1277670.67	307955.17	23121.43	.00	10000.00	15459.90	3000.00	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1230152.14	406710.02	68013.63	483469.71	.00	90734.60	3361.00	177863.18	.00
EXPENDITURE		70175.40	7799.58	1269.23	60888.61	.00	17.98	.00	200.00	.00
ENCUMBRANCE		3105.21	.00	.00	3105.21	.00	.00	.00	.00	.00
BALANCE		1156871.53	398910.44	66744.40	419475.89	.00	90716.62	3361.00	177663.18	.00
INSTR RELATED TECH 6500										
APPROPRIATION		4647.34	.00	.00	.00	.00	.00	4647.34	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		4647.34	.00	.00	.00	.00	.00	4647.34	.00	.00
GEN ADMINISTRATION 7200										
APPROPRIATION		1311631.11	.00	.00	.00	.00	.00	.00	1311631.11	.00
EXPENDITURE		4435.78	.00	.00	.00	.00	.00	.00	4435.78	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		1307195.33	.00	.00	.00	.00	.00	.00	1307195.33	.00
SCH ADMINISTRATION 7300										
APPROPRIATION		13650.00	9784.00	3866.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		13650.00	9784.00	3866.00	.00	.00	.00	.00	.00	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FOOD SERVICE 7600										
APPROPRIATION		8744966.12	2849662.71	1029741.48	187225.31	329459.95	3859856.28	212920.39	276100.00	.00
EXPENDITURE		79577.45	39791.20	6942.91	3842.47	17640.65	10511.13	.00	849.09	.00
ENCUMBRANCE		47558.27	.00	.00	34271.84	722.24	7629.59	4934.60	.00	.00
BALANCE		8617830.40	2809871.51	1022798.57	149111.00	311097.06	3841715.56	207985.79	275250.91	.00
CENTRAL SERVICES 7700										
APPROPRIATION		59991.86	.00	.00	59991.86	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		18300.00	.00	.00	18300.00	.00	.00	.00	.00	.00
BALANCE		41691.86	.00	.00	41691.86	.00	.00	.00	.00	.00
TRANSPORTATION SER 7800										
APPROPRIATION		595690.63	4983.79	811.26	.00	.00	.00	.00	589895.58	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		595690.63	4983.79	811.26	.00	.00	.00	.00	589895.58	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		15000.00	.00	.00	15000.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		15000.00	.00	.00	15000.00	.00	.00	.00	.00	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		90354.10	36007.85	14861.58	39397.91	.00	6.76	.00	80.00	.00
EXPENDITURE		3889.88	3056.42	833.46	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		86464.22	32951.43	14028.12	39397.91	.00	6.76	.00	80.00	.00
*SUB TOTAL										
APPROPRIATION		22194030.49	10067601.97	2688132.70	1438113.44	329459.95	4628200.17	577432.32	2465089.94	.00
EXPENDITURE		247653.29	63523.33	11518.57	71064.35	17640.65	66460.98	12845.69	4599.72	.00
ENCUMBRANCE		82731.51	.00	.00	64101.66	722.24	12973.01	4934.60	.00	.00
BALANCE		21863645.69	10004078.64	2676614.13	1302947.43	311097.06	4548766.18	559652.03	2460490.22	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		22194030.49	10067601.97	2688132.70	1438113.44	329459.95	4628200.17	577432.32	2465089.94	.00
EXPENDITURE		247653.29	63523.33	11518.57	71064.35	17640.65	66460.98	12845.69	4599.72	.00
ENCUMBRANCE		82731.51	.00	.00	64101.66	722.24	12973.01	4934.60	.00	.00
BALANCE		21863645.69	10004078.64	2676614.13	1302947.43	311097.06	4548766.18	559652.03	2460490.22	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FISCAL SERVICES 7500										
APPROPRIATION		73475.00	60298.00	13177.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		6141.78	5024.84	1116.94	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		67333.22	55273.16	12060.06	.00	.00	.00	.00	.00	.00
CENTRAL SERVICES 7700										
APPROPRIATION		17537528.02	31086.00	2743063.00	1460807.75	.00	2571.27	.00	13300000.00	.00
EXPENDITURE		11030.29	.00	.00	.00	.00	.00	.00	11030.29	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		17526497.73	31086.00	2743063.00	1460807.75	.00	2571.27	.00	13288969.71	.00
*SUB TOTAL										
APPROPRIATION		17611003.02	91384.00	2756240.00	1460807.75	.00	2571.27	.00	13300000.00	.00
EXPENDITURE		17172.07	5024.84	1116.94	.00	.00	.00	.00	11030.29	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		17593830.95	86359.16	2755123.06	1460807.75	.00	2571.27	.00	13288969.71	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		17611003.02	91384.00	2756240.00	1460807.75	.00	2571.27	.00	13300000.00	.00
EXPENDITURE		17172.07	5024.84	1116.94	.00	.00	.00	.00	11030.29	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		17593830.95	86359.16	2755123.06	1460807.75	.00	2571.27	.00	13288969.71	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
ADMIN TECH SERVICES 8200										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		726923.84	516551.18	84692.66	61180.00	.00	47900.00	16565.00	35.00	.00
EXPENDITURE		45490.92	26558.64	4207.34	11548.44	.00	2724.94	451.56	.00	.00
ENCUMBRANCE		16495.06	.00	.00	11901.90	.00	4395.52	162.64	35.00	.00
BALANCE		664937.86	489992.54	80485.32	37729.66	.00	40779.54	15950.80	.00	.00
*SUB TOTAL										
APPROPRIATION		726923.84	516551.18	84692.66	61180.00	.00	47900.00	16565.00	35.00	.00
EXPENDITURE		45490.92	26558.64	4207.34	11548.44	.00	2724.94	451.56	.00	.00
ENCUMBRANCE		16495.06	.00	.00	11901.90	.00	4395.52	162.64	35.00	.00
BALANCE		664937.86	489992.54	80485.32	37729.66	.00	40779.54	15950.80	.00	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		726923.84	516551.18	84692.66	61180.00	.00	47900.00	16565.00	35.00	.00
EXPENDITURE		45490.92	26558.64	4207.34	11548.44	.00	2724.94	451.56	.00	.00
ENCUMBRANCE		16495.06	.00	.00	11901.90	.00	4395.52	162.64	35.00	.00
BALANCE		664937.86	489992.54	80485.32	37729.66	.00	40779.54	15950.80	.00	.00

* * * END OF IRBD410 REPORT * * *

FND	- 300	CAPITAL PROJECTS	PRD-00 BEGINNING	PRD-01 JULY	2012		
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	
B		TRANSFERS	15,541,647.00	0.00	0.00	102,522.76	15,439,124.24
B 001		Safety to Health	988,802.89	0.00	449,225.77	123,579.88	415,997.24
B 002		ADA COMPLIANCE	42,977.29	0.00	3,509.99	0.00	39,467.30
B 003		ENVIRONMENTAL COMPLIANCE	99,419.54	2,174.16	25,612.29	511.15	71,121.94
B 004		AIR CONDITIONING	928,319.34	1,634.00	553,175.80	69,752.97	303,756.57
B 005		ROOFING	380,642.77	175.00	10,188.25	0.00	370,279.52
B 008		ELECTRICAL	112,611.17	206.45	68,339.53	4,316.75	39,748.44
B 009		SITE IMPROVEMENTS	206,215.70	1,857.00	72,927.07	5,721.00	125,710.63
B 010		BUILDING RENOVATIONS	200,673.09	0.00	295.05	85.22	200,292.82
B 011		NEEDS ASSESSMENT GUARANTEED	0.00	0.00	0.00	0.00	0.00
B 012		TECHNOLOGY	1,426,932.31	0.00	87,463.25	29,125.86	1,310,343.20
B 013		MOTOR VEHICLES	902,895.26	0.00	302,895.26	0.00	600,000.00
B 015		PORTABLE RENOVATION	5,516.28	0.00	0.00	0.00	5,516.28
B 016		Plumbing & Water Projects	58,537.84	0.00	3,881.48	1,412.52	53,243.84
B 017		NEEDS ASSESSMENT COMPETITIVE	0.00	0.00	0.00	0.00	0.00
B 018		PAVING	5,844.15	0.00	0.00	0.00	5,844.15
B 020		Condition Assessments of Schls	2,201.79	0.00	2,201.79	0.00	0.00
B 021		TECHNOLOGY TRANS.VIDEO/COMMUN.	115,698.73	0.00	42,764.00	0.00	72,934.73
B 023		Painting Services	50,000.00	0.00	9,858.28	0.00	40,141.72
B 024		MISC EQUIPMENT	308,262.51	859.00	2,996.64	6,270.00	298,136.87
B 029		SEBASTIAN RIVER HIGH Addition	1,889,107.12	1,831.44	1,548,112.06	70,553.52	268,610.10
B 033		WINDOWS & DOORS	261,905.44	0.00	23,499.60	0.00	238,405.84
B 034		CUSTODIAL/GROUNDS EQUIPMENT	50,679.79	0.00	679.79	0.00	50,000.00
B 036		CONSULTING / LEGAL FEES	113,436.39	0.00	8,450.00	4,680.00	100,306.39
B 037		Glendale Hardcourt	100,000.00	0.00	0.00	0.00	100,000.00
B 039		UFS Replacement Districtwide	0.00	0.00	0.00	0.00	0.00
B 044		GYM/BAND/PE	137,555.95	0.00	29,552.00	22,562.80	85,441.15
B 048		Portable Leasing & FF & E	2,401,119.77	2,250.00	815,208.39	118,715.32	1,464,946.06
B 050		DODGERTOWN CAFETERIA RENOVATIO	8,508.89	0.00	0.00	0.00	8,508.89
B 052		Land Purchases	200,000.00	0.00	0.00	0.00	200,000.00
B 053		Renovate FLC at VBHS	0.00	0.00	0.00	0.00	0.00
B 054		VBHS Remodeling & Renovations	250,000.00	0.00	0.00	0.00	250,000.00
B 060		SRMS Locker Room Renovation	1,928,710.00	134,210.00	0.00	0.00	1,794,500.00
B 067		Storm Grove Middle School	0.00	0.00	0.00	0.00	0.00
B 068		Beachland -- Expansion	760,944.61	0.00	6,012.56	0.00	754,932.05
B 069		Upgrade TV Production Studio	367,519.25	0.00	367,519.25	0.00	0.00
B 100		Other District Projects	1,368,278.00	0.00	0.00	0.00	1,368,278.00
B 401		District Office Lease	45,000.00	0.00	37,500.00	7,500.00	0.00
B 403		Support Services Complex	435,435.31	0.00	198,990.31	2,445.00	234,000.00
B 404		Fellsmere Cafe Expan & Class A	8,841,892.37	0.00	5,245,216.07	24,613.60	3,572,062.70
B 405		Traffic Improvement Projects	0.00	0.00	0.00	0.00	0.00
B 406		Additonal Classrooms	6,500,000.00	0.00	0.00	0.00	6,500,000.00
B 407		Vero Beach El Replacement	4,937,566.61	8,577.00	4,243,749.06	205,479.81	479,760.74
B 408		Energy Management Projects	23,940.00	0.00	23,940.00	0.00	0.00
B 409		Charter Capital Outlay 1011.71	328,001.26	0.00	0.00	328,001.26	0.00
B 411		Renovate Thompson for Osceola	2,773,296.84	25,802.43	684,697.49	42,077.68	2,020,719.24
B 412		Rehabilitate Oslo Middle Schl	0.00	0.00	0.00	0.00	0.00
B 413		Vero Beach HS/FLC/PAC HVAC	0.00	0.00	0.00	0.00	0.00
B 414		Performing Arts Allocation	0.00	0.00	0.00	0.00	0.00
B 415		Gifford Middle School Chillers	0.00	0.00	0.00	0.00	0.00
B 416		Gifford Middle School Roofing	0.00	0.00	0.00	0.00	0.00

BUDGET STATUS SUMMARY
 BUDGET AND EXPENDITURE REPORT-CAPITAL PROJECTS

FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING			PRD-01 JULY	2012
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
B 417	SRHS Lights EMS	0.00	0.00	0.00	0.00	0.00
B 418	Citrus Mechanical Rehab.	0.00	0.00	0.00	0.00	0.00
B 419	SMS TES	0.00	0.00	0.00	0.00	0.00
B 420	Highlands Mechanical Rehab.	0.00	0.00	0.00	0.00	0.00
B 421	Floor replacement to tile DW	0.00	0.00	0.00	0.00	0.00
B 423	VBHS Firedoors	0.00	0.00	0.00	0.00	0.00
B 424	SRMS Internal Remodel	0.00	0.00	0.00	0.00	0.00
B 425	VBHS Citrus Bowl Field Rehab	0.00	0.00	0.00	0.00	0.00
B 426	VBHS FLC Soccer/Lacorsse Flds	0.00	0.00	0.00	0.00	0.00
B 427	TCE Firewall	0.00	0.00	0.00	0.00	0.00
B 428	Data Air for IT Room	0.00	0.00	0.00	0.00	0.00
	*	55,100,095.26	179,576.48	14,868,461.03	1,169,927.10	38,882,130.65

FND - 420 SPECIAL REVENUE - OTHER - 420		PRD-00 BEGINNING			PRD-01	JULY	2012	
TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	%	REM	
B 101	Title I Part C Migrant 2012/13	53778.00	0.00	0.00	0.00	53778.00	100.00	
B 102	Title I Part C Migrant 2011/12	82321.71	0.00	0.00	0.00	82321.71	100.00	
B 105	Title I Part A Basic 2012-2013	5358718.49	14498.09	0.00	20386.18	5323834.22	99.35	
B 106	Title I Part A Basic 2011-2012	1492576.05	0.00	8432.56	22723.03	1461420.46	97.91	
B 111	Title II FY13 Teacher Training	731285.00	14750.00	0.00	6707.14	709827.86	97.07	
B 112	Title II FY12 Teacher Training	5993.07	0.00	0.00	1470.02	4523.05	75.47	
B 118	Title I Part A NCLB Choice/SES	72837.02	0.00	0.00	4261.45	68575.57	94.15	
B 120	Title I AYP Correct Action 12	32325.57	0.00	0.00	0.00	32325.57	100.00	
B 134	Title I School Imp Init FY12	22801.12	0.00	0.00	0.00	22801.12	100.00	
B 151	Title III Part A Eng Lang 2013	207524.53	0.00	0.00	0.00	207524.53	100.00	
B 152	Title III Part A Eng Lang 2012	34395.13	0.00	17.47	384.96	33992.70	98.83	
B 180	21st Century Com Lgnr Cntr 12	111746.51	0.00	0.00	4098.43	107648.08	96.33	
B 200	IDEA Part B Pre K 2011-2012	1372.96	0.00	0.00	1313.16	59.80	4.36	
B 201	IDEA Part B Pre K 2012-2013	102805.00	0.00	0.00	0.00	102805.00	100.00	
B 206	IDEA Part B 2011-2012	272381.81	0.00	5318.00	37433.81	229630.00	84.30	
B 207	IDEA Part B 2012-2013	3910118.00	0.00	0.00	0.00	3910118.00	100.00	
B 301	Adult Education FY 12/13	206605.00	0.00	0.00	0.00	206605.00	100.00	
B 302	Adult Education FY 11/12	9439.99	0.00	0.00	9439.99	0.00	.00	
B 306	Adult Ed Career Pathway FY12	1362.00	0.00	0.00	1362.00	0.00	.00	
B 309	Carl Perkins Secondary FY 13	179988.00	3534.42	0.00	0.00	176453.58	98.04	
B 310	Carl Perkins Sec Voc Ed FY12	210.67	0.00	0.00	210.67	0.00	.00	
*		12890585.63	32782.51	13768.03	109790.84	12734244.25	98.79	

BUDGET STATUS SUMMARY
SPECIAL REVENUE GRANTS

FND - 421 Special Revenue -Other-Fed Dir		PRD-00 BEGINNING			PRD-01	JULY	2012
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B 315	Carl Perkins Post Sec FY12/13	31874.00	0.00	0.00	0.00	31874.00	100.00
	*	31874.00	0.00	0.00	0.00	31874.00	100.00

BUDGET STATUS SUMMARY
SPECIAL REVENUE GRANTS

FND - 434 Special Rev Race To The Top		PRD-00 BEGINNING			PRD-01	JULY	2012
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B 434	Race To The Top 2010 - 2014	492243.52	0.00	18300.00	57390.00	416553.52	84.62
B 436	RTTT Local Inst. Impr. Systems	18080.91	0.00	0.00	0.00	18080.91	100.00
B 437	Common Core State Standards	16280.31	687.00	3105.21	895.00	11593.10	71.21
	*	526604.74	687.00	21405.21	58285.00	446227.53	84.74

BUDGET STATUS SUMMARY
SPECIAL REVENUE GRANTS

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
REQUEST 093 TOTAL	13449064.37	33469.51	35173.24	168075.84	13212345.78	98.24

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