

Indian River County District School Board
Business Meeting Agenda
February 26, 2013 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 Johnson**
(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: Naval Junior ROTC under the Command of (Master Gunnery Sergeant) MGSgt. James R. O'Neal, USSMC (Ret)

- IV. **ADOPTION OF AGENDA**

- V. **PRESENTATIONS**
 - A. Recognition of Excellence Award to Terri Amy – Dr. Adams**
Terri Amy, Sebastian River High School Girls Basketball Coach is being recognized for being named the National Federation of State High School Association's (NFHS) 2012 Coach of the Year for the State of Florida in Girls Basketball.

- VI. **CITIZEN INPUT**

- VII. **CONSENT AGENDA**
 - A. Approval of Minutes – Dr. Adams**
 1. Special Meeting regarding Termination Hearing held 2/5/2013
 2. Special CWA Impasse #2 Hearing held 2/5/2013
 3. Curriculum Updates Workshop held 2/12/2013
 4. Round Table Discussion held 2/12/2013
 5. Business Meeting held 2/12/2013Superintendent 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 New Petty Cash for FY 2012/2013 – Mr. Morrison

Attached is the list of newly assigned individuals who will be authorized to obtain petty cash for the General Fund FY 2012/2013. Superintendent recommends approval.

D. Approval of Donations – Mr. Morrison

1. Beachland Elementary School received a donation in the amount of \$1,600 from the Mardy Fish Foundation. The funds will be used towards the Beachland Elementary Music and Art Clubs and the Track Team.
2. Glendale Elementary School received a donation in the amount of \$2,400 from the Expeditionary Learning, Annemarie Mahler. The funds will be used for travel and expenses for attending the Expeditionary Learning National Conference in Baltimore, Maryland.
3. The School District of Indian River County received the following donations to be used for the Teacher of the Year Program: \$2,500 from Proctor Construction Company, \$1,000 from George E. Warren Corporation, and \$1,000 from Space Coast Credit Union.
4. Sebastian River High School received the following donations: \$2,000 from the Education Foundation of Indian River County to be used for the Sebastian River High School's automotive department, \$1,500 from the Sebastian Clambake Foundation to be used for the Sebastian High School girls lacrosse team, \$1,000 from All American Publishing to be used for the Sebastian River High School 2012-2013 athletic program book, \$1,000 was received from the Indian River Firefighters to be used for a new scoreboard for the baseball field.

Superintendent recommends approval.

VIII. ACTION AGENDA

A. Approval of Service Agreement with the State of Florida, Department of Health, Indian River County Health Department – Mrs. D'Albora

The School Board of Indian River County retains the services of State of Florida, Department of Health, Indian River County Health Department to furnish services in accordance with the terms and conditions of this agreement. The Health Department supports our District by assisting in the development of a Health Care Plan, Emergency Plans, assisting in mandated health screening, staff training, and providing counseling services for students. It is recommended that the Board approve this agreement. No additional cost to the District. Superintendent recommends approval.

B. Approval of 2013 Summer School Schedule – Mrs. D’Albora

The 2013 Summer School Schedule is presented for Board approval. The attachment ~~are~~ lists ~~separated onto two separate pages;~~ the programs offered with the school-site information and an itemized list of funding sources for each program. The costs are estimates based on anticipated student participation. Superintendent recommends approval.

C. Approval of Release of Final Payment to Pinnacle Construction of the Treasure Coast, LLC, for Rosewood Magnet School HVAC Renovations (2009-22 Project 15) – Mr. Morrison

Approval is recommended for the release of final payment in the amount of \$20,779.70 to Pinnacle Construction of the Treasure Coast, LLC, for the completion of the Rosewood Magnet HVAC Renovations Project (#2009-22 Project 15). On April 24, 2012, the Board approved the Owner/Contractor Construction Agreement for this project, with a Contract Price in the amount of \$199,625.44 (\$178,237.00 Contractor’s Bid Price/\$21,388.44 Owner Added Contingency); with the final construction cost for this project totaling \$190,265.00. The unused portion of the Owner Added Contingency, in the amount of \$9,360.44, is a savings to the District. Final payment of this project is being brought to the Board for approval in accordance with Florida Statute §1013.50. The final payment to the contractor consists of the project retainage that is held until project completion. Superintendent recommends approval.

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

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

E. Approval of the Construction Management at Risk Contract with Proctor Construction Company for the Treasure Coast Elementary Classroom Addition and Modification of Concreteable Buildings Project (2013-08) – Mr. Morrison

Approval is recommended for the Construction Management at Risk (CMAR) Contract between the School District of Indian River County and Proctor Construction Company for the Treasure Coast Elementary Classroom Addition and Modification of Concreteable Buildings Project #2013-08. This project will consist of the construction of an additional classroom building and modifications to the existing concreteable classroom buildings. A Negotiation Meeting was held between the Contractor and the District's Negotiation Team on February 11, 2013, to negotiate the Contractor's Construction Phase Fee and Overhead and Profit to ensure the best value for the School District. The Guaranteed Maximum Price (GMP) for the project will be established and submitted to the Board for approval at a later date. Superintendent recommends approval.

F. Public Hearing for Approval of Revisions to Board Policy 6.141 Eligibility for Participation in Interscholastic Extracurricular Student Activities Sanctioned or Regulated by the Florida High School Athletic Association and to Repeal Board Policy 6.14 Student Participation in Interscholastic Extracurricular Student Activities – Dr. Adams

On January 8, 2013, the District School Board discussed the revisions and the repeal, and requested to move forward with the adoption process. On January 22, 2013, the Board moved approval to set the Public Hearing date for February 26, 2013. The purpose of the revisions and the repeal is to include all extracurricular activities and to provide flexibility to school administrators. The policy change process was followed in accordance with Florida Administrative Procedures Act, Statute Statutes, and School Board Policy #1.06. Superintendent recommends approval.

IX. SUPERINTENDENT'S REPORT

X. DISCUSSION
No discussion items

XI. SCHOOL BOARD MEMBER MATTERS – Chairman Johnson

XII. INFORMATION AGENDA

A. Monthly Facilities Report – Mr. Morrison
Report is attached

XIII. SUPERINTENDENT'S CLOSING

XIV. ADJOURNMENT – Chairman Johnson

Anyone who needs a special accommodation for this meeting/workshop may contact the School District's American Disabilities Act Coordinator, at 564-3060 (TTY 564-8507) at least 48 hours in advance of meeting. NOTE: Changes and amendments to the agenda can occur 72 hours prior to the meeting. All business meetings will be held in the Teacher Education Center (TEC) located in the J.A. Thompson Administration Center 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, February 5, 2013, at 12:30 p.m. The special meeting was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Carol Johnson, Vice Chairman Claudia Jiménez, and Board Members: Jeff Pegler, Matthew McCain, and Karen Disney-Brombach. Dr. Frances J. Adams, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present.

Special Meeting

I. OPENED SPECIAL MEETING – Chairman Johnson

II. PURPOSE OF THE MEETING – Chairman Johnson

Mrs. D'Agresta stated that the purpose of the special meeting was to take action on two issues requested by the parties in regard to the Employee Termination Hearing of Alan Seiden that was scheduled for February 7, 2013, at 9 a.m. Chairman Johnson noted for the record that neither Mr. Seiden nor his representative were present. She asked Dr. Adams to introduce those seated at her table. Dr. Adams introduced Ms. Denise Roberts, Executive Director of Human Resources; and Mr. Jason Odom, Attorney representing the Superintendent of Schools.

III. ACTION AGENDA

A. Joint Motion to Continue Hearing Involving the Recommendation for Termination of Alan Seiden – Ms. D'Agresta

The Parties filed a Joint Motion to Continue the Employee Termination Hearing of Alan Seiden that was currently scheduled for February 7, 2013. The basis for the requested continuance was the recent, unanticipated discovery of a significant number of emails that were relevant to the pending hearing and not previously disclosed. The Joint Motion was provided in the back-up materials for this Agenda. The School Board was required to review the Joint Motion and to make a determination whether to grant or to deny the Joint Motion to Continue. In the event the School Board granted the Joint Motion, the School Board would need to set the date for the Employee Termination Hearing. The Parties suggested April 11, 2013, April 18, 2013, or April 25, 2013.

Chairman Johnson called for a motion regarding the request by both parties to continue the Employee Termination Hearing of Alan Seiden that was scheduled to be held on February 7, 2013.

Mr. McCain moved approval of the Joint Motion to continue the termination hearing involving the recommendation for termination of Alan Seiden. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

Chairman Johnson called for a motion to set the new Termination Hearing date regarding the recommendation for termination of Alan Seiden. Mr. Pegler moved approval to schedule the Hearing for April 25, 2013. Mr. McCain seconded the motion and it carried unanimously, with a 5-0 vote.

B. Motion to Disqualify Agency Personnel (School Board) as the Hearing Officer in the Employee Termination Hearing of Alan Seiden – Ms. D’Agresta

Mr. Seiden filed a Motion to Disqualify Agency Personnel, alleging the School Board was prohibited from serving as the Hearing Officer in the pending Employee Termination Hearing on the basis of personal interest. The Superintendent filed a Response in Opposition to the Motion to Disqualify. Both of these pleadings were provided in the back-up materials for this Agenda. The School Board was required to review the Motion and the Response; and to make a determination whether to grant or deny the Motion to Disqualify.

Chairman Johnson stated that Mrs. D’Agresta had some guidance to give to the Board prior to Board action. Mrs. D’Agresta advised the Board as to the type of hearing that was coming before the Board. She also advised them to look within to determine, individually, if they had any bias, prejudice, or personal interest in the case. Mrs. D’Agresta further advised the Board as to their governing responsibilities and statutory obligations. She spoke of the types of questions that the Board would address, their position sitting as a judge, presentation of evidence based on the evidence, and making decisions based on facts.

Chairman Johnson asked the Board if an individual Board Member had any bias, prejudice, or personal interested that would keep him/her from acting on any motion that was taken. Hearing none, Chairman Johnson called for a motion.

Mr. Pegler moved approval to deny respondent’s motion to disqualify Agency Personnel. Mr. McCain seconded the motion. Board Members spoke to the motion. Mrs. D’Agresta responded. The Board voted unanimously in favor of the motion, with a 5-0 vote.

IV. CLOSING COMMENTS – Chairman Johnson

Chairman Johnson asked Mrs. D’Agresta to go over the next steps. Mrs. D’Agresta stated that she would write the Order and distribute to the attorneys. She said that the Hearing would be held on April 25, 2013, at 9 a.m.

V. ADJOURNMENT – Chairman Johnson

With no further business, the meeting adjourned at approximately 12:50 p.m.

The Indian River County District School Board met on Tuesday, February 5, 2013, at 1:00 p.m. The special meeting was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Carol Johnson, Vice Chairman Claudia Jiménez, and Board Members: Jeff Pegler, Matthew McCain, and Karen Disney-Brombach. Dr. Frances J. Adams, Superintendent of Schools, and School Board Attorney Suzanne D'Agresta were also present.

Special School Board Meeting

Public Hearing to Legislate Impasse #2 with Communication Workers of America

- I. Called Special Meeting to Order – Chairman Johnson
- II. Purpose of the Public Hearing – Chairman Johnson
Chairman Johnson stated that the purpose of the meeting was to Legislate Impasse #2 with Communication Workers of America. She introduced the School Board Attorney, Mrs. Suzanne D'Agresta, who represented the District School Board, and asked both parties for introductions. Dr. Adams introduced Ms. Roberts, Executive Director of Human Resources; Mr. Carter Morrison, Assistant Superintendent for Finance and Operations; and Mr. Wayne Helsby, Chief Negotiator for Indian River County School District. Mr. Gary McCallister, CWA International Representative representing Communication Workers of America, introduced Mr. Harrell Davis, Communication Workers of America Local 3180 President.

Chairman Johnson read the following introduction into the record:

Introduction

This was a public hearing conducted by the District School Board of Indian River County, Florida ("School Board") pursuant to §447.403, Florida Statutes, to resolve an impasse in negotiations between the Superintendent of the School District of Indian River County, Florida ("Superintendent") and the Communication Workers of America, Local 3180 ("CWA") involving unresolved issues for the 2011-2012 fiscal year of the 2009-2012 Collective Bargaining Agreement.

The Superintendent declared impasse and invoked the statutory impasse procedures set forth in Chapter 447, Florida Statutes. The parties proceeded to a hearing with a Special Magistrate; and the Special Magistrate issued a Report and Recommendation dated December 31, 2012. The Superintendent rejected all but one of the Recommendations in the Report and Recommendation of the Special Magistrate by Notice dated January 10, 2013, necessitating this public hearing.

Pursuant to §447.403(4), Florida Statutes, and communication to the parties dated January 18, 2013, both parties have submitted to the School Board their recommendations for settling the impasse issues. This hearing was now required pursuant to §447.403(4)(c), Florida Statutes, in order that each party was afforded the opportunity to explain their positions to the School Board with respect to the impasse issues.

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

Each party would be afforded one (1) hour to present their positions on the disputed impasse issues. In order to allow each party to fully make their presentations, School Board Members would hold any questions until the end of each party's presentation. The Superintendent would be called upon first and CWA would be called upon next. Upon the conclusion of the presentations by both parties, the School Board would have an opportunity to ask any final questions, deliberate, and then vote on resolution of the impasse issues.

Chairman Johnson stated that there would be a ten-minute recess between the presentations.

III. Presentation by Superintendent

Dr. Adams presented her opening statement and turned it over to Mr. Helsby. Three attachments were distributed as follows: a hard copy of the PowerPoint titled "Legislative Impasse Hearing", Article 5 Handout, and Superintendent's Recommendations. Mr. Helsby and Mr. Morrison presented the PowerPoint information. Dr. Adams stated her recommendations.

Chairman Johnson, hearing no objection, said that the Hearing would move forward without a break.

IV. Presentation by Communication Workers of America (CWA)

Mr. McCallister presented arguments on behalf of the Communication Workers of America Local 3180. Mr. Davis spoke on several issues on the table. Mr. McCallister stated the recommendations on behalf of the Union.

V. District School Board Deliberation – Chairman Johnson

Chairman Johnson called for questions from the Board. Board Members asked questions directed to both parties and received responses from both parties.

Chairman Johnson, hearing no further questions, recessed the Hearing at 2:54 p.m. and reconvened the Hearing at 3:10 p.m.

VI. District School Board Motion and Vote on the Resolution of the Issues at Impasse – Chairman Johnson

A. Article 5A: Work Hours/Breaks/Overtime Payment/and Compensatory Time

Chairman Johnson called for a motion in regard to Article 5A. Mr. McCain moved approval of the Superintendent's recommendation. Mrs. Disney-Brombach seconded the motion. Board Members spoke to the motion. The Board voted unanimously in favor of the motion with a 5-0 vote.

Superintendent's recommendation was as follows:

The Superintendent recommended the following change to the contract language:

- Add the word "actually" in the first sentence.

Article 5A: Time **actually** worked when in excess of a forty-hour week shall be paid at the rate of one and one half (1 and ½) hours pay for each hour worked in excess of 40 hours.

B. Article 5B: Work Hours/Breaks/Overtime Payment/and Compensatory Time

Chairman Johnson called for a motion in regard to Article 5B. Ms. Jiménez moved approval of the Superintendent's recommendation. Mr. Pegler seconded the motion and it carried unanimously in favor of the motion with a 5-0 vote.

Superintendent's recommendation was as follows:

The Superintendent recommended the following change to the contract language:

- Strike the current language in Article 5B and replace with a new Article 5B.

New Article 5B would read:

Article 5B: Overtime will be calculated on the actual time worked. Time and a half will be paid for actual worked hours in excess of 40 hours for the designated work week. Straight time will be paid for all hours actually worked up to 40 hours within the designated workweek. Holidays, compensatory time, and all approved unpaid or paid leaves will not be included in the calculation of actual worked hours. The supervisor will assume responsibility for determining which employees will be assigned.

C. Article 20(B)(2): Compensation and Fringe Benefits – Salary Steps

Chairman Johnson called for a motion in regard to Article 20(B)(2). Mr. Pegler moved approval of the Superintendent's recommendation. Mr. McCain seconded the motion. Board Members spoke to the motion. The Board voted unanimously in favor of the motion with a 5-0 vote.

Superintendent's recommendation was as follows:

The Superintendent recommended the following change to the contract language:

- To strike the language in Article 20(B)(2): Salary Steps

~~Article 20(B)(2): Salary steps are increased on a yearly basis with the effective date of change July 1 each year. One day more than half of the work year will entitle the employee to an increase when recommended.~~

D. Article 21 Special Supplements, Section 9 Inservice Incentive

Chairman Johnson called for a motion in regard to Article 21 Special Supplements, Section 9 Inservice Incentive. Mr. McCain moved approval of the Superintendent's recommendation. Mr. Pegler seconded the motion for discussion. Board Members spoke to the motion. The motion failed with a 4-1 vote by the Board against the motion. Ms. Jiménez, Mr. Pegler, Mrs. Disney-Brombach, and Chairman Johnson voted against the motion. Mr. McCain voted in favor of the motion.

Ms. Jiménez moved approval to accept the Superintendent's recommendation, with the understanding that Indian River County School District and Florida State mandated inservice, outside of their regular work hours, would be compensated. Mrs. Disney-Brombach seconded the motion. Board Members spoke to the motion. The Board voted unanimously in favor of the motion, with a 5-0 vote.

Superintendent's recommendation was as follows:

The Superintendent recommended the following change to the contract language:

- Strike all language in Article 21 Special Supplements, Section 9 – Inservice Incentive.

E. Article 21: Special Supplements, Section 10 Performance Bonus

Chairman Johnson called for a motion in regard to Article 21: Special Supplements, Section 10 Performance Bonus. Mrs. Disney-Brombach moved approval to keep the CWA language, with the exception of (page 14 of 19 of the Agenda, paragraph 3) "The performance bonus for all CWA eligible individuals who meet the criteria above will be five (5) percent of their base salary negotiated yearly. Ms. Jiménez seconded the motion. Board

Members spoke to the motion. Mrs. Disney-Brombach withdrew her motion. Ms. Jiménez withdrew her second to the motion.

Mr. Pegler moved approval to accept the CWAs proposed language with the following modification (Page 14 of 19, Paragraph 2 of the Agenda). "This bonus will be paid annually prior to Christmas break subject to available funds." And the remainder of the Paragraph would stay; however, we would strike from the last sentence (Page 14 of 19, Paragraph 3) "The performance bonus for all CWA eligible individuals who meet the criteria above will be five (5) percent of their base salary negotiated. Ms. Jiménez seconded the motion for discussion. Board Members discussed the motion. Mr. Pegler withdrew his motion and Ms. Jiménez withdrew her second to the motion.

Mr. Pegler moved approval to accept the CWA language with the following modifications: We will keep the entire first section; then, starting with the second Paragraph, it will be amended as follows: This bonus will be paid annually prior to Christmas break. The assessment tool for the performance bonus shall be negotiated. The bonus will be negotiated and paid annually as long as the District determines that its unreserved fund balance and its projected revenues are and will remain adequate to pay the bonus. An employee, who has earned exemplary evaluation status during a school year in which they retire, will receive their performance bonus on or before June 30 of their retirement year. Ms. Jiménez seconded the motion for discussion. Board Members spoke to the motion. Mr. Pegler withdrew his motion and Ms. Jiménez withdrew her second to the motion.

Mrs. Disney-Brombach moved to accept the Superintendent's recommendation to strike Section 10 Performance Bonus of Article 21, Special Supplements in its entirety. Mr. McCain seconded the motion. Board Members spoke to the motion. The Board voted unanimously in favor of the motion with a 5-0 vote.

Superintendent's recommendation was as follows:

The Superintendent recommended the following change to the contract language:

- Strike Section 10 Performance Bonus of Article 21: Special Supplements in its entirety

VII. Adjourn the Hearing – Chairman Johnson

Chairman Johnson thanked everyone, especially Mrs. D'Agresta. Mr. McCain stated that the language that was in here had to come out and thanked everyone for their understanding.

With no further business, the meeting adjourned at approximately 4:08 p.m.

The Indian River County District School Board met on Tuesday, February 12, 2013, 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 Carol Johnson, Vice Chairman Claudia Jiménez, and Board Members: Jeff Pegler, Matthew McCain, and Karen Disney-Brombach. Dr. Frances J. Adams, Superintendent of Schools, and School Board Attorney Suzanne D'Agresta were also present.

Curriculum Updates Workshop

- I. Called Workshop to Order – Chairman Johnson
- II. Purpose of the Workshop – Dr. Adams
Dr. Adams said that staff had a lot of information to share. She said that it was important for the community know what to expect with the Common Core. Dr. Adams turned it over to Mrs. D'Albora, Assistant Superintendent of Curriculum and Instruction.
- III. Presentation – Mrs. D'Albora
Mrs. D'Albora was delighted to have an opportunity to share some of the things happening in schools in the area of critical focus in curriculum. She introduced Mrs. Jody Bennett, Executive Director of Core Curriculum; Mrs. Deborah Long, Director of Secondary Education and Professional Development; Mrs. Cheryl Conley, Coordinator of Professional Development; Ms. Pat Shaw, Reading Specialist; Teresa Rockwood, Science Specialist; and Laura Lane, Math Specialist.

Mrs. Bennett said that today the Board would be presented with an overview of the Common Core State Standards independently adopted by the State of Florida, along with 45 other States, in 2010. Meetings were held with the community to present the Common Core State Standards. A video was shown to show why it was in the best interest of students to be on the same testing grounds, at the same grade levels as all students across the Nation. The Common Core State Standards provided consistent, strong, benchmarks with clear goals.

Ms. Shaw talked about the six shifts in English Language Arts Standards that included balancing informational and literacy text; knowledge in the disciplines; staircase of complexity; text-based answers; writing from sources; and academic vocabulary.

She stated that reading, writing, language, listening, and speaking skills were all included in the comprehensive English Language Arts standards. She spoke of the text complexity that took into account three different factors: quantitative measures, qualitative measures, and reader and task consideration. Texts were

ranked in grade-level bands of complexity. Ms. Shaw said that teacher training was critical for student success in Common Core State Standards. Time for teacher training and time for teachers to plan collaboratively was crucial. Ms. Shaw mentioned a link to PARCC that would replace the FCAT (Partnership for Assessment of Readiness for College and Career).

Mrs. Lane reviewed the key instructional shifts in mathematics that included focus that would deepen students' knowledge about fewer topics; coherence that was linked across the grade levels; and rigor and fluency. Mrs. Lane said that there was going to be a transition from Next Generation Sunshine State Standards to Common Core. Again, it was stated that time for training was essential for student success. Mrs. Lane talked about upcoming training opportunities for all levels. She gave the Board an example of how technology would play a much larger role.

Mrs. Rockwood presented science in the Common Core. She stated how science, English, language arts, and math were integrated into the science curriculum. Mrs. Rockwood explained that reading strategies were brand new for science teachers and would be new language for them to learn. She explained how students would be allowed to feel uncomfortable with the learning process and how students would go back and forth with the teacher on independent research opportunities. Dr. Adams noted that students and teachers were learning a new delivery model.

Mrs. Bennett reviewed the summer curriculum opportunities. Families were encouraged to invest in some type of summer learning opportunity to prevent the summer slide that naturally occurs. Mrs. Long reviewed the middle and high school credit recovery opportunities, and how the high school A+LS (Anytime Learning System) Virtual Classes would be applied.

Mrs. Conley gave an overview of the Marzano Art and Science of Teaching, Teacher Evaluation Model, Learning Map. She stated that planning and preparedness was the key to success. Mrs. Conley described the series of training rounds that the administrators were participating in and the teachers who volunteered their classrooms as the teaching tool. She also talked about the three-day teacher training and how those teachers would apply what they learned into their classrooms and into sharing with other teachers. Dr. Adams spoke to the quality of teachers and administrators that we have, with fidelity. She said that the new teaching methods were very overwhelming at every level. Mrs. Conley stated that teacher feedback was that the training tied it all up (Common Core, Marzano, grading practices). Dr. Adams noted that teachers coming from other states were familiar with Common Core.

IV. Questions – Chairman Johnson
Board Members were given an opportunity to ask questions and offer suggestions.

V. ADJOURNMENT – Chairman Johnson

With no further business, the meeting adjourned at approximately 11:10 a.m.

The Indian River County District School Board met on Tuesday, February 12, 2013, at 1:00 p.m. The discussion was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Carol Johnson, Vice Chairman Claudia Jiménez, and Board Members: Jeff Pegler and Karen Disney-Brombach. Dr. Frances J. Adams, Superintendent of Schools, and School Board Attorney Suzanne D'Agresta were also present. Board Member Matthew McCain was not present.

Round Table Discussion

- I. Opened by Chairman Johnson
- II. Items Placed on Agenda by Board Members – Chairman Johnson
 - A. Ms. Jiménez**
 - 1. Ms. Jimenez suggested that the Transition Plan being developed for Graduating Special Needs Students be done in writing. Dr. Adams said that she would keep the Board updated on their progress.
 - 2. Ms. Jiménez noted that the Division of Juvenile Justice would like about 30 minutes to present information at the February 21 discussion session on Student Arrest Reports.
 - B. Mr. Pegler**

No items
 - C. Mrs. Disney-Brombach**
 - 1. Master Board Training and Visioning
Mrs. Disney-Brombach said that she would contact the Florida School Boards Association to obtain new dates for the Master Board Training that would work better for the Board.
 - D. Mr. McCain**

Not present.
 - E. Chairman Johnson**
 - 1. Chairman Johnson distributed the timeline for the Superintendent's 2012-2013 annual review. She asked Board Members to bring suggestions for revising the evaluation instrument for 2013-2014 to the discussion session (date TBA) in May.
 - 2. Process for School Board Reports
Board Members discussed the list of reports, the type of information that would be produced, and mutual access to reports through the meeting site. Mrs. D'Agresta gave insight as to the types of lawsuits that would warrant holding executive sessions and those that were public.
- III. Board Committee Reports – Chairman Johnson

Mrs. Disney-Brombach reported on her trip to Tallahassee on January 23-24, her meeting with the new Commissioner of Education and his Deputy Chief of Staff regarding issues affecting education. She reported on his responses. Dr. Adams stated a number of new requirements due in 2014 and asked Mrs.

- Disney-Brombach to report to the Commissioner of Education that school districts needed two years to get all of the pieces in place. She said that they were not arguing the components, just the timeline. Mrs. Disney-Brombach also reported on her trip to Washington, D.C., with Ms. Jiménez where they met with the Chair of the Appropriations Committee and others on education issues.
- Mr. Pegler talked about the LIIS (Local Instructional Improvement System) and the presentation on VAM (Value Adjustment Model) and the FAST (Formative Action System for Teacher Effectiveness) voice presentation.
- Ms. Jiménez reported on the SHAC Committee Meeting (School Health Advisory Committee).
- Chairman Johnson reported on the ongoing conflict that she had with the monthly meeting date for the TCCLG (Treasure Coast Council of Local Governments). Mrs. Disney-Brombach agreed to attend in her place.

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

A. Community Involvement Report

Dr. Adams handed out information on Community Involvement. She asked Board Members to let her know if this was what they had in mind.

B. Travel

Dr. Adams reported on her upcoming travel dates and asked the Board if they would be in favor of cancelling the March Round Table discussion session.

C. Update on School Safety

Mr. Green and Mr. Remole gave an update on school safety.

D. Beachland Elementary Option 4

Mr. Morrison and Mr. Sanders presented information that would also be presented at the business meeting.

V. ADJOURNMENT – Chairman Johnson

With no further discussion, the session adjourned at approximately 3:03 p.m.

The Indian River County District School Board met on Tuesday, February 12, 2013, 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 Carol Johnson, Vice Chairman Claudia Jiménez, and Board Members: Jeff Pegler, Matthew McCain, and Karen Disney-Brombach. Dr. Frances J. Adams, Superintendent of Schools, and School Board Attorney Suzanne D'Agresta were also present.

Business Meeting

- I. Called Meeting to Order – Chairman Johnson
- II. Invocation was given by Deacon Charles Weir, St. Helen's Catholic Church
- III. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS
BY: Vero Beach High School Air Force Junior ROTC under the Direction of Wade Dues, Chief Master Sergeant (Ret)
- IV. ADOPTION OF AGENDA
Chairman Johnson called for a motion to adopt the Orders of the Day. Mrs. Disney-Brombach moved approval of the Orders of the Day. Mr. Pegler seconded the motion and it carried unanimously, with a 5-0 vote.
- V. PRESENTATIONS
 - A. **Recognition of Excellence for Expository Essay and Job Performance – Dr. Adams**
This was in recognition of Cara Westenberger, Treasure Coast Elementary Student, for her expository essay regarding Mr. Dave Barnum, Head Custodian at Treasure Coast Elementary School. Mr. Will Daulby, Treasure Coast Elementary Teacher, was also recognized.
 - B. **Up with People Presentation – Dr. Adams**
Up with People would be performing to benefit Vero Beach High School and volunteering in schools and in the community. They were also seeking host families to house their 120-member international group during their stay in Indian River County.
- VI. CITIZEN INPUT
Elizabeth Weatherstone requested to speak on her 2011-2012 Summative Evaluation score that was affected by the VAM score.
Luke Flynt requested to speak on VAM.
Susan Davis requested to speak on MOA Crosswalk for Teacher Evaluations.

VII. CONSENT AGENDA

Mrs. Disney-Brombach moved approval of the Consent Agenda. Ms. Jiménez seconded the motion. Mr. Pegler noted the very generous donations received from the Mardy Fish Foundation for Pelican Elementary and Liberty Magnet Elementary Schools. The Board voted unanimously in favor of the motion.

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

It was recommended that the District School Board accept the Hearing Officer's Findings of Fact, Conclusions of Law, and recommendations in regard to Hearing Number 12-131. Superintendent recommended approval.

B. Approval of Minutes – Dr. Adams

1. Preparations for Legislative Summit held 1/15/2013
2. Information Session with Superintendent held 1/22/2013
3. School Board Policies with NEOLA Discussion held 1/22/2013
4. Regular Business Meeting held 1/22/2013
5. Legislative Summit held 1/31/2013

Superintendent recommended approval.

C. Approval of Personnel Recommendations – Ms. Roberts

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

D. Approval of Donations – Mr. Morrison

1. Pelican Elementary School received a donation in the amount of \$1,800 from the Mardy Fish Foundation. The funds would be utilized for afterschool programs at Pelican Island Elementary.
2. Liberty Magnet School received a donation in the amount of \$1,000 from the Mardy Fish Foundation. The funds would be utilized for afterschool programs at Liberty Magnet School.

Superintendent recommended approval.

E. Approval of Budget Amendments – Mr. Morrison

This request was for approval of the following budget amendments for fiscal year ending June 30, 2013:

Amendment # 1 – General Fund

Amendment #1 – Food Service

Superintendent recommended approval.

F. Approval of Extended Day Summer Program – Mrs. D'Albora

The Summer Extended Day Program was a fun, academic-based, summer program designed to accommodate elementary students from incoming kindergarten to outgoing fifth-grade students. The summer camps would be held at Vero Beach Elementary and Liberty Magnet School. The focus of the program was not to be a year-round school. The activities were an expanded version of what was implemented daily in the regular Extended Day Program. Fees remained the same as previous years. Superintendent recommended approval.

G. Approval of Ratification of Memorandum of Agreement with Indian River County Education Association (IRCEA) concerning the 2011-2012 Crosswalk for Teacher Evaluations – Ms. Roberts

Members of the Indian River County Education Association (IRCEA) Bargaining Unit ratified the attached Memorandum of Agreement concerning the 2011-2012 Crosswalk for Teacher Evaluations on January 18, 2013. Superintendent recommended approval.

H. Approval of the 2013 Administrative Procedures for the Use of District Property and Facilities – Ms. Roberts

Approval was requested for the changes/revisions to the District's Administrative Procedures for the Use of District Property and Facilities ("2013 Facility Use Agreement"). The detailed changes/revisions were attached to the proposed Administrative Procedures. Superintendent recommended approval.

VIII. ACTION AGENDA

A. Approval to Increase Purchase Order for Legal Services to Allen, Norton & Blue, P.A. – Dr. Adams

The purpose of this action was to request Board approval to increase the existing \$25,000 purchase order #01300777 by \$30,000 for legal services for the District's ongoing negotiations and subsequent impasse proceedings with the Communication Workers of America (CWA) Local 3180. In addition, approval was requested to increase purchase order # 01300778 by \$25,000 for legal services for the District's ongoing negotiations with the Indian River County Education Association (IRCEA). The initial purchase orders were issued under a combination of the Superintendent's purchase authority; as well as, referencing Florida SBE Rule #6A-1.012(11)(a) and Florida Statute 287.057, that exempted legal services from competitive bidding. All funds for these legal services were being derived from the budgetary allocation of the Assistant Superintendent of Human Resources and Risk Management position which was currently vacant. Superintendent recommended approval.

Mr. Pegler moved approval to increase the purchase orders for legal services to Allen, Norton & Blue, P.A. Ms. Jiménez seconded the motion. Board Members discussed the motion. The District School Board voted unanimously in favor of the motion, with a 5-0 vote.

B. Approval of Photovoltaic for Schools Pilot Program Contract for Storm Grove Middle School – Mr. Morrison

Approval was recommended for the Photovoltaic for Schools Pilot Program Contract between Florida Power & Light Company and the School Board of Indian River County for Storm Grove Middle School. The Photovoltaic (PV) for Schools Pilot Program was designed to reduce energy consumption and growth of coincident peak demand, as well as to educate future generations on the practical application of a PV System by providing systems and

educational materials to select schools in each public School District in FPL's territory to be used for renewable energy educational curriculum. FPL would install, at no cost to the District, one (1) PV System at the Storm Grove Middle School site and would perform certain operation and maintenance services on the System for the term of this Contract, which was five (5) years from the System's Commercial Operation Date. After such time, FPL would donate the PV System to the District, who shall then be solely responsible for any on-going costs necessary to maintain and continuously operate the PV System at its location. Superintendent recommended approval.

A representative from FPL spoke to the pilot project that would incorporate STEM (Science, Technology, Engineering, and Mathematics) and includes solar energy. Mrs. D'Albora spoke to the instructional opportunities for students. Ms. Jiménez moved approval of the Photovoltaic for Schools Pilot Program contract for Storm Grove Middle School. Mr. Pegler seconded the motion. Board Members spoke to the motion. The Board voted unanimously in favor of the motion, with a 5-0 vote.

C. Approval of License Agreement Renewal for Use of Rosewood Magnet School Baseball Fields – Mr. Morrison

Approval was recommended for the License Agreement renewal between the School Board of Indian River County and the Indian River County Little League, Inc., a Florida Not-for-Profit Corporation, d/b/a Vero Beach American Little League. The School District would grant the Vero Beach American Little League a non-exclusive license for use of the Baseball Fields located at Rosewood Magnet School for baseball activities after school hours, weekends, and school holidays, with certain rights of priority over other non-exclusive users. The agreement would run for a period of five (5) years beginning February 13, 2013, and would expire on February 13, 2018. Superintendent recommended approval.

Mr. McCain moved approval of the license agreement renewal for use of Rosewood Magnet School's baseball fields. Mr. Pegler seconded the motion. Board Members spoke to the motion. The District School Board voted unanimously in favor of the motion, with a 5-0 vote.

D. Approval of Option Four for Beachland Elementary Parent and Bus Pickup Loop – Mr. Morrison

Approval was recommended for Option Four Design of the Beachland Elementary Parent Pickup and Bus Loop. The current arrangement caused traffic conflicts, which included the backup of traffic on Indian River Drive and Beachland Boulevard due to double stacking of cars at dismissal time. Three public meetings with parents, concerned citizens, City of Vero Beach officials, and residents of the surrounding community were held on March 27, April 25, and July 11, 2012, where several alternatives were suggested and reviewed.

A culmination of these public meetings resulted in Option Three, which was School Board approved on August 28, 2012, but was rejected at the City of Vero Beach Planning and Zoning Meeting held on January 17, 2013. Option Four was developed as a compromise to accommodate the concerns voiced by all parties and would still solve the traffic situation the school was currently experiencing. A traffic study was conducted and supported the Option Four design as the study determined there would have no negative impact to the surrounding streets and intersections. Superintendent recommended approval.

Mr. Pegler moved approval of option four for Beachland Elementary School parent and bus pickup loop. Ms. Jiménez seconded the motion. Board Members spoke to the motion. The District School Board voted unanimously in favor of the motion, with a 5-0 vote.

E. Approval of Resolution 2013-07 and Agreement to Purchase and Sell Real Estate – Mr. Morrison

Approval was recommended for Resolution 2013-07 and for the Agreement to Purchase and Sell Real Estate between the School District of Indian River County and I.M.G. Enterprises, Inc. The School District agreed to sell a 5-acre parcel of real property located at 4725 Old Dixie Highway, Vero Beach, FL 32967 as described in “Exhibit A” to I.M.G Enterprises, Inc., for the purchase price of \$85,000. The Land Use and Acquisition Committee met with the School Board in a workshop on October 23, 2012, to discuss land holdings of the School District and to get direction from the Board on those holdings. After consideration of the Committee, it was recommended to the Board that this 5-acre parcel be sold to IMG Enterprises, Inc., at a fair market value to be determined by two appraisals of the property by State licensed and certified appraisers. I.M.G. Enterprises obtained two appraisals that were attached. Both appraisals determined the property value to be \$85,000.00. Superintendent recommended approval.

Mrs. Disney-Brombach moved approval of Resolution 2013-07 and the Agreement to Purchase and Sell Real Estate. Mr. McCain seconded the motion. Chairman Johnson called for a roll call vote.

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

The vote was unanimous in favor of the motion, with a 5-0 vote.

F. Approval to Award Contract to Window Sales and Services of Vero, Inc., for Installation of Walkway Covers at Various Schools, Bid 2013-10 - Mr. Morrison

The purpose and intent of this bid was to secure a firm price for the installation of used walkway covers for bus pickup areas at four schools. The District requested bids using the existing walkway and the cover material that was salvaged from the old Osceola Magnet School. Also requested was an alternate bid using all new material. In the District's continuing effort to reduce cost and recycle product whenever possible, this bid recommendation was for the installation of approximately 905 linear feet of used walkway covers in lieu of the purchase of new covers. The reuse of the existing walkway covers would be a savings of \$134,910. Award of Item 1 was recommended to Window Sales and Services of Vero, Inc., as the lowest bidder meeting specifications, terms, and conditions. Superintendent recommended approval.

Mrs. Disney-Brombach moved approval to award contract to Window Sales and Services of Vero, Inc., for Installation of walkway covers at various schools, Bid 2013-10. Mr. Pegler seconded the motion. Board Members spoke to the motion. The District School Board voted unanimously in favor of the motion, with a 5-0 vote.

IX. SUPERINTENDENT'S REPORT

Dr. Adams announced:

- Indian River Education Foundation awarded over \$875,000 in scholarships and academic prizes at the 21st Annual Indian River Regional Science and Engineering Fair Awards Ceremony to Kindergarten through 12th grade students.
- Cristian Zamora, a senior at Sebastian River High School, was named as Youth of the Year by the Boys' and Girls' Club of Indian River County. He was presented with a two-year scholarship by Indian River State College.

X. DISCUSSION

No items

XI. SCHOOL BOARD MEMBER MATTERS – Chairman Johnson

Ms. Jiménez reported on the upcoming Parent Academy at Glendale Elementary School on February 25, 2013, with no cost to the parent and included dinner.

Mr. Pegler spoke of the conference he attended with Dr. Adams titled, "Why **Schools Kids** Cannot Do It Alone" by Jamie Vollmer. He said that it highlighted the challenges in education.

Mrs. Disney-Brombach attended the annual 5th Grade Field Trip to see the performance by the Brevard Symphony at the Community Church that was sponsored by the Indian River Symphonic Association. She also reported on

her trip to Washington, D.C., with Ms. Jiménez, where they met with Legislators on the consequences of the new education legislation. Chairman Johnson reported on the number of community members that attended the presentation of “Why **Schools Kids** Cannot Do It Alone” by Jamie Vollmer.

XII. INFORMATION AGENDA

A. Charter School Financials – Mr. Morrison

Charter school financial statements were presented to the Board for information only. No approval of a charter schools’ financial statements was required. This presentation of charter school financial statements was to demonstrate compliance with section 1002.33, Florida Statutes. Specifically, subsection (5) (b) required the District, as sponsor, to monitor the revenues and expenditures of the charter schools and to perform the duties provided in s. 1002.345. High performing charter schools were only required to submit financials quarterly. Indian River Charter High School opted to submit their financials quarterly. The other two high performing charter schools, North County Charter School and Sebastian Charter Junior High, had chosen to submit their financials monthly.

B. Financial Report for Month Ending December 31, 2012 – Mr. Morrison

Attached was the Financial Report for month ending December 31, 2012.

XIII. SUPERINTENDENT’S CLOSING

Dr. Adams stated that she hoped the public and all employees would have a chance to hear the presentation of “Why Schools Cannot Do It Alone” by Jamie Vollmer, as it should be running for a short period of time on the District’s website. She also spoke of the upcoming Teacher of the Year Awards Ceremony. Dr. Adams reminded everyone that schools were closed on Monday, February 18, in observance of Presidents’ Day.

XIV. ADJOURNMENT – Chairman Johnson

With no further business, the meeting adjourned at approximately 7:01 p.m.

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CONSENT AGENDA 2/26/13

Personnel Recommendations

1. Instructional Changes
2. Instructional Leaves
Alexander, Marcia – Liberty Magnet, extend from 2/8/13 to 2/19/13
Beauregard, Elizabeth – Treasure Coast, 4/19/13-6/7/13
Blackwell, Kirsten – Storm Grove Middle, 4/18/13-6/7/13
Pennington, Teri – SRMS, 2/11/13-3/5/13
Sindone, Kari – Pelican Island, extend from 2/11/13 to 2/26/13
3. Instructional Promotions
4. Instructional Transfers
5. Instructional Separations
Dowda, Diane – Pelican Island, retirement 2/15/13, pending FRS attestation
Holt, Lillie – SRHS, retirement 6/7/13, pending FRS attestation
6. Instructional Employment
Gouge, Emily – Substitute Teacher 2/27/13
Kelly, Jessica – Substitute Teacher 2/27/13
Koleno, Heather – Substitute Teacher 2/27/13
Matheny, Ron – Dodgertown, P.E. Teacher 3/11/13
Sanderson, Mary – Substitute Teacher 2/27/13
Weekes, Sandra – Substitute Teacher 2/27/13
7. Support Staff Changes
Johnson, Sherry – Glendale, from ESE Teacher Assistant to Secretary I 2/11/13
Masi, Catherine – Glendale, from Computer Lab Assistant to ESE Teacher Assistant 2/11/13
Pickett, Theresa – Osceola Magnet .5 Food Service Worker, change start date from 1/23/13 to 2/13/13
Vega, Jannette – Citrus, change from .5 to 1.0 Student Monitor 2/13/13
8. Support Staff Leaves
Bath, Elaine – Beachland, extend from 2/12/13 to 2/19/13
Coletti, Christine – Pelican Island, 1/14/13-2/24/13
O’Keefe, Dana – Maintenance, 2/4/14-2/19/13
Pallas, Lori – Fellsmere, extend from 2/14/13 to 2/28/13
Shor, Eban – ESE, 1/22/13-3/23/13
Taylor, Cynthia – Storm Grove Middle, extend from 3/1/13 to 3/3/13
9. Support Staff Promotions
10. Support Staff Transfers
Lawrence, Robin – from Oslo Middle Food Service Worker to

- Gifford Middle Food Service Worker 2/13/13
11. Support Staff Separations
Clark, Tascha – VBHS, resignation 2/22/13
~~Dowda, Diane – Pelican Island, retirement 2/15/13, pending FRS attestation~~
Gage, Betty Gene – Superintendent’s Office, retirement 6/28/13, pending FRS attestation
Sickler, Mary – Information Technology, resignation 3/8/13
Stranzin, Samuel – Highlands, resignation 3/1/13
 12. Support Staff Employment
Dawson, Rhonda – Rosewood Magnet, Student Monitor 2/13/13
Dixon, Latara – Transportation, Bus Assistant 2/27/13
Rosenbaum, Barbara – Transportation, Bus Assistant 2/27/13
Seymour, Chieon – Transportation, Bus Assistant 2/27/13
 13. Administrative Separations
 14. Administrative Employment

PETTY CASH CHANGES FOR FY 2012-2013

DISTRICT PETTY CASH	ADMINISTRATOR OF P/C	DESCRIPTION
VERO BEACH ELEMENTARY	AINSLEY SEELEY	NEW PRINCIPAL OF VBE

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RS

Beachland Elementary School

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

Telephone: (772) 564-3300

FAX: (772) 564-3350

Caroline Barker
Principal

Theresa Wagner
Assistant Principal

January 25, 2013

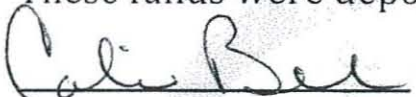
{To}: School Board Members

{From}: Caroline Barker, Principal

Regarding: Beachland Donation

Beachland Elementary received a donation of \$1,600.00 from Mardy Fish Foundation. These funds will be used toward Beachland's Music Clubs, Art Clubs, and Track team as outlined by the program.

These funds were deposited into Beachland's Internal accounts.


Caroline Barker, Principal

CB/br



Glendale Elementary School

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

Mary Ellen Schneider
Principal

Janai Cooper
Assistant Principal

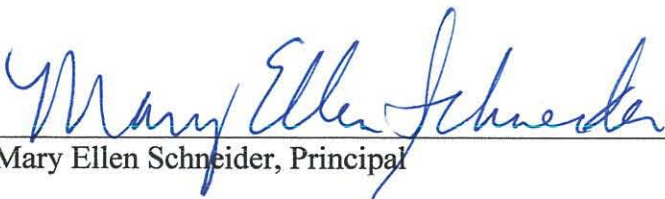
MEMO

TO: The Indian River County School Board Members

FROM: Mary Ellen Schneider, Principal
Glendale Elementary School

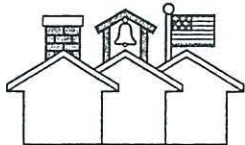
A donation of **\$2,400.00** was received from Expeditionary Learning, Annemarie Mahler, 247 W. 35th Street, 8th Floor, New York, NY, 10001. The funds are to be used for travel and expenses for attending the **Expeditionary Learning National Conference** in Baltimore, Maryland, February 27, 2013 – March 2, 2013.

These funds were deposited into Glendale Elementary School internal funds account entitled Principal's Discretionary (7.7070).



Mary Ellen Schneider, Principal






School District of Indian River County

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

Frances J. Adams, Ed.D. - Superintendent

TO: Carter Morrison
Assistant Superintendent of Business and Finance

FROM: Denise S. Roberts 
Executive Director of Human Resources

SUBJECT: Donation

DATE: February 4, 2013

This is to inform you that we received a donation of \$1,000.00 from George E. Warren Corporation which is to be used for the Teacher of the Year Program.

Please notify the Board of this donation.



"Educate and inspire every student to be successful"

Karen Disney-Brombach
District 1



Jeffrey Pegler
District 2



Matthew McCain
District 3

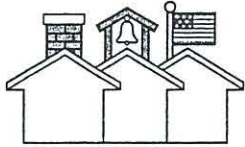


Carol Johnson
District 4



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

TO: Carter Morrison
Assistant Superintendent of Business and Finance

FROM: Denise S. Roberts 
Executive Director of Human Resources

SUBJECT: Donation

DATE: February 4, 2013

This is to inform you that we received a donation of \$2,500.00 from Proctor Construction Company which is to be used for the Teacher of the Year Program.

Please notify the Board of this donation.



"Educate and inspire every student to be successful"

Karen Disney-Brombach
District 1

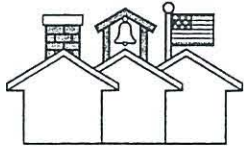
• Jeffrey Pegler
District 2

• 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

TO: Carter Morrison
Assistant Superintendent of Business and Finance

FROM: Denise S. Roberts 
Executive Director of Human Resources

SUBJECT: Donation

DATE: February 6, 2013

This is to inform you that we received a donation of \$1,000.00 from Space Coast Credit Union which is to be used for the Teacher of the Year Program.

Please notify the Board of this donation.



"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

SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

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

Date : February 7, 2013
To : School Board Members
From : Todd Racine, Principal
Sebastian River High School
Regarding: Donation

A donation of \$1,000.00 was received from Indian River Firefighters. The funds were donated to Sebastian River High School's baseball boosters.

The funds will be used for a new scoreboard for the baseball field. These funds were deposited into Sebastian River High School's internal funds account, titled baseball boosters.

Sincerely,

Todd Racine
Principal



"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



SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

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

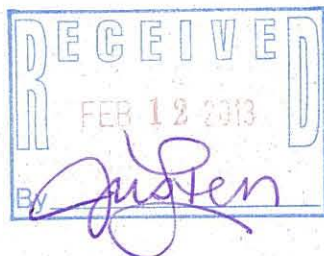
Date : February 7, 2013
To : School Board Members
From : Todd Racine, Principal
Sebastian River High School
Regarding: Donation

A donation of \$1,000.00 was received from All American Publishing . The funds were donated to Sebastian River High School's athletic department.

The funds were used for purchasing the 2012-2013 athletic program book. These funds were deposited into Sebastian River High School's internal funds account, titled athletics.

Sincerely,

Todd Racine
Principal



"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



SEBASTIAN RIVER HIGH SCHOOL

JA

9001 Shark Boulevard • Sebastian, Florida 32958

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

Date : February 7, 2013
To : School Board Members
From : Todd Racine, Principal
Sebastian River High School
Regarding: Donation

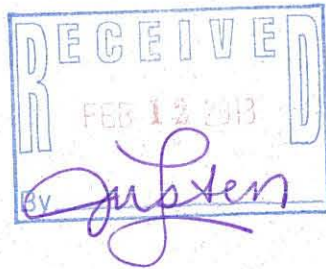
A donation of \$1,500.00 was received from Sebastian Clambake Foundation. The funds were donated to Sebastian River High School's athletic department.

The funds will be used for girls lacrosse uniforms and the athletic program. These funds were deposited into sebastian river high school's internal funds account, titled athletic.

Sincerely,

Todd Racine

Todd Racine
Principal



"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



SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

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

JS

Date : February 7, 2013
To : School Board Members
From : Todd Racine, Principal
Sebastian River High School
Regarding: Donation

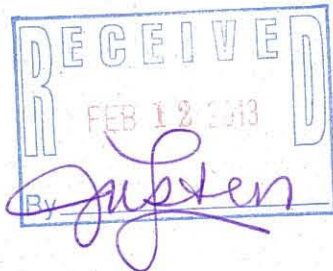
A donation of \$2,000.00 was received from The Education Foundation of Indian River County. The funds were donated to Sebastian River High School's automotive department.

The funds will be used for purchasing a vehicle through Vero Beach Toyota for the use of student instruction and training. These funds were deposited into Sebastian River High school's internal funds account, titled stem work grant.

Sincerely,

Todd Racine

Todd Racine
Principal



"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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The School Board of Indian River County, Florida

Services Agreement

The School Board of Indian River County, Florida, 1990 25th Street, Vero Beach, Florida 32960, ("School Board") does hereby retain the services of State of Florida, Department of Health, Indian River County Health Department with an address of 1900 27th Street, Vero Beach, FL 32960 (hereinafter called "Contractor") to furnish the services in accordance with the following terms and conditions:

1. Description of Services. Contractor shall perform the following services:

(a) Contractor shall, within ten (10) business days of the full execution of this Agreement, provide the Director of Student Services a list of the registered nurses ("RNs") and other staff members employed by Contractor who will perform the services under this Agreement.

(b) The designated RNs will write Individualized Healthcare Plans ("IHCP") and Emergency Plans ("EP") for students at designated/assigned schools, and provide child specific training to the school staff responsible for implementing the IHCP and/or EP.

(c) The designated RNs will attend 504/IEP Meetings for students that have an IHCP or are in need of an IHCP, and thereafter write an IHCP as needed in designated/assigned schools. The designated RNs will also provide child specific training to school staff responsible for implementing the IHCP.

(d) The designated staff member will provide counseling services at designated schools with written parental consent.

(e) The designated staff member will provide state mandated screenings at designated/assigned schools only in mandated grades.

(f) The designated staff member will provide designated health services at designated/assigned schools with written parental consent.

The above services shall be conducted at the direction of and to the reasonable satisfaction of the Director of Student Services. The Contractor will independently perform all services specified above, except as provided otherwise herein. In the event Contractor requires the services of other Contractors, an amendment to this agreement will be required.

2. Security and Confidentiality of Student Information. Contractor and its RNs will be receiving or have access to student information that is confidential. Contractor and its RNs shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself and its RNs, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Contractor, or its RNs, to the extent and only to the extent that the Contractor or its RNs shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination

of or completion of all performance or obligations under this Agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

The RNs who will be performing the services under this Agreement will only be allowed access to relevant student records in order to perform the required services. The RNs are prohibited from removing student records or a copy thereof from School Board facilities. Additionally, the results of any student screenings shall not be removed from School Board facilities.

3. **Location of Services.** Performance of services cited above will be conducted at various public school sites owned or operated by the School Board.

4. **Term.** The term of this agreement shall be from the date last signed by both parties until June 30, 2013, unless terminated as provided herein, or extended by supplement to this agreement.

5. **Termination.** The School Board, or designee, may terminate this agreement immediately, in its sole discretion.

6. **Independent Contractor.** The Contractor certifies that it is an independent Contractor and shall not employ, contract with, or otherwise use the services of any officer or employee of the School Board. The Contractor certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the School Board.

7. **Indemnification.** The School Board and the Contractor, as a state agency or subdivision of the state, as defined in Section 768.28, F.S., agree to be fully responsible to the limits set forth in Section 768.28, F.S. for their own negligent acts which result in claims or suits against each party respectively and agrees to be liable to the limits set forth in Section 768.28, F.S. for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as a waiver of sovereign immunity or consent by either party to be sued by third parties in any matter arising out of this Agreement.

8. **Laws and Regulations.** This agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this agreement shall be brought in the state courts of Indian River County, Florida. The parties shall not violate the code of ethics for public officers and employees, chapter 112, Florida Statutes.

9. **Background Check.** The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the Contractor in advance of the Contractor or its personnel providing any services under the conditions described in the previous sentence. The Contractor shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Contractor and its personnel. The Contractor shall provide the School Board a list of employees who will provide services under this Agreement and who have been fingerprinted. The parties agree that the failure of the Contractor to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. Without waiving the limits of sovereign immunity set forth in Section 768.28, F.S., the Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Contractor's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

10. **Assignability.** This contract is for the personal services of the Contractor and may not be assigned by the Contractor in any fashion, whether by operation of law, or by conveyance of any type, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.

11. **Conduct While on School Property.** The Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

12. **Public Records.** This agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties.

13. **No Waiver.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

14. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

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

THE SCHOOL BOARD OF
INDIAN RIVER COUNTY, FLORIDA:

By: _____
Print Name: _____

Date Approved: _____
ATTEST (WITNESS):

By: _____
Print Name: _____
Print Title: _____

CONTRACTOR:

By: Miranda Hawker
Print Name: Miranda Hawker
Title: Administrator

Date: 1/16/13
ATTEST (WITNESS):

By: Stacy Haas
Print Name: Stacy Haas
Print Title: Administrative Asst. II

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ELEMENTARY PROGRAMS Program/Target Group	Dates and times	Budget Source for 2013 Summer Programs	
<p>Title 1 Summer Program at Pelican Island <u>Will serve students from Pelican Island</u></p>	<p>June 11 Teacher Planning & Training June 11 Orientation June 12 – June 28 - 5 days/week 7:30-2:45 Teachers 8:00-2:30 Students <u>Transportation Provided & Food Services</u></p>	<p>\$350,000 Transportation & costs funded through Title 1 Title 1 part A, Title 1 & Corrective Action Grant</p>	
<p>Title 1 Summer Program at Fellsmere <u>Will serve students from Fellsmere @ Sebastian Elementary</u></p>	<p>June 11 Teacher Planning & Training June 11 Orientation June 12 – June 28 - 5 days/week 7:30-2:45 Teachers 8:00-2:30 Students <u>Transportation Provided & Food Services</u></p>		
<p>Title 1 Summer Program at Highlands <u>Will serve students from Highlands</u></p>	<p>June 11 Teacher Planning & Training June 11 Orientation June 12 – June 28 - 5 days/week 7:30-2:45 Teachers 8:00-2:30 Students <u>Transportation Provided & Food Services</u></p>		
<p>Title 1 Summer Program at Vero Beach Elementary <u>Will serve students from VBE</u></p>	<p>June 11 Teacher Planning & Training June 11 Orientation June 12 – June 28 - 5 days/week 7:30-2:45 Teachers 8:00-2:30 Students <u>Transportation Provided & Food Services</u></p>		
<p>Title 1 Summer Program at Dodgertown <u>Will serve students from Dodgertown, and St. Peter's Academy</u></p>	<p>June 11 Teacher Planning & Training June 11 Orientation June 12 – June 28 - 5 days/week 7:30-2:45 Teachers 8:00-2:30 Students <u>Transportation Provided & Food Services</u></p>	<p style="text-align: center;">↓</p>	

<p>Title 1 Summer Program at Citrus Elementary</p> <p>Will serve students from Citrus</p>	<p>June 11 Teacher Planning & Training June 11 Orientation</p> <p>June 12 – June 28 - 5 days/week</p> <p>7:30-2:45 Teachers 8:00-2:30 Students</p> <p>Transportation Provided & Food Services</p>	<p style="text-align: center;">↓</p>
<p>Title 1 Summer Program at Glendale Elementary</p> <p>Will serve students from Glendale Elementary</p>	<p>June 11 Teacher Planning & Training June 11 Orientation</p> <p>June 12 – June 28 - 5 days/week</p> <p>7:30-2:45 Teachers 8:00-2:30 Students</p> <p>Transportation Provided & Food Services</p>	<p style="text-align: center;">INCLUDED IN FIGURE ABOVE</p>
<p>Extended Day Camps – 2 Sites South Co. VBE North Co. Liberty</p>	<p>June 6 – August 10 - 5 days/week 7:00am – 6:00</p> <p>No Transportation/ Food Services Only</p>	<p>Full Day Program \$85 per week ½ day Program \$45 per week Adult Ed - Fee Based Program</p>
<p>Grade 3 - Level 1 FCAT Reading Program South Co. VBE North Co. Liberty</p>	<p>June 10 Teacher Planning & Training June 11 Orientation</p> <p>June 12 - July 12 - 5 days/week</p> <p>7:45 -12:15 Teachers/ 8:00 - 12:00 Students</p> <p>Transportation Provided & Food Services</p>	<p style="text-align: center;">\$75,000 State Reading Allocation + Transportation costs funded through FEFP</p>
<p>Voluntary Pre-Kindergarten 4yr olds entering Kdg. in August South Co. - VBE North Co.- Liberty</p>	<p>June 10 Teacher Planning & Training June 11 Orientation</p> <p>June 12 - July 28 - 5 days/week</p> <p>7:30 -5:30 Teachers/ 7:45 - 5:15 Students</p> <p>No Transportation/ Food Services Only</p>	<p style="text-align: center;">\$125,000 PreK Coalition (Self Funded Program) State Allocation No transportation</p>

<p>Identified ESE Students</p> <p>PK – 8th grade</p> <p>South Co. - VBE</p> <p>North Co.- Liberty</p>	<p>June 10 Teacher Planning & Training</p> <p>June 11 Orientation</p> <p>June 12 - July 12 - 5 days/week</p> <p>7:45 -12:15 Teachers/ 8:00 - 12:00 Students</p> <p>Transportation Provided & Food Services</p>	<p>\$175,000</p> <p>Transportation costs funded through FEFP</p> <p>District General Fund</p> <p>Summer School Budget</p>
SECONDARY PROGRAMS		
<p>Grades 6-8</p> <p>Middle School Course Recovery</p> <p>(Program at Storm Grove)</p> <p>K12 VIRTUAL Program</p> <p>(TEACHER ASSISTANT TO COVER THE LAB)</p>	<p>June 12 – July 5 - 5 days/week</p> <p>7:45-12:15 Teachers/ 8:00-12:00 Students</p> <p>Transportation Provided & Food Services</p>	<p>(2012 - \$15,000)</p> <p>\$15,000+\$10,344.46 = \$25,344.46</p> <p>+ 948.36= \$26,292.82</p> <p>(\$10,344.46+948.36=</p> <p>\$11,292.82 Transportation costs)</p> <p>District General Fund</p> <p>Summer School Budget</p>
<p>Grades 6-8</p> <p>Middle School Course Recovery</p> <p>(Program at Sebastian River)</p> <p>K12 VIRTUAL Program</p> <p>(TEACHER ASSISTANT TO COVER THE LAB)</p>	<p>June 12 – July 5 - 5 days/week</p> <p>7:45-12:15 Teachers/ 8:00-12:00 Students</p> <p>Transportation Provided & Food Services</p>	<p>INCLUDED IN FIGURE ABOVE</p>
<p>Program at Gifford Middle School</p> <p>Grades 6-8</p> <p>Middle School Course Recovery</p> <p>(OSLO AND GIFFORD @ GIFFORD)</p> <p>(TEACHER ASSISTANT TO COVER THE LAB)</p>	<p>June 12 – July 5 - 5 days/week</p> <p>7:45-12:15 Teachers/ 8:00-12:00 Students</p> <p>Transportation Provided & Food Services</p>	<p>INCLUDED IN FIGURE ABOVE</p>

<p>Program at SRHS FLC Grades 6-8 Migrant Students and English Language Learners</p>	<p>June 11 Teacher Planning & Training June 12 - June 28 5 days/week 7:45-12:30 Teachers/ 8:00-12:00 Students Transportation Provided & Food Services</p>	<p>\$17,000 + Transportation Transportation costs funded through Federal Program Title III</p>
<p>Program at VB FLC 6-12 Identified ESE Students Secondary- Oslo, Gifford, FLC, & VBHS</p>	<p>June 11 Teacher Planning & Training June 12 - July 12 5 days/week 7:45 -12:15 Teachers/ 8:00 - 12:00 Students Transportation Provided & Food Services</p>	<p>INCLUDED IN ORIGINAL ESE FIGURE ABOVE District General Fund Summer School Budget + Transportation costs funded through FEFP</p>
<p>Program at SRHS FLC 6-12 ESE (Autism Program) Secondary- SGMS,SRMS &SRHS</p>	<p>June 11 Teacher Planning & Training June 12 - July 12 5 days/week 7:45 -12:15 Teachers/ 8:00 - 12:00 Students Transportation Provided & Food Services</p>	<p>INCLUDED IN ORIGINAL ESE FIGURE ABOVE District General Fund Summer School Budget + Transportation costs funded through FEFP</p>
<p>Wabasso Students ESY- Extended School Year</p>	<p>June 11 Teacher Planning & Training June 12 - July 12 5 days/week 7:45-12:15 Teachers/ 8:00-12:00 Students Transportation Provided & Food Services</p>	<p>INCLUDED IN ORIGINAL ESE FIGURE ABOVE District General Fund Summer School Budget + Transportation costs funded through FEFP</p>

<p align="center">Program at VBHS FLC High School Credit Recovery</p>	<p align="center">June 12 – June 28 5 days/week 7:45 -12:15 Teachers/ 8:00 - 12:00 Students No Transportation/Food Service Provided</p>	<p align="center">\$27,000 No Transportation Adult Ed ↓</p>
<p align="center">Program at SRHS FLC High School Credit Recovery</p>	<p align="center">June 12 – June 28 5 days/week <u>7:45 -1:45</u> Teachers/ <u>8:00 - 1:30</u> Students No Transportation/Food Service Provided</p>	<p align="center">INCLUDED IN FIGURE ABOVE Adult Ed.</p>
<p align="center">Program at VBHS FLC Grades 9-12 English Language Learners</p>	<p>June 11 Teacher Planning & Training June 12 – June 28 5 days/week 7:45-12:30 Teachers/ 8:00-12:00 Students Transportation (if needed) Food Service Provided</p>	<p align="center">(2012 - \$5100) \$5100 + \$5201.42* = \$10,301.42 *\$5201.42 Transportation to VBHS Title III Transportation Provided (if needed)</p>
<p align="center">Program at SRHS FLC Grades 9-12 Migrant Students and English Language Learners</p>	<p>June 11 Teacher Planning & Training June 12 - June 28 5 days/week 7:45-12:30 Teachers/ 8:00-12:00 Students Transportation Provided & Food Services</p>	<p align="center">\$17,000 Title III + Transportation costs funded through Federal Program</p>

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PO# 01205203



AIA

Document G702™ - 1992

[Handwritten signatures]
of recd 2/1/13

Application and Certificate for Payment

TO OWNER:	School District of Indian River Co. 1990 25th Street Vero Beach, FL 32960	PROJECT:	Rosewood Magnet HVAC Renovations Vero Beach, FL 32960	APPLICATION NO:	5 Final Revised	Distribution to:	
FROM	Pinnacle Construction	VIA		PERIOD TO:	31-Dec-12	OWNER:	<input checked="" type="checkbox"/>
CONTRACTOR:	of the Treasure Coast, LLC 5585 US Hwy 1, Suite 2 Vero Beach, FL 32967	ARCHITECT:	N/A	CONTRACT FOR:	GC	ARCHITECT:	<input checked="" type="checkbox"/>
				CONTRACT DATE:	24-Apr-12	CONTRACTOR:	<input checked="" type="checkbox"/>
				PROJECT NOS:	SDIRC 2009-22-01 Project #15	FIELD:	<input type="checkbox"/>
						OTHER:	<input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 199,625.44
2. Net change by Change Orders	
3. CONTRACT SUM TO DATE (Line 1 2)	\$ 199,625.44
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 190,265.00
5. RETAINAGE:	
a. 0% of Completed Work (Column D + E on G703)	\$ -
b. 0% of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 190,265.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 169,485.30
8. CURRENT PAYMENT DUE	\$ 20,779.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 9,360.44

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 10,980.00	\$ -
Total Approved this Month - #2	\$ 1,948.00	\$ -
TOTALS	\$ 12,028.00	\$ -
NET CHANGES by Change Order	\$ 12,028.00	

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

CONTRACTOR:
 By: *F.M. Pete Comants* Date: 12-27-12
 State of: _____
 County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 20,779.70

Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Commission sheet that are changed to conform with the amount certified.

ARCHITECT
 By: *Joh M* Date: 2/1/13

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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FLORIDA DEPARTMENT OF EDUCATION
OFFICE OF EDUCATIONAL FACILITIES
FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)
CERTIFICATION OF FACILITIES DATA

WHEREAS, §1013.03(3) F.S., states in part that the Department of Education must, "Require boards to submit other educational plant inventories data...."

WHEREAS, §1013.31(1)(d) F.S., states in part, "...School districts shall periodically update their inventory of educational facilities...."

WHEREAS, State Requirements for Educational Facilities, Section 6.1(5)(c) requires that, "Prior to April 1 of each year, each district shall review the Florida Inventory of School Houses (FISH) and shall certify to the Office of Educational Facilities that the inventory is current and accurate."

THEREFORE, the Indian River County District School Board hereby certifies that, to the best of our knowledge, the educational facilities inventory data for the district contained in the Florida Inventory of School Houses (FISH) is current and accurate pursuant to applicable statutes and rules.



Director of Facilities Planning

2/11/13

Date

Superintendent

Date

Board Chair

Date

Return signed form to:
Brian Gouin
Office of Educational Facilities, Room 1054
Florida Department of Education
325 West Gaines Street
Tallahassee, Florida 32399-0400

OEF-FISH-Cert

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Construction Management at Risk

Agreement Between Owner And Construction Manager

PROJECT NAME/LOCATION

SDIRC # 2013-08

**Treasure Coast Elementary Classroom Addition and
Modification of Concrete Buildings**

CONSTRUCTION MANAGER

**Proctor Construction Company
2050 Highway US 1, Suite 200
Vero Beach, FL 32960**

ARCHITECT / ENGINEER

**Donadio & Associates
608 17th Street
Vero Beach, FL 32960**



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

ARTICLE	DESCRIPTION	PAGE
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**FORM OF AGREEMENT
BETWEEN
OWNER AND CONSTRUCTION MANAGER**

This AGREEMENT made this 26th day of February, 2013, by and between the **School District of Indian River County**, hereinafter called the **Owner**, and Proctor Construction Company hereinafter called the **Construction Manager**.

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

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

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

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

- 1.2 Extent of Agreement This Agreement for "**Treasure Coast Elementary Classroom Addition and Modification of Concreteable Buildings/SDIRC # 2013-08**" between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. When Drawings, Specifications and other descriptive documents defining the work to be included under a construction authorization are complete, they shall be identified in the construction authorization issued by the Project Manager. When Drawings, Specifications and other descriptive documents defining the work to be included in the Guaranteed Maximum Price (GMP) are complete, an Amendment to the Agreement shall be signed by the Owner and Construction Manager, acknowledging the GMP amount and the Drawings, Specifications and other descriptive documents upon which the GMP is based. To expedite the preparation of this GMP Amendment by the Owner, the Construction Manager shall obtain six (6) sets of signed, sealed and dated Drawings, Specifications and other documents upon which the GMP is based from the Architect-Engineer, shall acknowledge on the face of each document of each set that it is the set upon which he based his GMP and shall send one set of the documents to the Owner's Contracts Administrator along with his GMP proposal, while keeping one set for himself and returning one set to the Architect-Engineer.

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

- 1.3 Definitions:

Project The Project is the total work to be performed under this Agreement. The Project consists of planning, design, permitting and construction for "**Treasure Coast Elementary Classroom Addition and Modification of Concreteable Buildings/SDIRC # 2013-08**" necessary to build the component parts identified in Exhibit B.

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

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

Construction Manager **Proctor Construction Company**

Architect/Engineer **Donadio & Associates**

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

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

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

- 1.4 Owner's Construction Budget Owner's funds budgeted and requested for construction of the Project. The Owner's Construction Budget is **\$3,500,000**, as identified in **Exhibit B**. This acknowledgement of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7, subsequent to the approval of this Agreement by the School Board.

ARTICLE 2 CONSTRUCTION MANAGER'S SERVICES

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

2.1 Project Management Information System (PMIS)

2.1.1 General:

Narrative Reporting System

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

month. Copies shall be transmitted to the Owner and the Architect-Engineer and others designated by the Project Manager with the monthly pay requisition.

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

2.1.2 Schedule Control System

(1) Master Project Schedule

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

(2) Construction Schedule

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

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

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

- (a) Pre-Bid Schedules (Sub Networks) the Construction Manager shall prepare a Construction Schedule for work encompassed in each bid package. The Schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for contract completion by the successful bidder. It shall show the interrelationship between the work of the successful bidder and that of other subcontractors, and shall establish milestones keyed to the overall master Schedule.
- (b) Occupancy Schedule The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turnover procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

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

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

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

2.2 Design Review and Recommendations

(1) Review and Recommendations

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

(2) Report Review and Warranty

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

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

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

(3) Long Lead Procurements

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

(4) Job-Site Facilities

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

(5) Weather Protection

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

(6) Labor and Material Recommendations

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

2.3 Construction Phase

(1) Construction Manager's Staff

The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractor and shall provide no less than those personnel during respective phases of construction that are set forth in Exhibit C to this Agreement. He shall not change any of those persons named in Exhibit C unless mutually agreed by the Owner and Construction Manager. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld.

(2) Lines of Authority

The Construction Manager shall establish and maintain lines of authority for these personnel, and shall provide this definition to the Owner and all other affected parties such as the code inspectors of the Permitting Authority, the subcontractor, the Architect-Engineer and the Owner's representatives, to provide general direction of the work and progress of the various phases and subcontractor. The Owner and Architect-Engineer may attend meetings between the Construction Manager and his Subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractor.

(3) Schedule

Construction Manager shall provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the Construction Manager's work to the work of his subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Project Schedule. The Schedule shall include all phases of the construction work, material supplies, long lease procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. He shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meeting or inspection giving each at least one week notice unless such notice is made impossible by conditions beyond his control.

(4) Solicitation of Bids

- (a) Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare requests for bids and proposals when applicable, for all procurement of long lead items, materials and

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

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

(5) Bonds

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

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

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

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

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

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

(6) Quality Control

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

(7) Subcontractor Interfacing

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

(8) Permits

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

(9) Job Site Requirements

- (a) The Construction Manager shall provide for each of the following activities as a part of his Construction Phase Fee:
 - 1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

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

(10) Job Site Administration

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

(a) Job Meetings

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

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

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

(b) Shop Drawing Submittals/Approvals

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

(c) Material and Equipment Expediting

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

(d) Payments to Subcontractors

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

(e) Document Interpretation

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

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

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

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

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

Contracts or Purchase Orders
Shop Drawing Submittal/Approval Logs

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

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

(12)

Owner Occupancy

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

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

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

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

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

(13) Warranty

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

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

ARTICLE 3 OWNER'S RESPONSIBILITIES

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

ARTICLE 4 PERMITTING AND INSPECTION

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

- 4.1 Building Permits

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

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

4.2 Code Inspections

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

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

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

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

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

ARTICLE 5 SUBCONTRACTS

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

5.2 Proposals

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

5.3 Required Subcontractors' Qualifications and Subcontract Conditions

5.3.1 Sub contractual Relations

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

5.3.2 Subcontract Requirements

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

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

- (a) **LIMITATION OF REMEDY – NO DAMAGES FOR DELAY**
That the subcontractor’s exclusive remedy for delays in the performance of the Contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time.

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

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

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

5.4 Responsibilities for Acts and Omissions

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

5.5 Subcontracts to be provided

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

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

- 6.1 At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master Project Schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the Construction in accordance with the agreed upon Substantial Completion Date, Final Completion Date and Owner Occupancy Date. Any request for extensions of the Final Completion Date must be approved by the School District of Indian River County. Determination of final completion and acceptance shall be approved by the School District of Indian River County. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner
- 6.2 The date of Owner Occupancy shall occur as described in Article 2.4(12) hereinabove. Warranted called for by this Agreement or by the Drawings and Specifications shall commence on the date of Owner Occupancy of the Project

**ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION**

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

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

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

**ARTICLE 8
CONSTRUCTION MANAGER'S FEE**

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

8.1.1 Design Phase Fee - \$ 199,000.00

8.1.2 Construction Phase Fee Prior to commencement of the Construction Phase, the Owner will direct the Construction Manager in writing to proceed into the Construction Phase. The Construction Manager's compensation for work or services performed during the Construction Phase shall be a fee of \$ 463,658.00 (However, the Owner retains the right to review the need and effectiveness of any employee or employees assigned by the Construction Manager, should the Project Manager question the need for the employee or employees.) The Construction Phase Fee shall be paid in TBD w/GMP Monthly payments of \$ TBD w/GMP each. The first monthly payment shall become due thirty (30) days following the issuance of the first Construction Authorization by the Project Manager and the final monthly payment shall be paid only when construction of the Project is finally completed and occupancy of the Project accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner.

- (1) Adjustments in Fee For changes in the Project as provided in Article 10, the Construction Phase Fee shall be adjusted as follows:

- (a) The Construction Manager shall be paid an additional fee subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.
- (b) Should the duration of the construction stipulated herein for Final Completion extend TBD w/GMP Months after the Notice-To-Proceed, receipt of final drawings and specifications, or receipt of all necessary permits, whichever is later, due to no fault of the Construction Manager, the Construction Manager's Additional Construction Phase Fee will be \$ 500.00 per working day, for each day or portion thereof. The Construction Manager's staff during such time extensions will be reduced to that shown in Exhibit H.
- (c) The Construction Manager will not be due any additional Overhead and Profit on increases in the Guaranteed Maximum Price (GMP) that do not exceed \$ 50,000.00 should the GMP be increased by more than \$ 50,000.00 under the terms of Article 10 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Overhead and Profit for the Construction Phase will be five percent (5%) of that portion of the accumulative increases in the GMP that exceeds the GMP by more than \$ 50,000.00.

Construction Manager's Exclusive Remedy: In the event the Construction Substantial or Final Completion Date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's Sole and Exclusive Remedy is an extension of the Construction Completion Date and payment of additional Construction Phase Fees and Overhead and Profit for Construction Phase as provided above.

(2) Costs and Expenses Included in Fee The following are included in the Construction Manager's fee for services during the Construction Phase:

- (a) Salaries or other compensation of the Construction Manager's employees at his principal office and branch offices.

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

8.1.3 Overhead and Profit for Construction Phase For Overhead, Profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the Construction Phase, the fee shall be 4.3 % and shall be paid proportionately to the ratio of the cost of the work in place, excluding stored materials and less retainage (see Article 12.1), as it bears on the latest estimate of the total Construction cost or to the GMP or to the Owner's Construction Budget, whichever is less. The balance of the fee shall be paid when construction of the Project is finally completed and occupancy of the Project accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The

Construction Manager's exclusive remedy for any adjustments in the Overhead and Profit for Construction Phase Fee is provided in Article 8.1.1(1).

ARTICLE 9 COST OF THE PROJECT

9.1 Definition

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

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

9.2 Direct Cost Items

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

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

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

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

**ARTICLE 10
CHANGE IN THE PROJECT**

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

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

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

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

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

10.2 Claims for Additional Cost or Time

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

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

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

10.3 Minor Changes in the Project

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

10.4 Emergency

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

**ARTICLE 11
DISCOUNTS AND PENALTIES**

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

**ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER**

- 12.1 Monthly Statements
The Construction Manager shall submit to the Owner a statement, sworn to if required, along with the cost reports required under Article 2.1.5, showing in detail all monies paid out, cost accumulated or costs incurred on account of the Cost of the Project during the previous period and the amount of the Construction Manager's fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in Exhibit K. Ten percent (10%) retainage shall be held on all payments until the contract is fifty percent (50%) complete. Except when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At 50% completion, the Owner may approve a reduction of the retainage from 10% to 5% at his discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in Article 18.6, hereinafter.
- 12.2 Final Payment
Final Payment constituting the unpaid balance of the Cost of the Project and the Construction Manager's Fee, shall be due and payable as described in Article 17.6 after the Owner has accepted occupancy of the Project, provided that the Project be then finally completed, that the Construction Manager has verified by his signature that he has completed all items specified on the attached Exhibit L, and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager and the Architect-Engineer shall list those items prior to receiving Final Payment, and the Owner may retain a sum equal to 200% of the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, Owner shall pay to Construction Manager, monthly, the amount retained for each incomplete item after each of said items is completed.
- 12.3 Payments to Subcontractors
The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of ten percent (10%) until the Project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from 10% to 5% thereafter. If there should remain items to be completed, the Construction Manager and Architect-Engineer shall list those items required for completion, and the Construction Manager shall require the retainage of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimate cost of completing any unfinished items likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors, monthly; the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete.
- Final Payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.
- 12.4 Delayed Payments by Owner¹
If the Owner should fail to pay the Construction Manager within thirty (30) days after the receipt of an approvable payment request from the Construction Manager, then the Construction Manager may, upon seven (7) additional days written notice to the Owner and the Architect-Engineer, stop the Project until payment of the amount owing has been received.
- 12.5 Withholding Payments to Subcontractors

¹ Subject to Article 18.6

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

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

13.1 Indemnity

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

13.2 Construction Manager’s Insurance

- (1) The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- (2) Worker’s Compensation Insurance The Construction Manager shall take out and maintain during the life of this Agreement, Worker’s Compensation Insurance for all his employees connected with the work of this Project, and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker’s Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under the Worker’s Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.
- (3) Construction Manager’s Public Liability and Property Damage Insurance The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

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

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

(Reference School Board Policy 10.13)

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

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

- (1) The name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date and its termination date.
- (2) Statement that the Insurer will mail notice to the Owner and a copy to the Architect-Engineer at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy.
- (3) Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO), and such Certificate shall clearly state all the coverage required in this Section commencing at 13.2 and ending with 13.3.4.

13.3 Waiver of Subrogation

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

**ARTICLE 14
TERMINATION OF THE AGREEMENT
AND**

OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

14.1 Termination by the Construction Manager

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

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

- (1) If the Construction Manager fails to perform any of his obligations under this Agreement including any obligation he assumes to perform work with his own forces, the Owner may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligation, make good such deficiencies. The GMP, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies, and the Construction Manager's Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.
- (2) If the Construction Manager is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement, then Owner may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period

Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished, nor shall he be relieved from his obligations assumed under Article 7. Reasonable terminal expenses incurred by the Owner may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

14.3 Termination by Owner Without Cause

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

**ARTICLE 15
ASSIGNMENT AND GOVERNING LAW**

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

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

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

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

- 16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim. As to matters subject to the determination by final agency action (not actions for breach of contract or tort) the Owner's written decision shall be final agency action unless the Construction

Manager requests an administrative proceeding pursuant to Section 120.57, Florida Statutes, by filing a petition in compliance with Rule Chapter 60-4, FAC, within thirty (30) days of the Construction Manager's receipt of the Owner's determination.

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

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

ARTICLE 17 SUPPLEMENTARY CONDITIONS

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

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

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

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

**ARTICLE 18
MISCELLANEOUS**

- 18.1 Interest
Any monies not paid when due to either party under this contract shall not bear interest except as may be required by Section 215.422(3)(b), Florida Statutes (1989).
- 18.2 Harmony
Construction Manager is advised and hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by Construction Manager and his subcontractors for work on the project shall work in harmony with and be compatible with all other labor being used by building and construction, Construction Managers now or hereafter on the site of the Project.

Construction Manager further agrees that this provision will be included in all subcontracts of the subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.
- 18.3 Apprentices
If the Construction Manager employs apprentices on the Project, the behavior of the Construction Manager and the Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the state of Florida Department of Labor and Employment Security. The Construction Manager will include a provision similar to the foregoing sentence in each subcontract.
- 18.4 Invoices Submitted Under Article 9
Invoices submitted under Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for any travel expenses shall be submitted in accordance with procedures specified in Section 112.061 of the Florida Statutes governing payments by the state for travel expenses.
- 18.5 Construction Manager's Project Records
The Construction Manager's Project Records shall be maintained as prescribed hereinabove for the minimum period required by Federal Law, and shall be made available to the Owner or his authorized representative at mutually convenient times. Project Records will be audited upon completion of project. If funds are found in audit to be owed to the Owner, the Contractor will be responsible for any deficiencies found, as well as the Auditor's fees.
- 18.6 Construction Manager's Payment Rights
The School District of Indian River County agrees to pay, within thirty (30) calendar days of receipt by the School District of Indian River County, all invoices approved by the School District of Indian River County for payment. The School District of Indian River County will not withhold payment without proper and adequate justification.
- 18.7 Public Entity Crime Information Statement
"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a Construction Manager, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."
- 18.8 Fiscal Funding
This Contract is subject to fiscal appropriation and is subject to fiscal funding out in accordance with Florida Law.
- 18.9 Liquidated Damages
At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 7, completion of the project in accordance with the master project schedule shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed upon days for Substantial Completion, Final Completion and Owner Occupancy. The Construction Manager acknowledges that failure to complete the project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. Liquidated Damages shall be assessed as specified in Article 8 of the General Conditions at a rate of \$500.00 per day until substantial completion is achieved.
- 18.10 Background Screening Requirement for Construction Managers

Florida Statutes School Law Section 1012.465

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

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

Treasure Coast Elementary Classroom Addition and Modification of Concreteable Buildings/SDIRC # 2013-08

PROCTOR CONSTRUCTION COMPANY

By: Donald L. Tolliver

Title: President/COO

Date: _____

Witness:

By: _____

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

By: _____
Mrs. Carol Johnson

Title: Board Chairman

Date: _____

Witness:

By: _____
Dr. Frances J. Adams

Title: Superintendent

Date: _____

EXHIBIT A

CONSTRUCTION TEAM ASSIGNED REPRESENTATIVES

**Treasure Coast Elementary Classroom Addition and Modification of Concreteable Buildings
PROJECT NO: 2013-08**

OWNER

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY
1990 25TH STREET
VERO BEACH, FL 32960
MR. SCOTT SANDERS
772-564-5017**

ARCHITECT

**DONADIO AND ASSOCIATES ARCHITECTS
609 17TH STREET
VERO BEACH, FL 32960
MR. ANTHONY DONADIO
772-794-2929**

CONSTRUCTION MANAGER

**PROCTOR CONSTRUCTION COMPANY
2050 HIGHWAY US 1 SUITE 200
VERO BEACH, FL 32960
MR. MICHAEL MCCABE
772-473-2147**

EXHIBIT B

OWNER'S CONSTRUCTION BUDGET

**Treasure Coast Elementary Classroom Addition and Modification of Concreteable Buildings
PROJECT NO: 2013-08**

<u>ITEM DESCRIPTION</u>	<u>CONSTRUCTION BUDGET</u>
Preconstruction Budget	\$ 199,000.00
Construction Budget	\$ TBD
Planning & Design	\$ TBD
Furniture, Fixtures & Equipment	\$ TBD
Extraordinary Expenses	<u>\$ TBD</u>
Total Owner's Construction Budget	\$ 3,500,000.00

EXHIBIT C

CONTRACTOR'S PERSONNEL

(ON-SITE SUPPORT STAFF)

**Treasure Coast Elementary Classroom Addition and Modification of Concreteable Buildings
PROJECT NO: 2013-08**

INDIVIDUAL

TITLE

Michael McCabe

Project Manager

Todd Krajewski

Superintendent

Nick McCabe

Project Engineer

Patricia Pitts

Administration

EXHIBIT D

**Treasure Coast Elementary Classroom Addition and Modification of Concreteable Buildings
PROJECT NO: 2013-08**

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

EXHIBIT E

**Treasure Coast Elementary Classroom Addition and Modification of Concreteable Buildings
PROJECT NO: 2013-08**

Notice to Owner that project is ready for final inspections.

EXHIBIT "F"

**Treasure Coast Elementary Classroom Addition and Modification of Concreteable Buildings
PROJECT NO: 2013-08**

Not Applicable

EXHIBIT G

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

**Treasure Coast Elementary Classroom Addition and Modification of Concreteable Buildings
PROJECT NO: 2013-08**

<u>INDIVIDUAL</u>	<u>TITLE</u>	<u>DURATION (Months)</u>	<u>PERCENTAGE AVAILABLE</u>
Michael McCabe	Project Manager		50%
Todd Krajewski	Superintendent		20%
Nick McCabe	Project Engineer		25%
Patricia Pitts	Administration		10%

EXHIBIT H

CONSTRUCTION MANAGER'S PER DIEM STAFF FOR TIME

(EXTENSIONS PER 8.1.2(1) (b))

**Treasure Coast Elementary Classroom Addition and Modification of Concreteable Buildings
PROJECT NO: 2013-08**

<u>INDIVIDUAL</u>	<u>TITLE</u>	<u>PERCENTAGE AVAILABLE</u>
Michael McCabe	Project Manager	1%
Todd Krajewski	Superintendent	.5%

EXHIBIT I

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

**Treasure Coast Elementary Classroom Addition and Modification of Concreteable Buildings
PROJECT NO: 2013-08**

<u>INDIVIDUAL</u>	<u>TITLE</u>	<u>DURATION</u> <u>(months)</u>	<u>PERCENTAGE</u> <u>AVAILABLE</u>
Nick Bischoff	Senior Estimator		15%
Phil Partee	Accounting		6%

EXHIBIT J

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

**Treasure Coast Elementary Classroom Addition and Modification of Concreteable Buildings
PROJECT NO: 2013-08**

<u>INDIVIDUAL</u>	<u>TITLE</u>	<u>DURATION</u> <u>(months)</u>	<u>PERCENTAGE</u> <u>AVAILABLE</u>
Michael McCabe	Project Manager		85%
Todd Krajewski	Superintendent		100%
Nick McCabe	Project Engineer		100%
Patricia Pitts	Administration		100%

EXHIBIT K

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

**Treasure Coast Elementary Classroom Addition and Modification of Concreteable Buildings
PROJECT NO: 2013-08**

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

Today's Date: 1/11/2013

Policy Number: 6.141

Policy Title: Eligibility for Participation in Interscholastic Extracurricular Student Activities Sanctioned or Regulated by the Florida High School Athletic Association

Check one of the following:

New Policy:

Amendment: XX

Repeal:

I. Summary of Proposed New or Revised Policy:

(Complete copy of proposed policy must be attached.)

To include all extracurricular activities and to provide flexibility to school administrators

II. Estimated Economic Impact: \$ None

III. Referenced Statutes:

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43 (F.S.)

Implemented: 1006.15, 1001.32 (F.S. and/or FSBE)

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

Date Adopted by IRCSB: _____

Date Amended by IRCSB: / /

Date Repealed by IRCSB: / /

V. School Board Authorization:

Action Initiated by: School Board Members

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

Do not write below this line.

School Board Recording Secretary:

- | | |
|---|------------------|
| 1. Discussion Agenda Item: Workshops | <u>1/8/2013</u> |
| 2. Action Agenda Item - Date for Public Hearing | <u>1/22/2013</u> |
| 3. Legal Notice | <u>1/29/2013</u> |
| 4. Public Hearing/Adopted Date (Action Item) | <u>2/26/2013</u> |

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

~~6.44141~~ STUDENT PARTICIPATION IN INTERSCHOLASTIC, EXTRACURRICULAR STUDENT ACTIVITIES

To be eligible to participate in interscholastic extracurricular student activities, a student must:

- ~~A. Maintain a grade point average of 2.0 or above on a 4.0 grading scale, or its equivalent, in the previous semester; or a cumulative grade point average of 2.0 or above on a 4.0 scale, or its equivalent, in the courses required for graduation by Section 1003.43(1), F.S.~~
- ~~B. Execute and fulfill the requirements of an academic performance contract between the student, the School District, the appropriate governing association, and the student's parent or guardian, if the student's cumulative grade point average falls below 2.0 or its equivalent on a 4.0 scale in the courses required by section 1003.43(1), F.S., or for students who entered the 9th grade prior to the 1997-98 school year, if the student's cumulative grade point average falls below 2.0 on a 4.0 scale, or its equivalent in the courses required by section 1003.43(1), F.S. that are taken after July 1, 1997. At a minimum, the contract must require that the student attend summer school between grades 9 and 10, or grades 10 and 11 as necessary.~~
- ~~C. Have a cumulative grade point average of 2.0 or above on a 4.0 scale, or its equivalent, in the courses required by section 1003.43(1), F.S. during his or her junior or senior year.~~
- ~~D. Maintain satisfactory conduct and if a student is convicted of or is found to have committed a felony or a delinquent act which would have been a felony if committed by an adult, regardless of whether adjudication is withheld, the student will no longer be eligible to participate in interscholastic, extracurricular student activities.~~
- ~~E. An individual home education student is eligible to participate at the public school to which the student would be assigned according to District School Board attendance area policies. The home education student must be in compliance with home education requirements.~~
- ~~F. An individual charter school student is eligible to participate at the public school to which the student would be assigned according to the District School Board attendance area policies, in any interscholastic extracurricular activity of that school, unless such activity is provided by the student's charter school. The charter school student must meet the requirements set forth in the statute.~~
- ~~G. An individual private school student is eligible to participate in an interscholastic or intrascholastic sport at the public middle or high school to which the student would be assigned according to the District School Board attendance area policies. The private school student must meet the requirements of the Florida High School Athletic Association, the District School Board, and State Statutes. The Superintendent shall develop procedures consistent with the Florida High School Athletic Association guidelines for such private school students' participation.~~

Authority: ~~120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.~~

Implemented: ~~1006.15, 1001.32, 1001.42, F.S.~~

Amended: ~~11/25/86, 8/27/96, 8/26/97, 8/8/00, 10/14/03, 7/22/08, 1/24/2012~~

~~6.141~~ ELIGIBILITY FOR PARTICIPATION IN INTERSCHOLASTIC EXTRACURRICULAR STUDENT ACTIVITIES INCLUDING THOSE SANCTIONED OR REGULATED BY THE FLORIDA HIGH SCHOOL ATHLETIC ASSOCIATION

A. Pursuant to Florida law, the FHSAA regulates interscholastic athletics. Participation in a program of extracurricular interscholastic athletics interscholastic extracurricular activities including those sanctioned or regulated by the Florida High School Athletic Association ("FHSAA") is a privilege and not a right. The District School Board shall fully comply with the requirements of Section 1006.15, Florida Statutes (the "Craig Dickinson Act"). To be eligible to participate in interscholastic extracurricular-student activities, a student must maintain all standards specified in the Craig Dickinson Act. The Superintendent shall require appropriate personnel of the District to monitor student compliance with the required standards for participation and to take appropriate action when a student is found to be ineligible for participation in FHSAA sanctioned and regulated activities.

B. A student participating in an FHSAA sanctioned athletic program interscholastic extracurricular activity in the School District must report his or her arrest for any crime, including a notice to appear in court. The report shall be made to the principal/Principal of the school at which the student is participating in an athletic program or to the student's coach or sponsor for the sport/activity in which the student is participating. For the purposes of this policy, the term "Principal" shall mean either the Principal or Assistant Principal. The student athlete shall report the arrest within twenty-four (24) hours after being arrested. If the student is arrested on a weekend or school holiday, then he or she shall report the arrest by the end of the school day on the first school day following the arrest. Failure to report the arrest as required by this policy shall result in the student being dismissed from the athletic program for that sport and all other FHSAA sanctioned interscholastic extracurricular activities and sports for the remainder of the school year. The school principal, in consultation with the athletic director, Principal may consider extending the suspension from participation in FHSAA sanctioned interscholastic extracurricular activities and sports for a longer period of time than the remainder of the school year, in his or her discretion, it being recognized that such participation is a privilege and not a right.

(1) A student arrested for or charged with a misdemeanor criminal offense may be allowed to continue participating in interscholastic extracurricular activities, including a charge those sanctioned or regulated by FSHAA, upon the written approval of a juvenile crime or the school's Principal.

(2) A student arrested for a felony criminal offense, may be immediately removed from the interscholastic extracurricular activity, performance, competition, or FSHAA team roster. The student may be allowed to attend practice sessions upon the written approval of the school's Principal.

(3) A student thereafter charged with a felony criminal offense shall be immediately suspended from participation in all FHSAA interscholastic extracurricular activities and FSHAA sanctioned athletic activities and sports, until the felony criminal charges are resolved. The

(4) A student shall thereafter be dismissed from all FHSAA interscholastic extracurricular activities and FSHAA programs of activities and sports if the student pleads no contest, is adjudicated guilty, has adjudication withheld, or is otherwise found to have committed the felony criminal offense for which the student was arrested or charged. This shall include entry into a pretrial diversion program, which program entry shall be treated as adjudication under this policy. Upon completion of the sentence and terms of all court requirements, the principal will make a recommendation to the Superintendent whether the student

~~will be allowed to participate in interscholastic activities sanctioned or regulated by FHSAA. After receiving the recommendation of the principal, the student may participate in an FHSAA program of sports or activities only if the Superintendent of Schools gives permission in writing.~~

- (5) Upon completion of the sentence and terms of all court ordered requirements, the Principal will determine, in writing, whether the student will be allowed to participate in interscholastic extracurricular activities.

The Superintendent shall take all action necessary to enforce the requirements of this policy, and shall impose these requirements on school administrators, sponsors, and coaches.

C. An individual home education student, charter school student, or student of the Florida Virtual School full-time program is eligible to participate in interscholastic extracurricular activities at the public school to which the student would be assigned according to the School Board attendance area policies, unless such activity is provided by the student's school. Such participation must be in compliance with this policy and the Craig Dickinson Act. The Superintendent shall develop procedures for such participation.

D. A private middle or high school student is eligible to participate in interscholastic or intrascholastic sports at the public middle or high school to which the student would be assigned according to the School Board attendance area policies. The private school student must meet the requirements of FSHAA, the School Board, and state law. The Superintendent shall develop procedures for such private school participation.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17),
1001.43 F.S.

Implemented: 1006.15, 1001.32

Adopted: 10/25/2011 (NEW); _____

~~6.14141~~ STUDENT PARTICIPATION IN INTERSCHOLASTIC, EXTRACURRICULAR STUDENT ACTIVITIES

~~To be eligible to participate in interscholastic extracurricular student activities, a student must:~~

- ~~— A. Maintain a grade point average of 2.0 or above on a 4.0 grading scale, or its equivalent, in the previous semester; or a cumulative grade point average of 2.0 or above on a 4.0 scale, or its equivalent, in the courses required for graduation by Section 1003.43(1), F.S.~~
- ~~— B. Execute and fulfill the requirements of an academic performance contract between the student, the School District, the appropriate governing association, and the student's parent or guardian, if the student's cumulative grade point average falls below 2.0 or its equivalent on a 4.0 scale in the courses required by section 1003.43(1), F.S., or for students who entered the 9th grade prior to the 1997-98 school year, if the student's cumulative grade point average falls below 2.0 on a 4.0 scale, or its equivalent in the courses required by section 1003.43(1), F.S. that are taken after July 1, 1997. At a minimum, the contract must require that the student attend summer school between grades 9 and 10, or grades 10 and 11 as necessary.~~
- ~~— C. Have a cumulative grade point average of 2.0 or above on a 4.0 scale, or its equivalent, in the courses required by section 1003.43(1), F.S. during his or her junior or senior year.~~
- ~~— D. Maintain satisfactory conduct and if a student is convicted of or is found to have committed a felony or a delinquent act which would have been a felony if committed by an adult, regardless of whether adjudication is withheld, the student will no longer be eligible to participate in interscholastic, extracurricular student activities.~~
- ~~— E. An individual home education student is eligible to participate at the public school to which the student would be assigned according to District School Board attendance area policies. The home education student must be in compliance with home education requirements.~~
- ~~— F. An individual charter school student is eligible to participate at the public school to which the student would be assigned according to the District School Board attendance area policies, in any interscholastic extracurricular activity of that school, unless such activity is provided by the student's charter school. The charter school student must meet the requirements set forth in the statute.~~
- ~~— G. An individual private school student is eligible to participate in an interscholastic or intrascholastic sport at the public middle or high school to which the student would be assigned according to the District School Board attendance area policies. The private school student must meet the requirements of the Florida High School Athletic Association, the District School Board, and State Statutes. The Superintendent shall develop procedures consistent with the Florida High School Athletic Association guidelines for such private school students' participation.~~

~~Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.~~

~~Implemented: 1006.15, 1001.32, 1001.42, F.S.~~

~~Amended: 11/25/86, 8/27/96, 8/26/97, 8/8/00, 10/14/03, 7/22/08, 1/24/2012~~

~~6.141~~ ELIGIBILITY FOR PARTICIPATION IN INTERSCHOLASTIC EXTRACURRICULAR STUDENT ACTIVITIES INCLUDING THOSE SANCTIONED OR REGULATED BY THE FLORIDA HIGH SCHOOL ATHLETIC ASSOCIATION

~~A. Pursuant to Florida law, the FHSAA regulates interscholastic athletics.~~ Participation in ~~a program of extracurricular interscholastic athletics~~interscholastic extracurricular activities including those sanctioned or regulated by the Florida High School Athletic Association ("FHSAA") is a privilege and not a right. The ~~District~~ School Board shall fully comply with the requirements of Section 1006.15, Florida Statutes (the "Craig Dickinson Act"). To be eligible to participate in interscholastic extracurricular ~~student~~ activities, a student must maintain all standards specified in the Craig Dickinson Act. The Superintendent shall require appropriate personnel of the District to monitor student compliance with the required standards for participation and to take appropriate action when a student is found to be ineligible for participation ~~in FHSAA sanctioned and regulated activities.~~

~~B. A student participating in an FHSAA sanctioned athletic program~~interscholastic extracurricular activity in the School District must report his or her arrest for any crime, including a notice to appear in court. The report shall be made to the ~~principal~~Principal of the school at which the student is participating ~~in an athletic program~~ or to the student's coach or sponsor for the ~~sport~~activity in which the student is participating. For the purposes of this policy, the term "Principal" shall mean either the Principal or Assistant Principal. The student ~~athlete~~ shall report the arrest within twenty-four (24) hours after being arrested. If the student is arrested on a weekend or school holiday, then he or she shall report the arrest by the end of the school day on the first school day following the arrest. Failure to report the arrest as required by this policy shall result in the student being dismissed from ~~the athletic program for that sport and all other FHSAA sanctioned~~interscholastic extracurricular activities and sports for the remainder of the school year. The school ~~principal, in consultation with the athletic director,~~Principal may consider extending the suspension from participation in ~~FHSAA sanctioned~~interscholastic extracurricular activities and sports for a longer period of time than the remainder of the school year, in his or her discretion, it being recognized that such participation is a privilege and not a right.

(1) A student arrested for or charged with a misdemeanor criminal offense may be allowed to continue participating in interscholastic extracurricular activities, including those sanctioned or regulated by FSHAA, upon the written approval of a juvenile crime or the school's Principal.

(2) A student arrested for a felony criminal offense, may be immediately removed from the interscholastic extracurricular activity, performance, competition, or FSHAA team roster. The student may be allowed to attend practice sessions upon the written approval of the school's Principal.

(3) A student thereafter charged with a felony criminal offense shall be immediately suspended from participation in all FHSAA interscholastic extracurricular activities and FSHAA sanctioned athletic activities and sports, until the felony criminal charges are resolved. The

(4) A student shall thereafter be dismissed from all FHSAA interscholastic extracurricular activities and FSHAA programs of activities and sports if the student pleads no contest, is adjudicated guilty, has adjudication withheld, or is otherwise found to have committed the felony criminal offense for which the student was arrested or charged. This shall include entry into a pretrial diversion program, which program entry shall be treated as adjudication under this policy. Upon completion of the sentence and terms of all court requirements, the principal will make a recommendation to the Superintendent whether the student

~~will be allowed to participate in interscholastic activities sanctioned or regulated by FHSAA. After receiving the recommendation of the principal, the student may participate in an FHSAA program of sports or activities only if the Superintendent of Schools gives permission in writing.~~

(5) Upon completion of the sentence and terms of all court ordered requirements, the Principal will determine, in writing, whether the student will be allowed to participate in interscholastic extracurricular activities.

The Superintendent shall take all action necessary to enforce the requirements of this policy, and shall impose these requirements on school administrators, sponsors, and coaches.

C. An individual home education student, charter school student, or student of the Florida Virtual School full-time program is eligible to participate in interscholastic extracurricular activities at the public school to which the student would be assigned according to the School Board attendance area policies, unless such activity is provided by the student's school. Such participation must be in compliance with this policy and the Craig Dickinson Act. The Superintendent shall develop procedures for such participation.

D. A private middle or high school student is eligible to participate in interscholastic or intrascholastic sports at the public middle or high school to which the student would be assigned according to the School Board attendance area policies. The private school student must meet the requirements of FSHAA, the School Board, and state law. The Superintendent shall develop procedures for such private school participation.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43 F.S.

Implemented: 1006.15, 1001.32

Adopted: 10/25/2011 (NEW); _____

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

Today's Date: 1/18/2013

Policy Number: 6.14

Policy Title: Student Participation in Interscholastic, Extracurricular Student Activities

Check one of the following:

New Policy:

Amendment:

Repeal: XX

I. Summary of Proposed New or Revised Policy:
(Complete copy of proposed policy must be attached.)
Repeal requested due to adoption of 6.141

II. Estimated Economic Impact: \$ None

III. Referenced Statutes:

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43 (F.S.)

Implemented: 1006.15, 1001.32, 1001.42 (F.S. and/or FSBE)

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

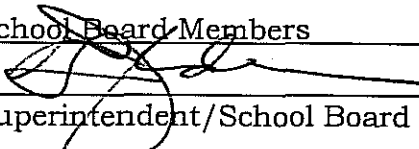
Date Adopted by IRCSB: _____

Date Amended by IRCSB: / /

Date Repealed by IRCSB: / /

V. School Board Authorization:

Action Initiated by: School Board Members

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

Do not write below this line.

School Board Recording Secretary:

1. Discussion Agenda Item: Workshops	<u>1/8/2013</u>
2. Action Agenda Item – Date for Public Hearing	<u>1/22/2013</u>
3. Legal Notice	<u>1/29/2013</u>
4. Public Hearing/Adopted Date (Action Item)	<u>2/26/2013</u>

REPEAL:

~~6.14 STUDENT PARTICIPATION IN INTERSCHOLASTIC, EXTRACURRICULAR STUDENT ACTIVITIES~~

~~To be eligible to participate in interscholastic extracurricular student activities, a student must:~~

- ~~— A. Maintain a grade point average of 2.0 or above on a 4.0 grading scale, or its equivalent, in the previous semester; or a cumulative grade point average of 2.0 or above on a 4.0 scale, or its equivalent, in the courses required for graduation by Section 1003.43(1), F.S.~~
- ~~— B. Execute and fulfill the requirements of an academic performance contract between the student, the School District, the appropriate governing association, and the student's parent or guardian, if the student's cumulative grade point average falls below 2.0 or its equivalent on a 4.0 scale in the courses required by section 1003.43(1), F.S., or for students who entered the 9th grade prior to the 1997-98 school year, if the student's cumulative grade point average falls below 2.0 on a 4.0 scale, or its equivalent in the courses required by section 1003.43(1), F.S. that are taken after July 1, 1997. At a minimum, the contract must require that the student attend summer school between grades 9 and 10, or grades 10 and 11 as necessary.~~
- ~~— C. Have a cumulative grade point average of 2.0 or above on a 4.0 scale, or its equivalent, in the courses required by section 1003.43(1), F.S. during his or her junior or senior year.~~
- ~~— D. Maintain satisfactory conduct and if a student is convicted of or is found to have committed a felony or a delinquent act which would have been a felony if committed by an adult, regardless of whether adjudication is withheld, the student will no longer be eligible to participate in interscholastic, extracurricular student activities.~~
- ~~— E. An individual home education student is eligible to participate at the public school to which the student would be assigned according to District School Board attendance area policies. The home education student must be in compliance with home education requirements.~~
- ~~— F. An individual charter school student is eligible to participate at the public school to which the student would be assigned according to the District School Board attendance area policies, in any interscholastic extracurricular activity of that school, unless such activity is provided by the student's charter school. The charter school student must meet the requirements set forth in the statute.~~
- ~~— G. An individual private school student is eligible to participate in an interscholastic or intrascholastic sport at the public middle or high school to which the student would be assigned according to the District School Board attendance area policies. The private school student must meet the requirements of the Florida High School Athletic Association, the District School Board, and State Statutes. The Superintendent shall develop procedures consistent with the Florida High School Athletic Association guidelines for such private school students' participation.~~

~~Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.~~

~~Implemented: 1006.15, 1001.32, 1001.42, F.S.~~

~~Amended: 11/25/86, 8/27/96, 8/26/97, 8/8/00, 10/14/03, 7/22/08, 1/24/2012~~

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FEBRUARY MONTHLY FACILITIES UPDATE

February 14, 2013

FACILITIES DEPARTMENT

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

VERO BEACH ELEMENTARY

Vero Beach Elementary is essentially complete, so this will be the last update on this project unless something changes.

BEACHLAND ELEMENTARY TRAFFIC

The design team is taking the revised site plan to the Planning and Zoning Board (P&Z) at the City of Vero Beach for review on February 21st. This will be the second appearance before the P&Z. Staff has taken the steps to address previous comments from members of the Board and community that should, hopefully, lead to P&Z approval.

FELLSMERE ADDITION

Bids have been assembled and a preliminary GMP has been sent to the District for our review. Once it has been reviewed, it will be presented to the Board as the Phase I GMP to get the summer portion of the project started. The City of Fellsmere is taking the joint storm water agreement to the City Council on February 21st to get their approval to begin work on the storm water retention pond. The temporary kitchen facility is being planned and will be constructed by the end of the school year so that equipment can be removed from the kitchen and placed in the temporary kitchen in preparation for the school year to begin in August. Phase I of the project will take place over the summer and will include the demolition of the Cafetorium and construction of the new parking lot and car loop.

TREASURE COAST ELEMENTARY

Detailed discussions of pricing, scope of work, and value engineering have been taking place over the last two weeks. The CMAR contract with Proctor will be presented to the Board on February 26th, and the following meeting in March should be when the GMP is presented.

OSCEOLA MAGNET

The roof is currently being installed on the Cafetorium and the walls have been coated with stucco and tied into the existing building.

The metal hard court structure has been ordered from the supplier and drawings are being prepared and should be to the District for review in a week.