

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

Indian River County District School Board
Business Meeting Agenda
April 23, 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** by Rev/Dr. Crystal Bujol, Founder and Artistic Director of the Gifford Youth Orchestra
- 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 E. Dues, Chief Master Sergeant (Ret), USAF
- IV. **ADOPTION OF AGENDA**
- V. **PRESENTATIONS**
- VI. **CITIZEN INPUT**
- VII. **CONSENT AGENDA**
 - A. Approval of Hearing Officer's Recommendation – Dr. Adams**
It is recommended that the District School Board accept the Hearing Officer's Findings of Fact, Conclusions of Law, and recommendations in regard to Hearing Number 13-105. Superintendent recommends approval.
 - B. Approval of Minutes – Dr. Adams**
 - 1. Round Table Discussion held 4/9/2013
 - 2. Business Meeting held 4/9/2013Superintendent recommends approval.
 - C. Approval of Personnel Recommendations – Ms. Roberts**
Attached is a list of personnel recommendations, which includes personnel additions, terminations, and/or changes. Superintendent recommends approval.

D. Approval of Donations – Mr. Morrison

1. Beachland Elementary School received a donation in the amount of \$1,709.28, from Square 1 Art, LLC fundraiser. The Beachland Elementary Art Program will use the funds for supplies and materials.
2. Sebastian River High School received a donation in the amount of \$2,200 from The Fellsmere Frog Leg Festival, Inc. Funds will be utilized for the Sebastian River High School boys' and girls' tennis team and the FBLA club. Superintendent recommends approval.

E. Approval of Fiscal Year 2013-2014 TRIM Planning Calendar and Budget Adoption Schedule – Mr. Morrison

As per Florida Statute 200.065, the law requires School Districts to adopt their budgets within prescribed time schedules. In order to meet those requirements, the attached dates, times, and locations for the Board Workshops; and the two public hearings are recommended for approval. Superintendent recommends approval.

F. Approval of Budget Amendments – Mr. Morrison

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

Amendment # 3 – General Fund

Superintendent recommends approval.

G. Approval of Contract Renewal with School Board of Seminole County to Provide Reimbursement Services for “School Match” Medicaid Administrative Claiming Program – Mrs. D’Albora

The attached contract renewal is to provide Medicaid reimbursement services through the Administrative Claiming portion of the “Medicaid School Match” program. The School Board of Seminole County has been successfully participating as the lead billing agent for a consortium of 52 Florida Counties in the Administrative Claiming portion of this Medicaid program since October 2001. The Agreement shall commence on July 1, 2013, and conclude on June 30, 2014. Estimated cost: \$1,586.58. There is no cost increase and the expense will be the same as the 2012-2013 school year. Superintendent recommends approval.

H. Approval of Continuation of Carl D. Perkins Postsecondary Grant – Mrs. D’Albora

The 2013-2014 Continuation Grant of Carl D. Perkins Postsecondary will allow Adult and Community Education to enhance the educational services in the Health Science Programs. The funds received from this continuation grant, \$27,212, will pay the salary for part-time nursing clinical teachers, equipment, and supplies for the Health Science Programs. No cost to the District. Superintendent recommends approval.

I. Approval of Continuation of Carl D. Perkins Continuation Grant, Secondary, Section 131 – Mrs. D’Albora

The Local Plan for Career and Technical Education Programs is for five years (2008-2013) and places an emphasis on preparation for postsecondary education and employment. The 2013-14 Carl D. Perkins continuation grant, \$149,645, will provide funds for salaries of personnel whose responsibilities include: implement career and technical education activities that are aimed at developing technical skills, provide career guidance for students, organize work-based learning, and establish liaisons between education and business partners. No cost to the District. Superintendent recommends approval.

J. Approval of Continuation of Adult Education and Family Literacy Continuation Grant for 2013-14 – Mrs. D’Albora

This continuation grant will provide the District with funds, \$242,456 that will enable us to continue, as well as expand, our efforts to provide quality literacy education to adults and to English language learners. Adult Education has collaborated with several agencies in an effort to better serve the citizens of Indian River County. The proposal contains an Adult General Education Target Form that states the number of students enrolled and shows the completion points of those students. No cost to the School District. Superintendent recommends approval.

K. Approval of a Two-Year Extension Agreement for Indian River Medical Center – Mrs. D’Albora

This extension agreement reflects a cooperative spirit between this health institution and the School Board in delivering clinical experiences to our students enrolled in Adult and Community Education Nursing Programs over the next two years beginning in July 2013 and ending July 2015. There is no cost to the District. Superintendent recommends approval.

L. Approval of Out-of-County Enrollment Agreement Renewal with Osceola County 2013-2014 – Mrs. D’Albora

Approval is requested for the continuation of the out-of-county enrollment agreement with Osceola County for the 2013-2014 school year. Twenty-eight students have been attending from Osceola County during the 2012-2013 school year. The purpose is to continue this fiscally cost-effective agreement between the sending and receiving School Districts due to road system patterns in east Osceola and west Indian River Counties. State Statute requires that the agreement be signed annually. Superintendent recommends approval.

M. Approval of the District English Language Learners Plan – Mrs. D’Albora
As per Rule 6A-6.0905, requirements for the District English Language Learners Plan, each School District shall submit a School District English Language Learner (ELL) Plan to the Department of Education describing the District’s proposed procedures and methodologies for serving ELLs and must receive the Commissioner of Education’s approval prior to program implementation. The School District’s ELL Plan shall be updated and resubmitted every three (3) years. The attached District ELL Plan will be in effect July 1, 2013, through June 30, 2016. Superintendent recommends approval.

VIII. ACTION AGENDA

A. Approval to Award Request for Proposal to Timothy Rose Contracting, Inc., for Grading and Hardscape of Athletic Fields Bid 2013-14 - Mr. Morrison

This is a Request for Proposal (RFP) to secure firm prices for site grading and hardscape at the Citrus Bowl and the athletic fields located at the Freshman Learning Center. Scope includes the removal of existing grass, drainage modifications, and re-grading the fields. Award of Item 1, including Alternates 1, 2, and 3, is recommended to Timothy Rose Contracting, Inc., as the lowest and best bidder meeting specifications, terms, and conditions. Superintendent recommends approval.

B. Approval to Amend the Treasure Coast Elementary Expansion Project Budget – Mr. Morrison

Approval is recommended to amend the budget for the Treasure Coast Elementary Expansion Project, increasing the budget by approximately \$3,000,000. The project consists of a new classroom wing, modifications to the existing concreteable classrooms, increasing the size of the current campus chiller plant, relocation of 2 playgrounds and 1 hardcourt, installation of a fire access road and all associated site work and drainage. Costs for construction, architect and engineering fees, surveys, testing, and FF&E will be in excess of \$6,400,000, leaving the current project budget with a shortfall of approximately \$3,000,000. To amend the budget for Treasure Coast, a transfer of funds will be required from existing capital projects that are as follows:

• Citrus Elementary Expansion	\$ 2,500,000
• Sebastian River High HVAC (Project Completed)	\$ 330,500
• Portable Leasing District Wide	<u>\$ 169,500</u>
Total Transfer to Treasure Coast Expansion	\$ 3,000,000

Upon Board approval of these transfers, the budget for the Treasure Coast Elementary Expansion Project will be amended from the original budget amount of \$3,500,000 to \$6,500,000. Superintendent recommends approval.

C. Approval of Guaranteed Maximum Price for Treasure Coast Elementary Expansion Project – Proctor Construction Company (2013-08) – Mr. Morrison

Approval is recommended for the Guaranteed Maximum Price (GMP) for the Treasure Coast Elementary Expansion Project (2013-08) in the amount of \$5,633,379.78. This price includes all construction costs, plus management costs with Proctor Construction Company. This project will include the construction of a new 10 classroom building, renovation of 8 existing concreteable classrooms into a single building structure in its present location on the school Campus, increasing the size of the current campus chiller plant to accommodate the new construction, miscellaneous site work and drainage for the new construction, relocation of 2 playgrounds and 1 hardcourt and a fire access road. The GMP does not include Architect fees, Engineering fee or FF&E costs associated with this project. Superintendent recommends approval.

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

Approval is recommended for release of Partial Retainage in the amount of \$455,362.74 to Proctor Construction Company for the Vero Beach Elementary School Replacement Project (#2011-07). On April 12, 2011, the Board approved the Guaranteed Maximum Price (GMP) for this project in the amount of 18,790,657.00. The total project cost to date is \$18,050,906.00. The remaining GMP balance in the amount of \$734,751.00 will be used to complete Phase III of the Vero Beach Elementary Project, which includes a paved roadway and will provide parking between Vero Beach Elementary School and Vero Beach High School. Phase III is already permitted and is a requirement for the Saint John's River Water Management District (SJRWMD) permit. The remaining retainage balance will be brought to the Board at a later date upon completion of the project for approval of Final Payment to the contractor in accordance with Florida Statute 1013.50. Superintendent recommends approval.

E. Approval of the Revised Owner/Contractor Construction Agreement (Lump Sum) – Mr. Morrison

Approval is requested for the changes/revisions to the District's Owner/Contractor Construction Agreement (Lump Sum/Hard Bid) as discussed at the School Board Workshop held on February 26, 2013. The proposed Owner/Contractor Construction Agreement is attached detailing the changes/revisions followed by the final version of the Agreement. Superintendent recommends approval.

IX. SUPERINTENDENT'S REPORT

X. DISCUSSION

A. Board Clarification of Three-Minute Public Input – Chairman Johnson

XI. SCHOOL BOARD MEMBER MATTERS – Chairman Johnson

XII. INFORMATION AGENDA

A. Monthly Facilities Report – Mr. Morrison

B. Budget Amendment – Mr. Morrison

Special Revenue Budget Amendment #1 was submitted and approved by the Board on 4/09/2013 under Consent Item E; however, several pages of the supporting documentation were inadvertently omitted from the attachment. So that you may review the missing pages, the Budget Amendment is being resubmitted in its entirety.

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>.

The Indian River County District School Board met on Tuesday, April 9, 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. Discussion opened by Chairman Johnson
Chairman Johnson announced that there would be a time certain of 3:00 p.m. for item IV, with a break at 2:50 p.m. to re-set the room.

- II. Items Placed on Agenda by Board Members – Chairman Johnson
 - A. Mr. Pegler**
 1. SMART Boards
Mr. Pegler spoke on the use of SMART Boards in the classroom. Mr. Green gave an update on the District-wide utilization, training, and future investment of technology in the classrooms.
 2. Marzano Feedback
Not discussed
 3. Rosewood Traffic
Mr. Pegler said that there was a concern regarding the street traffic at Rosewood Magnet School. Mr. Sanders, Facilities Director, ordered a Traffic Study and reported that a verbal, short-term proposal was to direct traffic onto the property, allowing cars to enter only with a right hand turn.
 4. ESE/Pre-K Workshop in the Fall
Not discussed
 5. First Reading for Adoption of Board Policy Book
Board Members discussed the timeline for the first reading. They requested a “link” to review the entire book, with ample time to read through the book before the first reading.
 - B. Mrs. Disney-Brombach**
 1. Mrs. Disney-Brombach spoke about the need to inform the parents and community on the new Common Core Curriculum. Dr. Adams talked about the three-part video that would be aired on the Education Channel, with a link on the District website. Information would also be distributed with the school newspapers. Mrs. Conley talked about the information that was included in the video series. Dr. Adams said that she would include Common Core with her discussion with the *Vero Beach Press Journal*. Dr. Adams noted that if anyone had a question on Common Core, please contact Mrs. D'Albora, Assistant Superintendent of Curriculum and Instruction.

2. Mrs. Disney-Brombach talked about the consequences of cheating. Dr. Adams said that she would place this subject on the next Round Table for further discussion.

C. Mr. McCain

Not Present

D. Chairman Johnson

1. TRIM (Truth in Millage) Calendar
Mr. Morrison distributed a copy of the proposed dates. After discussing the dates, Mr. Morrison said that he would bring the Calendar forward for Board approval.
2. Update on St. Peter's Preparatory Academy Charter School
Mr. Morrison gave an update on the status of the financial reporting and auditor's letter.

E. Ms. Jiménez

1. Calendar Committee Parameters
Ms. Jiménez asked the Board about setting parameters for Calendar Committees, including Adult Education. Board Members discussed continuing with the same parameters as last year, adding new parameters, and having another discussion, if needed, after the end of the Legislative Session.
2. Evaluations
Not discussed
3. Desegregation Order Compliance Update
Not discussed
4. Bullying Update
Not discussed
5. Disproportionate Minority Contact Workshop, Follow-up
Not discussed
6. School Board Policy regarding Workshop Agenda Contents
Not discussed

- III. Board Committee Reports – Chairman Johnson
Not given.

~~~~~Recessed at 2:50 p.m. Reconvened at 3:00 p.m.~~~~~

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

**A. Board Policy 6.141**

Mrs. Johnson asked all invited guests to introduce themselves. Dr. Adams set the standards for conduct and reviewed the agenda for the discussion. Dr. Torres-Martinez gave the history that began with Policy 6.14, to clarify the changes that occurred over time. All invited guests were given an opportunity to speak to the issue.

V. ADJOURNMENT – Chairman Johnson

With no further discussion, the session adjourned at approximately 4:11 p.m.

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The Indian River County District School Board met on Tuesday, April 9, 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. Meeting was called to order by Chairman Johnson.
- ii. Invocation was given by Pastor Diehl, Our Savior Lutheran Church
- III. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS BY: Sebastian River High School Naval Junior ROTC under the direction of Master Gunnery Sergeant James R. O'Neal, United States Marine Corp (Ret)
- IV. ADOPTION OF AGENDA  
Chairman Johnson called for a motion. Mr. Pegler moved approval of the Orders of the Day as presented. Mrs. Disney-Brombach seconded the motion and it carried unanimously, with a 5-0 vote.
- V. PRESENTATIONS
  - A. **Recognition of Student Participants in the 58<sup>th</sup> Annual State Science & Engineering Fair, March 26<sup>th</sup> – 28<sup>th</sup> in Lakeland, Florida – Mrs. Cynthia Falardeau, Executive Director of the Education Foundation**  
Nineteen students, attending schools in Indian River County, were recognized for awards they received in the areas of botany, engineering, physics, chemistry, biology, microbiology, medicine and health, zoology, and environmental sciences. The following students were special award winners:  
Seven Hall  
Evan MacKay  
Sana Shareef  
Teresa Winchester
  - B. **2013 National Merit Scholarship Finalists – Dr. Adams**  
The following students were recognized by the District School Board and Superintendent, Dr. Adams, for their academic achievements:  
Caroline Colbert – Sebastian River High School  
Meredith S. Baker - Vero Beach High School  
Thomas L. Beasley – Vero Beach High School  
Harshonnati Jain – Vero Beach High School  
William T. O'Bryan – Vero Beach High School  
Kimberly Zerega – Vero Beach High School

VI. CITIZEN INPUT

Stephanie Austin requested to speak on Common Core Standards and Data Tracking.

Janet Campbell requested to speak on Common Core.

Phyllis Frey requested to speak on Common Core.

Rosemarie B. Wilson requested to speak on Common Core and Seven/50.

Chairman Johnson stated for the record that the District School Board did not take a position on Seven/50.

Dr. Adams stated for the record that Common Core began in 2010 with the Race to the Top Federal funding initiative. Eligibility for the funds required that the State of Florida participate in the Common Core. Dr. Adams stated that the District wanted the community to understand how Common Core would be implemented. She stated that they were working on a three-part, video series to be televised on the Education Channel and to be linked to our District website. Dr. Adams asked that if anyone had a question pertaining to Common Core to please contact Mrs. D'Albora, Assistant Superintendent of Curriculum and Instruction.

Susan Mehiel requested to speak on LIIS System and Date and Curriculum.

Elizabeth Cannon requested to speak on contract negotiations.

Joan DeMelio requested to speak on contract negotiations.

Veronica Richardson requested to speak on negotiations.

Chris Rogers requested to speak on topic number 4.

Jorge Lugo requested to speak on e-mail from Dr. Adams.

Diane Lott requested to speak on responding to proposal.

Luke A. Flynt requested to speak on VAM.

Chris Beals requested to speak on Arithmetic and Insurance Premiums.

VII. CONSENT AGENDA

Ms. Jiménez spoke to Consent K. Board Members voted unanimously in favor of the Consent Agenda, with a 5-0 vote.

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

Deleted

**B. Approval of Minutes – Dr. Adams**

1. 2014 Technology Plan Workshop held 3/12/2013

2. Regular Business Meeting held 3/12/2013

3. Special Meeting held 3/19/2013

4. District School Board Policies Discussion held 3/19/2013

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. Osceola Magnet School received donations totaling the amount of \$2,100 from the Mardy Fish Foundation. The funds would be used for various afterschool activities at Osceola Magnet School.
2. Beachland Elementary School received a donation in the amount of \$1,600 from the Mardy Fish Foundation. The funds would be used to sponsor Mardy Fish Foundation Clubs at Beachland Elementary School.
3. Vero Beach High School received a donation in the amount of \$1,000 from the Richard R. Paultz Lifelong Learning Foundation. The funds would be used to benefit the Vero Beach High School orchestra program.
4. Liberty Magnet School received a donation in the amount of \$3,441.79 from the Liberty Magnet Elementary School PTA. The funds would be used for supplies for each grade level. A donation in the amount of \$1,000 was received from the Mardy Fish Foundation. The funds would be utilized for afterschool enrichment for Liberty Magnet School students.
5. Pelican Elementary School received a donation in the amount of \$1,080 from the Mardy Fish Foundation. The funds would be used for the afterschool programs at Pelican Island Elementary School.

Superintendent recommends approval.

**E. Approval of Budget Amendments – Mr. Morrison**

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

Amendment # 1 – Special Revenue – Other

Amendment #1 – Capital Revenue

Superintendent recommended approval.

**F. Approval of North County Charter School Renewal Application - Mrs. D'Albora**

The Board of Directors of North County Charter submitted a renewal application request. North County Charter School was a High Performing school that would serve pre-kindergarten through fifth grade students. Their projected enrollment would be an increase of 122 students, from 232 to 354 and an additional 54 pre-kindergarten students totaling to 408 students. Once the renewal application request had been approved by the School Board, the next step would be for the North County Charter School to negotiate their 15-year (July 1, 2013 to June 30, 2028) renewal contract with the School District of Indian River County, utilizing the Department of Education Florida Model Contract format. Superintendent recommended approval.

**G. Approval of Amendment to Charter School Contracts - Mrs. D'Albora**

The Board of Directors of North County Charter, Sebastian Charter Junior High School, Imagine School, and Indian River Charter High School submitted requests for amendments to their contracts to change their Monthly Financial Statement submittal date. St. Peter's Preparatory Academy elected to opt out of changing their monthly, financial statement submittal date. The

- four schools requested that the sponsor receive the financial statements by the 30th of each month. Superintendent recommended approval.
- H. Approval of Services Agreement for Technology Consultant - Mrs. D'Albora**  
Greg MacDonald, Technology Consultant, developed web applications, designs programs, and created computerized forms for Exceptional Education and Student Services; and provided training for staff. Estimated cost for the remainder of the school year was \$6,000. Superintendent recommended approval.
- I. Approval of Agreement for Act Retirement-Life Communities, Inc. dba Indian River Estates – Mrs. D'Albora**  
This amended agreement stated two additional requirements that the students must successfully pass in order to perform clinicals at this facility. The original agreement was passed by the School Board on January 22, 2013, and was signed by ACTS Retirement-Life Communities on February 18, 2013. The cost would be paid by the students. There was no cost to the District. Superintendent recommended approval.
- J. Approval of the 2013-14 Adult and Community Education Calendar – Mrs. D'Albora**  
In accordance with School Board Policy #6.17, the Administrator of Adult Education shall submit a school calendar for the Adult Education Program to the District School Board annually. No cost to the District. Superintendent recommended approval.
- K. Approval of Career Pathways, Articulation Agreements with Indian River State College – Mrs. D'Albora**  
Two articulation agreements, Commercial Photography and Criminal Justice Operations, were developed between the School District and Indian River State College (IRSC) for all secondary career/technical programs taught in the high schools of Indian River County. High school graduates were awarded articulation credits upon initial registration at IRSC, based on demonstrated competencies subject to validation by the secondary institution. No cost to the District. Superintendent recommended approval.
- L. Approval of Universal Design for Learning through Technology for Students with Disabilities Grant - Mrs. D'Albora**  
The School District of Indian River County was the recipient of a \$50,000 technology grant for the 2013-2014 school year. This award was funded by the Florida Developmental Disabilities Council. The funds would be used for engineering learning environments and incorporating principles of Universal Design for Learning (UDL). Our mission for the project was to include increasing numbers of elementary, middle, and high school students, with significant cognitive disabilities and/or physical disabilities to benefit from education in an inclusive setting, accessing common core standards/connectors with the utilization of Smart Board Technology. Superintendent recommended approval.

VIII. ACTION AGENDA

**A. Approval of End-of-Course (EOC) Boot Camp to be added to the 2013 Summer School Schedule – Mrs. D’Albora**

The 2013 Summer School Schedule was amended to add an additional program, an EOC Boot Camp, and was presented for Board approval. The attachments included information on the budget and curriculum to be used for the program, two separate pages; the Boot Camp was an optional opportunity for students to be remediated before the EOC retakes in August 2013. The camp would be funded with Secondary Remediation funds. The costs were estimated based on anticipated student participation. The Superintendent recommended approval.

Mrs. Disney-Brombach moved approval of the End-of-Course (EOC) Boot Camp to be added to the 2013 Summer School Schedule. Mr. Pegler seconded the motion and it carried unanimously, with a 5-0 vote.

IX. SUPERINTENDENT’S REPORT

Dr. Adams talked about the Red, White, and Blue Concert; the Vero Beach Elementary School Garden Celebration; the Education Foundation event, and the Fellsmere community who attended the Moonshot Moment reading, stretch goal event.

X. DISCUSSION

Ms. Jiménez spoke in reference to the discussion at the Round Table regarding School Board Policy 6.141. Dr. Adams said that she would prepare a “draft”.

Ms. Jiménez talked about following up on the disproportionate minority discipline and arrests report. After discussing the issue, the Board agreed that they would prioritize all Board issues.

Chairman Johnson spoke in reference to the Communication Workers of America’s health insurance premiums.

Mrs. Disney-Brombach talked about the District’s contract for liability insurance.

XI. SCHOOL BOARD MEMBER MATTERS – Chairman Johnson

Mrs. Disney-Brombach reported on legislative session and an upcoming meeting with the Commissioner in Tallahassee.

Mr. Pegler attended a Literacy event. He mentioned the fact that some parents were unable to assist their child with their reading homework. He congratulated Mrs. Disney-Brombach for being a nominee for the Florida School Boards Association’s President-Elect.

Ms. Jiménez attended the Vero Beach Elementary Garden event. She mentioned the Sebastian River High School art display, the next Parent Academy on April 23, and the Common Core facts.

XII. INFORMATION AGENDA

**A. Financial Report for Month ending February 28, 2013 - Mr. Morrison**

Attached was the Financial Report for the month ending February 28, 2013

XIII. SUPERINTENDENT'S CLOSING

Dr. Adams spoke of the Learning Alliance event and the generosity of the community. She said that the District was waiting for the final word on this year's Legislative Session and how their action would affect School Districts.

XIV. ADJOURNMENT – Chairman Johnson

With no further business, the meeting adjourned at approximately 7:49 p.m.

CONSENT AGENDA 4/23/13

**Personnel Recommendations**

1. Instructional Changes
2. Instructional Leaves  
Acosta, Heather – SRHS, 4/1/13-4/14/13  
Balint, Claudia – Osceola Magnet, extend to 5/13/13 - 6/7/13  
**Beauregard, Elizabeth – Treasure Coast, change to 4/18/13-6/7/13**  
Bella, Natalie – Pelican Island, 3/11/13-~~4/24/13~~ 6/7/13  
Franco, Joey – VBHS, extend to 4/7/13-5/26/13  
Louis, Kimya – VBHS, 4/29/13-6/7/13  
Turner, Tammy – FLC, 4/12/13-4/28/13
3. Instructional Promotions
4. Instructional Transfers
5. Instructional Separations  
**Brown, Jacqueline – Adult Education, retirement 6/7/13, pending FRS attestation**  
Jackson, Maria – Liberty Magnet, retirement, exiting DROP 6/7/13  
Kirk, Aida – SRMS, retirement, exiting DROP 6/7/13  
**Knisely, Robert – Oslo Middle, retirement, exiting DROP 6/7/13**  
Moorehead, Virginia – Curriculum and Instruction, retirement, exiting DROP 6/28/13  
**Smith, Brenda – Glendale, resignation 6/7/13**  
**Smith, George – Beachland, resignation 6/7/13**  
Smith, Mary Denise – Citrus, resignation 5/22/13  
Thompson, Kathy – Gifford Middle, retirement, exiting DROP 6/7/13
6. Instructional Employment  
Cummings, Jeremy – VBHS, Assistant Track Coach, supplement only 4/24/13  
**Leonard, Anna – Substitute Teacher 4/24/13**  
**Savoie-Guerra, Valerie – Substitute Teacher 4/24/13**  
Teel, Emily – Substitute Teacher 4/24/13
7. Support Staff Changes  
Jordan, Tiffany – Oslo Middle, change start date from 2/4/13 to 4/2/13  
Nason, Ann – SRMS, change retirement date to ~~5/3/13~~ 4/17/13, pending FRS attestation  
**Shelly, Willie – Gifford Middle, from .53 to 1.0 Custodian 4/22/13**
8. Support Staff Leaves  
Criss, Patti – Beachland, 4/1/13-4/19/13  
McFolley, Erna – Transportation, 3/24/13-4/8/13  
**Penny, Carline – Storm Grove Middle, 4/19/13-6/3/13**

9. Support Staff Promotions  
**Holmes, Yvette – VBE, from Secretary I to Administrative Assistant 6/3/13**  
**Power, Vincent – from SRHS Social Studies Teacher to I.T. Application Support Specialist 4/24/13**
10. Support Staff Transfers  
 McNamara, Doris – transfer from Wabasso ESE Teacher Assistant to Sebastian Elementary ESE Teacher Assistant 2/19/13  
**Murano, Brian – transfer from Gifford Middle Custodian to Sebastian Elementary Custodian 4/22/13**
11. Support Staff Separations  
 Bell, Evelyn – Dodgertown, retirement 5/31/13, pending FRS attestation  
 Conner, Helen – SRHS, retirement 6/6/13, pending FRS attestation  
 De Luca, Frank – Liberty Magnet, retirement 6/28/13, pending FRS attestation  
 Garcon, Antonio – Beachland, resignation 4/26/13  
 Junker, Jean – Sebastian Elementary, retirement, entering DROP 5/1/13 and exiting DROP 9/30/13  
 Khail, Beth – I.T., retirement, exiting DROP 6/28/13  
 Khail, Jan Christopher – Transportation, retirement, exiting DROP 6/28/13  
 Lawson, Kay – Gifford Middle, resignation 6/6/13  
 Lopez, Victoria – Highlands, retirement 7/12/13, pending FRS attestation
12. Support Staff Employment  
 Barlatier, Filbert – Transportation, Bus Driver 4/24/13  
**Johnson, Joy – Liberty Magnet, Student Monitor 4/24/13**  
 Rooks, Tiffany – Student Services, Health Coordinator 4/24/13  
**Thompson, Dorcel – Substitute Food Service Worker 4/22/13**  
 Vold, Monaweka – Substitute Clerical Worker and Substitute Teacher Assistant 4/9/13  
**Wilson, Leon – Transportation, Bus Driver 4/24/13**
13. Administrative Separations
14. Administrative Employment
15. The following employees are recommended for the 2013 Summer School Program:

High School Credit Recovery Program  
 SRHS

Teacher  
 Alternate Teacher

Terri Amy  
 Jerry Gollither

Wabasso School

Teacher Assistant

Brittany Boineau

Title I Math and Science Program

Citrus

Teacher

Sandy Sarus

District Wide

Teacher

Teresa Rockwood

ESE Program

VBE

Teacher Assistant

Terri Finethy

Substitute Teacher Assistant

Judy Jones

Food Service Programs

Food Service Dept.

Manager

Traci Simonton

Worker

Nancy Boell

Manager

Arline Brege

VBHS

Manager

David Simonton

Manager

Michael Williams

Worker

Debbie Johnson

Anita Lewis

Sharntay Bryant

Lisa Daugherty

Glenda Scott

Etilda Clarke

Laporsche Mills

Grace Schaffer

Wanda Shaw

Ellen Trampus

Lacey Johns

Eric Perez

Lucille Shuren (June only)

Lena Clark

Helen Ausby

Charlene Ausby

Vickie Zita

Sharon Stankewicz

Michael Williams

Ashley Ausby

SRHS

Manager

Natarsha Pressley

**Manager  
Worker**

**Betty Doty  
Mary Phillips  
Irma Montgomery  
Eileen Pollacek  
Patricia Liguori  
Kimberly Newborn  
Lori Cleare  
Stacey Suydam  
Joseph Susino  
Larry Montgomery  
Margaret Rich  
Jennifer Bonner  
Brittnia Bryant**

**SRHS/Wabasso  
Worker**

**Carol Dimascio**



# 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

April 9, 2013

{To}: School Board Members

{From}: Caroline Barker, Principal

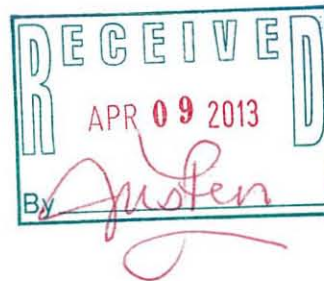
Regarding: Beachland Art Program

Beachland Elementary received \$1,709.28 from Square 1 Art, LLC fundraiser. These funds are allocated to BES Art Program for supplies and material and were deposited into Beachland's Internal accounts.



Caroline Barker, Principal

CB/br



# SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

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

Date : April 8, 2013  
To : School Board Members  
From : Todd Racine, Principal  
Sebastian River High School  
Regarding: Donation

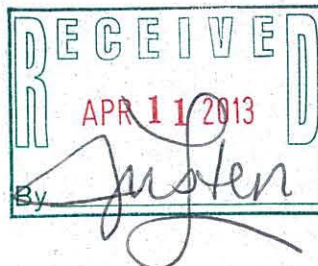
A donation of \$1,100.00 was received from The Fellsmere Frog Leg Festival, Inc, The funds were donated to Sebastian River High School's boys and girls tennis team.

The funds will be used for purchasing non essential needs for the tennis program. These funds were deposited into Sebastian River High school's internal funds account, titled boys and girls tennis.

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 : April 8, 2013  
To : School Board Members  
From : Todd Racine, Principal  
Sebastian River High School  
Regarding: Donation

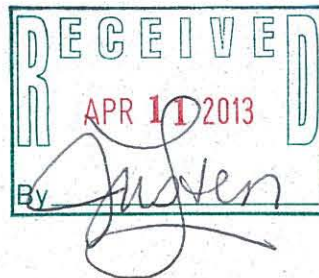
A donation of \$1,100.00 was received from The Fellsmere Frog Leg Festival, Inc, The funds were donated to Sebastian River High FBLA club.

The funds will be used for travel, awards and supplies. These funds were deposited into Sebastian River High school's internal funds account, FBLA.

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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**Proposed 2013-2014 Budget Planning Calendar**  
**Indian River County School Board Workshops & Public Hearings**

| <b><u>Date</u></b>          | <b><u>Time</u></b> | <b><u>Description</u></b> | <b><u>TRIM Calendar item</u></b>                                                                               |
|-----------------------------|--------------------|---------------------------|----------------------------------------------------------------------------------------------------------------|
| May 9, 2013 (Thursday)      | 1:00pm             | Work Session              | 2013/2014 Board Budget Priorities                                                                              |
| May 14, 2013 (Tuesday)      | 3:00pm             | Roundtable                | Review of the 2013/2014 Final Legislative Conference Report                                                    |
| June 25, 2013 (Tuesday)     | 9:00am             | Workshop                  | Workshop on the 2013/2014 Preliminary Budget and Millage Levy                                                  |
| June 25, 2013 (Tuesday)     | 1:00pm             | Workshop                  | Review of the Five Year Capital Outlay Plan                                                                    |
| July 23, 2013 (Tuesday)     | 6:00pm             | Board Business Meeting    | School Board Approval to advertise the Tentative Budget and Proposed Millage Levy                              |
| July 27, 2013 (Saturday)    |                    |                           | Advertisement appears in newspaper                                                                             |
| August 1, 2013 (Thursday)   | 5:01pm             | Public Hearing            | First Public Hearing on the 2013/2014 Tentative Budget and Proposed Millage Levy                               |
| August 2, 2013 (Friday)     |                    |                           | Notify Property Appraiser (TRIM Deadline is August 4)                                                          |
| September 9, 2013 (Monday)  | 5:01pm             | Public Hearing            | Final Public Hearing on the 2013/2014 Budget and Proposed Millage Levy                                         |
| September 30, 2013 (Monday) |                    |                           | Submit Certification of Compliance to Property Tax Oversight Program (TRIM deadline is 30 days after adoption) |

All business meetings and public hearings are scheduled to be held in the Teacher Education Center (TEC) located in the J. A. Thompson Administrative Center at 1990 25th Street, Vero Beach.

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**FLORIDA DEPARTMENT OF EDUCATION  
FINANCIAL MANAGEMENT SECTION  
AMENDMENT TO DISTRICT SCHOOL BUDGET**

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
Amendment # 3 - February 2013  
General Fund**

| <b>ESTIMATED REVENUE</b>           |          |                |            |            |                |
|------------------------------------|----------|----------------|------------|------------|----------------|
|                                    | Function | Current Budget | Increase   | Decrease   | Final Budget   |
| <b>Grand Totals</b>                |          | 143,778,523.29 | 159,842.12 | 0.00       | 143,938,365.41 |
| Federal Direct Sources             | 3100     | 100,000.00     | 0.00       | 0.00       | 100,000.00     |
| Federal Through State Sources      | 3200     | 195,084.00     | 0.00       | 0.00       | 195,084.00     |
| State Sources                      | 3300     | 35,911,806.66  | 145,831.00 | 0.00       | 36,057,637.66  |
| Local Sources                      | 3400     | 87,052,868.98  | 14,011.12  | 0.00       | 87,066,880.10  |
| Transfers                          | 3600     | 4,100,136.00   | 0.00       | 0.00       | 4,100,136.00   |
| Other Financing Sources            | 3700     | 131,007.91     | 0.00       | 0.00       | 131,007.91     |
| Fund Equity                        | 2700     | 16,287,619.74  | 0.00       | 0.00       | 16,287,619.74  |
| <b>APPROPRIATIONS</b>              |          |                |            |            |                |
|                                    | Function | Current Budget | Increase   | Decrease   | Revised Budget |
| Instructional Services             | 5000     | 82,094,749.10  | 478,519.52 | 0.00       | 82,573,268.62  |
| Pupil Personnel Services           | 6100     | 3,567,673.71   | 3,332.93   | 0.00       | 3,571,006.64   |
| Instructional Media Services       | 6200     | 1,885,800.01   | 0.00       | 17,075.63  | 1,868,724.38   |
| Instructional Curriculum           | 6300     | 2,810,072.65   | 356.00     | 0.00       | 2,810,428.65   |
| Instructional Staff Training       | 6400     | 1,060,995.27   | 187.84     | 0.00       | 1,061,183.11   |
| Instructional Related Technology   | 6500     | 851,540.85     | 0.00       | 1,387.00   | 850,153.85     |
| Board of Education                 | 7100     | 884,493.17     | 0.00       | 0.00       | 884,493.17     |
| General Administration             | 7200     | 483,100.05     | 3,300.00   | 0.00       | 486,400.05     |
| School Administration              | 7300     | 7,548,575.30   | 3,212.53   | 0.00       | 7,551,787.83   |
| Facilities Acquisition and         | 7400     | 797,139.60     | 0.00       | 0.00       | 797,139.60     |
| Fiscal Services                    | 7500     | 1,942,247.29   | 0.00       | 53,676.08  | 1,888,571.21   |
| Food Services                      | 7600     | 0.00           | 0.00       | 0.00       | 0.00           |
| Central Services                   | 7700     | 2,060,120.26   | 587.00     | 0.00       | 2,060,707.26   |
| Transportation Services            | 7800     | 5,755,061.67   | 5,913.98   | 0.00       | 5,760,975.65   |
| Operation Services                 | 7900     | 13,021,854.55  | 6,950.02   | 0.00       | 13,028,804.57  |
| Maintenance Services               | 8100     | 3,063,383.77   | 1,195.00   | 0.00       | 3,064,578.77   |
| Administrative Technology Services | 8200     | 2,171,434.56   | 0.00       | 0.00       | 2,171,434.56   |
| Community Services                 | 9100     | 200.00         | 0.00       | 0.00       | 200.00         |
| Debt Services                      | 9200     | 255,000.00     | 0.00       | 39,636.99  | 215,363.01     |
| Transfers                          | 9700     | 0.00           | 0.00       | 0.00       | 0.00           |
| Budgeted Fund Balance              |          | 13,525,081.48  | 0.00       | 231,937.00 | 13,293,144.48  |
| <b>Grand Totals</b>                |          | 143,778,523.29 | 503,554.82 | 343,712.70 | 143,938,365.41 |

Adopted By Board: April 23, 2013

\_\_\_\_\_  
District Superintendent's Signature

**School District of Indian River County  
General Fund Budget Amendment  
February 2013**

**General Fund - Amendment # 3**

**ESTIMATED REVENUES**

Total estimated revenues increased by \$159,842.12 for the month of February 2013

**Object Code 3300 - State Sources:**

\$ (294,134.00) - Decrease estimated revenue budget for the FEFP 3rd calculation adjustment  
\$ 62,197.00 - Increase estimated revenue budget for Class Size Reduction FEFP funding  
\$ 377,768.00 - Decrease estimated revenue budget for School Recognition Funds  
\$ 145,831.00

**Object Code 3400 - Local Sources:**

\$ 14,011.12 - Increase estimated revenue budget for collection of internal accounts reimbursement - Various Schools  
\$ 14,011.12

**APPROPRIATIONS**

Changes in the Appropriations budget changes are reflected as follows:

377,768.00 - Increase appropriations budget for School Recognition Bonuses  
\$ 14,011.12 - Increase appropriations budget for collection of internal accounts reimbursement - Various Schools  
\$ 391,779.12 Net increase in appropriations budget

**BUDGETED FUND BALANCE:**

Budgeted Fund Balance decreased by \$231,937.00 during the month of February due to the 3rd calculation adjustment for FEFP and Class Size Amendment funds



# AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 1st day of July, 2013, by and between

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

(hereinafter referred to as "SBIRC"),

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

1990 25<sup>th</sup> Street, Vero Beach, Florida 32960

and

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

(hereinafter referred to as SBSC),

whose principal place of business is

400 East Lake Mary Boulevard, Sanford, Florida, 32773.

**WHEREAS**, both School Boards have a common and concurrent interest in providing data and sharing statistics for the purpose of being reimbursed for Medicaid Administrative Claiming activities.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to establish and maintain a process to determine statistically valid time sample results with approved staff as a function of the Medicaid Administrative Claiming reimbursement process. Both School Boards shall be subject to the following terms:

## ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement shall commence on July 1, 2013 and conclude on June 30, 2014, unless terminated as provided herein.

2.02 **Responsibilities of SBIRC.**

- 2.02.1 Provide a pool of employee names who are eligible to be sampled based upon selected job codes whose incumbents have the potential to engage in Administrative Claiming Activities. Only certain staff positions are to be included in the time study process upon mutual concurrence among all parties participating in this agreement and upon the review and approval of AHCA.
- 2.02.2 Distribute and collect random moment sample forms, as provided by SBSC during four fiscal quarters in the school year.
- 2.02.3 Code the status of each observation form to effectively and accurately record the performance of school district personnel activities as delineated in the Medicaid School District Administrative Claiming Guide.
- 2.02.4 Provide periodic training to SBIRC employees who will be responsible for coding the quarterly activities of district personnel delineated on the sample forms. Only trained district coders will be authorized to participate in the program.
- 2.02.5 Send quarterly sample forms to SBSC for activity calculations
- 2.02.6 Pay the SBSC prorated actual and reasonable costs among all districts participating based upon the percent of ESE FTE appropriated during the 2010-2011 school year. Your charge for the 2013-2014 fiscal year will be \$ 1,586.58 which will include the cost of office operations and the cost for clerical and administrative processing, consultation and technical assistance during the contract period. The above reference amount may be payable in equal quarterly installments or in one annual payment. This cost will be reviewed annually.
- 2.02.7 SBIRC shall maintain and be able to produce requested records and materials for Agency for Health Care Administration audits.
- 2.02.8 Any recoupment of funds due to an audit exception, deferral or denial deemed appropriate by the Agency for Health Care Administration (AHCA) will be the responsibility of the SBIRC, even after withdrawal from the program.

2.03 **Responsibilities of SBSC**

- 2.03.1 Pursuant to this agreement, SBSC will be acting solely as a data manager and data processor for SBIRC.
- 2.03.2 Annually collect school district calendars and scheduled work hours from SBIRC.
- 2.03.3 Quarterly collect personnel rosters from SBIRC and perform data entry relative to creating a sample pool of individuals.
- 2.03.4 Quarterly generate, package and mail the prorated share of random moment sample forms to SBIRC.



2.03.5 Quarterly review all returned sample forms for completion. One hundred percent of all forms will be reviewed for the purposes of quality control. In instances where there is a disagreement on the coding of a particular sample form by the district coder, AHCA will be contacted to ensure the consistency of activity selection.

2.03.6 Quarterly calculate all the data generated from scanning and return the statistics to all participating districts for individual claim generation.

2.04 **Mutual Agreements**

Independent contractors: SBSC and SBIRC are independent contractors. Nothing contained herein shall constitute or designate either party's employees or agents as agents or employees of the other party. Each party remains solely responsible for its own cost report and claim that will be submitted to the Agency for Health Care Administration (AHCA).

2.05 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

**ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **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, age, religion, color, gender, national origin, marital status, or disability.

3.04 **Termination.** This Agreement may be canceled with or without cause by SBIRC during the term hereof one-quarter's prior written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Nineteenth Judicial Circuit of Indian River County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.



3.13 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBIRC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBIRC under the terms of this Agreement are reasonably susceptible of being performed in Indian River County, Florida and shall be payable and performable in Indian River County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBIRC: Superintendent of Schools  
The School Board of Indian River County, Florida  
1990 25<sup>th</sup> Street  
Vero Beach, Florida 32960

With a Copy to: Dr. Michael Ferrentino  
The School Board of Indian River County, Florida  
1990 25<sup>th</sup> Street  
Vero Beach, Florida 32960

To SBSC Superintendent of Schools  
The School Board of Seminole County, Florida  
400 East Lake Mary Boulevard  
Sanford, Florida 32773

With a Copy to: Ida Mazar  
The School Board of Seminole County, Florida  
400 East Lake Mary Boulevard  
Sanford, Florida 32773

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBIRC under this Agreement agrees to promptly notify SBIRC of any funds erroneously received from SBIRC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBIRC with interest calculated from the date of the erroneous payment or overpayment is noticed to the School Board of Seminole County Public Schools subject to confirmation of the overpayment by both parties. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBIRC.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBIRC**

(Corporate Seal)

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

By \_\_\_\_\_  
School Board Chair

ATTEST:

\_\_\_\_\_  
Superintendent of Schools

Approved as to Form:

\_\_\_\_\_  
School Board Attorney

**FOR SBSC**

(Corporate Seal)

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

By

*Karen Almond*  
\_\_\_\_\_  
Karen Almond, Chairman

ATTEST:

*Walt Griffin*  
\_\_\_\_\_  
Walt Griffin, Superintendent of Schools

*J. Malson*  
\_\_\_\_\_  
Witness

*J. [Signature]*  
\_\_\_\_\_  
Witness

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**FLORIDA DEPARTMENT OF EDUCATION**  
**Project Application**

TAPS Number  
14B005

**Please return to:**

Florida Department of Education  
Bureau of Grants Management  
Room 325B Turlington Building  
325 West Gaines Street  
Tallahassee, Florida 32399-0400  
Telephone: (850) 245-0498

**Program Name:**

**Carl D. Perkins  
Postsecondary, Section 132  
Entitlement  
Fiscal Year 2013-2014**

**DOE USE ONLY**

Date Received

**B) Name and Address of Eligible Applicant:**

School District of Indian River County  
Adult and Community Education  
1990 25th Street  
Vero Beach, FL 32960

**Project Number (DOE Assigned)**

**C) Total Funds Requested:**

\$27,212

**DOE USE ONLY**

**Total Approved Project:**

**D)**

Contact Name:  
Ruth Shaw

Telephone Number:  
772-564-4995

Fax Number:  
772-564-4977

**Applicant Contact Information**

Mailing Address:  
1426 19<sup>th</sup> Street  
Vero Beach, FL 32960  
SunCom Number:

E-mail Address:  
Ruth.shaw@indianriverschools.org

**CERTIFICATION**

I, Frances J. Adams, do hereby certify that all facts, figures, and representations made in this application are true, correct, and consistent with the statement of general assurances and specific programmatic assurances for this project. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

E)

\_\_\_\_\_  
Signature of Agency Head

DOE 100A  
Revised January 2013



Project Number: **(DOE USE ONLY)**

**FLORIDA DEPARTMENT OF EDUCATION  
Budget Narrative Form**

Consortiums meeting the requirements in Section 131 (f) (1) (2) of the Act must submit a separate Budget Narrative Form for each participating member.

| (1)<br>FUNCTION | (2)<br>OBJECT | (3)<br>ACCOUNT TITLE AND NARRATIVE                                                                                                                                                                                                                                              | (4)<br>FTE<br>POSITION | (5)<br>AMOUNT   |
|-----------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------|
| 5300            | 120           | Salary for Nursing Clinical Instructors (\$30/hour x 450 hours); Required Use of Funds 1,2,3,6,7,9; Perkins IV Performance Measures 1A1,2A1,3A1,4A1,5A2                                                                                                                         | .25                    | \$ 13,500       |
| 5300            | 220           | FICA 7.65% for part-time Nursing Clinical Instructors; Required Use of Funds 1,2,3,6,7,9; Perkins IV Performance Measures 1A1,2A1,3A1,4A1,5A2                                                                                                                                   | .25                    | \$ 1,033        |
| 5300            | 240           | Workers Compensation and Medicare 3.45% for part-time Nursing Clinical Instructors; Required Use of Funds 1,2,3,6,7,9; Perkins IV Performance Measures 1A1,2A1,3A1,4A1,5A2                                                                                                      | .25                    | \$ 466          |
| 5300            | 210           | FRS 4.91% for part-time Nursing Clinical Instructors; Required Use of Funds 1,2,3,6,7,9; Perkins IV Performance Measures 1A1,2A1,3A1,4A1,5A2                                                                                                                                    | .25                    | \$ 663          |
| 5300            | 641           | Human Skeleton for Pharmacy Technician Program; Required Use of Funds 1,2,3,4,7,9; Perkins IV Performance Measures 1A1,2A1 3A1                                                                                                                                                  |                        | \$ 475          |
| 5300            | 510           | Supplies for Medical Assisting and Pharmacy Technician Programs: Syringes, Needles, Paper, Thermometers, Latex Gloves, Bandages, Sutures, EKG Tabs, Vac Tubes; Required Use of Funds 1,2,3,6,7,9; Permissive Use of Funds 7,9,12; Perkins IV Performance Measures 1A1, 2A1, 4A1 |                        | \$ 1,999        |
| 5300            | 730           | Tuition—Fees and textbooks through 6/30/14 for non-traditional and special population students enrolled in CTE programs and renewal fee for Professional Medical Coding Curriculum; Permitted Use of Funds 16, 20; Required Use of Funds 7, 8, 9; Performance Measures 5A1, 5A2 |                        | \$ 7,739        |
| 7200            | 790           | Indirect cost fee 5% (Non-equipment)                                                                                                                                                                                                                                            |                        | \$ 1,337        |
|                 |               |                                                                                                                                                                                                                                                                                 | <b>C) TOTAL</b>        | <b>\$27,212</b> |



**Division of Career and Adult Education**

**PROJECTED EQUIPMENT PURCHASES FORM**

Equipment projected to be purchased with funds from this grant **must** be submitted on this form **or** in a format that contains the information appearing on this form.

**A) Indian River County School District**  
Name of Eligible Recipient

**TAPS Number**  
**14B005**

**B)** \_\_\_\_\_  
Project Number (**DOE USE ONLY**)

Agencies are accountable for all equipment purchased using grant funds including those below the agencies threshold.

**PROJECTED EQUIPMENT PURCHASES**  
(Cells will expand when text is typed.)

| ITEM # | FUNCTION CODE | OBJECT CODE | ACCOUNT TITLE                    | DESCRIPTION                                   | SCHOOL / PROGRAM                                         | NUMBER OF ITEMS | ITEM COST (\$) | TOTAL AMOUNT (\$) |
|--------|---------------|-------------|----------------------------------|-----------------------------------------------|----------------------------------------------------------|-----------------|----------------|-------------------|
|        | A             | B           | C                                | D                                             | E                                                        | F               | G              | H                 |
| 1      | 5300          | 6410        | Furniture, Fixture and Equipment | Human Skeleton "Smart Sam" on a hanging stand | Adult and Community Education School/Pharmacy Technician | 1               | \$475.00       | \$475.00          |
| 2      |               |             |                                  |                                               |                                                          |                 |                |                   |
| 3      |               |             |                                  |                                               |                                                          |                 |                |                   |

**Inventory Guidelines**

The following elements are required on the inventory of all equipment purchased.

EDGAR 80.32(d)(1): Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

State Requirements for inventory elements are located in Rule 69I-72.003, Florida Administrative Code, Recording of Property.

Does the agency's inventory system contain all required federal and state elements listed above? Yes xx No

**Self-Evaluation Form**  
**Carl D. Perkins Career and Technical Education, Postsecondary**

**Projects recommended for FY 2013-2014 continuation funding must show successful performance accomplishments during the 2012-13 project year. Any shortfalls or negative answers must be explained.**

Eligible Recipient name: Indian River County School District

Grant Project # for 2012-13: 562-1613A-3CP01 Form prepared by (name and title): Ruth Shaw, Coordinator

Perkins Grant Lead Contact (name and title): Ruth Shaw, Coordinator Email: ruth.shaw@indianriverschools.org

Agency staff designated to submit student data through the online databases:  
 (Name and title): Kevin Williams, System Analyst Email: kevin.williams@indianriverschools.org

**Cells will expand when text is typed.**

| <b>Evaluation of FY 2012-13 Project</b>                                                                                                                                     | <input checked="" type="checkbox"/><br><b>YES</b> | <input checked="" type="checkbox"/><br><b>NO</b> | <b>If NO, recipient must adequately explain any changes.</b><br>Use 12-point font and single spacing. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| a) Are grant expenditures directly related to and proportionate with performance outcomes achieved in 2011-2012?                                                            | x                                                 |                                                  |                                                                                                       |
| b) Has local Perkins IV most recent available performance data (2010-2011) been reviewed for accuracy?                                                                      | x                                                 |                                                  |                                                                                                       |
| c) Has the eligible recipient attended the annual statewide data reports workshop and/or MISATFOR/WEDDAC meetings hosted by FLDOE?                                          | x                                                 |                                                  |                                                                                                       |
| d) Has the eligible recipient accessed a copy of the Quality Assurance Policies, Procedures, and Protocols developed by the Division of Career and Adult Education?         | x                                                 |                                                  |                                                                                                       |
| e) Does eligible recipient understand and continue to meet the programmatic requirements for size, scope, and quality to achieve continuous improvement?                    | x                                                 |                                                  |                                                                                                       |
| f) Has the eligible recipient participated in career and technical education bi-monthly conference calls with the Chancellor of the Division of Career and Adult Education? | x                                                 |                                                  |                                                                                                       |

| Evaluation of FY 2012-13 Project                                                                                                                                                                    | ✓<br>YES | ✓<br>NO | If NO, recipient must adequately explain any changes.<br>Use 12-point font and single spacing. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|------------------------------------------------------------------------------------------------|
| g) Has the eligible recipient received regular electronic communication from the Chancellor of Division of Career and Adult Education regarding issues related to the administration of Perkins IV? |          |         |                                                                                                |
| Are the following <b>9 Required Use of Funds (statutory considerations for compliance)</b> still in place according to the original local application (2008-2009) and any approved amendments?      |          |         |                                                                                                |
| 1. Integration of Academic and Career and Technical Education                                                                                                                                       | x        |         |                                                                                                |
| 2. Secondary and postsecondary linkages through Programs of Study                                                                                                                                   | x        |         |                                                                                                |
| 3. Providing strong experience in and understanding of all aspects of industry                                                                                                                      | x        |         |                                                                                                |
| 4. Use of technology in career and technical education                                                                                                                                              | x        |         |                                                                                                |
| 5. Professional development programs                                                                                                                                                                | x        |         |                                                                                                |
| 6. Evaluation of career and technical education programs                                                                                                                                            | x        |         |                                                                                                |
| 7. Initiate, improve, expand and modernize quality CTE programs, including relevant technology                                                                                                      | x        |         |                                                                                                |
| 8. Provide services and activities that are of sufficient size, scope and quality to be effective                                                                                                   | x        |         |                                                                                                |
| 9. Prepare special populations for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency                                                                                  | x        |         |                                                                                                |

Address the following:

Cells will expand when text is typed.

| Evaluation of FY 2012-2013 Project                                                                                              |                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| h) If you conduct an annual assessment of local program offerings, what criteria is used to assess programs?                    | List criteria: Student enrollment, revenue vs. cost, course evaluations from students |
| i) If you use a rubric or other form of evaluation to measure program effectiveness, please provide a hardcopy or Web site URL. | Attached: yes _____ no ___xx____<br>or<br>Provide Web site URL:                       |
| j) What was the total amount of your agency's Perkins 2012-13 funding allocation for this project?                              | \$34,569                                                                              |
| k) How much has been spent to date?                                                                                             | \$34,569                                                                              |
| l) What amount will be spent and/or encumbered by June 30, 2013?                                                                | \$34,569                                                                              |
| m) If 100% of the total allocation will not be spent and/or encumbered by June 30, 2012, explain why:                           |                                                                                       |

Any performance shortfalls must be explained by including corrective measures put into place to prevent future shortfalls.  
**Please respond here and use as much room as necessary to adequately address:**

Do you need technical assistance? Yes \_\_\_\_\_ No \_\_\_xx\_\_\_\_

If yes, to facilitate service, please state your need(s) and your program manager will contact you.  
**Please respond here:**

**DOE 900E**

Revised August 2011

**REGIONAL WORKFORCE BOARD  
COORDINATION ASSURANCE FORM**

**Complete Section A or B as appropriate and include in application package.**

**-----Section A**

**The Superintendent or Agency Head certifies** that this application has been submitted to the Regional Workforce Board and that the activities outlined in the application are consistent with current Regional Workforce Board plans.

\_\_\_\_\_  
Signature of Superintendent/Agency Head

\_\_\_\_\_  
Date Submitted to Regional  
Workforce Board

***Regional Workforce Boards are invited to submit comments regarding the application to the Division of Workforce Education, Grants Administration office by **April 17, 2013*****

**Note:** Section 112 (b) (8) and 121 (c), Title I, Workforce Investment Act (WIA), sets expectations for recipients of Perkins postsecondary funds, or funds under Title II, WIA, Adult Education and Family Literacy, to enter into a Memorandum of Understanding with the Regional Workforce Board for participation in the One-Stop system.

**-----Section B**

**The Superintendent or Agency Head certifies** that this **application covers more than one Workforce Development Region**. The activities outlined in this application are related to Workforce Development and are consistent with the current Regional Workforce Board plans for all regions included in this application. ***Application submission to the Regional Workforce Board is not required.***

\_\_\_\_\_  
Signature of Superintendent/Agency Head

\_\_\_\_\_  
Date

**Note:** Section 112 (b) (8) and 121 (c), Title I, Workforce Investment Act (WIA), sets expectations for recipients of Perkins postsecondary funds, or funds under Title II, WIA, Adult Education and Family Literacy, to enter into a Memorandum of Understanding with the Regional Workforce Board for participation in the One-Stop system.

# 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**

April 23, 2013

Florida Department of Education  
Bureau of Grants Management  
Room 325B Turlington Building  
325 West Gaines Street  
Tallahassee, FL 32399-0400

Ladies and Gentlemen:

The School District of Indian River County wishes to extend its Perkins IV Local Plan for the betterment of its Career and Technical Programs.

Sincerely,

Frances J. Adams  
Superintendent

**"Educate and inspire every  
student to be successful"**

Karen Disney-Brombach  
District 1

♦ Matthew McCain  
District 2

♦ Carol Johnson  
District 3

♦ Claudia Jiménez  
District 4

♦ Jeffrey Pegler  
District 5

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



**1. Part A:**

**REQUIRED LOCAL USES OF FUNDS (Scope of Work)**  
(Perkins IV, SECTION 135)

**Nine Required Activities**

Applications must complete the cells in this column for each of the nine Required Uses of Funds by describing any planned changes to their approved 208-13 Local Plan, submitted in June 2008, or write NO PLANNED CHANGES for how the career and technical education programs will be carried out.

**Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:**

1. strengthen the academic and career and technical skills of students participating in career and technical education programs, by strengthening the academic and career and technical education components of such programs through the integration of academics with career and technical education programs through a coherent sequence of courses, such as career and technical programs of study to ensure learning in -
  - A. Core academic subjects; and
  - B. Career and technical education subjects;
  
2. link career and technical education at the secondary level and career and technical education at the postsecondary level, including by offering the relevant elements of not less than 1 career and technical program of study;

1. The School District of Indian River County Adult Education Program will provide career guidance and academic counseling for students participating in career and technical programs by employing one part time (0.8) career specialists who will serve adult career students. The career specialist will have an understanding of career and technical programs and the importance of the coherent sequence of courses that are required for success in the workplace. **No planned changes.**
  
2. The School District of Indian River County has articulation agreements with Indian River State College and Research Coast Career Pathways Consortium whereby secondary and post-secondary students are informed about, and encouraged, to choose the appropriate venue for future learning and transition to a career of continuous learning. The District is constantly evaluating its career and technical programs by using industry contacts and advisory committees to ensure that students have the opportunity to participate in continuing post-secondary technical programs. **No planned changes.**

**REQUIRED LOCAL USES OF FUNDS (Scope of Work)**  
(Perkins IV, SECTION 135)

**Nine Required Activities**

Applications must complete the cells in this column for each of the nine Required Uses of Funds by describing any planned changes to their approved 208-13 Local Plan, submitted in June 2008, or write NO PLANNED CHANGES for how the career and technical education programs will be carried out.

**Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:**

- 3. provide students with strong experience in and understanding of all aspects of an industry, which may include work-based learning experiences;
- 4. develop, improve, or expand the use of technology in career and technical education, which may include-
  - A. training of career and technical education teachers, faculty, and administrators to use technology, which may include distance learning;
  - B. providing career and technical education students with the academic and career and technical skills (including the mathematics and science knowledge that provides a strong basis for such skills) that lead to entry into the technology fields; or
  - C. encouraging schools to collaborate with technology industries to offer voluntary internships and mentoring programs, including programs that improve the mathematics and science knowledge of students;

3. Adult Education post-secondary career graduates demonstrate their understanding of all aspects of an industry by passing the related industry certified and/or State prescribed examinations. Our career curriculum is at least 80% hands-on promoting complete understanding of industry applications. **No planned changes.**

4. The training of career and technical education teachers will continue to be essential. The School District of Indian River County recognizes that in order to prepare students for success, teachers (and students) have a critical need for both technology resources and the knowledge to use those resources. Teachers regularly update their various state and national certifications by participating in regular training to maintain the standards of their specialties, thus assuring their continued technological understanding of the industries they teach. They will also participate in staff development offered by the district and professional development offered by the various industry trainers. Teachers are trained in new software and web-bases applications as they are develop and applied. Teachers and students are provided with up-to-date technology and software that supports their industry training. Through advisory committees, teachers maintain close ties with the industries they represent and provide students with appropriate field experiences in addition to

**REQUIRED LOCAL USES OF FUNDS (Scope of Work)**  
(Perkins IV, SECTION 135)

**Nine Required Activities**

Applications must complete the cells in this column for each of the nine Required Uses of Funds by describing any planned changes to their approved 208-13 Local Plan, submitted in June 2008, or write NO PLANNED CHANGES for how the career and technical education programs will be carried out.

**Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:**

5. provide professional development programs that are consistent with Section 122 to secondary and postsecondary teachers, faculty, administrators, and career guidance and academic counselors who are involved in integrated career and technical education programs, including—

- A. in-service and pre-service training on-
  - i. effective integration and use of challenging academic and career and technical education provided jointly with academic teachers to the extent practicable;
  - ii. effective teaching skills based on research that includes promising practices;
  - iii. effective practices to improve parental and community involvement; and
  - iv. effective use of scientifically-based research and data to improve instruction;

classroom instruction. The career educators use strategies that overcome barriers which impede the special population students and enable them to achieve a certification and become more productive citizens. Teachers provide students in need with academic remediation and clinical support to bolster their success.

**No Planned Changes**

5. As part of the Career Pathways Consortium, professional development programs that are consistent with Section 122 are employed and attended by teachers, administrators, career specialists and guidance counselors.

- In-service training includes effective integration and use of challenging academic and career and technical education flowing from industry standards and certification expectations.
- Teachers will have the opportunity to attend statewide workshops providing “best practices” and opportunities for learning concerning career and technical education paid by Adult and Community Education School.
- SDIRC professional development is research-based to guide the interaction of students and the instructional strategies for improving reading and writing.
- SDIRC offers programs to train teachers in instructional technology applications such as Intel that offers the

**REQUIRED LOCAL USES OF FUNDS (Scope of Work)**  
(Perkins IV, SECTION 135)

**Nine Required Activities**

Applications must complete the cells in this column for each of the nine Required Uses of Funds by describing any planned changes to their approved 208-13 Local Plan, submitted in June 2008, or write NO PLANNED CHANGES for how the career and technical education programs will be carried out.

**Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:**

- B. support of education programs for teachers of career and technical education in public schools and other public school personnel who are involved in the direct delivery of educational services to career and technical education students, to ensure that such teachers and personnel stay current with all aspects of an industry;
- C. internship programs that provide relevant business experience; and
- D. programs designed to train teachers specifically in the effective use and application of technology to improve instruction;

- instructor tools which enable the students to receive the latest information available.
- Programs can use ConnectEd (which is a phone system that allows a school to contact all students, or various subgroups) to announce a message.
- Information about career and technical programs is on the district's website.
- Career and technical program advisory committees promote community involvement.
- The district is represented at the Chamber of Commerce.
- Teachers will have the opportunity to attend a National Career Pathways Network (NCPN) conference through the Career Pathways Consortium and workshops offered by Region III and Workforce Education
- The Director communicates with career and technical teachers whenever an article or appropriate training might be applicable to teachers or students. Adult Education supports career and technical teachers by allowing them to attend workshops or sponsor field trips so that they can stay current with all aspects of an industry.
- Industry experience for teachers is constantly updated as they work with community business using their new technologies. **No Planned Changes**

**REQUIRED LOCAL USES OF FUNDS (Scope of Work)**  
(Perkins IV, SECTION 135)

**Nine Required Activities**

Applications must complete the cells in this column for each of the nine Required Uses of Funds by describing any planned changes to their approved 208-13 Local Plan, submitted in June 2008, or write NO PLANNED CHANGES for how the career and technical education programs will be carried out.

**Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:**

- 6. develop and implement evaluations of the career and technical education programs carried out with funds under this title, including an assessment of how the needs of special populations are being met;
- 7. initiate, improve, expand, and modernize quality career and technical education programs, including relevant technology;
- 8. provide services and activities that are of sufficient size, scope, and quality to be effective; and  
(Refer to the **Perkins IV Implementation Guide** for new state requirements on size, scope, and quality.)
- 9. provide activities to prepare special populations, including single parents and displaced homemakers who are enrolled in career and technical education programs, for high skill, high wage, or high demand occupations that will lead to self-sufficiency.

- 6. The administration and career specialist will evaluate programs based on grant criteria, enrollment, attendance, progress and completers attaining industry certification. Students will continue to evaluate the course and teacher at the conclusion of each course. The Career Specialist will work with teachers to track and monitor all students on an individual basis, including self-identified special populations, and develop an assessment for special populations that may include analyzing data from the Informational System Department. **No Planned Changes**
- 7. This grant will enable the school district to purchase relevant technology/equipment so that students have the opportunity to become industry-certified in their career choice and/or use the new, up-to-date equipment that is found in the workforce. **No Planned Changes**
- 8. SDIRC post secondary offers its students 10 career and technical education programs, exceeding the minimum number required. A Certificate of Completion is awarded to each successful student along with any specialized credentials earned in particular programs. **No Planned Changes**
- 9. The career specialist assists career program teachers and students and actively participates in the guidance function. The career specialist uses strategies that overcome barriers which impede the special population students and enable them to

**REQUIRED LOCAL USES OF FUNDS (Scope of Work)**  
(Perkins IV, SECTION 135)

**Nine Required Activities**

Applications must complete the cells in this column for each of the nine Required Uses of Funds by describing any planned changes to their approved 208-13 Local Plan, submitted in June 2008, or write NO PLANNED CHANGES for how the career and technical education programs will be carried out.

**Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:**

become more productive citizens. The specialist works with groups and individuals in all classes to promote a positive career decision-making process. The career specialist researches high skill, high wage or high demand occupations that lead to self-sufficiency and works regularly with the Workforce Development Board of the Treasure Coast. **No Planned Changes**

- 1. Part B:** For the Fiscal years 2008-2013, briefly describe how the career and technical education programs' 20 Permissive Uses of Funds, Section 135 (c), may be carried out with funds received under this title. **NO PLANNED CHANGES**

Permissive Use of Funds #7: Funds may be used for purchasing equipment and instructional aids and publications designed to strengthen and support academic and technical skills achievement. During this five year plan funds will be used to purchase equipment, instructional aids, publications and library resources for the District's medical programs which are high skill, high wage, and high demand programs.

Permissive Use of Funds #9, #12: Funds may be used to develop and/or expand the district's postsecondary career program offerings. The Practical Nursing Program, a high skill-high wage career with high local demand, is currently approved for expansion by the Florida Board of Nursing. Other occupations currently under consideration for addition to the Adult Education Career Program are: HVAC Mechanic, Computer Assisted Design and Drafting Technician, and Microsoft Certified Application Specialist. Any programs approved and/or expanded will carry industry certification.

2. For the fiscal years 2008-2013, briefly describe how the program will address 2A – 2E below (Perkins IV, Section 134(b)(3)).

2A. Offer the appropriate courses of not less than one of the career and technical programs of study described in Section 122(c)(1)(A). SDIRC plans to join the Career Pathways Consortium and support consortium activities; however, no funds will be allocated for this purpose. The District will continue implementing the program of studies requirements identified in the Perkins IV Implementation Guide.

Application Requirements:

1. Adult and Community Education did not develop new programs during the 2012-2013 year and have no plans to develop another program in 2013-14. Programs offered by our school can be reviewed by accessing our web site at [www.indianriverschools.org](http://www.indianriverschools.org), choose other schools under school links.
2. a. How do you promote the Programs of Study to students, parents and faculty? Adult and Community Education School produced a video about career programs offered by our school that is shown county-wide using the educational channel in the fall 2013. The school advertised our programs on the internet, local media and newspaper, and cartvertising using supermarket shopping carts. The outreach specialist sends emails to all employees about the courses and programs offered through our school.  
  
b. Has a local (or statewide) articulation agreement been signed and approved by the agency head of the participating secondary and/or postsecondary agency for all available Programs of Study? No  
  
c. How postsecondary education credits earned under the articulation agreement awarded to students. Adult and Community Education offers clock hour programs rather than credits.  
  
d. The process used to identify the locally endorsed sequence of academic and career and technical education courses from grade 9 through the postsecondary component of the program of study. Minimum basic skills grade levels required for postsecondary adult career and technical are met before a student receives a certificate of a 450 or more hour career program. The Test of Adult Basic Education determines what level the student is performing. If the student doesn't meet the basic skills level of that career program, he/she may enroll in GED classes. Students may be exempt from meeting the basic skills requirements by earning an eligible industry certification. All career programs offer a sequence of courses that provides coherent and rigorous content aligned with challenging academic standards and relevant technical knowledge and skills needed to prepare for further education and/or the workplace.



e. How the CTE Programs of Study reflect programs which are guided by the workforce and economic development needs of business/industry, the community and employment opportunities. Adult and Community Education School stays in contact with local businesses/industries by participating in the Chamber of Commerce, holding advisory meetings of each career program, and researching the employment opportunities in the Treasure Coast Region.

3. Adult and Community Education School offers 9 CTE programs.
4. To date, two CTE Programs of Study have been completed using the State Template.
5. Over the summer, each CTE instructor reviews and updates his/her program. The advisory committees of each CTE Program provide input and suggestions on the curriculum.
6. Adult and Community Education School proposes to convert one program of study using the State Template during the 2013-2014 program year.

| Program Name                | Program Number | 2012-13<br>Projected<br>Student<br>Enrollment | Is the Program<br>identified as High<br>Skill, High Wage or<br>High Demand? * |    | Is this program<br>part of a local<br>articulation<br>agreement? |    |
|-----------------------------|----------------|-----------------------------------------------|-------------------------------------------------------------------------------|----|------------------------------------------------------------------|----|
|                             |                |                                               | Yes                                                                           | No | Yes                                                              | No |
| Licensed Practical<br>Nurse | H170605        | 25                                            | x                                                                             |    |                                                                  | X  |

7. Describe the partnership/consortium that will be used to develop local programs of study during the 2013-2014 program year and identify the secondary and postsecondary agencies and agency contacts that will be involved with coordination of this effort.

SDIRC established a Career Pathways System that has a career counselor who is responsible for communicating and providing information concerning today's careers and partnering with local companies. Adult Education has advisory meetings twice a year where curriculum, employment outlook, student follow-up information, career pathways and



marketing are discussed. Each career program presents an overview and receives feedback from the members and minutes of the meeting are made available.

2B. Improve the academic and technical skills of students participating in career and technical education programs by strengthening the academic and career and technical education components of such programs through the integration of coherent and rigorous content aligned with challenging academic standards and relevant career and technical education programs to ensure learning in—

- i. the core academic subjects (as defined in Section 9101 of the Elementary and Secondary Education Act of 1965); and
- ii. career and technical education subjects; **NO PLANNED CHANGES**

2C. Provide students with strong experience in, and understanding of, all aspects of an industry; **NO PLANNED CHANGES**

2D. Ensure that students who participate in such career and technical education programs are taught to the same coherent and rigorous content aligned with challenging academic standards as are taught to all other students; **NO PLANNED CHANGES** and

2E. Encourage career and technical education students at the secondary level to enroll in rigorous and challenging courses in core academic subjects (as defined in Section 9101 of the Elementary and Secondary Education Act of 1965); **NO PLANNED CHANGES**

### 3. Professional Development / Curriculum Development: **NO PLANNED CHANGES**

- SDIRC developed a procedure for initial teachers which includes unit and lesson planning, critical thinking/FCAT, professional ethics, cooperative learning/teaching strategies, modifying instructions, working with ESE students, assessment, abuse awareness, creating and using rubrics, equity, grading practices, assessment driven instructional modifications, motivation and learning theories, performance measures training, differentiated instruction, reading development, and instructional technology. This 88 hour training is conducted on Saturdays and early release Wednesdays and the teacher is given a year to complete these workshops.
- In addition to the sessions mentioned above, academic, guidance, administrative and career and technical education personnel will be provided with comprehensive professional development that promotes the integration of coherent and rigorous content aligned with challenging academic standards and relevant career and technical education. The following district-wide workshops will be held during the five-year plan for academic and career education: rigor/relevance framework to examine curriculum, instruction, and assessment; instructional strategies to develop

more rigorous and relevant instruction to enable students to achieve at higher levels; student learning styles (concrete-sequential, abstract-sequential, concrete-random, abstract-random); integration curriculum aligned with Sunshine State Standards; assessments that will enhance the student's ability to perform based on instructional strategies; and educational technology

**4. Stakeholder Involvement: NO PLANNED CHANGES**

The Adult Education School Advisory Committee is composed of teachers, career specialist, program coordinator, community members and business representatives. The Committee meets quarterly, receives reports and updates on each program and makes recommendations for improvement. In addition, teachers meet regularly with their specific area advisory committees and maintain constant contact with the industries that employ program graduates. This regular contact results in rapid response to short term changing needs and regular input to the longer range plans and improvements of the various programs, including the portion funded by this Perkins Grant. Teachers also coordinate with district high schools and survey current students regarding the effectiveness of their programs.

**5. Size, scope, and quality: NO PLANNED CHANGES**

- **Size:** Upon successful completion of the Phlebotomy Program, students receive a certificate and qualify to take the national exam provided by the National Health Association. The Phlebotomy Program issues OCP "B". Students who successfully complete the Medical Assisting Program and Pharmacy Technician earn a certificate and receive multiple OCPs.
- **Scope:** The Medical Assistant, Pharmacy Technician, and Phlebotomy Programs have a medical advisory committee and local medical institutions partner with the program to offer facilities and clinicals experiences that reflect current medical practices, along with over 30 years of experience working as a medical assistant, pharmacy technician and phlebotomist.
- **Quality:** Practical Nursing students must have a valid Nursing Assistant (CNA) certificate to enter the program and, upon successful completion of the LPN program, receive a certificate and qualify to take the State of Florida licensing examination (NCLEX-PN). The LPN Program issues OCP "C". Students who successfully complete the Medical Assisting Program are eligible to take the American Association of Medical Assistants' Certification Examination with 5 years of experience. The Pharmacy Technician is approved by the Board of Pharmacy and students may receive a national certification through an exam offered by the National Health Career Association. The Workforce Region 20 Preliminary Target Occupations List for 2012-13 confirms Licensed Practical and Licensed Vocational Nurses (292061), has a Mean Wage of \$19.52/hour and Entry Wage of \$16.61/hour. As well as being practically oriented and steeped in the application of principled and ethical customer service, the Practical Nursing curriculum is rigorous and academically demanding and is integrated into all program activities.

**SIZE, SCOPE & QUALITY PROGRAMMATIC REQUIREMENTS CHART—NO PLANNED CHANGES**

This chart, to be completed by the eligible recipient, may be duplicated for the appropriate required number of programs (from 1-5) based on information listed by district in the **Perkins IV Implementation Guide (2012-2013)** at:

[http://www.fldoe.org/workforce/perkins/perkins\\_resources.asp](http://www.fldoe.org/workforce/perkins/perkins_resources.asp).

| <b>SIZE, SCOPE &amp; QUALITY PROGRAMMATIC REQUIREMENTS CHART</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SIZE (Items 1 below)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>1. Describe how the eligible recipient will provide an opportunity for students to become CTE concentrators.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Practical Nursing students must have a valid Nursing Assistant (CNA) certificate to enter the program and, upon successful completion of the LPN program, receive a certificate and qualify to take the State of Florida licensing examination (NCLEX-PN). The LPN Program issues OCP “C”. Students who successfully complete the Medical Assisting Program and Pharmacy Technician earn a certificate and multiple OCPs.                                                                                                                                                                                                                                      |
| <b>SCOPE (Item 2 below)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>2. Describe how postsecondary CTE program(s) align with business and/or industry.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| The Practical Nursing, Medical Assistant, and Pharmacy Technician Programs have a medical advisory committee and local medical institutions partner with the Programs to offer facilities and clinicals experiences that reflect current medical practices. Along with years of experience in the medical assisting and pharmacy technician fields, the teachers have an advisory group that informs the program on issues and trends in the health care industry.                                                                                                                                                                                             |
| <b>QUALITY (Items 3 - 5 below)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>3. Describe how the eligible recipient will provide opportunities for students to earn an industry certification and/or licensure.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Practical Nursing students must have a valid Nursing Assistant (CNA) certificate to enter the program and, upon successful completion of the LPN program, receive a certificate and qualify to take the State of Florida licensing examination (NCLEX-PN). The LPN Program issues OCP “C”. Students who successfully complete the Medical Assisting Program and have five years work experience are eligible to take the American Association of Medical Assistants’ Certification Examination. Students who successfully complete Pharmacy Technician may receive a national certification through an exam offered by the National Health Career Association. |
| <b>4. Describe how the eligible recipient will provide students with the opportunity to participate in a CTE program classified as high skill, high wage or high demand and document source.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| List identification source for determining High Wage, High Skill or High Demand. The statewide Targeted Occupations Lists (TOL) and/or regional TOL may be used to identify High-Skill/High-Wage or High-Demand careers that align with the agency’s programs. Information may be accessed at:<br><a href="http://www.labormarketinfo.com/wec/TargetOccupationList.htm">http://www.labormarketinfo.com/wec/TargetOccupationList.htm</a> .                                                                                                                                                                                                                      |
| The Workforce Region 20 Preliminary Target Occupations List for 2012-2013 lists Licensed Practical and Licensed Vocational Nurses (292061) and Medical Assistant (319092) as Mean Wage of \$19.52/hour and \$14.45/hour; Entry Wage of \$16.61/hour and \$11.42. Medical Assisting has a 3.34 percent growth and Practical Nursing, 2.49 percent for Region 20.                                                                                                                                                                                                                                                                                                |
| <b>5. Describe how the eligible recipient ensures that academics are an integral component of all Perkins funded CTE programs.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| As well as being practically oriented and steeped in the application of principled and ethical customer service, the Practical Nursing, Medical Assisting and Pharmacy Technician curricula are rigorous and academically demanding and are integrated into all program activities.                                                                                                                                                                                                                                                                                                                                                                            |

**6. Evaluate and Continuously Improve Performance: NO PLANNED CHANGES**

The coordinator, career specialist and the various advisory committees will review occupational areas using information provided by Indian River Chamber of Commerce, State of Florida Agency for Innovation Labor Market Statistics, and the Workforce Development Board of the Treasure Coast to examine careers that meet the needs of our community. On-line surveys of medical and business communities will be continued and analyzed. Student evaluations will be continued and analyzed. Recommendations for addition, deletion or modification of career programs will be sent to the Assistant Superintendent of Curriculum and Instruction.

**7. Barriers, Special Populations: NO PLANNED CHANGES**

- A. Adult Education encourages special populations to self-identify. Career programs offered by Adult Education provide additional services such as career counseling, individual teacher assistance and tutoring and computer assisted support for special population students. These strategies for assisting students will be reviewed by the teachers and advisory committees and modified as appropriate to increase success rates. The career counselor will meet with all identified special population students.
- B. Adult career students are supported in achieving the required industry standards or preparing for the appropriate state licensure.
- C. Adult career students are supported in achieving the required industry standards or preparing for the appropriate state licensure. Adult Education teachers provide enrichment activities to prepare the students for the state or national exam. The Workforce Region 20 Preliminary Target Occupations List for 2008-2009 confirms Licensed Practical and Licensed Vocational Nurses (292061) as "High-Skill, High Wage, or High Demand" occupation. The list indicates that Medical Assisting has an annual percent growth of 4.02 and states 49 annual openings in Region 20. Completing an Adult Education program, with or without special assistance, will result in increased self-sufficiency.

**8. Non-Discrimination: No Planned Changes**

All Adult Education employees receive training and know that discrimination is prohibited by law and policy. Presentations and written communications will have no stereotyping or bias with regard to race, age, sex, national origin or handicapping condition.

**9. Preparation for Non-traditional Careers: No Planned Changes**

The Career Specialist will continue counseling students about non-traditional careers and encouraged them to enroll in these programs. In recruitment activities, the career specialist will highlight non-traditional programs such as the Practical Nursing, Nursing Assistant, and Medical Assisting Programs for males and Commercial Driver and Security Officer for females. Through this grant, scholarships will be available based on student's income for non-traditional and

special population students enrolled in an identified non-traditional program. The Public Information Officer and Director of Career, Technology and Adult Education interviewed graduates and made a special effort to identify people who were employed in a non-traditional career.

**10. Career Guidance and Academic Counseling Preparation: No Planned Changes**

SDIRC developed a comprehensive school counseling program resource guide that states the goals of the counseling program are to assist each individual in achieving educational success, developing consistencies in career and life planning and in acquiring and applying knowledge of self and others. The job responsibility of a career specialist mirrors the job responsibilities of a guidance counselor. The career specialist is a part of the guidance team and an integral part of the total education program. The career special assists individual students with career planning, consults with teachers, administrators and appropriate staff to meet the career development needs of students, and maintains ongoing professional development. The career specialist will attend local and state staff development activities and relevant workshops/conferences sponsored by professional organizations. The career specialist collaborates with the Research Coast Pathways Consortium and the community college to acquire training opportunities.

**11. A-B Teacher Recruitment, Retention, Transition: No Planned Changes**

A. The Personnel Department and school administrators recruit teachers, including individuals in groups underrepresented in the teaching profession, by attending job fairs each year at Bethune-Cookman, Florida Agricultural & Mechanical University, Florida State University, University Central Florida, University of Florida, University of Miami, University North Florida, and Great Florida Teach-In. SDIRC utilizes Teachers for Teachers website as a recruitment tool. All instructors must be highly qualified and meet the education qualifications for Career and Technical certification.

B. SDIRC has a board rule that allows individuals possessing occupational expertise in the areas of career and technical education to be certified locally. The rule requires the superintendent to ensure that personnel in non-degreed career and technical instructional positions meet minimum requirements for employment and maintain records of such information in each employee's personnel file. The fact that all Adult Education career teachers are highly experienced in their industry and properly certified to teach is testimony to the success of the district in providing appropriate transition.

**12. Charter Schools: N/A No Planned Changes**

**13. Support for State Correctional Institutions: N/A No Planned Changes**

**14. Purposes and Programs for Members of the Consortium: No cost will be conducted between the School District of Indian River County and the Indian River State College.**

The Research Coast Pathways Consortium implements numerous strategies to ensure equitable distribution of funds, services, and information about the Career Pathways.

The goal is for all career/technical education students to obtain equal access and maximum benefit from their educational experience enabling an effective transition into the college environment and information/opportunities are disseminated/offered to all career/technical education students within the Consortium. The anticipated success is enhanced student access and success.

**15. Program Sites and Classification List: NO PLANNED CHANGES**

Medical Assisting, CIP 0317.050300  
Adult & Community Education Site  
1426 19<sup>th</sup> Avenue  
Vero Beach, FL 32960

Pharmacy Technician, CIP 0317050700  
Adult & Community Education Site  
1426 19<sup>th</sup> Avenue  
Vero Beach, FL 32960

Practical Nursing, CIP 0317.060500  
Gifford Adult Education Center  
4880 28<sup>th</sup> Court  
Vero Beach, FL 32967

**16. Next Generation / Reading / Math & Science:**

Adult Education recognizes the importance of strong reading skills for all students and supports students who require bolstering of these skills in career programs. The occupational outreach coordinator counsels students experiencing difficulty and works with career teachers and other staff to help students compensate for lack of such skills. Students with deficiencies are supported by teachers who provide individual attention and extra help. Adult Education will continue to provide tutoring help that is focused on the specific content areas needed to students. Strengthen foundation skills and expand opportunities for postsecondary certificates are two strategic areas of focus in the Florida Next Generation PreK-20. The GED lab is open for all adult students who need assistance in reading and math. Each CTE instructor will make recommendations to students who need to improve their academic achievements in order to be successful. Adult Education has purchased review and remediation software to assist students who might have diminished skills and referrals to local GED or community college programs for additional reading, math and science assistance. This will help students achieve to required academics that is contained in the curriculum. Of the students who enrolled in postsecondary CTE program, Adult and Community Education School, 75 percent will complete and earn an industry certification. This objective will be accomplished through the instructors and the occupational outreach coordinator by offering tutoring, assessment review and counseling.



**17. Notice Regarding Automotive Service Technology Education Programs: N/A No Planned Changes**

**18. Local Performance Accountability Information:**

FL DOE Division of Workforce Education will negotiate all postsecondary state performance targets. SDIRC will work toward meeting local improvements targets that are established by the Florida Department of Education. State level Secondary Performance targets are pending approval from the Office of Vocational and Adult Education (OVAE). SDIRC will receive, under separate cover, from the Division of Workforce Education, individualized Perkins IV performance core indicator data for the school district's improvements targets identified.

**19. Local Improvement Plan**

Adult and Community Education School failed to achieve at least 90% on the following the 2011-12 Local Level Performance Data: 3A1—Student Retention/Transfer and 4A1—Student Placement.

The School's percentage rate was 25.96 for 10-11 for retention or transfer with a local agreed target of 59%; 2011-12 the percentage increased to 66% or 39.68% instead of 25.96% last year. Our faculty and staff will continue striving to increase the percentage through counseling and tutoring the students. The occupational specialist's records indicated that students who were in training dropped out because of job offers and relocation of their families. In these economic times that are faced by our citizens, getting a job is more important to many of our students because of economic survival. Students are counseled by teachers and the occupational specialist to enhance their standing by continuing their postsecondary education at the local state college i.e. the LPN students who receive their license and work for one year can enter a "bridge program" at Indian River State College's RN A.S. Degree Program. The occupational specialist plans to visit each program at least two times per semester as a means to encourage and strengthen their educational journey so students would consider remaining enrolled. The teacher and occupational specialist would be in constant communications to ensure that the students are progressing and learning the curriculum in preparation for taking a national industry certified tests. Projected Date of Completion: A report will be generated every semester for the year 2013-14.

The School's percentage rate was 66.40% in Student Placement instead of the local agreed target for 2010-11 of 84.50 percent; 64.55% actual performance in 2011-12 with the local agreed target of 84.55%. During this economic situation where people are losing their jobs, finding a position is difficult for our students. In spite of job fairs, there are few jobs in our county. Indian River County ranks second on the unemployment for Region 20 with 8.9%; 2011-12 Indian River County's unemployment was an average of 10.5%, 2.5% lower than the State of Florida (8%). Placement will increase

as more positions become available. The occupational specialist's responsibility is to communicate with local businesses and health institutions about completers in the different programs. Our school has advisory councils and the members are kept abreast of our graduates. The occupational specialist conducts Florida Ready to Work in preparation for the students to become employees. Projected Date of Completion: A report will be generated every semester for the year 2013-14.

**20. Federal Programs—General Education Provisions Act (GEPA)**

The District will utilize all possible and appropriate strategies to ensure equitable access to and participation in all federally assisted programs. Board Rule 2.38, General Administration, assures that there shall be no discrimination against any students, teachers, parents or community members because of gender, race, national origin, color, disability, or age; except when it is necessary to meet bona fide program requirements. The District shall take all necessary actions to comply with the letter and spirit of state and federal laws providing for equitable participation. Strategies shall include:

- Utilize staff to facilitate access to and participation in adult literacy programs such as providing potential participants with handouts which are written in their native language.
- Encourage students, teachers, and community members to become active participants.
- Designate administrative personnel to provide information to students, teachers, and community members in regard to equal access to programs; for instance, offer adult literacy in communities where there is a need for services.
- Eligible students who meet program selection criteria will be able to participate i.e. 16 years or older and withdrawn from school.
- Adherence to the grievance process for prompt process of discrimination charges.
- Utilized internal reporting and modification procedures to evaluate the effectiveness of the plan such as monitoring the students' data base to ensure that equitable participation is achieved.

It is anticipated that due to the above strategies, the School District will increase equitable access to and participation in all its adult general education programs.

**Carl D. Perkins, Postsecondary, Section 132**

**APPLICATION REVIEW CRITERIA AND CHECKLIST**

- **Place all items requested in the order indicated below.**
- Include only the items requested.
- Place page numbers on every page consecutively, at the bottom, beginning with the DOE 100A as page 1. Page numbers written by hand are permissible if electronic numbering is a problem.
- Place a binder clip on the upper left corner of each complete application package (no spiral bindings, notebooks or cover pages, please).
- Include this form in the application package.

| Place in the following order | Item                                                                                                                    | Applicant<br>Provide page #s for items listed | DOE Staff                     |            |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-------------------------------|------------|
|                              |                                                                                                                         |                                               | ✓ Check appropriate box below |            |
|                              |                                                                                                                         |                                               | Complete                      | Incomplete |
| 1                            | DOE 100A, Project Application – with original signature                                                                 | 1                                             |                               |            |
| 2                            | DOE 101, Budget Narrative Form<br>If consortium, include an individual form for each of the agencies in the consortium. | 2                                             |                               |            |
| 3                            | Projected Equipment Purchases Form<br>OR other equipment documentation                                                  | 3                                             |                               |            |
| 4                            | Self-Evaluation Form                                                                                                    | 4-6                                           |                               |            |
| 5                            | Regional Workforce Board Coordination Assurance Form                                                                    | 7                                             |                               |            |
| 6                            | Request to Extend Local Plan Letter                                                                                     | 8                                             |                               |            |
| 7                            | <b>Narrative Section</b>                                                                                                |                                               |                               |            |
|                              | 1. Part A and Part B Use of Funds                                                                                       | 9-14                                          |                               |            |
|                              | 2. Program of Study – 2A-2E (include applicable lists)                                                                  | 15-17                                         |                               |            |
|                              | 3. Professional / Curriculum Development                                                                                | 17                                            |                               |            |
|                              | 4. Stakeholders Involvement                                                                                             | 18                                            |                               |            |
|                              | 5. Size, Scope & Quality                                                                                                | 18-19                                         |                               |            |
|                              | 6. Evaluate and Improve                                                                                                 | 20                                            |                               |            |
|                              | 7. A - C Barriers, Special Pops Levels, Self-sufficiency                                                                | 20                                            |                               |            |
|                              | 8. Special Populations Non-Discrimination                                                                               | 20                                            |                               |            |
|                              | 9. Non-traditional Fields                                                                                               | 20                                            |                               |            |
|                              | 10. Career Guidance and Counseling                                                                                      | 21                                            |                               |            |
|                              | 11. A – B Teacher Recruitment, Retention, Transition                                                                    | 21                                            |                               |            |
|                              | 12. Charter School Support                                                                                              | 21                                            |                               |            |
|                              | 13. Support for State Correctional Institutions                                                                         | 21                                            |                               |            |
|                              | 14. Consortium Projects - ONLY                                                                                          | N/A                                           |                               |            |
|                              | 15. Sites and CIPs Lists                                                                                                | 22                                            |                               |            |
|                              | 16. Support for Reading/Strategic Imperatives                                                                           | 22                                            |                               |            |
|                              | 17. Automotive Service Technology                                                                                       | 23                                            |                               |            |
|                              | 18. Local Performance Accountability Information                                                                        | 23                                            |                               |            |
|                              | 19. Local Program Improvement Plans – if applicable                                                                     | 23                                            |                               |            |
|                              | 20. GEPA                                                                                                                | 24                                            |                               |            |
| 8                            | Application Review Criteria and Checklist                                                                               | 25                                            |                               |            |

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**FLORIDA DEPARTMENT OF EDUCATION**  
**Project Application**

|                                     |
|-------------------------------------|
| <b>TAPS Number</b><br><b>14B004</b> |
|-------------------------------------|

|                                                                                                                                                                                                                                               |                                                                                                                                           |                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <b>Please return to:</b><br><br>Florida Department of Education<br>Bureau of Grants Management<br>Room 325B Turlington Building<br>325 West Gaines Street<br>Tallahassee, Florida 32399-0400<br>Telephone: (850) 245-0498<br>Suncom: 205-0498 | <b>Program Name:</b><br><br><b>Carl D. Perkins</b><br><b>Secondary, Section 131</b><br><b>Entitlement</b><br><b>Fiscal Year 2013-2014</b> | <b><u>DOE USE ONLY</u></b><br><br>Date Received |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|

|                                                                                                                                                     |                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <b>B) Name and Address of Eligible Applicant:</b><br>School District of Indian River County<br>1990 25 <sup>th</sup> Street<br>Vero Beach, FL 32960 | <b>Project Number (DOE Assigned)</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|

|                                                                                                                                  |                                         |                                                    |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------------------------------------|
| <b>C) Total Funds Requested:</b><br><br><b>\$ 149,645</b><br><br><hr/> <b>DOE USE ONLY</b><br><br><b>Total Approved Project:</b> | <b>D) Applicant Contact Information</b> |                                                    |
|                                                                                                                                  | Contact Name: Ruth A. Shaw              | Mailing Address: 1426 19 <sup>th</sup> Street      |
|                                                                                                                                  | Telephone Number: 772-564-4995          | SunCom Number:                                     |
|                                                                                                                                  | Fax Number: 772-564-4977                | E-mail<br>Address:ruth.shaw@indianriverschools.org |

**CERTIFICATION**

I, Frances J. Adams, do hereby certify that all facts, figures, and representations made in this application are true, correct, and consistent with the statement of general assurances and specific programmatic assurances for this project. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

E) \_\_\_\_\_  
 Signature of Agency Head

DOE 100A  
 Revised January 2013





|                                     |
|-------------------------------------|
| <b>TAPS Number</b><br><b>14B004</b> |
|-------------------------------------|

Project Number: (DOE USE ONLY)

## FLORIDA DEPARTMENT OF EDUCATION Budget Narrative Form

Consortiums meeting the requirements in Section 131 (f) (1) (2) of the Act must submit a separate Budget Narrative Form for each participating member.

| (1)<br>FUNCTION | (2)<br>OBJECT | (3)<br>ACCOUNT TITLE AND NARRATIVE                                                                                                                                                                                                                                                                                                                                         | (4)<br>FTE<br>POSITION | (5)<br>AMOUNT |
|-----------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------|
| 5300            | 7500          | Salaries for Substitutes for teachers who chaperone their students who attend Great Explorations of Career Programs at IRSC at the Main Campus in Fort Pierce, interview new students for auto service program, perform clinical procedures for Nursing Assistants Program (Performance Measures 1S1, 1S2, 2S1, 3S1, 4S1, 5S1, 6S1, 6S2); Required Use of Funds 3, 4 and 5 | 4%                     | 2,000         |
| 6120            | 1000          | Salary—Career Specialist at Vero Beach High Schools advisory committees, student scheduling, special needs of students, collaborating with business partners (Performance Measures 1S1, 2S1, 3S1, 4S1, 5S1, 6S1, 6S2); Required Use of Funds 1-9                                                                                                                           | 100%                   | \$ 62,435     |
| 6120            | 1000          | Salary—Career Specialist at Sebastian River High Schools advisory committees, student scheduling, special needs of students, collaborating with business partners (Performance Measures 1S1, 2S1, 3S1, 4S1, 5S1, 6S1, 6S2); Required Use of Funds 1-9                                                                                                                      | 100%                   | \$ 41,379     |
| 6120            | 1010          | Career Specialists Supplemental pay-(40 hrs.x\$32.50 x 2) scheduling, develop recruitment tools for students and parents explaining the career programs offered next school year by December 2010 (Performance Measures 1S1, 2S1, 4S1, 5S1, 6S1); Required Use of Funds 1-9                                                                                                | 5%                     | 2,558         |
| 6120            | 2100          | Retirement—Career Specialists (5.18%) (Performance Measures 1S1, 2S1, 4S1, 5S1, 6S1); Required Use of Funds 1-9                                                                                                                                                                                                                                                            |                        | 3,234         |
| 6120            | 2100          | Retirement—Career Specialists (5.18%) (Performance Measures 1S1, 2S1, 4S1, 5S1, 6S1); Required Use of Funds 1-9                                                                                                                                                                                                                                                            |                        | 2,143         |
| 6120            | 2110          | Retirement—Career Specialist Supplemental Pay (5.18%) (Performance Measures 1S1, 2S1, 4S1, 5S1, 6S1); Permissive Use of Funds 2                                                                                                                                                                                                                                            |                        | 133           |
| 6120            | 2200          | FICA 7.65% for Career Specialists (Performance Measures 1S1, 2S1, 4S1, 5S1, 6S1); Required Use Funds 1-9                                                                                                                                                                                                                                                                   |                        | 4,776         |
| 6120            | 2200          | FICA 7.65% for Career Specialists (Performance Measures 1S1, 2S1, 4S1, 5S1, 6S1); Required Use Funds 1-9                                                                                                                                                                                                                                                                   |                        | 3,166         |
| 6120            | 2210          | FICA— Career Specialists Supplemental Pay 7.65% for (Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1); Permissive Use of Funds 2                                                                                                                                                                                                                                          |                        | 196           |
| 6120            | 2300          | Group Insurance \$4,926 for Career Specialists (Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1); Required Use of Funds 1-9                                                                                                                                                                                                                                               |                        | 4,926         |
| 6120            | 2300          | Group Insurance \$4,926 for Career Specialists (Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1); Required Use of Funds 1-9                                                                                                                                                                                                                                               |                        | 4,926         |
| 6120            | 2400          | Worker Compensation 2.95% for Career Specialists (Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1); Required Use of Funds 1-9                                                                                                                                                                                                                                             |                        | 1,842         |
| 6120            | 2400          | Worker Compensation 2.95% for Career Specialists (Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1); Required Use of Funds 1-9                                                                                                                                                                                                                                             |                        | 1,221         |

|                 |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                  |
|-----------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------|
| 6120            | 2410 | Worker Compensation – Career Specialists Supplemental Pay 2.95% (Performance Measures 1S1,2S1,4S1,5S1, and 6S1); Permissive Use of Funds 2                                                                                                                                                                                                                                                                                                                 |  | 76               |
| 6120            | 3300 | Travel for In-District, local and state for career specialists to attend local meetings of Perkins secondary projects (1,415 miles x .445 = \$630); state conferences—Florida Association CTE and National Career Pathways Network (motel \$100 x 5 nights = \$500; plus meals 2 Career Specialists x \$31 x 5 days=\$310) that will end prior to June 30, 2014 to improve Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1; Required Use of Funds 4 and 5 |  | 1,440            |
| 5300            | 5100 | Supplies for Criminal Justice Operations (latent fingerprint kit and evidence collection kit) and Career Programs to support students enrolled at Vero Beach High School and Sebastian River High School (copy paper, print cartridges) to improve Performance Measure 1S1, 1S2, 6S1; Required Use of Funds 3, 5; Permissive Use of Fund 7                                                                                                                 |  | 4,765            |
| 6400            | 310  | Contracted services with Research Coast Career Pathways Consortium (RCCPC) to support consortium activities 1-9 identified in the Perkins IV Implementation Guide Performance Measure 1S1,2S1,3S1,4S1; Required Use of Funds 1,2; Attached is the RCCPC Agreement (1.5% of \$149,645=\$2,245 - \$1,600 for bus transportation and substitutes for Great Exploration)                                                                                       |  | 645              |
| 7800            | 790  | School Bus Transportation for 300 CTE Students Trips to IRSC Great Explorations where students are exposed to postsecondary career programs (4 buses x \$300 = \$1,200) that will end prior to June 30, 2014; Performance Measures 2S1, 3S1, 5S1; Required Use of Funds 3 and 9                                                                                                                                                                            |  | 1,200            |
| 7200            | 790  | Indirect Cost .05                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | 6,584            |
| <b>C) TOTAL</b> |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | <b>\$149,645</b> |





**Self-Evaluation Form**  
**Carl D. Perkins Career and Technical Education Secondary Projects**

**Projects recommended for FY 2013-2014 continuation funding must show successful performance accomplishments during the 2012-13 project year. Any shortfalls or negative answer must be explained.**

Eligible Recipient name: School District of Indian River County

Grant Project # for 2012-2013: 310-1613A-3CS01 Form prepared by (name and title): Ruth A. Shaw, Coordinator

Perkins Grant Lead Contact (name and title): Ruth A. Shaw, Coordinator Email: ruth.shaw@indianriverschools.org

Agency staff designated to submit student data through the online databases:  
 (Name and title): Keith Williams Email: keith.williams@indianriverschools.org

**Cells will expand when text is typed.**

| Evaluation of FY 2012-2013 Project                                                                                                                                          | ✓<br>YES | ✓<br>NO | If NO, recipient must adequately explain any changes.<br>Use 12-point font and single spacing. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|------------------------------------------------------------------------------------------------|
| a) Are grant expenditures directly related to and proportionate with performance outcomes achieved in 2012-2013?                                                            | X        |         |                                                                                                |
| b) Has local Perkins IV most recent available performance data (2011-12) been reviewed for accuracy?                                                                        | X        |         |                                                                                                |
| c) Has the eligible recipient attended the annual statewide data reports workshop and/or MISATFOR/WEDDAC meetings hosted by FLDOE?                                          | X        |         |                                                                                                |
| d) Has the eligible recipient accessed a copy of the Quality Assurance Policies, Procedures, and Protocols developed by the Division of Career and Adult Education?         | X        |         |                                                                                                |
| e) Does eligible recipient understand and continue to meet the programmatic requirements for size, scope, and quality to achieve continuous improvement?                    | X        |         |                                                                                                |
| f) Has the eligible recipient participated in career and technical education bi-monthly conference calls with the Chancellor of the Division of Career and Adult Education? | X        |         |                                                                                                |

| Evaluation of FY 2012-2013 Project                                                                                                                                                                  | ✓<br>YES | ✓<br>NO | If NO, recipient must adequately explain any changes.<br>Use 12-point font and single spacing. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|------------------------------------------------------------------------------------------------|
| g) Has the eligible recipient received regular electronic communication from the Chancellor of Division of Career and Adult Education regarding issues related to the administration of Perkins IV? | X        |         |                                                                                                |
| Are the following <b>9 Required Use of Funds (statutory considerations for compliance)</b> still in place according to the original local application (2008-2009) and any approved amendments?      |          |         |                                                                                                |
| 1. Integration of Academic and Career and Technical Education                                                                                                                                       | X        |         |                                                                                                |
| 2. Secondary and postsecondary linkages through Programs of Study                                                                                                                                   | X        |         |                                                                                                |
| 3. Providing strong experience in and understanding of all aspects of industry                                                                                                                      | X        |         |                                                                                                |
| 4. Use of technology in career and technical education                                                                                                                                              | X        |         |                                                                                                |
| 5. Professional development programs                                                                                                                                                                | X        |         |                                                                                                |
| 6. Evaluation of career and technical education programs                                                                                                                                            | X        |         |                                                                                                |
| 7. Initiate, improve, expand and modernize quality CTE programs, including relevant technology                                                                                                      | X        |         |                                                                                                |
| 8. Provide services and activities that are of sufficient size, scope and quality to be effective                                                                                                   | X        |         |                                                                                                |
| 9. Prepare special populations for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency                                                                                  | X        |         |                                                                                                |

Address the following:

Cells will expand when text is typed.

| Evaluation of FY 2012-2013 Project                                                                                                                                      |                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| h) What dollar amount of your local 2012-2013 basic grant funds went to each of the following types of CTE programs?                                                    | \$ _____ 0 ____ for Grades 7-8 middle school CTE<br>\$149,645 for Grades 9-12 high school CTE |
| i) If you conduct an annual assessment of local program offerings, what criteria is used to assess programs?                                                            | List criteria: Advisory Committees, Student Enrollment, Industry Certifications               |
| j) If you use a rubric or other form of evaluation to measure program effectiveness, please provide a hardcopy or website URL.                                          | Attached: yes _____ no __xx_____<br>or<br>Provide website URL:                                |
| k) Do you have CTE program offerings in high schools classified as "Intervene" status or "Correct I" status under the FLDOE Differentiated Accountability (D.A.) Model? | yes _____ no __xx____ not applicable _____                                                    |
| l) Did you and/or your staff participate in a D.A. regional team school visit and evaluation during the Fall of 2012?                                                   | yes _____ no __xx____ not applicable _____                                                    |
| m) Will your LEA's 2013-2014 Perkins funding allocation target CTE programs in "Prevent", "Focus" or "Priority" High Schools?                                           | yes _____ no __xx____ not applicable _____<br>If yes, describe how:                           |
| What was the total amount of your agency's Perkins 2012-13 funding allocation for this project?                                                                         | \$185,966                                                                                     |
| How much has been spent to date?                                                                                                                                        | \$157,648                                                                                     |
| What amount will be spent and/or encumbered by June 30, 2012?                                                                                                           | \$185,966                                                                                     |



If 100% of the total allocation will not be spent and/or encumbered by June 30, 2011, explain why:

Any performance shortfalls must be explained by including corrective measures put into place to prevent future shortfalls.

**Please respond here and use as much room as necessary to adequately address:**

Do you need technical assistance? Yes \_\_\_\_\_ No \_\_\_xx\_\_

If yes, to facilitate service, please state your need(s) and your program manager will contact you.

**Please respond here:**

# 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**

April 23, 2013

Florida Department of Education  
Bureau of Grants Management  
Room 325B Turlington Building  
325 West Gaines Street  
Tallahassee, FL 32399-0400

Ladies and Gentlemen:

The School District of Indian River County wishes to extend its Perkins IV Local Plan for the betterment of its Career and Technical Programs.

Sincerely,

Frances J. Adams  
Superintendent

**"Educate and inspire every  
student to be successful"**

Karen Disney-Brombach ♦ Matthew McCain ♦ Carol Johnson ♦ Claudia Jiménez ♦ Jeffrey Pegler  
District 1 District 2 District 3 District 4 District 5

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

**Carl D. Perkins Career and Technical Education  
Secondary, Section 131  
2008-2013**

The School District of Indian River County has developed the following application narrative using Perkins IV Implementation Guide as a resource.

**1. Part A**

| REQUIRED LOCAL USES OF FUNDS<br>(Perkins IV, SECTION 135) |                                                                               |
|-----------------------------------------------------------|-------------------------------------------------------------------------------|
| Nine Required Activities                                  | Describe how the career and technical education programs will be carried out. |

Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. strengthen the academic and career and technical skills of students participating in career and technical education programs, by strengthening the academic and career and technical education components of such programs through the integration of academics with career and technical education programs through a coherent sequence of courses, such as career and technical programs of study to ensure learning in -</p> <p style="margin-left: 20px;">A. Core academic subjects; and</p> <p style="margin-left: 20px;">B. Career and technical education subjects;</p> <p>2. link career and technical education at the secondary level and career and technical education at the postsecondary level, including by offering the relevant elements of not less than 1 career and technical program of study;</p> | <p>1. The School District of Indian River County will provide career guidance and academic counseling for students participating in career and technical programs by employing two career specialists that will serve the high schools and alternative education center. The career specialists will collaborate with the guidance departments to ensure that the guidance counselors have an understanding of career and technical programs and the importance of the coherent sequence of courses that are required. Automotive Service Technology (industry certified by NATEF) is required to test and interview applicants who desire to enter that program. The career specialists have the responsibility of delivering that process. Sebastian River High School utilizes an academy approach to learning; therefore, the core academic subjects are included within the career and technical programs. Vero Beach High School's academic curriculum is in accord with the career and technical subjects; for instance, English requires a project of a student's career choice. <b>NO PLANNED CHANGES</b></p> <p>2. Indian River County Schools and Indian River Community College have an articulation agreement whereby VBHS and SRHS offer dual-enrollment in career and technical programs as well as in academic courses. Career Pathways Articulation Agreements for all Indian River County Schools' career and technical programs accelerate students who wish to pursue an AS Degree at IRSC. The Indian River County School District is constantly evaluating its career and technical programs by using advisory committees to ensure more students that have the opportunity to participate in dual enrollment and/or continuing post-secondary technical programs. <b>NO PLANNED CHANGES</b></p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**REQUIRED LOCAL USES OF FUNDS**  
(Perkins IV, SECTION 135)

**Nine Required Activities**

**Describe how the career and technical education programs will be carried out.**

**Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>3. provide students with strong experience in and understanding of all aspects of an industry, which may include work-based learning experiences;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>3. Field trips, guest speakers, and work-based learning experiences are ways in which students will gain an understanding of the industries which they study i.e. architects speak to the drafting program students about their careers and field trips occur to expose different designs and buildings. Ninth and tenth grades career students participate in Real World 101 where business partners share their career experience by partaking in resumes, job applications and interviewing, personal finance, work ethics, etc. The twelfth graders' experience includes internships and work-based learning which is monitored by the career specialists. <b>NO PLANNED CHANGES</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <p>4. develop, improve, or expand the use of technology in career and technical education, which may include-</p> <ul style="list-style-type: none"> <li>A. training of career and technical education teachers, faculty, and administrators to use technology, which may include distance learning;</li> <li>B. providing career and technical education students with the academic and career and technical skills (including the mathematics and science knowledge that provides a strong basis for such skills) that lead to entry into the technology fields; or</li> <li>C. encouraging schools to collaborate with technology industries to offer voluntary internships and mentoring programs, including programs that improve the mathematics and science knowledge of students;</li> </ul> | <p>4. The training of career and technical education teachers will continue to be essential. The School District of Indian River County (SDIRC) recognizes that in order to prepare students for success in the 21<sup>st</sup> Century, teachers and students have a critical need for both technology resources and the knowledge to use those resources successfully. They will participate in staff development offered by the county office which includes Intel--technology instruction for the classroom teachers, reading and literacy workshops. Obtaining state or national certification in career and technical programs requires teachers to acquire special training in their chosen field. Teachers are trained in new software such as the new version of Computer Aided Drafting (CAD) or middle school synergistic technology labs. This provides students with the latest technical skills. The career educators use strategies that overcome barriers which impede the special population students and enable them to be productive citizens. For instance, a special population student interested in engines but scored low on the entrance test for the automotive tech program could take gasoline engine service program and learn the skills to fix lawnmowers, weed eaters, go-carts, etc. The Piper Education program is an example where SDIRC collaborates with an industry, New Piper Aircraft. The students attend classes at Piper and receive their training at the Piper factory through a mentor. <b>NO PLANNED CHANGES</b></p> |



REQUIRED LOCAL USES OF FUNDS  
(Perkins IV, SECTION 135)

Nine Required Activities

Describe how the career and technical education programs will be carried out.

Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:

5. provide professional development programs that are consistent with Section 122 to secondary and postsecondary teachers, faculty, administrators, and career guidance and academic counselors who are involved in integrated career and technical education programs, including—
- A. in-service and pre-service training on-
- i. effective integration and use of challenging academic and career and technical education provided jointly with academic teachers to the extent practicable;
  - ii. effective teaching skills based on research that includes promising practices;
  - iii. effective practices to improve parental and community involvement; and
  - iv. effective use of scientifically-based research and data to improve instruction;
- B. support of education programs for teachers of career and technical education in public schools and other public school personnel who are involved in the direct delivery of educational services to career and technical education students, to ensure that such teachers and personnel stay current with all aspects of an industry;

5. As part of the Career Pathways Consortium, professional development programs that are consistent with Section 122 are employed and attended by secondary teachers, administrators, career specialists and guidance counselors. **NO PLANNED CHANGES**
- A. Professional Development
- The in-service and pre-service training includes effective integration and use of challenging academic and career and technical education provided jointly with academic teachers to the extent practicable.
  - Teachers will have the opportunity to attend statewide workshops providing "best practices" and opportunities for learning concerning career and technical education, career pathways, career academies, and middle school alignment.
  - District wide and school wide staff development on data-driven student test scores with Performance Measures Two to improve instruction
  - SDIRC professional development based on research to guide the interaction of students and a instructional strategies for improving reading and writing
  - SDIRC has the following tools which enhance communications with the parents: Esembler gives parents information about their student i.e. homework assigned, attendance, grades, etc. electronically; ConnectEd is a phone system that allows a school to contact the entire student population's parents to announce a message. In addition, information about career and technical is on the district's website; advisory committees of all career and technical programs for the community involvement; and representation on the Chamber of Commerce.
  - Teachers will have the opportunity to attend a National Career Pathways Network (NCPN) conference through the Career Pathways Consortium and workshops offered by Region III and Workforce Education
- B. The Director emails the career and technical teachers whenever an article or training that might be of assistance to them or their students in keeping abreast of the latest in their career programs. SDIRC supports career and technical teachers by allowing them to attend field trips or workshops so that they can stay current with all aspects of an industry.



**REQUIRED LOCAL USES OF FUNDS**  
(Perkins IV, SECTION 135)

**Nine Required Activities**

**Describe how the career and technical education programs will be carried out.**

**Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>C. internship programs that provide relevant business experience; and</p> <p>D. programs designed to train teachers specifically in the effective use and application of technology to improve instruction;</p> <p>6. develop and implement evaluations of the career and technical education programs carried out with funds under this title, including an assessment of how the needs of special populations are being met;</p> <p>7. initiate, improve, expand, and modernize quality career and technical education programs, including relevant technology;</p> | <p>C. Industry experience for teachers to receive skills from local businesses is offered through the Challenger Program from the State of Florida. This Program collaborates with local businesses throughout the state and offers teachers an opportunity to work during the summer improving their skills so they can bring what they learned to their students. District summer workshops are offered for teachers that train them in the effective use and application of technology to improve instruction.</p> <p>D. SDIRC offers programs to train teachers in instructional technology applications such as Intel that offers the instructor tools which enable the students to receive the latest information available.</p> <p>6. The administration and career specialists will develop and implement a career/technical evaluation process that will include, not limited to: students' participation in career-based learning, school based enterprise, career days/fairs, and advisory committees. With the funds received by this grant, the Career Specialists will meet with the ESE Department and develop an assessment for special populations that may include analyzing data from the Informational System Department. The transition specialist of ESE will report specific procedures used to monitor ESE students' progress and assure consistency with each student's IEP. <b>NO PLANNED CHANGES</b></p> <p>7. This grant has enabled the school district to purchase relevant technology/equipment so that students have the opportunity to become industry-certified in their career choice and/or use the new, up-to-date equipment that is found in the workforce. <b>NO PLANNED CHANGES</b></p> |
| <p>8. provide services and activities that are of sufficient size, scope, and quality to be effective; and (Refer to the <b>Perkins IV Implementation Guide</b> for new state requirements on size, scope, and quality.)</p>                                                                                                                                                                                                                                                                                                                                             | <p>8. SDIRC offers its students 15 career and technical education programs, which is far above what the state requires. These programs consist of three or more courses leading to fulfillment of the requirements of the Florida Gold Seal Vocational scholars award. A Certificate of Completion is awarded to each student that completes a program. <b>NO PLANNED CHANGES</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

REQUIRED LOCAL USES OF FUNDS  
(Perkins IV, SECTION 135)

Nine Required Activities

Describe how the career and technical education programs will be carried out.

Funds made available to eligible recipients under this part shall be used to support career and technical education programs that:

9. provide activities to prepare special populations, including single parents and displaced homemakers who are enrolled in career and technical education programs, for high skill, high wage, or high demand occupations that will lead to self-sufficiency.

9. The career educators use strategies that overcome barriers which impede the special population students and enable them to be productive citizens. Middle school students are exposed to career explorations using CHOICES and education planning using Florida Academic Counseling and Tracking for Students (FACTS). Each student completes a personalized academic and career plan which include career goals, skills and aptitudes, and an electronic personalized education plan (ePEP). This allows the student's parent become aware of their career decision making process. The career specialists actively participate in the guidance departments and assist guidance counselors and students with career planning by reviewing the PLAN which is given to all tenth graders. The career specialists research high skill, high wage or high demand occupations that lead to self-sufficiency. **NO PLANNED CHANGES**

Permissive Use of Fund #2: Career Specialists will organize activities for students participating in career and technical education to provide information on postsecondary and career options. **NO PLANNED CHANGES**

Permissive Use of Fund #7: Funds may be used for purchasing instructional aids and publications designed to strengthen and support academic and technical skills achievement. Activities will be provided to prepare special populations, including single parents and displaced homemakers, for high-skill, high-wage, or high-demanded occupations that will lead to self-sufficiency. Access to career and technical programs will be given by recruitment which includes a walk-through of the programs, videos of the programs, college night, career fair, internships, and Career and Technical Programs of Study booklet. **NO PLANNED CHANGES**

Permissive Use of Funds #18: Funds will support training in Auto Services Technology and Business Programs to maintain their industry certified credentials and upgrade auto technology equipment to ensure program improvement. **NO PLANNED CHANGES**



**Part B**

1. Permissive Use of Funds (2)—the Perkins funds provide salaries and pay supplements for two career specialists whose responsibilities will include career counseling and planning, improving graduation rates; providing industry certified testing to students who are recommended by their teachers and (18)—the Perkins funds provide workshops which allow teachers in automotive technology to update their training and earning an ASE certificate. **NO PLANNED CHANGES**

2A. The School District is in constant contact with our local college, Indian River State College, to enhance the partnership and utilizing the existing consortium to carry out the state's program of study.

Application Requirements:

1. One Career and Technical Program was developed in Indian River County School District, Network Support Services, during the 2012-13 program year.

2. The web sites where this program can be viewed is [www.indianriverschools.org](http://www.indianriverschools.org), click on "school link and high school" to find Vero Beach High School and Sebastian River High School.

a. Ninth graders tour all career and technical programs and meet with their guidance counselor to select their courses for the next year.

b. Articulation agreements for all programs of study, except Network Support Services, which will have seniors in 2015, have been approved by the Boards at both institutions and signed by the President, IRSC, and Superintendent, SDIRC.

c. Students will be awarded articulation credits upon initial registration at IRSC, except where entrance/competency exams are needed based on program acceptance and/or course placement, and as part of the program selection process in IRSC educational services credits awarded at program selection are final and a one-time process.

d. The process that has been adopted by the high schools is to offer open enrollment for the first course of a program to tenth graders rather than seniors. This allows for sequential completion of a program upon graduation. The career specialists request a report that lists all the CTE courses completed by a student.

e. The postsecondary credential for certification is HP Accredited Technical Associate.

3. The School District offers 15 CTE programs in two high schools.

4. Nine CTE Programs of Study have been completed the State Template.

5. Faculty of each institution reviews the curriculum and decides which courses meet the same requirements to award the students credit for those common courses.

6. The following chart contains a program of study, Network Support Services. The School District will complete the state requirement of converting Network Support Services to a comprehensive Program of Study with a supporting articulation agreement by the end of the school year 2014-2015. The state template which explains to the student the courses he/she would achieve in college credits by completing Network Support Services 1, 2, and 3 and the college courses necessary to acquire a college degree will be available to students during the 2014-2015 school year.

| Program Name                                                                                          | Program Number | 2013-2014 Projected Student Enrollment | Is the Program identified as High Skill, High Wage or High Demand? * |    | Is this program part of a local articulation agreement? |    |
|-------------------------------------------------------------------------------------------------------|----------------|----------------------------------------|----------------------------------------------------------------------|----|---------------------------------------------------------|----|
|                                                                                                       |                |                                        | Yes                                                                  | No | Yes                                                     | No |
| Network Support Services (SOC 151071; 2012-13 Regional Targeted Occupations List Workforce Region 20) | 8208000        | 60                                     | XX                                                                   |    |                                                         | XX |

7. The Research Coast Pathways Consortium implements numerous strategies to ensure equitable distribution of funds, services, and information about the Career Pathways and are disseminated to appropriate secondary and postsecondary populations. To inform the four counties and IRSC of the goals and objectives of initiatives, the Research Coast Pathways Consortium will:

- Inform community members through public forums and business meetings
- Hold monthly Consortium physical and/or e-meetings for school-site personnel
- Solicit and implement leadership input regarding Consortium needs from career and technical directors
- Communicate with secondary school superintendents, principals, and administrators; and the community college president and respective boards
- Communicate regularly with high school principals and instructional deans via email updates
- Update IRSC portal/website detailing Career Pathways programs and opportunities
- Distribute career and technical education information to all 8<sup>th</sup> grade students
- Present Career Pathways information at school open houses, student/school events,
- Present career and technical education programs information to counselors during the annual workshop
- Create, print, and/or distribute Career Pathways publications to students, parents, teachers and business partners
- Create press releases
- Host/support Career Pathways events at the IRSC campuses



2B. Sebastian River High School (SRHS) and Vero Beach High School (VBHS) include the core academic subjects in the career and technical programs i.e. SRHS utilizes an academy approach to learning which includes a capstone activity upon completion of a program of study. VBHS integrates career and academic courses by implementing the Florida Sunshine State Standards into each program area. **NO PLANNED CHANGES**

2C. Field trips, guest speakers, and work-based learning experiences are ways in which students will gain an understanding of the industries which they study i.e. architects speak to the drafting program students about their careers and field trips occur to expose different designs and buildings. Eleventh and twelfth grades career students participate in Florida Ready to Work Certification where students earn a credential in reading for information, applied mathematics, and locating information. The twelfth graders' experience includes internships and work-based learning which is monitored by the career specialists. **NO PLANNED CHANGES**

2D. In preparation for students who desire to become industry certified, career teachers are aware of the importance of instructing their students in rigorous content in each occupational area. For instance, in Health Science both schools tested 77 students and 75 became certified nursing assistants. This would be impossible to achieve that high passage percentage without a challenging curriculum.

2E. All students at each high school are encouraged to enroll in the most demanding course work. The guidance counselors and teachers recommend students to participate in AP, IB, and Honors level courses. **NO PLANNED CHANGES**

### **3. Professional/Curriculum Development—NO PLANNED CHANGES**

- SDIRC developed a procedure for initial teachers which includes unit and lesson planning, critical thinking/FCAT, professional ethics, cooperative learning/teaching strategies, modifying instructions, working with ESE students, assessment, abuse



awareness, creating and using rubrics, equity, grading practices, assessment driven instructional modifications, motivation and learning theories, performance measures training, differentiated instruction, reading development, and instructional technology. This 88 hour training is conducted on Saturdays and early release Wednesdays and the teacher is given a year to complete these workshops.

- In addition to the sessions mentioned above, academic, guidance, administrative and career and technical education personnel will be provided comprehensive professional development that promotes the integration of coherent and rigorous content aligned with challenging academic standards and relevant career and technical education. The following district-wide workshops will be held during the five-year plan for academic and career education: rigor/relevance framework to examine curriculum, instruction, and assessment; instructional strategies to develop more rigorous and relevant instruction to enable students to achieve at higher levels; student learning styles (concrete-sequential, abstract-sequential, concrete-random, abstract-random); integration curriculum aligned with Sunshine State Standards; assessments that will enhance the student's ability to perform based on instructional strategies; and educational technology.

#### **4. Stakeholder Involvement—NO PLANNED CHANGES**

Career and technical education relies heavily on its networking among business partners. Each career and technical program has an advisory committee which meets twice a year to give the teachers their input concerning the curriculum, activities, and other items that may benefit the students. These advisory committees have teachers, administrators, students, business partners, and parents that discuss the development, implementation, and evaluation career and technical education programs. Representatives from business and industry, postsecondary institutions, armed services, and local agencies participate in career/job fairs that are held at each school. All

juniors and seniors attend these activities that enable them to gather more information about their career choice. Events such as the Career and Technical Extravagance at Indian River Mall and Academy Awareness where parents and students participate and gather information about the career programs that helps them make a well-informed decision about the student's career choice. Upcoming tenth graders do a walk-through of all the career and technical programs where the teachers given the students a summary of the program and the students watch a video of all the career programs before they register. Their parents/guardians are required to sign their registration form that states the career and technical program they chose. The consortia collaborate with its members and strive to meet the needs of every career and technical student. Indian River State College hosts "Great Explorations" that is an event designed to introduce high school students from the four-county area to career options. The students engage in related hands-on activities and they are introduced to business people and professionals employed in their area of interest. A leadership committee comprised of administrators of the four-county area and IRCC meet quarterly to discuss items that affect our programs and students.

##### **5. Size, Scope and Quality—NO PLANNED CHANGES**

SDIRC is considered a medium district as appears on the Secondary Size Identification Table showing 3,513 students enrolled or 1.04% percentage of total enrollment. Career and technical plays an important role in the curriculum and instruction department as well as in the School Board's and Superintendent's perception. Goal 2 of Section 1, Superintendent's Five Year Strategic Plan says "The district will provide career and technical programs to ensure that students will receive a marketable and complete academic and career courses that prepare them for success in college and/or the workplace." The objective of that goal is "The district will conduct a comprehensive review of all career and technical programs in affiliation with the community college and local business community." When the Plan needs revision, career and

technical education will definitely provide strategies that improve the quality of career and technical education programs.



## SIZE, SCOPE & QUALITY PROGRAMMATIC REQUIREMENTS CHART

This chart, to be completed by the eligible recipient, may be duplicated for the appropriate required number of programs (from 1-5) based on information listed by district in the **Perkins IV Implementation Guide** (2013-2014 Edition) at: [http://www.fldoe.org/workforce/perkins/perkins\\_resources.asp](http://www.fldoe.org/workforce/perkins/perkins_resources.asp)

An **EXAMPLE** chart follows for eligible recipient guidance.

| SIZE, SCOPE & QUALITY PROGRAMMATIC REQUIREMENTS CHART                                                                                                                                                                                                                                                                                                                                                                             |                         |                         |                                                                           |                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|---------------------------------------------------------------------------|------------------------------|
| SIZE (Items 1- 4 below)                                                                                                                                                                                                                                                                                                                                                                                                           |                         |                         |                                                                           |                              |
| 1. Identify Program Name(s)                                                                                                                                                                                                                                                                                                                                                                                                       | 2. Identify Program #s) | 3. Identify CIP Code(s) | 4. Identify Courses Offered to Reach Concentrator Status for Each Program |                              |
| Network Support Services                                                                                                                                                                                                                                                                                                                                                                                                          | 8208000                 | 0511090102              | 8207020                                                                   | Networking 1                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                   |                         |                         | 8207030                                                                   | Networking 2, Infrastructure |
|                                                                                                                                                                                                                                                                                                                                                                                                                                   |                         |                         | 8207040                                                                   | Networking 3, Infrastructure |
| SCOPE (Items 5 & 6 below)                                                                                                                                                                                                                                                                                                                                                                                                         |                         |                         |                                                                           |                              |
| <b>5. Describe How Program(s) (listed under “Size”) Align with Business and/or Industry</b>                                                                                                                                                                                                                                                                                                                                       |                         |                         |                                                                           |                              |
| Program has an advisory committee who offer their expertise in the development of curriculum.                                                                                                                                                                                                                                                                                                                                     |                         |                         |                                                                           |                              |
| <b>6. Describe How Program(s) (listed under “Size”) Offer Dual Enrollment and/or Articulated Credit Opportunities</b>                                                                                                                                                                                                                                                                                                             |                         |                         |                                                                           |                              |
| Students may earn college credits at Indian River State College upon successful completion of three sequential courses.                                                                                                                                                                                                                                                                                                           |                         |                         |                                                                           |                              |
| QUALITY (Items 7 & 8 below)                                                                                                                                                                                                                                                                                                                                                                                                       |                         |                         |                                                                           |                              |
| <b>7. Identify Industry Certification and/or Licensure Available for the Program(s) Identified Under “Size”</b>                                                                                                                                                                                                                                                                                                                   |                         |                         |                                                                           |                              |
| Students may receive a Hewlett-Packard Applied Technical Associate in Connected Devices by successful being assessed.                                                                                                                                                                                                                                                                                                             |                         |                         |                                                                           |                              |
| <b>8. Describe if Program(s) Identified under “Size” are High Skill, High Wage or High Demand and Document Source</b>                                                                                                                                                                                                                                                                                                             |                         |                         |                                                                           |                              |
| List identification source for determining High Wage, High Skill or High Demand.<br>The statewide Targeted Occupations Lists (TOL) and/or regional TOL may be used to identify High-Skill/High-Wage or High-Demand careers that align with your programs. Information may be accessed at: <a href="http://www.labormarketinfo.com/wec/TargetOccupationList.htm">http://www.labormarketinfo.com/wec/TargetOccupationList.htm</a> . |                         |                         |                                                                           |                              |
| Workforce Region 20, Targets Occupations List as 151041 Computer Support Specialists; 151071 Network and Computer Systems Administrator                                                                                                                                                                                                                                                                                           |                         |                         |                                                                           |                              |
| <b>9. Describe how the eligible recipient ensures that academics are an integral component of all the CTE Programs identified under “Size”.</b>                                                                                                                                                                                                                                                                                   |                         |                         |                                                                           |                              |
| The Network Support Services teacher develops activities and/or projects which involve the integration of academic subjects, especially English for communications by performing end user support and assistance by troubleshooting and diagnosing through telephone, e-mail, internet, remote access, or direct contact and math by construct charts/tables/graphs using functions and data.                                     |                         |                         |                                                                           |                              |



## SIZE, SCOPE & QUALITY PROGRAMMATIC REQUIREMENTS CHART—NO PLANNED CHANGES

This chart, to be completed by the eligible recipient, may be duplicated for the appropriate required number of programs (from 1-5) based on information listed by district in the **Perkins IV Implementation Guide** at: <http://www.fldoe.org/workforce/dwdgrants/>.

An **EXAMPLE** chart follows for eligible recipient guidance.

| <b>SIZE, SCOPE &amp; QUALITY PROGRAMMATIC REQUIREMENTS CHART</b>                                                                                                                                                                                                                                                                                                                                                                  |                                 |                                |                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>SIZE (Items 1- 4 below)</b>                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                                |                                                                                                             |
| <b>1. Identify Program Name(s)</b>                                                                                                                                                                                                                                                                                                                                                                                                | <b>2. Identify Program #(s)</b> | <b>3. Identify CIP Code(s)</b> | <b>4. Identify Courses Offered to Reach Concentrator Status for Each Program</b>                            |
| Entrepreneurship                                                                                                                                                                                                                                                                                                                                                                                                                  | 8812100                         | 0252070102                     | 8812110 Principles of Entrepreneurship<br>8812120 Business Management and Law<br>8812000 Business Ownership |
| <b>SCOPE (Items 5 &amp; 6 below)</b>                                                                                                                                                                                                                                                                                                                                                                                              |                                 |                                |                                                                                                             |
| <b>5. Describe How Program(s) (listed under “Size”) Align with Business and/or Industry</b>                                                                                                                                                                                                                                                                                                                                       |                                 |                                |                                                                                                             |
| Program has an advisory committee that provides expertise in this field and reviews the curriculum/activities.                                                                                                                                                                                                                                                                                                                    |                                 |                                |                                                                                                             |
| <b>6. Describe How Program(s) (listed under “Size”) Offer Dual Enrollment and/or Articulated Credit Opportunities</b>                                                                                                                                                                                                                                                                                                             |                                 |                                |                                                                                                             |
| Students earn college credits through an articulation agreement at IRSC that is forthcoming.                                                                                                                                                                                                                                                                                                                                      |                                 |                                |                                                                                                             |
| <b>QUALITY (Items 7 &amp; 8 below)</b>                                                                                                                                                                                                                                                                                                                                                                                            |                                 |                                |                                                                                                             |
| <b>7. Identify Industry Certification and/or Licensure Available for the Program(s) Identified Under “Size”</b>                                                                                                                                                                                                                                                                                                                   |                                 |                                |                                                                                                             |
| Comprehensive Industry Certification for Photoshop.                                                                                                                                                                                                                                                                                                                                                                               |                                 |                                |                                                                                                             |
| <b>8. Describe if Program(s) Identified under “Size” are High Skill, High Wage or High Demand and Document Source</b>                                                                                                                                                                                                                                                                                                             |                                 |                                |                                                                                                             |
| List identification source for determining High Wage, High Skill or High Demand.<br>The statewide Targeted Occupations Lists (TOL) and/or regional TOL may be used to identify High-Skill/High-Wage or High-Demand careers that align with your programs. Information may be accessed at: <a href="http://www.labormarketinfo.com/wec/TargetOccupationList.htm">http://www.labormarketinfo.com/wec/TargetOccupationList.htm</a> . |                                 |                                |                                                                                                             |
| Identified on the Workforce Region 20 Targeted Occupation List as Business Operations Specialists, All Other, High-Skill, High-Wage                                                                                                                                                                                                                                                                                               |                                 |                                |                                                                                                             |
| <b>9. Describe how the eligible recipient ensures that academics are an integral component of all the CTE Programs identified under “Size”.</b>                                                                                                                                                                                                                                                                                   |                                 |                                |                                                                                                             |
| The Entrepreneurship teacher collaborates with the English and math teachers to develop integrated activities for the program.                                                                                                                                                                                                                                                                                                    |                                 |                                |                                                                                                             |

## **6. Evaluate and Continuously Improve Performance—NO PLANNED CHANGES**

The administrator and career specialists will research occupational areas using information provided by Indian River Chamber of Commerce, State of Florida Agency for Innovation Labor Market Statistics, and the Workforce Development Board of the Treasure Coast to examine careers that better meet the needs of our community (revise and update current career programs). An annual report will result that states the findings and recommendations will be sent to the Assistant Superintendent of Curriculum and Instruction.

## **7. Special Populations Students Levels, Self-sufficiency—NO PLANNED CHANGES**

A. SDIRC encourages students with special needs to enroll in career and technical programs. Tutoring services, academic remediation, equipment and curriculum modifications and other support services will be provided to assist students who are members of special populations to successfully complete their career and technical program. The ESE Program Specialist will provide enhanced guidance and counseling services.

B. The Modified Occupational Completion Points (MOCP) are selected sets of student performance standards that fall between pre-established occupational completion points. These MOCP's will be used in the three targeted programs that give the teacher and special population student a targeted outcome. The ESE Resource Specialist will ensure that Individual Education Plans are developed and monitored. Students and parents meet with the ESE staff, guidance counselors and teachers to complete the student's IEP.

C. Activities will be provided to prepare special populations, including single parents and displaced homemakers, for high-skill, high-wage, or high-demanded occupations that will lead to self-sufficiency. Access to career and technical programs will be given by recruitment which includes a walk-through of the programs, videos of the programs, college night, career fair, internships, and Career and Technical Programs of Study booklet.



## **8. Special Populations Non-Discrimination—NO PLANNED CHANGES**

Presentations and written communications will have no stereotyping or bias with regard to race, age, sex, national origin, or handicapping condition.

## **9. Non-traditional Careers—NO PLANNED CHANGES**

The Career Specialists have implemented programs, services, and activities for non-traditional careers and will continue counseling students about non-traditional careers. In their recruitment activities, non-traditional programs will be highlighted such as the Nursing Assistant for males; Automotive Service Technology for females; according to the non-traditional indicators for Perkins IV processing, Web Design doesn't meet the qualifications. The career specialists will obtain guest speakers who work in a non-traditional field speak to students. Students are encouraged to enroll in these programs by the Career Specialist. The Public Information Officer interviewed past high school graduates and these interviews are shown on the morning announcements. The director made a special effort to identify people who were employed in a non-traditional career.

## **10. Career Guidance and Academic Counseling—NO PLANNED CHANGES**

SDIRC developed a comprehensive school counseling program resource guide that states the goals of the counseling program are to assist each individual in achieving educational success, developing consistencies in career and life planning and in acquiring and applying knowledge of self and others. The high school career specialist is a part of the guidance team and an integral part of the total education program. Counselors proactively implement a 9-12 guidance curriculum to enhance academic achievement, personal/social, and career development. The job responsibility of a career specialist mirrors the job responsibilities of a guidance counselor. They include guiding and counseling groups of individual students through the development of educational and career plans, consulting with teachers, parents, guidance



counselors, administrators and appropriate staff to meet the career development needs of students, and maintaining ongoing professional development. The career specialist will attend local and state staff development activities and relevant workshops/conferences sponsored by professional organizations. The career specialists collaborate with the Research Coast Pathways Consortium and the community college to acquire training opportunities for the career and technical students. The career specialists also attend college night and encourage the career students to attend it as well by using ConnectEd (phone system that leaves a message for parents) and presenting this information to all juniors and seniors in their career programs.

#### **11. Teacher Recruitment, Retention, Transition—NO PLANNED CHANGES**

A. The Personnel Department and school administrators recruit teachers, including individuals in groups underrepresented in the teaching profession, by attending job fairs at Bethune-Cookman, Florida Agricultural Mechanical University, Florida State University, University Central Florida, University of Florida, University of Miami, University North Florida, and Great Florida Teach-In each year. SDIRC utilizes Teachers for Teachers website as a recruitment tool. All instructors must meet the qualifications for a teaching position and be highly qualified to meet NCLB requirements.

B. SDIRC has a board rule that allows individuals possessing occupational expertise in the areas of career and technical education i.e. health science, public service, industrial, etc. to be certified. The superintendent shall ensure that personnel in non-degreed career and technical instructional positions meet minimum requirements for employment and shall maintain records of such information in each employee's personnel file.

#### **12. Partnership with Local Charter Schools—NO PLANNED CHANGES**

Indian River Charter High School receives a letter each year informing the principal of the federal funding available, including Carl Perkins Career and Technical Education; they chose

not to participate. Carl Perkins' funds provide the charter school bus transportation to IRSC main campus, Fort Pierce, Florida, for Great Explorations so their students have an opportunity to tour the postsecondary career and technical programs.

### 13. Purposes and Programs for Members of the Consortium

The goal is for all career/technical education students to obtain equal access and maximum benefit from their educational experience enabling an effective transition into the college environment and information/opportunities are disseminated/offered to all career/technical education students within the Consortium. The anticipated success is enhanced student access and success.

### 14. List of Names and Addresses of the Sites Served in 2013-2014

|                                                                                                              |                                                                             |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Vero Beach High School (VBHS)<br>School (SRHS)<br>1707 16 <sup>th</sup> Street<br>Vero Beach, FL 32960       | Sebastian River High<br>9001 90 <sup>th</sup> Avenue<br>Sebastian, FL 32958 |
| <u>Career Program</u>                                                                                        | <u>CIP Number</u>                                                           |
| Automotive Technology (VBHS, SRHS)                                                                           | 0647060405                                                                  |
| Accounting (VBHS)                                                                                            | 0552030220                                                                  |
| Building Construction (Electrical, Carpentry, Roofing,<br>Air Conditioning/Heating, Roofing, Masonry) (VBHS) | 0646040102                                                                  |
| Business Supervision/Management (VBHS, SRHS)                                                                 | 0552020101                                                                  |
| Digital Design (VBHS, SRHS)                                                                                  | 0510030306                                                                  |
| Entrepreneurship (SRHS)                                                                                      | 0252070102                                                                  |
| Culinary Arts (VBHS, SRHS)                                                                                   | 0420040210                                                                  |
| Commercial Photography (VBHS)                                                                                | 0650040600                                                                  |
| Criminal Justice (SRHS)                                                                                      | 0743010305                                                                  |
| Drafting and Illustrative Design (VBHS)                                                                      | 0648010102                                                                  |
| Geospacial/Geographic Information System (SRHS)                                                              | 0545070214                                                                  |
| Network Support Services—Oracle (SRHS)                                                                       | 0511090102                                                                  |
| New Media Technology (VBHS, SRHS)                                                                            | 0511080100                                                                  |
| Nursing Assistant/Home Health Aide (VBHS, SRHS)                                                              | 0317060201                                                                  |
| Welding Technology (VBHS)                                                                                    | 0648050802                                                                  |

## **15. Support for Reading/Strategic Initiatives for 2013-14**

Career and Technical Education teachers will continue to use “Reading Across the Curriculum” to follow the district’s philosophy that “all teachers are reading teachers.” The teachers have attended instructional strategies workshops where they learn how to teach for rigor and relevance by using Dr. Daggett’s “Teacher Handbook, Instructional Strategies.” This provides teachers with a continuous improvement of teaching and enables teachers to make good decisions about how to present material. All students are enrolled in an FCAT preparation class in the ninth grade through the use of the Read 180 Program. Read 180 meets the criteria for Just Read, Florida! because it is a comprehensive, coordinated reading program which is aimed at helping every student become a successful, independent reader. Career and Technical students who need assistance in grades 10-12 will have access to Read 180. The career specialists will continue to meet with career and technical students to conduct counseling and utilizing career software for students’ career plans, including post-secondary education.

The career specialists will collaborate with the guidance departments to ensure that the guidance counselors have an understanding of career and technical programs and the importance of the coherent sequence of courses that are required. Automotive Service Technology (industry certified by NATEF) is required to test and interview applicants who desire to enter that program. The career specialists have the responsibility of delivering that process. Sebastian River High School utilizes an academy approach to learning; therefore, the core academic subjects are included within the career and technical programs. Vero Beach High School’s academic curriculum is in accord with the career and technical subjects; for instance, English requires a project of a student’s career choice.

Career and technical students are enrolled in core academic classes that prepare them to enter a postsecondary education without remediation and/or high-skilled entry-level



employment. The career teachers offer a variety of instructional activities, strategies and methods to improve student achievement. Students participating in a career and technical program receive an integrated, applied curriculum using Rigor/Relevance Framework that enables them to succeed in college and careers. Many of the career and technical programs include an integrated project which requires students utilize their academic skills pertaining to English, science, math and social studies. This senior capstone project is a culmination of the curriculum and includes oral and written presentations about a topic approved by the teacher. The teachers have access to disaggregated student performance data for analysis and instructional planning by the District's data management software, Performance Measures (PM2). PM2 can report students' results by NCLB subgroups and FCAT achievement levels to teachers. Students are monitored using PM2 and their individual results will determine what instructional strategies or accommodations are needed. Utilizing PM2 will enable our secondary career/technical and academic teachers to improve students' reading, mathematics and science education. The goal of Indian River County School District is that all students graduating from high school need to be prepared to enter postsecondary or the workforce without required remediation in reading, mathematics and/or science.

Students that enroll in career and technology programs are taught the same academic requirements that are obtained by their peers and are encouraged to receive postsecondary credit by dual enrollment at IRSC thus they are expanding the opportunities for postsecondary degrees. The career students must pass the FCAT in the 10<sup>th</sup> grade and meet all the requirements to graduate. The core curriculum for career students is coherent and rigorous content aligned with challenging academic standards to improve college and career readiness. To meet the Florida State Board of Education Next Generation Strategic Areas of Focus crosswalk, career programs align workforce education with skill requirements of the new economy by giving students are the

opportunity to strengthen students' foundations skills. All students' assessment data is entered into PM2, software that tracks each student's progress, and is readily available to teachers so they can see their students test scores. This enables the teacher to observe the benchmarks and determine the area that each individual needs remediation.

The Career Specialists' responsibilities include recruitment of students in all career and technical programs. A pamphlet entitled "School to Careers, Career and Technical, Programs of Study" has a 6 year plan for the students to follow. In grades 9-12, it outlines the academic courses that the student needs i.e. foreign language, algebra 2, chemistry, etc. in order to meet his/her goals plus the career program. It lists what courses are required at Indian River State College (IRSC) should that student pursue an A.S. degree in that field.

#### **16. Automotive Service Technology Education Programs – NO PLANNED CHANGES**

Sebastian River High School and Vero Beach High School's automotive service technology programs are industry certified as is stated on the Florida NATEF/ASE Certified Programs.

#### **17. Local Performance Accountability Information – NO PLANNED CHANGES**

FL DOE Division of Workforce Education will negotiate all secondary state performance targets. SDIRC will work toward meeting local improvements targets that are established by the Florida Department of Education. State level Secondary Performance targets are pending approval from the Office of Vocational and Adult Education (OVAE). SDIRC will receive, under separate cover, from the Division of Workforce Education, individualized Perkins IV performance core indicator data for the school district's improvements targets identified.

## **18. Local Program Improvement Plan**

As required in Section 123 of the Act, a local program improvement plan is not necessary because the School District of Indian River achieved at least 90% on their 2011-2012 local agreed upon performance levels.

## **20. GEPA Requirements – NO PLANNED CHANGES**

Career and Technical Programs of the School District of Indian River County are offered to all students regardless of gender, race, national origin, color, disability or age; except when it is necessary to meet bona fide program requirements. The SDIRC shall take all necessary actions to comply with the letter and spirit of state and federal laws providing for equitable participation. The School District will utilize all possible and appropriate strategies to ensure equitable access to and participation in career and technical programs.



**Carl D. Perkins, Secondary, Section 131**

**APPLICATION REVIEW CRITERIA AND CHECKLIST**

- **Place all items requested in the order indicated below.**
- Include only the items requested.
- Place page numbers on every page consecutively, at the bottom, beginning with the DOE 100A as page 1. Page numbers written by hand are permissible if electronic numbering is a problem.
- Place a binder clip on the upper left corner of each complete application package (no spiral bindings, notebooks or cover pages, please).
- Include this form in the application package.

| Place in the following order | Item                                                                                                                           | Applicant<br>Provide page #s for items listed | DOE Staff<br>✓ Check appropriate box below |            |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|--------------------------------------------|------------|
|                              |                                                                                                                                |                                               | Complete                                   | Incomplete |
|                              |                                                                                                                                |                                               |                                            |            |
| <b>1</b>                     | DOE 100A, Project Application – with original signature                                                                        | <b>1</b>                                      |                                            |            |
| <b>2</b>                     | DOE 101, Budget Narrative Form<br><u>If consortium, include an individual form for each of the agencies in the consortium.</u> | <b>2</b>                                      |                                            |            |
| <b>3</b>                     | Projected Equipment Purchases Form<br>OR other equipment documentation                                                         | <b>N/A</b>                                    |                                            |            |
| <b>4</b>                     | Self-Evaluation Form                                                                                                           | <b>4-7</b>                                    |                                            |            |
| <b>5</b>                     | Request to Extend Local Plan Letter                                                                                            | <b>8</b>                                      |                                            |            |
| <b>6</b>                     | <b>Narrative Section</b>                                                                                                       |                                               |                                            |            |
|                              | 1. Part A and Part B Use of Funds                                                                                              | <b>9-14</b>                                   |                                            |            |
|                              | 2. Program of Study – 2A-2E (include applicable lists)                                                                         | <b>14-17</b>                                  |                                            |            |
|                              | 3. Professional / Curriculum Development                                                                                       | <b>17</b>                                     |                                            |            |
|                              | 4. Stakeholders Involvement                                                                                                    | <b>18</b>                                     |                                            |            |
|                              | 5. Size, Scope & Quality                                                                                                       | <b>19-22</b>                                  |                                            |            |
|                              | 6. Evaluate and Improve                                                                                                        | <b>23</b>                                     |                                            |            |
|                              | 7. A - C Barriers, Special Pops Levels, Self-sufficiency                                                                       | <b>23</b>                                     |                                            |            |
|                              | 8. Special Populations Non-Discrimination                                                                                      | <b>24</b>                                     |                                            |            |
|                              | 9. Non-traditional Fields                                                                                                      | <b>24</b>                                     |                                            |            |
|                              | 10. Career Guidance and Counseling                                                                                             | <b>24</b>                                     |                                            |            |
|                              | 11. A – B Teacher Recruitment, Retention, Transition                                                                           | <b>25</b>                                     |                                            |            |
|                              | 12. Charter School Support                                                                                                     | <b>25</b>                                     |                                            |            |
|                              | 13. Consortium Projects - ONLY                                                                                                 | <b>26</b>                                     |                                            |            |
|                              | 14. Sites and CIPs Lists                                                                                                       | <b>26</b>                                     |                                            |            |
|                              | 15. Support for Reading/Strategic Imperatives                                                                                  | <b>27-29</b>                                  |                                            |            |
|                              | 16. Automotive Service Technology                                                                                              | <b>29</b>                                     |                                            |            |
|                              | 17. Local Performance Accountability Information                                                                               | <b>29</b>                                     |                                            |            |
|                              | 18. Local Program Improvement Plans – if applicable                                                                            | <b>N/A</b>                                    |                                            |            |
| 19. GEPA                     | <b>30</b>                                                                                                                      |                                               |                                            |            |
| <b>7</b>                     | Application Review Criteria and Checklist                                                                                      | <b>31</b>                                     |                                            |            |

Research Coast Career Pathways Consortium  
2013-2014  
*Contractual Service Agreement*

**Purpose, Terms and Conditions**

This Contractual Service Agreement serves as a written understanding between each member of the Research Coast Career Pathways Consortium (RCCPC), consisting of Indian River State College, Indian River County School District, Martin County School District, Okeechobee County School District, and Saint Lucie County School District to the terms and conditions set forth herein pursuant to the Florida Department of Education Carl D. Perkins Career and Technical Education Programs Grant Application - Section 131 and/or 132 and in compliance with Florida Statutes, Section 215.422, 216.347, 216.3475, Rule 60A-1.017, Florida Administrative Code.

The Research Coast Career Pathways Consortium was established for the local, state, and national implementation of Career Pathways and Career and Technical Education.

Indian River State College will develop accounts to manage the transfer of funds from the consortium partners' secondary Perkins grants and will serve as fiscal agent of the Research Coast Career Pathways Consortium.

**Target Population**

The Research Coast Career Pathways Consortium agrees to provide support for Career and Technical Education educators, administrators, career and academic guidance counselors, and Career and Technical Education students to ensure the provision of optimal programmatic implementation for the consortium's fourteen area high schools.

**Scope of Work**

The partners of the Research Coast Career Pathways Consortium agree to jointly implement the goals and objectives for the fiscal year 2013 - 2014. Funds, in the amount of \$2,245 or 1.5% of the Indian River County School District Consortium partner total basic Perkins grant fund, shall be used to support eligible Career and Technical Education programs and initiatives including the following minimum requirements: (Please note that the balance of funds is inclusive of and contingent upon the release of the total funds from the aforementioned consortium partner. See Exhibit 1 for details.)

- The consortium's activities will provide professional development and in-service opportunities for teachers, counselors, and administrators for the advancement of Career and Technical Education and developing new interdisciplinary strategies for Academic and Career and Technical Education teachers in order to provide quality programs for our Career and Technical



Research Coast Career Pathways Consortium  
2013-2014  
*Contractual Service Agreement*

Education students.

- Development of new resources for students, parents, and the community to access information about Career and Technical Education and Career Pathways, what our local area offers for Career and Technical Education Students, and additional resources.
- The consortium will continue curriculum alignment and articulation activities for our 29,000+ students in the high schools of Indian River, Martin, Okeechobee, and St. Lucie Counties during the period of July 1, 2013 through June 30, 2014. The Consortium partners will convene a minimum of six times during the 2013-2014 fiscal year to ensure alignment of secondary and postsecondary Career and Technical Education curricula.
- Data analysis and tracking reports will assist program directors and advisors with student recruitment and retention.

Documentation of tasks and services will be provided through the following:

- Minutes of monthly Consortium meetings,
- Articulation agreements generated annually,
- Articulated credit matrix report /Program of Study, and
- College records of students receiving Career Pathways College Credit
- Documentation of professional development and in-service opportunities for consortium partners including agendas and attendance rosters.

The school district research coast career pathways consortium members reserve the right to withhold a portion of the 1.5% Perkins allocation funds for transportation cost associated with participating in the annual Indian River State College Great Exploration event. The funding portion reserved will not exceed standard school district(s) transportation rates.

The scope of work is directly related to the secondary and postsecondary goals of Perkins IV, Section 134 (B)(3).

**Deliverables and Performance Standards**

Fiscal Agent, Indian River State College, and the RCCPC will maintain, review, update, implement, and report no less than 3 Programs of Study per county for the 2013 -2014 fiscal year, for Career Pathways and Career and Technical Education students transitioning from the consortium's secondary programs to IRSC. All Articulation Agreements will be written and reviewed by the RCCPC, and signed by Indian River State College and the

Research Coast Career Pathways Consortium  
2013-2014  
*Contractual Service Agreement*

County School Districts. The signed agreements will serve as documentation that the consortium's goals and objectives and agreements for articulation have been met. Reports of all articulation agreements and activities will be made available upon request. The consortium will maintain, review, update, and/or create as needed no less than 22 agreements as outlined below: (Please note that each partners individual contribution is listed under Exhibit 1, and that the totals below for each county reflect the school district's contribution, as well as, a percentage of IRSC's contribution)

Research Coast Career Pathways Consortium 2013-2014 Contractual Service Agreement

- 22 agreements for Indian River County for a total = \$2,245.00  
Total = \$2,245.00

|                              |
|------------------------------|
| <b>Monitoring and Report</b> |
|------------------------------|

Indian River State College as fiscal agent will provide semiannual reports to its Consortium members. Report details will include to date expense report and consortium activities report.

The administration of resources awarded by Indian River State College to the Research Coast Career Pathways Consortium may be subject to audits and/or monitoring by Indian River State College as described in the monitoring and Audits sections of this agreement, to ensure that all consortium activities and use of funds are mutually beneficial to all members.

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, monitoring procedures may include, but not be limited to, on-site visits by Indian River State College staff, limited scope audits as defined by OMB Circular A-133, as revise, and/or other procedures. By entering into this agreement, the Research Coast Career Pathways Consortium agrees to comply and cooperate with any monitoring procedures, processes deemed appropriate by Indian River State College. In the event Indian River State College determines that limited scope audit of the Research Coast Career Pathways Consortium is appropriate, the Research Coast Career Pathways Consortium agrees to comply with any additional instructions provided by Indian River State College staff to the Research Coast Career Pathways Consortium regarding such audit. The Research Coast Career Pathways Consortium further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.



Research Coast Career Pathways Consortium  
2013-2014  
*Contractual Service Agreement*

**Audits**

If the Research Coast Career Pathways Consortium and Indian River State College elect to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Research Coast Career Pathways resources obtained from other than State entities.

Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to Indian River State College at the following address:

Indian River State College  
3209 Virginia Avenue  
Fort Pierce, FL 34981

Copies of reporting packages required by this agreement shall be submitted by or on behalf of the Research Coast Career Pathways Consortium directly to each of the following:

Indian River State College  
3209 Virginia Avenue  
Fort Pierce, FL 34981

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399

Any reports, management letter, or other information required to be submitted to Indian River State College shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550, Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to Indian River State College for audits conducted in accordance with OMB Circular A-133 or Chapter 10.550, or Rules of the Auditor General, should indicate the date that the reporting package was delivered to Indian River State College in correspondence accompanying the reporting package.

The Research Coast Career Pathways Consortium shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of seven (7) years from the date the audit report is issued, and shall allow Indian River State College, or its designee, CFO, or Auditor General access to such reports upon request. The Research



Research Coast Career Pathways Consortium  
2013-2014  
*Contractual Service Agreement*

Coast Career Pathways Consortium shall ensure that audit working papers are made available to Indian River State College, or its designee, CFO, or Auditor General upon request for a period of seven (7) years from the date the audit report is issued, unless extended in writing by Indian River State College.

It is the responsibility of the fiscal agency to retain records for financial transactions and supporting documentation for auditing purposes. If records are requested by the Florida Department of Education or the State of Florida Division of Financial Services, all records must be provided. Records should be maintained for five years from the last day of the program or longer if there is an ongoing investigation or audit.

**Exhibit 1**

Federal Resources Awarded To The Research Coast Career Pathways Consortium Pursuant To This Agreement Consist Of The Following:

|                                                 |                  |
|-------------------------------------------------|------------------|
| Vocational Education - Basic Grants to State    |                  |
| Florida Department of Education                 |                  |
| Carl Perkins - Basic Vocational Education 151xx |                  |
| Indian River State College                      | = \$907,836.00   |
| Indian River County School District             | = \$149,645.00   |
| Sub-Total (before 1.5% allocation)              | = \$1,057,481.00 |
| Total (Allocated to Consortium 1.5%)            | = \$ 15,863.00   |

**Remedies for Nonperformance**

In the event that the RCCPC does not fulfill the requirements set forth under scope of work, deliverables, and performance measures without documentation of a reasonable and justifiable explanation, the consortium will return funds in the amount of \$102.05 per unfulfilled agreement.

The non-performance amount is contingent upon definitive disbursement from research coast career pathways school districts. The non-performance amount will be amended by fiscal agent to reflect final amount disbursed to consortium.

Research Coast Career Pathways Consortium  
3209 Virginia Avenue Fort Pierce, FL 34951  
Nicholas Brown  
[nbrown@irsc.edu](mailto:nbrown@irsc.edu)  
phone: (772)462-7646  
Fax: (772)462-7430

Research Coast Career Pathways Consortium  
2013-2014  
*Contractual Service Agreement*

Indian River State College and Indian River County School District have executed this agreement on the day and year set forth below:

INDIAN RIVER STATE COLLEGE

INDIAN RIVER COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Edwin R. Massey, Ph. D, President (Date)

\_\_\_\_\_  
Dr. Fran Adams, Superintendent (Date)

Designated Address:  
Indian River State College  
3209 Virginia Avenue  
Fort Pierce, FL 34981-5596

Designated Address:  
Indian River County School District  
1990 25<sup>th</sup> Street  
Vero Beach, FL 32960

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Project Application

Please return to:

Florida Department of Education
Bureau of Grants Management
Room 332B Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400
Telephone: (850) 245-0498

Program Name:

Adult Education and Family Literacy
Adult General Education
Continuation
Fiscal Year 2013-2014

DOE USE ONLY

Date Received

B) Name and Address of Eligible Applicant:

School District of Indian River County
Adult and Community Education School
1426 19th Street
Vero Beach, FL 32960

Project Number (DOE Assigned)

C) Total Funds Requested:

\$ 242,456

D)

Applicant Contact Information

Contact Name:
Ruth A. Shaw, Coordinator

Mailing Address:
1426 19th Street, Vero Beach, FL 32960

Telephone Number:
772-564-4995

SunCom Number:

Fax Number:
772-564-4977

E-mail Address:
Ruth.shaw@indianriverschools.org

DOE USE ONLY

Total Approved Project:

CERTIFICATION

I, Frances J. Adams, do hereby certify that all facts, figures, and representations made in this application are true, correct, and consistent with the statement of general assurances and specific programmatic assurances for this project. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

E) \_\_\_\_\_
Signature of Agency Head





A) School District of Indian River County  
 Name of Eligible Recipient/Fiscal Agent

C) TAPS Number

14B022

B) \_\_\_\_\_  
 DOE Assigned Project Number

**FLORIDA DEPARTMENT OF EDUCATION  
 BUDGET NARRATIVE FORM**

| (1)      | (2)    | (3)                                                                                                                                                   | (4)          | (5)      | (6)                         | (7)                    | (8)                     | (9)                    |
|----------|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------|-----------------------------|------------------------|-------------------------|------------------------|
| FUNCTION | OBJECT | ACCOUNT TITLE AND NARRATIVE                                                                                                                           | FTE POSITION | AMOUNT   | % ALLOCATED to this PROJECT | ALLOWABLE DOE USE ONLY | REASONABLE DOE USE ONLY | NECESSARY DOE USE ONLY |
| 5400     | 1001   | Salary: Full-time ABE/GED Teacher to provide direct instruction in Adult Education programs.                                                          | 1            | \$53,656 | 100%                        |                        |                         |                        |
| 5400     | 1001   | Salary: Full-time Career Pathway Teacher to conduct student orientation, CHOICES, and develop student career and education plans.                     | 1            | \$35,500 | 100%                        |                        |                         |                        |
| 5400     | 1060   | Salaries: Part-time ABE/GED/ESL teachers to provide direct instruction to students (6 teachers x 432 hours--36 weeks x 12 hours a week---x \$18/hour) | 1            | \$46,656 | 100%                        |                        |                         |                        |
| 5400     | 1060   | Salaries: Part-time ABE/GED/ESL teacher assistants (2 assistants x 432 hours—36 weeks x 12 hours--x \$14.23/hour)                                     | 0.25         | \$12,295 | 100%                        |                        |                         |                        |
| 5400     | 2101   | Employee Benefits, Retirement (.0985): Contributions to retirement plan for a full-time teacher                                                       | 1            | \$5,285  | 100%                        |                        |                         |                        |

|      |      |                                                                                                                                 |      |         |      |  |  |  |
|------|------|---------------------------------------------------------------------------------------------------------------------------------|------|---------|------|--|--|--|
| 5400 | 2101 | Employee Benefits, Retirement (.0985): Contributions to retirement plan for a full-time teacher                                 | 1    | \$3,497 | 100% |  |  |  |
| 5400 | 2160 | Employee Benefits, Retirement (.0985) Contributions to retirement plan for part-time teachers and teacher assistants            | 1.25 | \$5,807 | 100% |  |  |  |
| 5400 | 2201 | Employee Benefits, Social Security (.0765) Contributions to retirement plan for a full-time teacher                             | 1    | \$4,105 | 100% |  |  |  |
| 5400 | 2201 | Employee Benefits, Social Security (.0765) Contributions to retirement plan for a full-time teacher                             | 1    | \$2,716 | 100% |  |  |  |
| 5400 | 2260 | Employee Benefits, Social Security (.0765) Contributions to retirement plan for part-time teachers and teacher assistants       | 1.25 | \$4,510 | 100% |  |  |  |
| 5400 | 2401 | Employee Benefits, Worker's Compensation (.0328) Contributions to retirement plan for a full-time teacher                       | 1    | \$1,760 | 100% |  |  |  |
| 5400 | 2401 | Employee Benefits, Worker's Compensation (.0328) Contributions to retirement plan for a full-time teacher                       | 1    | \$1,164 | 100% |  |  |  |
| 5400 | 2460 | Employee Benefits, Worker's Compensation (.0328) Contributions to retirement plan for part-time teachers and teacher assistants | 1.25 | \$2,954 | 100% |  |  |  |
| 5400 | 2301 | Employee Benefits, Health Insurance Contributions to retirement plan for a full-time teacher                                    | 1.0  | \$4,698 | 100% |  |  |  |
| 5400 | 2301 | Employee Benefits, Health Insurance Contributions to retirement plan for a full-time teacher                                    | 1.0  | \$4,698 | 100% |  |  |  |

|                 |      |                                                                                                                                                                                                                                       |  |                  |      |  |  |  |
|-----------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------|------|--|--|--|
| 5400            | 3300 | Travel: Travel will support 3 instruction teachers attend the Adult Education Conference; expenditures for costs of registration (\$1,275), transportation (\$428), lodging (\$744) and meals (\$297)=\$2,744                         |  | \$2,744          | 100% |  |  |  |
| 5400            | 3600 | Purchase Software for Rosetta Stone for 50 users for one year; lease a copier for GED one year                                                                                                                                        |  | \$7,899          | 100% |  |  |  |
| 5400            | 3900 | Purchase an advertisement for La Voz News (\$171 per week for 30 weeks), radio announcement (\$840 per month for 10 months) for student recruitment;                                                                                  |  | \$13,530         | 100% |  |  |  |
| 5400            | 5100 | Supplies: Copy copier, file folders, pencils and cap erasers, hanging file folders, portfolio folders, colored pens, ink cartridges, calculators, white board markers, headphones, white board cleaners, postcards, fliers, brochures |  | \$9,540          | 100% |  |  |  |
| 5400            | 5200 | Textbooks for ABE/GED/ESL                                                                                                                                                                                                             |  | \$7,896          | 100% |  |  |  |
| 5400            | 7900 | Indirect Cost (5%)                                                                                                                                                                                                                    |  | \$11,546         | 100% |  |  |  |
|                 |      |                                                                                                                                                                                                                                       |  |                  |      |  |  |  |
|                 |      |                                                                                                                                                                                                                                       |  |                  |      |  |  |  |
|                 |      |                                                                                                                                                                                                                                       |  |                  |      |  |  |  |
|                 |      |                                                                                                                                                                                                                                       |  |                  |      |  |  |  |
| <b>D) TOTAL</b> |      |                                                                                                                                                                                                                                       |  | <b>\$242,456</b> |      |  |  |  |

DOE 101 S  
Rev. 08/10

**DOE USE ONLY (Program)**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes.

Documentation is on file evidencing the methodology used and the conclusions reached.

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**DOE USE ONLY (Grants Management)**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable as required by Section 216.3475, Florida Statutes.

Documentation is on file evidencing the methodology used and the conclusions reached.

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date



## ADULT GENERAL EDUCATION LOCAL PERFORMANCE FORM - 2013 - 2014

- \* Save a copy of this form.
- \* Complete Provider Information and Columns 3 and 4.
- \* Print completed form
- \* Return completed form with application

**Provider Name:** Adult and Community Education School  
**County Served:** INDIANRIVER  
**Contact Person:** Ruth A. Shaw  
**E-mail:** [ruth.shaw@indianriverschools.org](mailto:ruth.shaw@indianriverschools.org)  
**Title:** Coordinator  
**Telephone:** 772-564-4995  
**Fax:** 772-562-8357  
**Amount Requested:** \$ 242,456  
Amount should match the DOE 100A in the application.

Providing Family Literacy services?  YES  NO

### EDUCATION FUNCTIONING LEVEL (EFL) COMPLETION TABLE

|                        | 1 | 2                                                  | 3                                                        | 4                                                             | 5                                                           |
|------------------------|---|----------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------------|-------------------------------------------------------------|
|                        |   | Proposed State Performance Targets (NRS) 2013-2014 | Eligible Recipients Proposed Enrollment Target 2013-2014 | Eligible Recipients Proposed EFL Completions Target 2013-2014 | Eligible Recipients Proposed Completion Rates NRS 2013-2014 |
| ABE Beginning Literacy |   | 32%                                                | 28                                                       | 9                                                             | 32%                                                         |
| ABE Beginning          |   | 42%                                                | 130                                                      | 60                                                            | 46%                                                         |
| ABE Low Intermediate   |   | 47%                                                | 145                                                      | 70                                                            | 48%                                                         |
| ABE High Intermediate  |   | 50%                                                | 105                                                      | 52                                                            | 50%                                                         |
| ASE Low                |   | 55%                                                | 40                                                       | 22                                                            | 55%                                                         |
| ESL Beginning Literacy |   | 45%                                                | 19                                                       | 9                                                             | 47%                                                         |
| ESL Low Beginning      |   | 42%                                                | 9                                                        | 4                                                             | 44%                                                         |
| ESL High Beginning     |   | 40%                                                | 35                                                       | 17                                                            | 49%                                                         |
| ESL Low Intermediate   |   | 38%                                                | 65                                                       | 25                                                            | 38%                                                         |
| ESL High Intermediate  |   | 36%                                                | 55                                                       | 20                                                            | 36%                                                         |
| ESL Advanced           |   | 30%                                                | 15                                                       | 5                                                             | 33%                                                         |
| <b>TOTALS</b>          |   |                                                    | <b>646</b>                                               | <b>293</b>                                                    |                                                             |

PRINT FIRMLY AND CHECK  
ALL APPROPRIATE BOXES

## School District of Indian River County ADULT & COMMUNITY EDUCATION SCHOOL REGISTRATION

PHONE • 772-564-4970  
FAX • 772-564-4977

| LAST NAME | FIRST | MIDDLE | JR. SR. III | SOCIAL SECURITY # | FLORIDA STUDENT NO. |
|-----------|-------|--------|-------------|-------------------|---------------------|
|           |       |        |             |                   |                     |

| MAIDEN LAST NAME | DRIVERS LICENSE # |
|------------------|-------------------|
|                  |                   |

**CHECK THE HIGHEST LEVEL OF EDUCATION YOU HAVE COMPLETED**

|                                      |                                              |                                                                              |
|--------------------------------------|----------------------------------------------|------------------------------------------------------------------------------|
| <input type="checkbox"/> Grades 1-5  | <input type="checkbox"/> High School Diploma | <input type="checkbox"/> Some Post Secondary Education<br>No degree          |
| <input type="checkbox"/> Grades 6-8  | <input type="checkbox"/> GED Diploma         | <input type="checkbox"/> AS, AA, bachelor's, master's,<br>or doctoral degree |
| <input type="checkbox"/> Grades 9-12 |                                              |                                                                              |

**HOME ADDRESS**

House # \_\_\_\_\_ Street \_\_\_\_\_ Apt.# \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**ABE/GED/ESOL Students Only -- Check the national origin of your schooling**

|                                               |                                                  |
|-----------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> U.S. Based Schooling | <input type="checkbox"/> Non U.S Based Schooling |
|-----------------------------------------------|--------------------------------------------------|

**HOME PHONE** (\_\_\_\_) \_\_\_\_\_ **CELL PHONE** (\_\_\_\_) \_\_\_\_\_

**WORK PHONE** (\_\_\_\_) \_\_\_\_\_ **BIRTHDATE** \_\_\_\_/\_\_\_\_/\_\_\_\_

**E-MAIL** \_\_\_\_\_

**EMPLOYMENT STATUS**

Employed (Unsubsidized)

Unemployed - looking for  
unsubsidized employment

Unemployed - not in labor force

**STUDENT TYPE**

Veteran

Incarcerated

Receiving Public Assistance

Homeless

Single Parent

Maintain Driver's License

Court Ordered

TANF - Cash Assistance

AHS/GED/ABE

Documented Disability  
(Confidential File)

Work Release

Workplace Site

Postsecondary Vocational

ESOL/EL Civics

Race and Gender Responses are Voluntary

**RACE**

White     Asian, Pacific Islander     Hispanic

Black     American Indian, Alaskan     Multiracial

**GENDER**

Female

Male

**RESIDENCY**

Florida Resident     Out of State, U.S. Resident

US Citizen     Resident Alien     Non-Resident Alien

**ADULT STUDENT GOAL**

(A) Obtain a Job

(C) Retain Employment

(D) Pass GED

(E) Obtain High School Diploma

(F) Advance to Postsecondary Level

(I) Citizenship

Economically Disadvantaged\*     Displaced Homemaker\*     Academically Disadvantaged\*

\* See Reverse Side

City, State & Country of Birth \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Phone(\_\_\_\_) \_\_\_\_\_

Emergency Contact Language     English     Spanish

STUDENT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

I  DO  DO NOT give Adult Education authority to release student information

**REFUND POLICY - NO REFUND GRANTED IF REQUESTED LATER THAN 5 WORKING DAYS BEFORE CLASS BEGINS. REGISTRATION FEE IS NON-REFUNDABLE UNLESS CLASS IS CANCELLED. PRICES SUBJECT TO CHANGE DUE TO INCREASE IN TEXTBOOK COST.**

I HAVE READ AND UNDERSTAND THIS POLICY. INITIAL: \_\_\_\_\_

| DO NOT WRITE BELOW THIS LINE |            |                        |                   |                   |                 |                  |  |
|------------------------------|------------|------------------------|-------------------|-------------------|-----------------|------------------|--|
| Day                          | Class Time | Room No.               | Facility          | Course/Program    | Beg. Date       | End Date         |  |
| M T W<br>TH F S              |            |                        |                   |                   |                 |                  |  |
| Total # of class hours _____ |            | Registration Fee _____ | Tuition Fee _____ | Scholarship _____ | Cash _____      | Check _____      |  |
| Book Fee _____               |            | Materials Fee _____    | Testing Fee _____ | Sponsor _____     | Receipt # _____ | Total Cost _____ |  |

Our Mission: The Adult and Community Education School provides lifelong learning opportunities and career educational programs in an atmosphere of encouragement and support

THE SCHOOL BOARD OF INDIAN RIVER COUNTY ASSURES EQUAL ACCESS IN ALL COURSES FOR ELIGIBLE STUDENTS.

White/Office    Yellow/Instructor    Manila/Student

001/1996 - ACE  
REV 2011  
GS7-Item #82

**\* ECONOMICALLY DISADVANTAGED**

is an individual (other than those with disabilities) who has economic disadvantages AND WHO REQUIRES SPECIAL SERVICES AND ASSISTANCE IN ORDER TO SUCCEED IN CAREER EDUCATION PROGRAMS. The student or the parent or guardian of the student is eligible for AFDC, food stamps, a Student Education Opportunity Grant, federal vocational workstudy, or a Job Training Partnership Act program. The student is the recipient of a Pell Grant or comparable state program of need-based financial assistance (e.g. Federal, Migrant Program, Postsecondary Financial Aid). The student's annual income is at or below the official poverty level.

**\* ACADEMICALLY DISADVANTAGED**

is an individual (other than those with disabilities) who have academic disadvantages AND WHO REQUIRE SPECIAL SERVICES AND ASSISTANCE IN ORDER TO SUCCEED IN CAREER EDUCATION PROGRAMS. This includes individuals who are: migrant, limited English proficient; high school drop outs or potential high school drop outs; or enrolled in remedial instruction in reading, writing, or mathematics.

**\* DISPLACED HOMEMAKER**

is an individual adult who has worked primarily without remuneration to care for the home and family and, for that reason, has diminished marketable skills.

The individual may have been dependent on public assistance, or on the income of a relative, but is no longer supported by such income, or is a parent whose youngest child will become ineligible (at age 16) to receive assistance through Aid to Families with Dependent Children (AFDC). The individual may be unemployed or underemployed and is experiencing difficulty finding suitable employment.

Pursuant to Florida Statute 119.07, the School District of Indian River County requires the collection of Social Security for all employees/students for the purpose of business services and required state and federal reporting. SDIRC is committed to protecting the privacy of employees/students as well as other individuals associated with the District.

Date: \_\_\_\_\_ 1st Payment \_\_\_\_\_ Balance \_\_\_\_\_ Receipt No. \_\_\_\_\_ Staff Initial \_\_\_\_\_ Student Initial \_\_\_\_\_

Date: \_\_\_\_\_ 2nd Payment \_\_\_\_\_ Balance \_\_\_\_\_ Receipt No. \_\_\_\_\_ Staff Initial \_\_\_\_\_ Student Initial \_\_\_\_\_

Date: \_\_\_\_\_ 3rd Payment \_\_\_\_\_ Balance \_\_\_\_\_ Receipt No. \_\_\_\_\_ Staff Initial \_\_\_\_\_ Student Initial \_\_\_\_\_

Paid in full: \_\_\_\_\_ Staff Initial \_\_\_\_\_ Date \_\_\_\_\_

Initials: \_\_\_\_\_

I would like to use the payment plan. I do understand that I must make a payment every two weeks and this class must be paid in full before I can start this course.

### TABE Reporting Sheet

Last Name (PRINT) \_\_\_\_\_ First Name (PRINT) \_\_\_\_\_ Withdrawal Code \_\_\_\_\_

Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Student ID# \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Mailing Address \_\_\_\_\_

House #                      Street                      City                      State                      Zip Code

Site \_\_\_\_\_ Phone (     ) \_\_\_\_\_ Home (     ) \_\_\_\_\_ Cell \_\_\_\_\_

| Level Ranges | Test 1 |        |        | Test 2 |        |     | Test 3 |        |     |
|--------------|--------|--------|--------|--------|--------|-----|--------|--------|-----|
|              | Date   | Form   | Levels | Date   | Form   | LCP | Date   | Form   | LCP |
| ABE (0-8.9)  | R      |        |        | R      |        |     | R      |        |     |
|              | M      |        |        | M      |        |     | M      |        |     |
|              | L      |        |        | L      |        |     | L      |        |     |
| GED (9-12.9) | Date   | Form   |        | Date   | Form   |     | Date   | Form   |     |
|              | Test 4 | Levels | LCP    | Test 5 | Levels | LCP | Test 6 | Levels | LCP |
|              | R      |        |        | R      |        |     | R      |        |     |
|              | M      |        |        | M      |        |     | M      |        |     |
|              | L      |        |        | L      |        |     | L      |        |     |

|             |             |
|-------------|-------------|
| TABE Scores | TABE Levels |
| 0.0-1.9     | B           |
| 2.0-3.9     | F           |
| 4.0-5.9     | H           |
| 6.0-8.9     | J           |
| 9.0-11.9    | K           |
| 11.0-12.9   | L           |

Reason for Leaving: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



School District of Indian River County

Adult and Community Education

ELL Student Withdrawal Code Form

Programs: Citrus \_\_\_\_\_ D-Town \_\_\_\_\_ FELL \_\_\_\_\_ FLC \_\_\_\_\_ THOMP \_\_\_\_\_ OR ISL \_\_\_\_\_ SRHS \_\_\_\_\_

|                                                         |                         |
|---------------------------------------------------------|-------------------------|
| Date: _____                                             | Student Name: _____     |
| Student Entry Date: _____                               | Student ID Number _____ |
| Student Withdrawal Date: _____                          | Teacher: _____<br>Print |
| Withdrawal Code: 40 _____ 41 _____ 47 _____ Other _____ | Teacher: _____<br>Sign  |

CASAS - Standard Scores

| SPL / Titles      | Level | LCP @ Completion | Score Range | Entry Score Date: _____ | Retest Score Date _____ | Retest Score Date: _____ | Exit Score Date _____ |
|-------------------|-------|------------------|-------------|-------------------------|-------------------------|--------------------------|-----------------------|
| Foundations       | 1     | A                | 0-180       |                         |                         |                          |                       |
| Low Beginning     | 2     | B                | 181-190     |                         |                         |                          |                       |
| High Beginning    | 3     | C                | 191-200     |                         |                         |                          |                       |
| Low Intermediate  | 4     | D                | 201-210     |                         |                         |                          |                       |
| High Intermediate | 5     | E                | 211-220     |                         |                         |                          |                       |
| Advanced          | 6     | F                | 221 - 235   |                         |                         |                          |                       |

Form Rev. 6-19-6  
Run: 5/3/2011 @ 10:19 AM

2007 Withdrawal Form 6-19-6 R

**Self-Evaluation Form  
Adult Education and Family Literacy Projects**

**Projects recommended for FY 2013-2014 continuation funding must show successful performance accomplishments during the 2012-13 project year. Any shortfalls or negative answer(s) must be explained below.**

**See Checklist (last page of this RFA document) for proper placement of this form in the application package.**

Agency name: Adult and Community Education School County: Indian River

Project # for 2012-13: 310-1913A-3CG01 Form prepared by (name and title): Ruth A. Shaw, Coordinator

Agency project coordinator (name and title): Ruth A. Shaw, Coordinator E-mail: [ruth.shaw@indianriverschools.org](mailto:ruth.shaw@indianriverschools.org)

Agency staff designated to submit the NRS Reports through the online database:

(Name and title): Ruth A. Shaw, Coordinator E-mail: [ruth.shaw@indianriverschools.org](mailto:ruth.shaw@indianriverschools.org)

Mailing address: 1426 19<sup>th</sup> Street, Vero Beach FL Zip 32960

Phone number: 772-564-4995 Fax number: 772-564-4977

**Cells will expand when text is typed.**

| Evaluation of FY 2012-13 Project                                                                                                                                                                           | ✓<br>YES | ✓<br>NO | If NO, recipient must adequately explain any changes.<br>Use 12-point font and single spacing. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|------------------------------------------------------------------------------------------------|
| The agency project coordinator <u>understands requirements</u> of the National Reporting System (NRS) on-line reporting via the Internet.                                                                  | X        |         |                                                                                                |
| The agency project coordinator <u>has attended or identified a date to attend training</u> for National Reporting System (NRS) provided by the FL Dept. of Education, Division Career and Adult Education. | X        |         |                                                                                                |

| Evaluation of FY 2012-13 Project                                                                                                                   | ✓<br>YES | ✓<br>NO | If NO, recipient must adequately explain any changes.<br>Use 12-point font and single spacing. |
|----------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|------------------------------------------------------------------------------------------------|
| The agency project coordinator understands that on-line NRS reporting is required.                                                                 | X        |         |                                                                                                |
| Are the services to be provided to the target population for 2012-13 consistent with the approved 2011-12 project plan?                            | X        |         |                                                                                                |
| Are all applicable collaboration arrangements still in place (financial and non-financial)?                                                        | X        |         |                                                                                                |
| Are grant expenditures directly related to and proportionate with performance outcomes achieved in 2011-12?                                        | X        |         |                                                                                                |
| Have all projected performances and grant deliverables been satisfied to date as stated in the 2011-12 approved plan?                              | X        |         |                                                                                                |
| Are the following <b>12 Statutory Considerations</b> still in place according to the original competitive application and any approved amendments? |          |         |                                                                                                |
| 1. Measurable Goals                                                                                                                                | X        |         |                                                                                                |
| 2. Past Effectiveness                                                                                                                              | X        |         |                                                                                                |
| 3. Serving Those Most in Need                                                                                                                      | X        |         |                                                                                                |
| 4. Intensity of Services                                                                                                                           | X        |         |                                                                                                |
| 5. Effective Practices                                                                                                                             | X        |         |                                                                                                |
| 6. Use of Technology                                                                                                                               | X        |         |                                                                                                |
| 7. Real-Life Context                                                                                                                               | X        |         |                                                                                                |
| 8. Staffing                                                                                                                                        | X        |         |                                                                                                |
| 9. Coordination                                                                                                                                    | X        |         |                                                                                                |
| 10. Flexible Schedules                                                                                                                             | X        |         |                                                                                                |
| 11. Management Information                                                                                                                         | X        |         |                                                                                                |
| 12. English Literacy                                                                                                                               | X        |         |                                                                                                |

**Address the following:**

**Cells will expand when text is typed.**

|                                                                                             |           |
|---------------------------------------------------------------------------------------------|-----------|
| What was the total amount of your agency's AGE 2012-13 funding allocation for this project? | \$206,605 |
| How much has been spent to date?                                                            | \$ 50,296 |
| What amount will be spent and/encumbered by June 30, 2013?                                  | \$206,605 |

If 100% of the total allocation will not be spent and/or encumbered by June 30,2013, explain why:

Any performance shortfalls must be explained by including corrective measures put into place to prevent future shortfalls.

**Please respond here and use as much room as necessary to adequately address:**

Do you need technical assistance? Yes \_\_\_\_\_ No

If yes, to facilitate service, please state your need(s) and your program manager will contact you.

**Please respond here:**



The Division of Career and Adult Education has already populated this form with the required information.

- Simply submit this form with the application as printed.
- See Checklist (last page of this RFA) for proper placement of this form in the application package.

**Project Performance and Accountability Form**

| Scope of Work<br>(see Project Design – Narrative)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Tasks<br>(see Project Design – Narrative) | Deliverables              | Due Date         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------|------------------|
| <b>Student Performances:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                           |                           |                  |
| <b>Primary Core Measures</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                           |                           |                  |
| 1. Educational Functioning Levels<br><br>Demonstrate improvements in literacy skill levels in any of the following: reading, writing and speaking in the English language, numeracy, problem-solving, English language acquisition, and other literacy skills.<br><br>NRS reporting requires that the learner completes or advances one or more educational functioning level(s) from starting level measured on entry into the program.<br><b>Gains must be validated through the use of NRS and State of Florida approved assessment instruments (see Program Background Information in the Attachments section) and in educational program areas which are reportable to the NRS and the state reporting systems.</b> | Standardized Tests                        | Standardized Test Results | NRS<br>(Fall 14) |
| 2. Placement, Entered, Retained – <ul style="list-style-type: none"> <li>• Entered unsubsidized employment</li> <li>• Retained in employment – learner remains employed through the third quarter after program exit</li> <li>• Placement in postsecondary education or training</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                              | Placement Data                            | Student Database          | NRS<br>(Fall 14) |
| 3. Students’ receipt of a secondary school diploma or its recognized equivalent.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | GED Data                                  | GED Test Results          | NRS<br>(Fall 14) |

**REGIONAL WORKFORCE BOARD  
COORDINATION ASSURANCE FORM**

**Complete Section A or B as appropriate and include in application package.**

**-----Section A**

**The Superintendent or Agency Head certifies** that this application has been submitted to the Regional Workforce Board and that the activities outlined in the application are consistent with current Regional Workforce Board plans.

\_\_\_\_\_  
Signature of Superintendent/Agency Head

\_\_\_\_\_  
Date Submitted to Regional  
Workforce Board

***Regional Workforce Boards are invited to submit comments regarding the application to the Division of Workforce Education, Grants Administration office by **April 17, 2013**.***

**Note:** Section 112 (b) (8) and 121 (c), Title I, Workforce Investment Act (WIA), sets expectations for providers of Perkins postsecondary funds, or funds under Title II, WIA, Adult Education and Family Literacy, to enter into a Memorandum of Understanding with the Regional Workforce Board for participation in the One-Stop system.

**-----Section B**

**The Superintendent or Agency Head certifies** that this **application covers more than one Workforce Development Region**. The activities outlined in this application are related to Workforce Development and are consistent with the current Regional Workforce Board plans for all regions included in this application. ***Application submission to the Regional Workforce Board is not required.***

\_\_\_\_\_  
Signature of Superintendent/Agency Head

\_\_\_\_\_  
Date

**Note:** Section 112 (b) (8) and 121 (c), Title I, Workforce Investment Act (WIA), sets expectations for providers of Perkins postsecondary funds, or funds under Title II, WIA, Adult Education and Family Literacy, to enter into a Memorandum of Understanding with the Regional Workforce Board for participation in the One-Stop system.

1. **Project Summary:** The purpose of this Adult General Education grant proposal is to have **Adult and Community Education (ACE), School District of Indian River County**, provide in-county literacy/employability instructional services with community-friendly, equitable access. With **\$242,456**, adult literacy services provision will include Adult Basic Education (ABE), General Education Development (GED), and English Language Learner (ELL) to those in need in Indian River County. The **five sites**--Fellsmere Elementary, 50 N. Cypress Street; Adult Education, 1426 19<sup>th</sup> Avenue; Freshman Learning Center, 1707 16<sup>th</sup> Street; Highlands Elementary, 500 20<sup>th</sup> Street SW; and Sebastian River High School, 9001 90<sup>th</sup> Avenue--strategically located in neighborhoods throughout the county, will maximize program participation. Project priorities are the ease of access to literacy and employability instruction, parenting support for partnership in the educational development of children, and high school equivalency completion. ACE collaborates with the Adult Literacy Service (ALS) of Indian River County by serving those ALS students that have progressed past the 6<sup>th</sup> grade. The **program objectives** include student recruitment by the Outreach Coordinator and effective instructional strategies for literacy improvement. The Outreach Coordinator recruits by distributing GED/ABE/ESL fliers and brochures at local businesses and community agencies and markets through the local news channels including a Spanish language newspaper, La Voz and local radio announcements. Teachers use proven effective instructional strategies that will result in improvement as measured by NRS Performance Measures in the retention and completion of students. Graphic organizers, personal journals, and reaction papers are three instructional strategies utilized by the ABE/GED teachers to enhance reading speed and comprehension and writing ability as well as contextual learning. ACE will increase the number and percentage of adult education students that enter postsecondary education and result in earning a certificate, degree, and/or industry credential by incorporating the Career

Pathways System which includes using Florida CHOICES. The Career Pathway counselor will conduct student orientation of all new enrollees, financial aid workshops, and assist students in creating a career pathways plan. In the ELL programs, Rosetta Stone software assists students to categorize words and ideas, use repetition and consistency in instruction and gestures, and check for understanding. In **Indian River County**, ACE provides ABE/GED/ELL instruction at **five (5) different sites**, offered during the day and evening times, to meet the needs of the residents of Indian River County and provides **family literacy services** at our ELL sites.

## 2. Project Planning and Design

a) **Measurable Goals: See the table below.**

| <i>Goal</i>                                                                                                                                   | <i>Activities</i>                                                                                           | <i>Methods</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>45 percent</b> of students enrolled in ABE/GED/ESL will complete one education function level (EFL) in one academic area by June 30, 2013. | Use appropriate curriculum and software (A+ Learning System, Rosetta Stone);<br>Assess using TABE and CASAS | After the initial assessment, all students will set a quarterly educational goal. The teacher will assist the student by writing down the goal and assure the student that he/she is there to help the student achieve that goal. Weekly monitoring occurs by the teacher to ensure that the student is making progress towards his/her goal. After two months, the student will be assessed to determine his/her progress. This will continue throughout the year so a student could be assessed on six different occasions. |

**Completion Rate and Cost Effectiveness:** Adult and Community Education School has provided a completion rate of **49.4 percent** and **\$782.59** as the award per EFL completion as is stated on the attached **Adult General Education Local Performance Form**.

**b) Past Effectiveness:** ACE has consistently provided for the improvement of literacy skills of people who live in Indian River County. According to Measures and Methods for the National Reporting System (NRS) for ACE, the district served **522 ABE/GED/ESL students during the**

**2011-12 school year and 248 students completed a level (48 percent).** Currently, students take classes by attending ABE/GED at: Central location (day and evening), ACE Center GED Lab; northern location (evening), Sebastian River High School. ESL students can attend classes at the central locations of Vero Beach Freshman Learning Center (evening) and ACE Center (day and evening); southern location (evening), Highlands Elementary; and northern location (evening) Fellsmere Elementary. In addition, ESL students are receiving instructional services at their workplace, Orchid Island.

**c) Serving Those Most in Need:** The district accepts all students into its programs but targets those who are born in a foreign country and are illiterate and/or English deficient; adults, 16 years and older, who do not have a secondary diploma and are not enrolled in a secondary school; and incarcerated adults (16 years and older). There is an on-going collaboration with district schools and counselors, the Adult Literacy Service of Indian River County, Inc., and the Indian River County Jail in an effort to offer services and ensure that all who need services are identified and informed. Services are promoted in all advertising which includes quarterly schedules, fliers, educational TV channel, and news releases for local newspapers. Offering adult career programs, ACE can offer literacy instruction to those students who don't meet the state academic standards i.e. LPN students who score at an 8<sup>th</sup> grade level on the TABE would need to take classes until they score above the 11<sup>th</sup> grade level. ACE's Occupational Outreach Coordinator delivers schedules, brochures, and information in English and Spanish (Hispanics are the most served) concerning the ABE/GED and ELL classes especially at locations that indicate a low income or poverty status is present. ACE will begin another ESL program in Fellsmere where a large population of ESL students live who, according to Census 2000, 54.2 percent of the people residing in Fellsmere has less than a 9<sup>th</sup> grade education and 16.7 percent did not have a high school diploma. Families are served at Highlands Elementary where a teacher assistant serves the children by providing reading and math activities, homework, and academic games. The families participate in various projects that involve both the parent and child.



**d) Methods:** ACE's project uses effective educational practices such as phonemic awareness, systematic phonics, fluency and reading in three distinct curricula: 0-5.9; 6-8.9; and 9-12. The lower curricula are teacher developed using state standards and applied individually based on the analysis of individual TABE results and subsequent individual progress. The Steck Vaughn curriculum is taught at the GED level and SkillsTutor, on-line software, is offered to ABE/GED registered students that is accessible at any location i.e. the library, classroom, home. ESL teachers utilize Life Skills, Focus on Phonics, Side by Side and a variety of supplemental curriculum materials. Instructors place students using CASAS in the appropriate levels. In addition, the Rosetta Stone software system is used extensively with ESL students but the teachers conduct classroom activities using the textbooks and instructional materials also. These activities provide real-world learning so the students gain the skills necessary for the workplace. Teacher strategies are employed and help the students retain the information include group work, cooperative writing, and pair work where the students share ideas or complete a task together. ACE offers an EL/Civics preparation class in connection with our ELL classes once a student scores in the low intermediate level for ESL or basic beginning level of ABE. The focus of the course is learning about U.S. history and government and naturalization. Desk and laptop computers and network connectivity are available at all sites. Teachers combine auditory, computerized and text materials to deliver instruction. One GED lab (Vero Beach) is open during daytime hours and three evenings per week while the second lab (Sebastian) is offered three evenings per week. All programs operate on an "open" lab model. GED testing is done monthly with several special testing sessions for students with disability or language exceptions. During the year, teachers will attend professional development activities including Adult Education Conference and the webinars that address adult general education. The Career Pathways counselor will attend workshops offered by The Institute for Professional Development of Adult Education and the National Career Pathways Network Conference.

**e) Adult Career Pathways:** Upon registration, an orientation is scheduled for the student and presented by the Career Pathway Counselor which includes career exploration and planning that promotes career pathways opportunities for adult learners. Each student receives a packet that provides them with information concerning potential funding sources for career programs, labor statistics on earnings and education, fastest growing occupations in Florida, and career clusters. The counselor introduces the software, CHOICES, and the students have an opportunity to access it during orientation and any time they can log on a computer. The students are provided with a list of local postsecondary career institutions that create greater opportunities for them to transition to postsecondary education and workforce training programs. The staff at ACE is well-informed about the career programs offered at this institution as well as career opportunities offered at other local postsecondary institutions. The goal is to ensure that every student knows the availability of career options. The instructors are integrating reading, math, and language skills with the student's career choice i.e. measuring the dosage of a medicine for the student who desires to become a nurse.

**f) Staffing:** Through this literacy grant, ACE employs full-time and part-time ABE/GED teachers, part-time ESL teachers, and a part-time teacher assistant. ACE hires certified, professional teachers according to the guidelines of the State of Florida. Employment practices are based on School Board Rule 2.15, Prohibition of Unlawful Discrimination and Harassment (Employees) Applicants for Employment. The duties of these positions are outlined in each job description which can be found using the District's website, [www.indianriverschools.org](http://www.indianriverschools.org). As is stated in the job descriptions, the qualifications, knowledge, skills and abilities of well-trained instructors are employed. These instructional staff provide curriculum that helps students improve their literacy skill which is in perfect alignment with the goals of this proposal. It is their responsibility to prepare students for academic and personal success through obtaining the necessary skills required to pass the GED. Through this grant, ACE provides a Career Pathways counselor who ensures a smooth transition from GED to earning a certificate or degree from a Technical and/or College

postsecondary education. The counselor instructs students by using Florida CHOICES, the state career information delivery system provided by the Florida Department of Education. An Occupational Outreach Coordinator, who, along with the teachers, is responsible for recruitment and retention of adult students, performs activities throughout the community and informs the community of opportunities available through ACE programs. ACE has a full-time data entry clerk who is responsible for inputting all data for students. The coordinator who oversees this project and part-time evening specialist are constantly monitoring the progress of students to accomplish the expected outcomes of this proposal as listed on Adult General Education Target Form.

**g) Coordination:** The Adult and Community Education School includes a collaborative effort among community agencies that will solidify our efforts to expand services and better meet the needs of the community. ACE does not subcontract services to another entity. ACE has developed a close relationship with the Workforce Solutions in Indian River County where clients are referred to adult general education and career/technical classes. ACE and Adult Literacy Service (ALS) of Indian River County have a long-lasting, positive relationship. ALS uses volunteer teachers for Adult Basic Education and has coordinated with ACE for many years, sending its students, who have progressed to the sixth grade level, to ACE for continued education. ACE continues its coordination with ALS in order to best serve the community. Further coordination exists with the Indian River County Sheriff's Department. ACE provides GED preparation classes at the jail four evenings per week and offers GED testing services at the jail regularly. In order to provide instruction throughout the county, ACE utilizes schools where they provide classrooms and computers that enable our instructors to educate students who didn't achieve a high school diploma or desire to learn the English language.

**h) Flexible Schedules and Support Services:** The educational services offered at each location are equipped with certified instructors, have flexible hours and days, and use an open-entry/open-exit format. ACE has always strived to offer educational services where and when

it is most convenient for students to attend. By doing this ACE has been successful in reaching students who would not be able to attend due to transportation or work hour barriers. ACE offers support services and accommodations to ensure inclusion for persons with disabilities and other special needs during class time; and, the GED test, if approved by DOE. As needed, programs are expanded to accommodate changes of location and/or number of students.

**i) Management Information:** Information Services (IS) uploads ACE's records using TERMS and the Workforce Development Information System (WDIS). ACE's data entry clerk enters Literacy Completion Codes (LCP) which allows programs to be monitored for effective, efficient operation through feedback from survey data submitted to the Florida DOE. Accountability measures are recorded on an ongoing basis and ACE uses the NRS annual report as a guideline. The Coordinator and Outreach Coordinator attended a workshop on Data Use Training where the participants learned standard practices for collecting quality data and how to use local and state data for program improvement to sell your program and propose changes. ACE and Information Systems personnel participate in NRS, WDIS and DOE training.

**j) English Literacy:** The ACE provides English literacy to help immigrants and others who have not yet developed proficiency in English to acquire the basic knowledge and skills they need to function effectively as parents, workers, and citizens. The ESOL classes serve those who have a limited ability in speaking, reading, writing, or understanding the English language; whose native language is a language other than English; or who live in a family or community where a language other than English is the dominant language. The CASAS develops a prescription of learning and each time the students are retested, the teacher keeps track of their progression for individual students. Rosetta Stone software and Side by Side textbooks ensures the advancement and success of our students. The enrollment in the English literacy programs has declined dramatically which is why there are only four locations throughout Indian River County.

**k) Data Collection Requirements:** The registration, student CASA, and student TABE forms that contain the data elements required are securely filed in the records specialist's office as well as inputted in TERMS, student management software. ACE has a notebook that contains the policies, procedures and forms for student intake and exit and pre- and post-testing of students that each teacher receives upon employment with ACE. Each year, the teachers attend meetings where these policies and data (especially the NRS) are reviewed and discussed in detail.

**l) Student Data Reporting:** ACE and IS export test data (TABE, CASAS) once a month and import the data into TERMS, student management software. This data is populated with each student's record and the TABE and CASAS results on "Test Record" panel in TERMS and is available upon request. The ACE will collect data and produce monthly reports which identify missing, incomplete, and out-of-range data on a monthly basis.

**3. Evaluation:** The Coordinator oversees the data collecting and reporting to the NRS and State Reporting System. It is critical that the Coordinator understands the importance of this data, the intended outcomes and the methods for examining the effectiveness of implementation strategies when explaining it to the instructional staff. The IS Department provides the coordinator with a cross-window data reporting comparisons by program and survey. This provides the coordinator with a snap-shot of where ACE needs to focus for each student. This will result in a meeting of the coordinator and all the GED/ABE/ELL teachers where a discussion will take place and strategies for implementing appropriate changes. Evaluation is conducted regularly by reviewing the test results achieved by enrolled students in ABE/GED/ESL programs. A Literacy Completion Point (LCP) is earned and recorded when the teacher submits the post testing results. For ESL students, the earned LCP is measured by advancement on the CASAS. For ABE/GED, the earned LCP is measured by advancement on the TABE. The methods for evaluating this project will include the measurable objective of raising **45 percent** of students enrolled, one education functioning level (EFL) in one academic area (reading, language, or math) by **June 30, 2014**. By accomplishing this objective, the



school will produce the quality of instruction through student achievement and quantitatively will be shown with percentages. The participation in WEDDAC has assisted IS and the coordinator in understanding the way data is submitted using WDIS.

**4. Support for Reading/Strategic Imperatives:** ACE recognizes the importance of strong reading skills for all students and supports students who require bolstering of these skills in ABE/GED/ELL programs. The occupational specialist counsels students experiencing difficulty and the coordinator will make recommendations concerning strategies to the ABE/GED/ELL teachers in an effort to help students compensate for lack of such skills. In ACE, students with deficiencies are supported by teachers who provide individual attention and extra help. This school will continue to provide tutoring for students and provide them with materials that are focused on the specific content areas needed such as math and science curriculum.

Supporting the Florida's Next Generation PreK-20 Education Strategic Plan, ACE's goal is to strengthen foundation skills by utilizing our curriculum and assessment by providing direction instruction and developing strategies to improve student achievement. Adult Programs support the initiatives of "Just Read, Florida!" and Math/Science emphasizing the importance of reading, math and science. While reading is only one of the subjects taught in ABE/GED programs, it is the foundation of instruction and occupies a substantial amount of teacher and student time. Math and science also play important roles in achieving the passing of the GED test; consequently, teachers apply contextualized instruction so the students will recognize their importance in the students' careers.

**5. General Education Provisions Act (GEPA):** The School District of Indian River County will utilize all possible and appropriate strategies to ensure equitable access to and participation in all federally assisted programs. Board Rule 2.38, General Administration, assures that there shall be no discrimination against any students, teachers, parents or community members because of gender, race, national origin, color, disability, or age; except when it is necessary to meet bona fide program requirements. The School District of Indian River County shall take all

necessary actions to comply with the letter and spirit of state and federal laws providing for equitable participation. Strategies shall include:

- Utilize staff to facilitate access to and participation in adult literacy programs such as providing potential participants with handouts which are written in their native language.
- Encourage students, teachers, and community members to become active participants.
- Designate administrative personnel to provide information to students, teachers, and community members in regard to equal access to programs; for instance, offer adult literacy in communities where there is a need for services.
- Eligible students who meet program selection criteria will be able to participate i.e. 16 years or older and withdrawn from school.
- Adherence to the grievance process for prompt process of discrimination charges.
- Utilized internal reporting and modification procedures to evaluate the effectiveness of the plan such as monitoring the students' data base to ensure that equitable participation is achieved.

It is anticipated that due to the above strategies, the School District will increase equitable access to and participation in all its adult general education programs.

**Budget:** This funding request reflects the district's emphasis on personal attention to meet students' needs through reasonable class sizes. These grant funds are critical to the continuation of literacy education services in the Indian River County.

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Letter of Agreement – IRMC Student Affiliation Agreement

TO: School Board of Indian River County
FROM: IRMC, Department of Education
DATE: April 2, 2013
RE: Letter of Agreement – 2-Year Extension Student Affiliation Agreement

The student affiliation agreement ("Agreement") was made and entered into between School District of Indian River County, ("School"), and Indian River Memorial Hospital Inc. ("Hospital") on July 31, 2011.

- 1) The term of this Agreement was two (2) years from the execution of the Agreement by both parties. This agreement is requested to be submitted for renewal upon expiration of the term of the Agreement.
2) Renewal may be accomplished through this Letter of Agreement signed by both parties.
3.) There are no changes to the current Affiliation Agreement on record.
4.) Students will continue to complete Addendums A through E to meet eligibility for student internship.

This Agreement shall not become effective or in force until all of the below names parties have fully executed this Agreement. The parties have executed this Agreement as of the day and year written below.

Hospital

By: [Signature]
Name: John Peeples
Title: Vice President and CHRO
Date: 4.3.13

University/School Participating: Keiser University, Ultrasound Program, Melbourne Campus

By:
Name:
Title:
Date:

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**OUT-OF-COUNTY ENROLLMENT AGREEMENT**

**2013 - 2014**

This agreement entered into between THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA, hereinafter "INDIAN RIVER" and THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA, hereinafter "OSCEOLA" and;

WHEREAS, there are some students in Indian River County whose parents/guardians find it more convenient for their child or children to attend school in Osceola County, and:

WHEREAS, there are some students in Osceola County whose parents/guardians find it more convenient for their child or children to attend school in Indian River County, and:

WHEREAS, both "INDIAN RIVER" and "OSCEOLA" accept such students, each from the other, on a basis of official action taken at a meeting of the school board of each county, and;

WHEREAS, it is the desire of both parties to memorialize this action by written contract, it is

THEREFORE, agreed between the parties as follows:

1. That each student may be released by the home county and may be accepted by the receiving county after a written request by the parent.
2. That said request is for one school year and must be renewed annually.
3. That either party may terminate this agreement upon thirty days notice to the other.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by the Chairman of the Board of each school district and its Superintendent of Schools:

\_\_\_\_\_  
Chairman of School Board, Indian River

\_\_\_\_\_  
Chairman of School Board, Osceola

\_\_\_\_\_  
Superintendent of Indian River County

\_\_\_\_\_  
Superintendent of Osceola County

Dated \_\_\_\_\_

Dated \_\_\_\_\_

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(hidden)

District ELL Plan Complete. Send notice to DOE.

Submit one original copy of this form with original signature of the superintendent and plan narrative to:

Bureau of Student Achievement through Language Acquisition  
Florida Department of Education  
325 West Gaines Street  
444 Turlington Building  
Tallahassee, Florida 32399-0400  
Contact Person: Adeola Fayemi  
Phone: (850) 245-9555

Florida Department of Education

DISTRICT PLAN FOR SERVICES TO ENGLISH LANGUAGE LEARNERS (ELLs)

Date Received by FDOE

FDOE INTERNAL USE ONLY

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                         |                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------------------------------------|
| (1) NAME OF THE DISTRICT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | (2) CONTACT NAME/TITLE: | (3) CONTACT PHONE:                                  |
| INDIAN RIVER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Karen Malits            | (772) 564-3038                                      |
| (4) MAILING ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         | (5) PREPARED BY: (If different from contact person) |
| 1990 25th Street<br>Vero Beach, FL 32960                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                         | Alice Blanco                                        |
| (6) CERTIFICATION BY SCHOOL DISTRICT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         |                                                     |
| <p>The filing of this application has been authorized by the School Board and the undersigned representative has been duly authorized to submit this plan and act as the authorized representative of the district in connection with this plan.</p> <p>I, <b>Frances J. Adams</b>, do hereby certify that all facts, figures, and representations made in this plan are true and correct. Furthermore, all applicable statutes, rules, regulations, and procedures for program and fiscal control and for records maintenance will be implemented to ensure proper accountability.</p> |                         |                                                     |
| Signature of Superintendent or Authorized Agency Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Date Signed             | Date of Governing Board Approval                    |
| (7) District Parent Leadership Council Involvement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                         |                                                     |
| Name of Chairperson representing the District ELL Parent Leadership Council (PLC): <b>Victoria Vences</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                         |                                                     |
| Contact Information for District PLC Chairperson<br>Mailing address:<br><b>237 South Bay Street, Fellsmere<br/>Fellsmere, FL 32948</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |                                                     |
| E-mail Address: Phone Number: <b>(772) 571-9004</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                         |                                                     |
| Date final plan was discussed with PLC: <b>02/27/2013</b> PLC <input checked="" type="checkbox"/> approved <input type="checkbox"/> not approved                                                                                                                                                                                                                                                                                                                                                                                                                                        |                         |                                                     |
| <i>Victoria Vences</i><br>Signature of the Chairperson of the District PLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                         | <i>04-04-13</i><br>Date Signed by PLC Chairperson   |

Tony Bennet, Commissioner  
Florida Department of Education



## **DISTRICT ENGLISH LANGUAGE LEARNER PLAN ASSURANCES AND CERTIFICATION**

School districts are required to abide by a set of assurances when developing and implementing programs and services to students classified as English Language Learners (ELLs), and are required to ensure school and district level personnel comply with all the requirements and provisions set forth in the laws, rules, regulations, and federal court orders listed below:

- The requirements set forth in Section 1003.56, Florida Statutes;
- The requirements set forth in Rules 6A-6.0900 - 6A-6.0909; 6A-6.09022; 6A-6.09091; 6A-1.09432, Florida Administrative Code (FAC.), and other applicable State Board of Education Rules;
- The requirements of the No Child Left Behind Act of 2001;
- The requirements of the Consent Decree in the League of United Latin American Citizens et al. v. the State Board of Education, 1990;
- The requirements of the Florida Educational Equity Act, 1984;
- The requirements based on the Fifth Circuit Court decision in Castañeda v. Pickard, 1981;
- The requirements based on the Supreme Court decision in Plyler v. DOE, 1980;
- The requirements based on the Supreme Court decision in Lau v. Nichols, 1974;
- The requirements of the Equal Educational Opportunities Act of 1974;
- The Requirements of Section 504 Rehabilitation Act of 1973;
- The requirements of the Office of Civil Rights Memorandum of May 25, 1970;
- The requirements of the Title VI and VII Civil Rights Act of 1964; and
- The requirements of the Office of Civil Rights Standards for the Title VI Compliance.

By signature below, I, Frances J. Adams, do hereby certify that procedures, processes and services that are described herein shall be implemented in a manner consistent with the requirements and provisions of the requirements set forth above.

\_\_\_\_\_  
Superintendent's Signature or Authorized Agency Head

\_\_\_\_\_  
Date Signed

### **SECTION 1: IDENTIFICATION [Rule 6A-6.0902, FAC]**

#### **Enrollment Procedures and Administration of the Home Language Survey**

Describe the district's procedures to register English Language Learners (ELLs), including the following questions:

How is the Home Language Survey (HLS) administered? (Max length 2000)

The parent or guardian who is registering the student completes the Home Language Survey, which is part of the district registration form, as part of the registration process at the school site or

<http://app1.fldoe.org/aala/ellPlan/print/entirc-application.aspx>

4/4/2013



attendance office. For those students and parents for whom English is not the primary language, bilingual personnel are available at the District Attendance Office and at each school site, where feasible, to provide assistance when needed. Programmed portable translators that include 12 languages and web-based translation technology are also available for registrars and front office staff to facilitate communication. Note: According to the Code of Federal Regulations, Part 62.10 (a)(2), student sponsors ensure that "the exchange visitor possesses sufficient proficiency in the English language to participate in his or her program." When foreign exchange students enroll in the district, it will be indicated on the students Home Language Survey "Not Applicable, student is a foreign exchange student." This practice will ensure that foreign exchange students who enroll in the district are not flagged with the L9 code (pending ESOL program testing). As per Foreign Exchange Program requirements, Foreign Exchange Students must provide evidence of sufficient English language proficiency, including reading, writing and speaking, that will enable the student to successfully function at the academic level in which he/she is enrolled. It is not the district's responsibility to provide any form of special tutorial help in English proficiency; therefore, foreign exchange students are not eligible for ANY ESOL services, nor are they eligible for tutoring or other special services.

How do district procedures compare to those followed for non-ELLs? (Max length 2000)

The School District of Indian River County follows the same procedures for ELL students as to those followed for non-ELLs. In the Indian River County school district, all elementary students register at the District's Attendance Office, with the exception of one elementary school in the far northwest region of the county. Due to the geographic location of Fellsmere Elementary and in an effort to better accommodate parents' needs, student registration can occur at this elementary school site. All secondary students register at their home school site. Charter school students enroll at their charter school site. For those students and parents for whom English is not the primary language, bilingual personnel are available at the District Office and at each school site, where feasible, to provide assistance when needed. Programmed portable translators that include 12 languages and web-based translation technology are also available for registrars and front office staff to facilitate communication.

Is the HLS translated into other languages?

Yes

If answered "yes," list languages. (Max length 2000)

Home Language Surveys are available in the three dominant languages spoken by ELLs in the district, English, Spanish, and French.

How does the district assist parents and students who do not speak English? (Max length 2000)

The parent or guardian who is registering the student completes the Home Language Survey, which is part of the district registration form, as part of the registration process at the school site. For those students and parents for who English is not the primary language, bilingual personnel are available at the district office and at most school sites, where feasible, to provide assistance when needed. Forms that are district specific have been translated into Spanish. Home Language Surveys are available in English, Spanish, and French. Programmed portable translators that include 12 languages and web-based translation technology are also available for registrars and front office staff to facilitate communication.

## **SECTION 2: ENGLISH LANGUAGE PROFICIENCY ASSESSMENT (PLACEMENT) [Rule 6A-6.0902, FAC]**

### **English Language Proficiency (ELP) Assessment**

\*Required to save.

\* What is the title of the person(s) responsible for administering the English language proficiency assessment of



potential ELLs in the district? (Check all that apply.)

- Other: ESOL Resource Teachers, Immigrant Advocates, highly qualified ELL paraprofessionals, and/or other trained school staff
- Other: ESOL Resource Teachers, Immigrant Advocates, highly qualified ELL paraprofessionals, and/or other trained school staff
- Other: ESOL Resource Teachers, Immigrant Advocates, highly qualified ELL paraprofessionals, and/or other trained school staff
- Other: ESOL Resource Teachers, Immigrant Advocates, highly qualified ELL paraprofessionals, and/or other trained school staff
- Other: ESOL Resource Teachers, Immigrant Advocates, highly qualified ELL paraprofessionals, and/or other trained school staff
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- Other: ESOL Resource Teachers, Immigrant Advocates, highly qualified ELL paraprofessionals, and/or other trained school staff
- Other: ESOL Resource Teachers, Immigrant Advocates, highly qualified ELL paraprofessionals, and/or other trained school staff

**Listening and Speaking Proficiency Assessment**

\* List the Listening and Speaking (Aural/Oral) assessment(s) used in the district to ascertain if a student is an ELL. Also, state the publisher's cut-score that determines the student is eligible for ESOL services. At least one assessment must be entered.

| Name of Listening and Speaking Assessment(s): | INDICATE THE CUT SCORE USED FOR PLACEMENT (ENTRY) DETERMINATION BY TYPE OF SCORE |               |                 |                                    |
|-----------------------------------------------|----------------------------------------------------------------------------------|---------------|-----------------|------------------------------------|
|                                               | Grade Level                                                                      | Raw Score (1) | Scale Score (2) | National Percentile <sup>(3)</sup> |
| Pre-LAS (Language Assessment Scale)           | K-1                                                                              |               | 81              |                                    |
| LAS Links (Language Assessment Scale)         | 1                                                                                |               | 471             |                                    |
| LAS Links (Language Assessment Scale)         | 2                                                                                |               | 501             |                                    |
| LAS                                           | 3-12                                                                             |               | 000             |                                    |

- (1) A raw score represents the number of points a student received for correctly answering questions on a test.
- (2) A scale score is a raw score that has been converted to a scale. The conversion table provided by test publisher should be used to report the scale score, if the test results are not provided in terms of a scale score.
- (3) A national percentile is the percentile rank provided by a national norm-referenced test that indicates the percentage of a referenced group obtaining scores equal to or less than the score achieved by an individual.

\* Describe the procedures to ensure that the Listening and Speaking assessment(s) are administered within 20 school days of student's initial enrollment. Include the procedures the district follows if the Listening and Speaking assessment(s) are not given within the timeline. (Max length 2000)

Upon entry, any student having a "yes" response on any of the Home Language Survey questions, is coded L9, indicating the need for testing to determine the student's English language

proficiency level on the District database -TERMS. A default L9 code will be generated on the TERMS database if any language other than English is indicated for any of the HLS responses. This process ensures that the student will be identified as being in need of an assessment to determine their English Language Proficiency. A printout is generated on a weekly basis, identifying LY and newly enrolled L9 students. This printout includes demographic information, such as the student's enrollment date and Date Entered US School (DEUSS). Students with affirmative responses to any of the HLS questions are scheduled for language assessment as soon as possible, but no later than twenty school days from the initial date of enrollment. An annual meeting is held for all district (including charter schools) ELL contacts, registrars, secretaries, and data entry clerks for the purpose of reviewing ELL procedures and introducing all new data elements. The school site and the district ELL office review this L9 code on school reports to ensure that testing is completed within 20 school days of registration. Parents are notified, in the home language when feasible, on a district form with a given reason if testing is delayed beyond the 20 day testing period. The test will then be administered on or before the date stated in the parent communication. However, L9 coded students will still receive ESOL services until otherwise determined by assessment for eligibility.

- \* Describe the assessment procedures for ELLs in grades 3-12 who scored English proficient on the Listening and Speaking assessment. (Max length 2000)

The designated test administrator will utilize the appropriate level of the LAS Links to assess all L9 students in grades 3-12. Students will be assessed in the four domains of listening, speaking, reading and writing to determine eligibility. The Reading and Writing test is administered to students in grades 3-12 at the same time the Aural/Oral test portion is administered. Assessment for language proficiency will be completed within twenty (20) days of the initial enrollment date. Students, who score Fluent English Speakers (FES) and upon academic review show no need for ELL services, are placed in a general education classroom. English proficiency tests are maintained in the cumulative folder for reference. If a future concern is identified, teachers, any school staff or parents can initiate an ELL Committee meeting that will determine if the student is in need of ELL services.

### Reading and Writing

- \* List the Reading and Writing assessment(s) used in the district to ascertain if a student is an ELL.

Note: A norm-referenced assessment may report a student's score as a percentile. A score at or below the 32nd percentile on the reading or writing portion of a norm-reference assessment would qualify a student for entry into the ESOL program.

#### **Name of Reading and Writing Assessments:**

LAS Links (Language Assessment Scale)

- \* Describe the procedures to ensure that the Reading and Writing assessment(s) are administered to students in grades 3-12. Describe the procedures to follow when the Reading and Writing assessment(s) are not administered to students in grades 3-12 within the required timeline. (Max length 2000)

The Reading and Writing test is administered to students in grades 3-12 at the same time the Aural/Oral test portion is administered. Every effort is made to ensure the completion of the Reading/Writing test is administered within the required timelines. If not, parents will be notified and the test will be administered on or before the date stated in the parent communication. However, students will still receive ESOL services until otherwise determined by assessment for



eligibility.

### ELL Committee

\* Describe the procedures used when the ELL Committee makes an entry (placement) decision. (Max length 2000)

The ELL Committee convenes to place a student who upon initial assessment does not qualify for the ESOL program, but clearly indicates a need for ELL support. The ELL committee is each school's vehicle for determining ESOL program status, academic placement or retention issues of ELL or LF students attending that site. A teacher, school personnel, or parent can initiate the ELL Committee for this purpose.

## SECTION 3: PROGRAMMATIC ASSESSMENT [Rule 6A-6.0902, FAC]

### Academic/Programmatic Assessment

Describe the procedures to determine the prior academic experience of ELLs. (Max length 2000)  
Include links to procedural documents as appropriate or upload document.

In Indian River County, age is an important factor in determining appropriate grade placement. Existing documents, educational background and history of the student are reviewed. Interviews are conducted with student and parent in determining the most appropriate grade and course placement. The school secretary will send a request for student records via fax, mail, or email. A follow-up phone call request to the prior school will be made if the records are not received in a timely manner. Every effort is made to ensure proper placement and placement is reviewed again upon receipt of prior school records. The ESOL Resource Teacher/ Immigrant Advocate at the school is responsible for maintaining this programmatic form in each student's ELL folder.

Describe the procedures to address the placement of ELLs with limited or no prior school experience(s), or whose prior school records are incomplete or unobtainable. Include actions taken to obtain student records. (Max length 2000)

When a student enters a school in Indian River County and it is determined that the student's prior schooling records are incomplete or unobtainable, he/she is placed in the grade that is most appropriate for the student's age. The school secretary will send a request for records to the previous school. The student is tested in a timely manner to assess language proficiency. The student is placed in a classroom taught by an ESOL endorsed teacher. In addition, the student is prioritized for services with a bilingual assistant, where feasible.

### Grade Level and Course Placement Procedures – Grades K-8

Describe the procedures to determine appropriate grade level placement for ELLs. (Max length 2000)

A student identified as ELL is assessed for language proficiency by the ESOL Resource Teacher, in coordination with the school's assistant principal and/or guidance counselor. They review the educational background and history of the student, conduct parent and/or student interviews and use all pertinent data in determining the appropriate grade level and/or subject area placement for the student. If past student records are not available at the time of entry, the school secretary will communicate with the previous school to help gather previous grade level placement. The ELL contact at the school is responsible for maintaining this form in each student's ELL folder.

### Grade Level and Course Placement Procedures – Grades 9-12

Describe the procedures to determine appropriate grade and course/class placement. Descriptions must include the process used for awarding credit to ELLs entering high school (9th-12th grades), who have earned credits in countries outside of the United States, but with no documentation. Also, for students transferring

from other countries, include the process for awarding credits for language arts courses taken in the student's native language and for world language courses (this may include English). (Max length 2000)

ESOL Resource Teacher/Immigrant Advocate in conjunction with the school guidance counselors review the educational background and history of the student, courses, grades, credits and conduct parent and/or student interviews to determine appropriate grade and course class placement. All pertinent data is used to determine the appropriate grade level and/or subject area placement for the student. Every effort is made to request records from the previous school in countries outside the U.S. Schools allow a reasonable amount of time for prior school documents to arrive to enable credits to be given to the student. Credits are awarded for language arts courses taken in the student's native language classes or foreign language classes that the student may have taken. The ESOL Resource Teacher will administer an English language proficiency test to determine ESOL program eligibility.

Please provide a link and page number if this information is explained in the Student Progression Plan. (Max length 2000)

<http://www.indianriverschools.org/Pages/Parentlinks.aspx> Pages 3;16-68

### Re-evaluation of ELLs that Previously Withdrew from the School/District

Describe the procedures for re-evaluating ELLs who have withdrawn from or left the district and are re-enrolling. Include the timeline between the ELLs' withdrawal and re-enrollment when a new English language proficiency assessment is to be administered. (Max length 2000)

To ensure the district identifies ELL students that reenroll or transfer within our schools/district, our TERMS database defaults to an L9 code to flag the student at the time of reenrollment. If the time period between the ELL's withdrawal and reenrollment exceeds one calendar year, the student will be reassessed with a new English Language Proficiency assessment. ELLs who withdraw from the district and re-enroll after having been either in another district, state, or out of the country within the same school year are not administered a new English language assessment. The ESOL Resource Teacher/ Immigrant Advocate, in coordination with the school's assistant principal and/or guidance counselor review the educational background and history of the student, conduct parent and/or student interviews and use all pertinent data in determining the appropriate grade level and/or subject area placement for the student. If past student records are not available at the time of entry, the school secretary will communicate with the previous school to help determine previous grade level placement. The ELL contact at the school is responsible for maintaining this form in each student's ELL folder.

### ELL Student Plan Development

Describe the procedures for developing the Student ELL Plan. Include the teacher(s) role and/or title of the person responsible for developing the plan. Also include a description of when and how the plan is updated to reflect the student's current services. (Max length 2000)

District ESOL Resource Teachers/ Immigrant Advocates are responsible for ensuring the ELL Student Plan is developed. District ESOL personnel and ESOL staff review ELL records annually, as well as reviewing all ELL FTE records prior to submission to ensure the compliance of all school sites. The ELL Student Plan is initiated after proficiency testing is conducted and the student qualifies as ELL (LY). The district plan includes the initial entry testing data, classification date, basis of entry, test date, test score, classroom instructional model, additional services or programs, extension of services, and exit data. Home-school communications, such as parent notification of ESOL eligibility, is sent to parents annually in their native language, when feasible. The ELL Student Plan is a running record of participation in the ESOL program and contains all required documentation. The Plan is kept on file at the school site in the ELL folder and updated annually.

Describe the elements of the plan (e.g., home-school communication, student schedules and classes,

<http://app1.fldoe.org/aala/ellPlan/print/entire-application.aspx>

4/4/2013



progress monitoring, interventions, assessments and other evaluations). (Max length 2000)

The district ELL Student Plan includes the initial entry testing data, classification date, basis of entry, test date, test score, classroom instructional model, additional services or programs, extension of services, and exit data. Home-school communications, such as parent notification of ESOL eligibility, is sent to parents annually in their native language, when feasible.

Provide the link to the Student ELL Plan form, or upload as appropriate. (Max length 2000)

See attached Student ELL Plan

## **SECTION 4: COMPREHENSIVE PROGRAM REQUIREMENTS AND STUDENT INSTRUCTION**

### **Instructional Models**

In addition to using required ESOL strategies by teachers who teach ELLs, what instructional model(s) or approach(es) are used to ensure comprehensible instruction? Descriptions of each model appear in the current FDOE Database Manuals, [http://www.fldoe.org/eias/dataweb/database\\_1213/144145.pdf](http://www.fldoe.org/eias/dataweb/database_1213/144145.pdf). (Check all that apply.)

- Sheltered – English
- Mainstream/Inclusion – English
- Mainstream/Inclusion – Core/ Basic Subject Areas

Describe how the instructional models are used in the district. Include procedures to locally monitor fidelity for each instructional model at the school level. (Max length 2000)

School site administrators are responsible for monitoring the utilization of second language strategies. Evidence is documented during classroom observations, through lesson plans, classroom settings, materials used, audio/visuals, and grade book notations. Regardless of the delivery model implemented, the instructional services delivered to ELL students are equal in scope, sequence, and quality to those provided to non-ELL students. The main responsibility of monitoring the fidelity of the implementation for each instructional model at each school falls on the school level administration. Teachers of ELL students complete the ESOL training as specified in the Consent Decree. Thus, each teacher with ELL students delivers comprehensible instruction to those students by using ESOL strategies as detailed in the five college credit courses identified in the Decree, or the approved Add-on Endorsement or certification. ELL students' teachers formulate and implement lesson plans which reflect the utilization of ESOL strategies and the delivery of comprehensible instruction. The students are taught in English in the regular classrooms with the assistance of an ELL Assistant, if available at the school site. Differentiated instructional ELL leveled materials/programs are available as supplements for teachers of ELL students. These materials incorporate the features and structures that enhance an ELL student's ability to comprehend text. The Next Generation State Standards and/or Common Core State Standards are the basis of all curriculums. Trained bilingual teachers or bilingual aides are available to assist basic subject area teachers with the planning and delivery of comprehensible instruction to ELL students, if 15 or more students speak the same language and are enrolled at the school. The District office monitors all teachers regarding their progress toward fulfilling the ELL requirements described in the Meta Consent Decree.

Upload a list of each school in the district and the school's instructional model(s). (Max file size 1 MB) If all schools in the district use the same instructional model(s), click the box below.

All schools in the district use the same instructional model.

Describe the process to verify that instruction provided to ELLs is equal in amount, sequence, quality, and scope to that provided to non-ELLs. (Max length 2000)



All ELL students, as all non ELL students, shall have equal access to all course offerings, programs and services. This includes the core subjects defined as English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography. School site administrators are responsible for monitoring the utilization of second language strategies. Evidence is documented during classroom observations, through lesson plans, classroom settings, materials used, audio/visuals, and grade book notations. Regardless of the delivery model implemented, the instructional services delivered to ELL students are equal in scope, sequence, and quality to those provided to non-ELL students.

Describe the method(s) used in the district by instructional personnel to document the use of ESOL instructional strategies and describe the school level monitoring process used to verify the delivery of comprehensible instruction. (Max length 2000)

ELL students' teachers formulate and implement lesson plans which reflect the utilization of ELL strategies and the delivery of comprehensible instruction. ELL strategies are documented in all lesson plans, in accordance with the teacher contract, for classes with ELL students. The ESOL Resource Teacher, in coordination with the assistant principal, guidance counselor, the ELL teacher(s), and the regular program teacher(s) maintain contact with, evaluate, and assist in the provision of a comprehensible instructional program for all ELL students. This effort is maintained as a continual, ongoing process. During classroom visits, the school administrators observe and monitor the utilization of ELL strategies and the provision of comprehensible instruction. Reading coaches receive additional professional development for differentiated instructional methodologies. ESOL Resource Teachers/Immigrant Advocates provide on-going support and training to teachers to assist them with the development of appropriate strategies and the selection of materials designed to meet the needs of ELLs.

How are ELLs assured equal access to all programs and facilities that are available to non-ELLs? (Max length 2000)

Academic assessment by school personnel determines the appropriate grade level, subject area, and course level placement for ELL students. All ELL students, as all non ELL students, shall have access to all course offerings, programs and services for which they meet eligibility criteria. This includes the core subjects defined as English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography. School administrators review lesson plans for documented use of ELL strategies and verify instruction on an ongoing basis to ensure access, sequence, and scope for ELL students is equal to non-ELL students.

What is the title of person(s) responsible for ensuring that all ELLs are provided with comprehensible instruction in the district?

- District Administrator(s)
- School Level Administrator(s)
- Other: ESOL Resource Teachers, Immigrant Advocates, Reading Coaches

What progress monitoring tools are being used to ensure all ELLs are mastering the grade level academic content standards, benchmarks and the English Language Proficiency standards? (Check all that apply.)

- Student Portfolios
- FCAT Practice Tests
- FCAT
- Other: PM2 data management system, CELLA, SAT 10 (K-3), EOC, PreLAS, LAS Links, and District Reading Benchmark tests (Reading, Math, Writing, and Science)

### Student Progression

Have the district's standards and procedures for promotion, placement, and retention of ELLs been incorporated into the district's Student Progression Plan?

Yes

If yes, please provide a link and page number if this information is explained in the Student Progression Plan. (Max length 2000)

<http://www.indianriverschools.org/Pages/Parentlinks.aspx> Pages 3;16-68

## **SECTION 5: STATEWIDE ASSESSMENT [Rule 6A-6.09091, FAC]**

### **Statewide Assessment**

Describe the process to ensure that all ELLs participate in Florida's statewide assessment programs (FCAT, CELLA, etc.), and are provided appropriate testing accommodations per test administration requirements. Description should include the title of the school-level person responsible for documenting that each eligible ELL is provided appropriate test accommodations. (Max length 2000)

Every school has a designated testing coordinator, who is the Assistant Principal, Guidance Counselor, or designee. All state-mandated assessments, such as CELLA, FCAT, EOC, PERT, etc., are administered in accordance with assessment guidelines. All students, including all ELL students, participate and are assessed. Individual ELL students, who are also in the Exceptional Student Education (ESE) Program, may be exempted by the recommendation of an ELL Committee if that student has been in an approved ESOL Program less than 1 year, as identified through the district database system, and the designated ESE alternative assessment is approved and is within the 2% of ESE students allowed to be alternatively assessed. The alternative assessment will relate to the original assessment and will be based on the same standards in reading, writing, math and science. The FCAT must be passed to receive a standard high school diploma. The Comprehensive English Language Learning Assessment (CELLA) is used to measure the growth of students classified as English Language Learners (ELLs) in mastering the skills in English they will need to succeed in school. Accommodations approved by the State Board of Education are specified in the testing manual, explained to all school site test coordinators and administrators, and tracked per ELL student. Letters are sent to parents of ELL students to inform them of the accommodations provided during statewide assessments. All ELL students are provided accommodations as an integral part of instruction, as monitored by the evaluation of the school administrator, and for testing. Accommodations are documented on the ELL student's individual test booklet. Training is provided to all teachers in the use of accommodations both in the classroom and during testing. The school site administrators are responsible for test administration and accommodations.

## **SECTION 6: ENGLISH LANGUAGE PROFICIENCY ANNUAL ASSESSMENT (EXIT) [Rule 6A-6.0903, FAC]**

Describe the procedures to determine if ELLs are ready to exit the district's ESOL program. Description should include exiting procedures for all language domains (listening, speaking, reading and writing), grade-specific procedures, and required cut scores. (Max length 2000)

The School District of Indian River County will exit its ESOL students if he/she satisfactorily meets CELLA and FCAT criteria as described below:

- > Grades K-2: Proficiency on CELLA subtests only
- > Grades 3-9: Level 3 or higher on FCAT Reading and Proficiency on all CELLA subtests
- > Grades 10-12: Score on FCAT Reading sufficient to meet graduation requirements and Proficiency on all CELLA subtests OR ELL Committee Determination

As required, all ESOL (LY) students before reaching their 3 year or beyond anniversary date (which may occur at any point during the school year) will be reassessed annually using LAS Links. An ELL Committee will convene and the results of the reassessment will be considered



along with current student grades and performance, attendance, and benchmark data. The decision of extending services or exiting the student will be decided by a majority consensus of the ELL Committee.

The ELL Committee shall review the student's academic record holistically and shall consider the assessment results from the assessment administered. The following criteria is utilized to determine whether the student is English language proficient:

- a. Extent and nature of prior educational or academic experience, social experience, and a student interview;
- b. Written recommendation and observation by current and previous instructional and supportive services staff;
- c. Level of mastery of basic competencies or skills in English and/or heritage language according to state or national criterion-referenced standards, if any;
- d. Grades from the current or previous years; and
- e. A variety of assessment results

What is the title of person(s) responsible for conducting the exit assessments described above? (Check all that apply.)

- ESOL Teacher/Coordinator
- Other: ESOL Resource Teacher, Immigrant Advocate, or trained school staff

What are the district's policies for students who meet exit qualifications in the middle of a student grading period? (Max length 2000)

Students, who meet exit qualifications in the middle of a grading period, would be exited by convening an ELL committee meeting. Based upon student data, including, but not limited to, the LAS Links assessments, other possible program designations (i.e. ESE), report card grades, benchmark assessments, and teacher/ parent input, the ELL committee will determine if the student meets exit qualifications. The student would be entered in the system as an LF student and monitored for two years.

If the ELL Committee is involved in making exit decisions, what criteria are used by the Committee to determine English proficiency? (Max length 2000)

The ELL Committee shall review the student's academic record holistically and shall consider the assessment results from the assessment administered under subparagraph (2)(b)2. of State Board Rule 6A-6.0903 and the following criteria to determine whether the student is English language proficient:

- a. Extent and nature of prior educational or academic experience, social experience, and a student interview;
- b. Written recommendation and observation by current and previous instructional and supportive services staff;
- c. Level of mastery of basic competencies or skills in English and/or heritage language according to state or national criterion-referenced standards, if any;
- d. Grades from the current or previous years; and
- e. Test results from tests other than the assessment according to subparagraph (2)(b)2. of State Board Rule 6A-6.0903.

If ELL's do not meet exit criteria (FCAT and CELLA) mandated in 6A-6.0903, the ELL Committee must confirm that the student can be successful without ELL support. Parents of the ELL students are invited to all ELL Committee meetings. The district ESOL Resource Teacher ensures that the exit data is recorded both on the Student ELL Plan form and in the district database. The ESOL resource teacher supports the school sites by being available for technical assistance and periodically monitoring records.

## **SECTION 7: MONITORING PROCEDURES [Rule 6A-6.0903, FAC]**

What is the title of person(s) responsible for conducting the required two-year monitoring of former ELLs (LFs)? Explain how the progress of the former ELLs (LFs) is documented in the ELL Student Plan. Include person responsible for data reporting. (Max length 2000)

ESOL Resource Teacher/ Immigrant Advocate, and ESOL school staff contacts. Staff completes a post-reclassification form for each student that exits the ESOL program. The student will be monitored after the first report card after exiting, at the end of the first semester, the end of the first year and then at the end of the second year.

What documentation is used to monitor the student's progress? (Check all that apply.)

- Report Cards
- Test Scores
- Classroom Performance
- Other: Performance Matters (PM2) Data Management System, teacher and bilingual assistant input (if needed)

What are the procedure(s), including re-classification, when the academic performance of former ELLs (LFs) is not on grade level? (Max length 2000)

The ESOL resource teacher/ Immigrant Advocates, in coordination with the teacher(s) of the ELL student, will identify patterns of poor performance (below average or failing grades/tests/lacks credits) and will initiate a meeting of the ELL Committee. The ELL Committee will review the performance of the former ELL student according to criteria specified in the Consent Decree and will make the determination of whether the student should be reclassified or may develop appropriate academic interventions to best meet the needs of the student.

How does the district ensure that schools are implementing the District ELL Plan? (Max length 2000)

The District ESOL staff ensures that schools are implementing the District ELL Plan on an on-going basis throughout the school year. School Administrators and staff are informed that the District ELL Plan is available on the School District website and trainings are conducted, on at least an annual basis, to review/ explain components of the District ELL plan. In addition, ELL staff facilitate informal trainings for district and school site staff throughout the year. District ESOL staff are also available on all school campuses to support school administrators in maintaining fidelity with the District ELL Plan.

## **SECTION 8: PARENT/GUARDIAN/STUDENT NOTIFICATION AND RIGHTS**

Describe the procedures used by school personnel to provide assistance to parents/guardians of ELLs in their home language. (Max length 2000)

For those students and parents for whom English is not the primary language, bilingual personnel are available at each school site to provide assistance when needed, as feasible. The District ELL Office supports the schools with bilingual assistance when no other support is available. Portable translators with access to 12 languages and web-based translation technology are available in every school's front office.

Describe parent outreach activities that inform parents of how they can be involved in their children's education and how they can assist their children to learn English and meet State content and academic achievement standards. (Max length 2000)

The mission of the School District of Indian River County is "to serve all students with excellence." Parent Engagement is encouraged in many ways. The school administrators invite all parents to join the Parent Association at their child's school in order to serve as liaisons with other parents and provide essential input and support for issues. Parents are also encouraged volunteer at all schools. Parents of ELL students are also invited to join the School Advisory Council (SAC). The



SAC makes important decisions about their child's school and is responsible for developing and making final decisions about the School Improvement Plan. Parent nights are held at all schools to address issues such as curriculum, budget, discipline, training, instructional materials, technology, staffing, student support services, and tips on how to help their child do better in school. The District's Start to Finish Parent Guide is a comprehensive guide on K-12 education and is a resource for parents to assist their children meeting State content and academic achievement standards. Informational fliers are available to parents of the ELL students to advertise courses offered through Adult Education, including courses to learn English. Membership in the district's Parent Leadership Council (PLC) is open to all parents of ELL students. Participation in the PLC is district wide (K-12). ELL parents are invited to attend meetings. Topics presented for discussion may include: District ELL Plan, ESOL program and services, health and social services, school programs and services, parent training programs, etc. Every effort is made to assist parents in understanding all information described above by providing translated documents, including but not limited to the ELL Plan, Code of Conduct, Parent guide, School Public Accountability Report, and School Improvement Plan Summary, bilingual Connect Five phone messages, and interpretation services, when feasible.

Check the school-to-home communications that are sent by the district or school to parents/guardians of ELLs in a language the parents/guardians understand or provide URLs: (Check all that apply.)

- Delay in language proficiency testing
- Results of language proficiency assessment
- Program placement
- State and/or district testing
- Accommodations for testing (flexible setting)
- Annual testing for language development
- Growth in language proficiency (Listening, Speaking, Reading, Writing)
- Exemptions for FCAT Reading for students classified as ELLs less than 12 months
- Retention/Remediation
- Extension of ESOL instruction
- Exit from ESOL program
- Reclassification of former ELLs (LFs)
- Invitation to participate in an ELL Committee Meeting
- Invitation to participate in the Parent Leadership Council (PLC)
- Special programs such as Gifted, ESE, dual enrollment, Pre-K, adult secondary courses, vocational education, magnet, charter schools, SES programs, and student support activities
- Free/reduced price lunch
- Parental choice options, school improvement status, and teacher out-of-field notices
- Registration forms and requirements
- Disciplinary forms
- Information about the Sunshine State Standards and the ELP Standards
- Information about community services available to parents
- Information about opportunities for parental involvement (volunteering, PLC, PTA/PTO, SAC)
- Other: Connect Five Phone Communication

## **SECTION 9: THE PARENT LEADERSHIP COUNCIL [Rule 6A-6.0904, FAC]**

What type(s) of PLCs exist in the district? (Check all that apply.)

- District Level

Describe the functions and composition of the PLC. (Max length 2000)

The majority of parents that are members of the School District of Indian River County District Parent Leadership Council are parents of ELL students. The PLC meets biannually. All district plans and issues are discussed and revised at that time. If there are any additional concerns a committee and a schedule is developed at that meeting to further discuss the issues. Participation in those committees is strictly voluntary and bilingual staff are available at every meeting.

The PLC is "composed in the majority of parents of limited English proficient students." If the PLCs in the district do not meet this condition, explain why and when compliance with the rule is expected. (Max length 2000)

The majority of parents that are members of the School District of Indian River County District Parent Leadership Council are parents of ELL students.

How does the district involve the PLC in other district/school committees? (Max length 2000)

Membership in the district's Parent Leadership Council (PLC) is open to all parents of ELL students. Participation in the PLC is district wide (K-12). ELL parents are invited to attend all district/school meetings, such as Parent/ School Association, SAC, etc. Topics presented for discussion may include: ESOL program and services, health and social services, school programs and services, parent training programs, etc. Informational fliers are delivered, information is available on the website, and bi-lingual Connect Five phone messages are sent to parents.

How is the district PLC involved in the development of the District ELL Plan? (Max length 2000)

The PLC receives a copy of the District ELL Plan and is asked to make comments or suggestions as to its content. The PLC meets biannually in the fall and spring.

Does the district PLC approve of the District ELL Plan?

Yes

If no, upload a summary of the PLC's concerns. (Max length 2000)

## **SECTION 10: PERSONNEL TRAINING [Rule 6A-6.0907, FAC]**

Describe how teachers who are required to obtain ESOL training or certification are notified of training requirements and opportunities. Include the title of person(s) responsible for issuing the notifications and how the notification process is documented. (Max length 2000)

The ELL Coordinator, the Professional Development Office, the Human Resources Department, and the Information Services Department work together to monitor the training status of each teacher, administrator, and guidance counselor in Indian River County. New hires are informed through an ESOL Training Requirements brochure during the initial orientation session and at the time of hire. Teachers are identified and notified by the school Principal and Assistant Principal when they are identified as out-of-field. Out-of-field assignments are approved by the School Board prior to the October and February FTE dates. The Professional Development Office and the District Certification Analyst conduct periodic review of the in-service requirements met by of out-of-field teachers. All teachers needing ESOL in-service are also notified by the school site Principal or Assistant Principal and given the ESOL in-service schedule of classes. All Indian River County teachers are encouraged to fulfill the ESOL in-service requirements for their teaching position within the META and LULAC Consent guidelines.

Describe the process(es) to track teachers' completion of ESOL training and/or certification requirements and include how documentation of completion is maintained. (Max length 2000)

The District's ELL Coordinator, Professional Development Office, the District Human Resource Department, and the Information Services Department work together to monitor the training status of each teacher, administrator, and guidance counselor in Indian River County. Teachers receive credit for ESOL training only when such training is documented by college or university transcripts, by written verification of inservice from other Florida districts, or by written verification of inservice in Indian River County. Teacher in-service tracking is tracked through the District's employee database by the District Coordinator of Professional Development and the District Certification Analyst. With assistance from the Information Services Department, an electronic



ESOL Compliance data file is maintained to monitor and document ESOL training according to each individual's timeline. Completion of training is included in the electronic certification record of each staff member.

Describe the procedures used when teachers are reported out of field, including compliance procedures and claiming FTE. (Max length 2000)

Twice a year, teachers who are currently out-of-field and/or out-of-compliance for ESOL training are identified by the Professional Development Office, the District Human Resource Department, and the Information Services. The District Certification Analyst leads this effort. These teachers are then notified of their status by the principal/supervisor and encouraged to complete any remaining ESOL training. Out-of-field assignments are approved by the School Board prior to the October and February FTE dates. All teachers needing ESOL in-service are also notified by the school site Assistant Principal or Principal and given the ESOL in-service Schedule of classes. School newsletters, which include information regarding teachers who are currently out-of-field and/or out-of-compliance for ESOL, are disseminated to parents by the school sites after each FTE survey period.

Describe how the district provides the 60-hour ESOL training requirement for school-based administrators, and the district's tracking system. (Max length 2000)

School-based and District Administrators are required to take one of the following 60 hour courses offered by the Professional Development Office: Methods of Teaching ESOL, Curriculum and Materials Development, Testing and Evaluation, Applied Linguistics, Cross Cultural Communications. These courses are offered throughout the school year and during summer. In addition, administrators may complete an online ESOL course specifically designed to satisfy the ESOL requirement for administrators through CTechEd.com. Administrators are included in the electronic ESOL Compliance data file that is maintained to monitor and document ESOL training according to each individual's timeline. Completion of training is included in the electronic certification record of each staff member.

Describe how the district provides the 60-hour ESOL training requirements for Guidance Counselors, and the district's tracking system. (Max length 2000)

Guidance counselors are encouraged to take one of the following 60 hour courses offered by the Professional Development Office: Methods of Teaching ESOL, Curriculum and Materials Development, Testing and Evaluation, Applied Linguistics, Cross Cultural Communications. These courses are offered throughout the school year and during summer. In addition, guidance counselors may complete an online ESOL course specifically designed to satisfy the ESOL requirement for guidance counselors through CTechEd.com. Guidance counselors are included in the electronic ESOL Compliance data file that is maintained to monitor and document ESOL training according to each individual's timeline. Completion of training is included in the electronic certification record of each staff member.

If instruction is provided in a language other than English, describe the procedures that are used to assess teachers' proficiency in the other language and in English. (Max length 2000)

All instruction is provided in English. School District of Indian River County teachers that provide instruction to ELL students are all fluent in English and are considered Highly Qualified by state and district criterion.

A bilingual paraprofessional or teacher is required at schools having 15 or more ELLs who speak the same language. Describe the eligibility qualifications required by the district for bilingual paraprofessionals, and describe in detail the job description and primary assignment. (Max length 2000)  
Provide the link for the district's bilingual paraprofessional job description, or upload the job description.

The primary assignment of the bilingual paraprofessional is to assist with the delivery of comprehensible instruction to ELL students and to assist their parents at the school when

applicable. The bilingual paraprofessionals follow the lesson plans of the certified teachers and implement ESOL strategies to meet the individual needs of the ELL students. A bilingual paraprofessional or teacher will meet the definition of highly qualified personnel.

<http://www.indianriverschools.org/SiteDirectory/HR/JobDescriptionsSupportStaff/Teacher%20Assistant,%20ESOL%20-%20Bilingual.pdf>

Describe district procedures for training bilingual paraprofessionals in ESOL or home languages strategies. Include how documentation of training is maintained. (Max length 2000)

Bilingual paraprofessionals are able to participate in in-service offered at their school site and from the district. Documentation of training is maintained by the Staff Development District office that includes the paraprofessional's name, date of training, and a brief description of the training on a sign in sheet.

Describe the procedures to determine the bilingual paraprofessional's proficiency in the target language. (Max length 2000)

Paraprofessional positions are advertised with specific language requirements and every effort is made to ensure that the paraprofessional meets those requirements. However, when it is necessary to hire a paraprofessional who is not proficient in the target language; language acquisition software and additional support materials are provided.

### **SECTION 11: Extension of Services [Rule 6A-6.09022, FAC]**

Describe district procedures used to determine Extension of Services. (Max length 2000)

ELL Committee meeting for Reevaluation MUST convene on ELL's THIRD year anniversary and each year thereafter. The LAS Links and CELLA are the allowable assessments, dependent on ELL's anniversary date. Extension of Services for the ESOL Program can be provided to a student that scores below Proficient in ANY of the 3 domains (L/S, R, W) on CELLA. Current CELLA scores and FCAT data can be used at the time of the ELL Committee meeting if a student's anniversary date is between June 1st and Oct. 1st.

- CELLA/FCAT scores from previous years CANNOT be used. LAS Links will be used if the student's anniversary date falls between Oct. 2nd and May 31st. Testing MUST be done prior the students' anniversary date, but no earlier than 30 days prior to that anniversary date.

- K-2 students will be tested for reevaluation with the L/S LAS Links

- 3-12 students will be tested for reevaluation the LAS Links L/S/R/W

After reevaluation is completed:

- ELL Committee meets on or within 30 days before the student's anniversary date. During the meeting, the teacher will provide two or more the following:

- Copy of the most recent report card/grades from eSembler

- District/State Assessment and benchmark scores (preferably, a printed report from PM2)

- A list of current interventions in place and data

- If requested, a brief written narrative of how the student is progressing, noting any strengths, weaknesses, or areas of concern

During the meeting the ESOL Contact will provide:

- Current LAS Links or CELLA scores

- Complete the ELL Committee Meeting form

- Update the ELL Student Plan

- Send an update for TERMS to include:

- o Re-eval date (date student took LAS Links/CELLA)

- o Plan date (date student ELL plan is updated, which will be ELL Cmte Mtg date)

- o Extension of services (Y) under Xt

- o Next Eval date (DEUSS or ENTRY date for the next year)

- If necessary, schedule student to receive additional support from Bilingual ESOL Paraprofessional



**Listening and Speaking Proficiency Assessment**

List the Listening and Speaking (Aural/Oral) assessments used in the district to determine if a student is English proficient for Extension of Services. Also, state the publisher's cut-score that determines if the student is proficient.

| Name of Listening and Speaking Assessment(s): | INDICATE THE CUT SCORE USED FOR EXIT DETERMINATION BY TYPE OF SCORE |               |                 |                        |
|-----------------------------------------------|---------------------------------------------------------------------|---------------|-----------------|------------------------|
|                                               | Grade Level                                                         | Raw Score (1) | Scale Score (2) | National Percentile(3) |
| See Attachment A                              |                                                                     |               |                 |                        |
| CELLA                                         | K-12                                                                |               | 000             |                        |
| LAS Links                                     | K-12                                                                |               | 000             |                        |

- (1) A raw score represents the number of points a student received for correctly answering questions on a test.
- (2) A scale score is a raw score that has been converted to a scale. The conversion table provided by test publisher should be used to report the scale score, if the test results are not provided in terms of a scale score.
- (3) A national percentile is the percentile rank provided by a national norm-referenced test that indicates the percentage of a referenced group obtaining scores equal to or less than the score achieved by an individual.

**Reading and Writing Proficiency Assessment**

List the Reading and Writing assessment(s) used in the district to determine if a student is English proficient for Extension of Services.

**Name of Reading and Writing Assessments:**

- FCAT
- CELLA

## ATTACHMENT A

### **LAS (Language Assessment Systems) Links**

#### Proficiency Cut Scale Scores by Grade Level

| Primary Grade Levels<br>use oral (Listening/Speaking subtests only) | Cut Scale Score Necessary to be considered<br>Proficient |
|---------------------------------------------------------------------|----------------------------------------------------------|
| Kg                                                                  | 449                                                      |
| 1 <sup>st</sup>                                                     | 452                                                      |
| 2 <sup>nd</sup>                                                     | 495                                                      |

| Intermediate Elementary, Middle, and High School<br>Grade Levels use the Overall Scale Score from<br>Listening, Speaking, Reading and Writing subtests | Cut Scale Score Necessary to be considered<br>Proficient |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| 3 <sup>rd</sup>                                                                                                                                        | 511                                                      |
| 4 <sup>th</sup>                                                                                                                                        | 525                                                      |
| 5 <sup>th</sup>                                                                                                                                        | 528                                                      |
| 6 <sup>th</sup>                                                                                                                                        | 537                                                      |
| 7 <sup>th</sup>                                                                                                                                        | 538                                                      |
| 8 <sup>th</sup>                                                                                                                                        | 539                                                      |
| 9 <sup>th</sup>                                                                                                                                        | 547                                                      |
| 10 <sup>th</sup>                                                                                                                                       | 549                                                      |
| 11 <sup>th</sup>                                                                                                                                       | 551                                                      |
| 12 <sup>th</sup>                                                                                                                                       | 553                                                      |

**Approval to Award Request for Proposal to Timothy Rose Contracting, Inc. for Grading and Hardscape of Athletic Fields Bid 2013-14 - Mr. Morrison**

Requested by: Maintenance Department

This is a Request for Proposal (RFP) to secure firm prices for site grading and hardscape at the Citrus Bowl and the athletic fields located at the Freshman Learning Center. Scope includes removing existing grass, drainage modifications and re-grading the fields.

Notice was sent to five (5) vendors and was also posted on the Purchasing Department's website. We received four (4) responses as follows:

Legend: Primary Award \_\_\_\_\_ Rejected ( )

| Bidder                         | <b>Grand Total Including Alternates 1, 2 and 3</b> |
|--------------------------------|----------------------------------------------------|
| Ag-Scape Services              | \$193,390.00                                       |
| Kempfs' Site Development, Inc. | \$200,119.00                                       |
| Sunshine Land Design, Inc.     | \$579,788.34                                       |
| Timothy Rose Contracting, Inc. | <u>\$185,535.00</u>                                |

| Bidder                         | Alt. 1*     | Alt. 2*     | Alt. 3*      |
|--------------------------------|-------------|-------------|--------------|
| Ag-Scape Services              | \$17,800.00 | \$24,900.00 | -\$18,000.00 |
| Kempfs' Site Development, Inc. | \$8,100.00  | \$12,760.00 | -\$6,950.00  |
| Sunshine Land Design, Inc.     | \$26,841.32 | \$19,981.98 | -\$19,800.00 |
| Timothy Rose Contracting, Inc. | \$7,396.00  | \$12,996.00 | -\$22,834.00 |

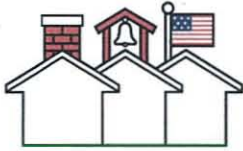
- Alt. 1 – Install sidewalk at Citrus Bowl
- Alt. 2 – Install sidewalk around bus loop at FLC
- Alt. 3 – Lower the ridge grade on the FLC fields by 4" to reduce fill (deductive change).

Award of Item 1 including Alternates 1, 2 and 3 is recommended to Timothy Rose Contracting, Inc. as the lowest and best bidder meeting specifications, terms and conditions.

Failure to file a protest within the time prescribed in Florida Statutes 120.57(3) or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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# School District of Indian River County

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

Frances J. Adams, Ed.D. - Superintendent

April 16, 2013

## MEMORANDUM

**TO:** School Board Members

**FROM:** Carter Morrison  
Assistant Superintendent of Finance / Operations

**SUBJECT:** Treasure Coast Elementary Budget increase: Board Business Meeting  
April 23, 2013, Action Agenda item B

The purpose of this memorandum is to submit to you information regarding a requested transfer and increase in budget authority for the Treasure Coast Elementary Wing addition project.

As you are aware, the Board issued \$26.5 million in Qualified School Construction Bonds (QSCB) in December 2010. According to the regulations governing the issuance of this debt, the district is required to spend these funds by December 2013. To date, we have spent approximately \$20 million of these funds on the replacement of Vero Beach Elementary, allocated \$3.5 million on the Treasure Coast Elementary project and "exchanged" approximately \$3 million of 1.5 mill funds for QSCB's on the Fellsmere Portable Replacement project in order to enable us to meet the spending deadline.

As a result of the \$3 million exchange of funds between QSCB and 1.5 mills for Fellsmere, the resultant exchanged \$3 million of 1.5mill funds were placed in the budget at Citrus Elementary for its renovation project. As you may recall, on January 21<sup>st</sup> 2013 at its regularly scheduled Business Meeting, the Board approved the District to enter into contract negotiations with the architect to design the required renovations at the school. The cost of these services will be paid from a portion of the \$3 million.

However, the \$3.5 million of QSCB funds currently allocated to Treasure Coast Elementary are insufficient to carry out the entire scope of the project. As you are aware, the scope of the project consists of a new classroom wing, modifications to the existing concreteable classrooms, increasing the size of the current campus chiller plant, relocation of 2 playgrounds and 1 hardcourt, installation of a fire access road and all associated site work and drainage.

"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

The April 23, 2013 Request for Board approval of Action Agenda item B, is to authorize the transfer of approximately \$2.5 million from Citrus Elementary to Treasure Coast Elementary, utilize the remaining funds of approximately \$330,500 from the Sebastian River High HVAC Project, and approximately \$169,500 from the Districtwide Portable Leasing Account in order to completely fund the Treasure Coast Expansion Project.

The architectural drawings for the planned renovations at Citrus Elementary will take some time for the architect to design and be vetted, which will give the District time to secure funding for the project within its 5 year Capital Outlay Plan.

Please feel free to contact me or Mr. Morrison if you have any questions.

Cc: Superintendent  
Superintendent's Leadership Council

**PROCTOR CONSTRUCTION COMPANY**  
**Treasure Coast Elementary Addition and Renovation**  
**Date : April 8, 2013**  
**TCE: GMP (Article 7)**

| Ph | Cost | Typ | Description                         | Budget               |
|----|------|-----|-------------------------------------|----------------------|
|    |      |     | Daily Clean-up                      | \$ 17,000.00         |
|    |      |     | Final Cleaning                      | \$ 11,000.00         |
|    |      |     | Compaction Test / Soils             | By Owner             |
|    |      |     | Common Labor                        | \$ 30,000.00         |
|    |      |     | Permit                              | By Owner             |
|    |      |     | Job Photographs                     | \$ 2,000.00          |
|    |      |     | Barriers / Fences (Temp)            | \$ 5,000.00          |
|    |      |     | Surveys                             | By Owner             |
|    |      |     | Rentals                             | \$ 35,000.00         |
|    |      |     | OSHA                                | \$ 3,000.00          |
|    |      |     | Temporary Utilities                 | \$ 3,000.00          |
|    |      |     | Postage / Shop Drawings             | \$ 2,500.00          |
|    |      |     | Telephone Bill                      | \$ 7,000.00          |
|    |      |     | Dumpster Expense                    | \$ 20,000.00         |
|    |      |     | Security                            | By Owner             |
|    |      |     | Blueprints / As Builts              | \$ 6,500.00          |
|    |      |     | Field Office Expenses               | \$ 15,000.00         |
|    |      |     | Field Office Equipment / Service    | \$ 26,000.00         |
|    |      |     | Monthly Water Bills                 | By Owner             |
|    |      |     | Monthly Electric Bills              | By Owner             |
|    |      |     | Moving / Disposition                | \$ 20,000.00         |
|    |      |     | Portable Toilet                     | \$ 10,000.00         |
|    |      |     | Project Signs                       | \$ 2,500.00          |
|    |      |     | Site Maintenance                    | \$ 10,000.00         |
|    |      |     | <b>Sub-Total General Conditions</b> | <b>\$ 225,500.00</b> |
|    |      |     | Playground                          | \$ 126,673.00        |
|    |      |     | Play Structure Sun Shade            | \$ 21,140.00         |
|    |      |     | Site Work                           | \$ 265,658.00        |
|    |      |     | Fire Main Installation              | Include w/ site      |
|    |      |     | Demolition                          | \$ 41,000.00         |
|    |      |     | Subsurface Demo                     | Included w/ site     |
|    |      |     | Tree Protection                     | NA                   |
|    |      |     | Landscaping / Irrigation / Sod      | \$ 35,000.00         |
|    |      |     | Concrete                            | \$ 159,338.00        |
|    |      |     | Site Concrete / Sidewalk            | \$ 39,720.00         |
|    |      |     | Chiller/Ice Tank Slab               | \$ 20,000.00         |
|    |      |     | Masonry                             | \$ 76,403.00         |
|    |      |     | Fences / Gates                      | \$ 8,000.00          |
|    |      |     | Chilleryard Fencing                 | \$ 5,000.00          |
|    |      |     | Structural Steel                    | \$ 228,300.00        |
|    |      |     | Rough Carpentry                     | \$ 75,000.00         |
|    |      |     | Finish Carpentry                    | \$ 20,000.00         |
|    |      |     | Rough Lumber                        | \$ 20,000.00         |

**PROCTOR CONSTRUCTION COMPANY**  
**Treasure Coast Elementary Addition and Renovation**  
**Date : April 8, 2013**  
**TCE: GMP (Article 7)**

| <b>Ph</b> | <b>Cost</b> | <b>Typ</b> | <b>Description</b>               | <b>Budget</b>  |
|-----------|-------------|------------|----------------------------------|----------------|
|           |             |            | Cabinets (Laminate)              | \$ 117,866.00  |
|           |             |            | Display Cases                    | NA             |
|           |             |            | Roofing                          | \$ 382,475.00  |
|           |             |            | Metal Wall & Soffit Panels       | \$ 35,000.00   |
|           |             |            | Caulking and Sealants            | \$ 13,380.00   |
|           |             |            | Storefront / Windows / Glazing   | \$ 134,250.00  |
|           |             |            | Doors / Frames / Hardware        | \$ 94,016.00   |
|           |             |            | Overhead Coiling Door(s)         | NA             |
|           |             |            | Stucco / Plaster                 | \$ 49,980.00   |
|           |             |            | Drywall / Metal Studs            | \$ 151,600.00  |
|           |             |            | Fire Lids at 5 existing pods     | \$ 25,000.00   |
|           |             |            | Interior Acrylic-Texture Coating | \$ 35,000.00   |
|           |             |            | Resilient Flooring (Marmoleum)   | NA             |
|           |             |            | Resinous Flooring (Epoxy)        | \$ 97,540.00   |
|           |             |            | Polished Concrete                | NA             |
|           |             |            | Wood Flooring (Stage)            | NA             |
|           |             |            | Ceramic Tile / Porcelain         | \$ 71,700.00   |
|           |             |            | Acoustical Ceilings / Panels     | \$ 69,100.00   |
|           |             |            | Painting                         | \$ 35,565.00   |
|           |             |            | Aluminum Walkway Covers          | \$ 71,400.00   |
|           |             |            | Chiller/Ice Aluminum Cover       | \$ 20,000.00   |
|           |             |            | Sun Shades                       | NA             |
|           |             |            | Fire Extinguishers & Cabinets    | \$ 5,090.00    |
|           |             |            | Bath Accessories                 | \$ 5,200.00    |
|           |             |            | Toilet Partitions                | NA             |
|           |             |            | Signage                          | \$ 5,000.00    |
|           |             |            | Install Specialties              | \$ 3,000.00    |
|           |             |            | Marker & Tackboards              | \$ 19,500.00   |
|           |             |            | Athletic Equipment / Repair      | \$ 2,500.00    |
|           |             |            | Hardcourt Striping               | \$ 5,500.00    |
|           |             |            | Residential Appliances           | By Owner       |
|           |             |            | Window Treatments                | By Owner       |
|           |             |            | Fire Protection                  | \$ 36,980.00   |
|           |             |            | Plumbing                         | \$ 77,107.00   |
|           |             |            | HVAC System                      | \$ 916,839.00  |
|           |             |            | HVAC Controls                    | Included Above |
|           |             |            | Test & Balance                   | Included Above |
|           |             |            | Electric / Fire Alarm            | \$ 825,000.00  |
|           |             |            | Phone / Data (Wiring Backbone)   | In Electrical  |
|           |             |            | Audio / Visual / Technology      | In Electrical  |
|           |             |            | Phone / Paging / Equipment       | In Electrical  |
|           |             |            | Lightning/Surge Protection       | \$ 25,000.00   |
|           |             |            | Subcontractor Bond Premium       | \$ 20,000.00   |



**PROCTOR CONSTRUCTION COMPANY**  
**Treasure Coast Elementary Addition and Renovation**  
**Date : April 8, 2013**  
**TCE: GMP (Article 7)**

| Ph Cost Typ | Description                           | Budget                 |
|-------------|---------------------------------------|------------------------|
|             | <b>Sub-Total Subcontractors</b>       | <b>\$ 4,717,320.00</b> |
|             | <b>Liability Insurance</b>            | <b>\$ 25,904.89</b>    |
|             | <b>Payment &amp; Performance Bond</b> | <b>\$ 52,068.83</b>    |
|             | <b>Builders Risk</b>                  | <b>\$ 26,294.76</b>    |
|             | <b>Tax Savings</b>                    | <b>\$ (65,000.00)</b>  |
|             | <b>Contingency</b>                    | <b>\$ 200,000.00</b>   |
|             | <b>Overhead &amp; Profit</b>          | <b>\$ 213,133.30</b>   |
|             | <b>Construction Phase Fee</b>         | <b>\$ 463,658.00</b>   |
|             | <b>Total</b>                          | <b>\$ 5,633,379.78</b> |

**GMP is a overall GMP and not a line item GMP**

**\* SUBCONTRACTOR PAYMENT AND PERFORMANCE PER PRIME CONTRACT NOT INCLUDED IN BASE BID**

**BUDGET BASED ON A 12 MONTH CONSTRUCTION SCHEDULE**

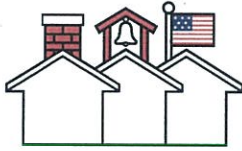
**3% BUILDERS RISK DEDUCTIBLE BY OWNER**

**OHP, BOND, INSURANCE, ALL BASED ON PERCENTAGE OF PROJECT TOTAL**

**ITEMS NOT INCLUDED IN THIS GMP ARE:**

|                        |                                                             |
|------------------------|-------------------------------------------------------------|
| A/E Fees               | Permits                                                     |
| Monthly Utility Bills  | Soils/Structural / Concrete Testing (Threshold Inspections) |
| Window Treatments      | Asbestos/Lead Abatement or Removal of Hazardous Materials   |
| Residential Appliances |                                                             |
| Surveys                |                                                             |

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# School District of Indian River County

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Frances J. Adams, Ed.D. - Superintendent

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• Claudia Jiménez  
District 5

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

The April 23, 2013 Request for Board approval of Action Agenda item B, is to authorize the transfer of approximately \$2.5 million from Citrus Elementary to Treasure Coast Elementary, utilize the remaining funds of approximately \$330,500 from the Sebastian River High HVAC Project, and approximately \$169,500 from the Districtwide Portable Leasing Account in order to completely fund the Treasure Coast Expansion Project.

The architectural drawings for the planned renovations at Citrus Elementary will take some time for the architect to design and be vetted, which will give the District time to secure funding for the project within its 5 year Capital Outlay Plan.

Please feel free to contact me or Mr. Morrison if you have any questions.

Cc: Superintendent  
Superintendent's Leadership Council



**APPLICATION AND CERTIFICATE FOR PAYMENT**

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

PROJECT: **Vero Beach Elementary School**  
 1770 12th Street  
 Vero Beach, FL 32960

FROM (CONTRACTOR): **Proctor Construction Company**  
 2050 Hwy US 1, Ste. 200  
 Vero Beach, FL 32960

VIA (ARCHITECT): **Tercilla Courtemanche Arch., Inc.**  
 2047 Vista Parkway, Ste. 100  
 West Palm Beach, FL 33411

APPLICATION NO: **24 Retg Revised** Distribution to:  
 OWNER (2)  
 ARCHITECT (1)  
 CONTRACTOR (1)

PERIOD TO: **3/25/2013**

PROJECT NO: **VBE-11**

CONTRACT FOR: **Construction** CONTRACT DATE: **1/25/2011**

**RECEIVED**  
 APR 01 2013  
 Tercilla Courtemanche Architects

**CONTRACTOR'S APPLICATION FOR PAYMENT**

| PURCHASE ORDER SUMMARY                               |                     |                          |
|------------------------------------------------------|---------------------|--------------------------|
| Purchase Orders approved in previous months by Owner | ADDITIONS           | DEDUCTIONS               |
| TOTAL                                                |                     |                          |
| Approved this Month                                  |                     |                          |
| Number                                               | Date Authorized     |                          |
| CO1/CO2                                              |                     | (1,035,267.93)           |
| CO3/CO4                                              | -                   | (996,075.95)             |
| CO5/CO6                                              | -                   | (1,151,374.63)           |
| CO7/CO8                                              | -                   | (450,386.16)             |
| CO9                                                  | -                   | (733,895.98)             |
| CO10/CO11                                            | -                   | (988,347.19)             |
| CO12/CO13                                            | -                   | (359,269.09)             |
| CO14/CO15/CO16                                       | -                   | (873,043.66)             |
| CO17/CO18                                            | 79,261.98           | -                        |
| <b>TOTALS</b>                                        | <b>\$ 79,261.98</b> | <b>\$ (6,587,660.59)</b> |
| Net change to date :                                 |                     | <b>-\$6,508,398.61</b>   |

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

|                                           |               |
|-------------------------------------------|---------------|
| 1. ORIGINAL CONTRACT SUM                  | 18,790,657.00 |
| 2. PURCHASE ORDERS/OCO                    | -6,508,398.61 |
| 3. CONTRACT SUM TO DATE                   | 12,282,258.39 |
| 4. TOTAL COMP & STORED TO DATE            | 11,547,677.54 |
| 5. RETAINAGE:                             |               |
| Retainage Held to Date                    | 5,170.00      |
| 10% of Stored Material                    | 0.00          |
| TOTAL RETAINAGE                           | 5,170.00      |
| 6. TOTAL EARNED LESS RETAINAGE            | 11,542,507.54 |
| (Line 4 less Line 5 Total)                |               |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | 11,087,144.80 |
| (Line 6 FROM PRIOR Certificate)           |               |
| 8. CURRENT PAYMENT DUE                    | 455,362.74    |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE | 739,750.85    |
| (Line 3 less Line 6)                      |               |

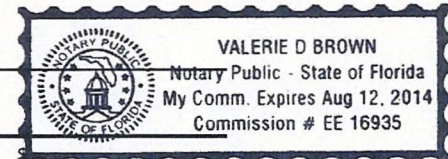
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: Donald L. Tolliver Date: 3/29/2013  
 Donald L. Tolliver, President

State of: Florida County of: Indian River  
 Subscribed and sworn to before me this 29th day of Mar., 2013.

Notary Public: Valerie D Brown  
 My Commission expires: Aug 12, 2014



\$ 455,362.74

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

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

ARCHITECT: [Signature] Date: 4/1/13

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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**OWNER/ CONTRACTOR CONSTRUCTION AGREEMENT (LUMP SUM)**

THIS AGREEMENT is dated and will be effective on the \_\_\_\_\_, by and between the School Board of Indian River County, an entity existing under the laws of the state of Florida, (hereinafter called OWNER) and \_\_\_\_\_, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**For The School Board of Indian River County Project No. SDIRC**

**ARTICLE 2 – ARCHITECT**

The Project has been designed by \_\_\_\_\_, who is hereinafter called Architect and who is to act as OWNER's representative. The Architect shall assume all duties and responsibilities and have the rights and authority to act as the Architect as specified in the Contract Documents in connection with completion of the Work and in accordance with the Contract Documents. The Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Architect and so advising the Contractor in writing, at which time the person or organization so designated shall be the Architect for purposes of this Contract.

**ARTICLE 3 - CONTRACT TIME**

- 3.1 Work shall be substantially completed within \_\_\_\_\_calendar days (or by \_\_\_\_\_) from the date the Notice to Proceed is issued by Owner. The work shall be ready for Final Completion within \_\_\_\_\_calendar days (or by \_\_\_\_\_) from the date runoff Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. Time is of the essence in the performance of the Work. The Owner and Contractor agree that the losses suffered by Owner if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Contractor acknowledges and agrees that,

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since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as the Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$0.00 for each calendar day thereafter until Substantial Completion is achieved and \$0.00 for each calendar day thereafter until Final Completion is achieved. Should the Contractor achieve Substantial Completion of the Work within the Contract Time but fail to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$0.00 for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion or Final Completion of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Contractor fails to achieve either Substantial Completion or Final Completion of the Work within the Contract Time. Owner has paid to Contractor out of the first payment hereunder, the consideration of \$10.00 as consideration for this provision.

- 3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Architect and in accordance with the Contract Documents. The time during which the Contractor is delayed in the performance of the Work by acts or omission of the Owner or Architect or any other unforeseeable conditions or events that could not have reasonably been predicted shall be added to the time for completion of the Work. A change in Contract Time may only be authorized by a written Change Order.
- 3.4 The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein. The Contractor shall not mobilize, commence Work or store materials or equipment on site until: (1) written Notice to Proceed is issued or until the Contractor otherwise receives the Owner's written consent and; (2) all bonds and Certificates of Insurance have been executed, delivered to and accepted by the Owner and; (3) Contractor has delivered to Owner his as-planned schedule, original job cost estimate, list of Subcontractors and corporate resolution designating his representative.



- 3.5 The Date of Substantial Completion of the Work is the Date certified by the Architect and the Owner when the Work is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy and utilize the Work for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. Only incidental corrective work and any final cleaning beyond that needed for the Owner's full use may remain for final completion.
- 3.6 The date of Final Completion of the Work is the date certified by the Owner and Architect when the Work is totally complete, to include all items listed on the inspection report following substantial completion inspection, in accordance with the Contract Documents and the Owner may fully occupy and utilize all of the Work for the use for which it is intended.

**ARTICLE 4 - CONTRACT PRICE**

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

The Contractor's price(s) in the Bid Form is in the amount of \_\_\_\_\_ . The Owner may include a \_\_\_% (\$ \_\_\_\_\_ ) contingency, for a total contract amount of \_\_\_\_\_ . Any contingency remaining at the closeout or completion of the project will be retained by the Owner.

**ARTICLE 5 - PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents, AIA Form G702. Applications for Payment will be approved by Architect, then forwarded to the Owner for payment as provided in the Contract Documents.

5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by Architect, ~~on or about the 25th day of each month during construction as provided below.~~ All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the Contract Documents.

The OWNER agrees to make payments within 25 business days providing the CONTRACTOR processes the invoice and delivers same to the Facilities Division Bookkeeping Department as the single agent/point of

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~~contact, by the 20<sup>th</sup> of the preceding month. The OWNER will not withhold payment without proper and adequate justification. - School District agrees to use its best efforts to pay submitted invoice within 30 days of receipt.~~

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### General Requirements

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

90% of Work completed.

0% of materials and equipment not incorporated in the Work.

5.1.2. Upon Substantial Completion payment may be made in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts, as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

5.1.3. ~~COMMISSIONING. Between Substantial Completion and Final Completion the Owner will operate or occupy the project with staff for 30 days. During this period any quality defects, undesirable conditions, or dysfunctional equipment, will be documented by Owner. Owner will notify Architect, and Architect will account for repairs and recommend to Owner if changes are outside of the Contract Documents. Any contingency funds used for work not included in the Contract Documents will be at the discretion of Owner. Final Payment will not be processed until after completion of the commissioning period. The commissioning period will last a minimum of 30 days and will conclude with completion of all Owner listed items.~~

5.1.3. When the Architect determines that the Work or designated portion thereof as defined in the Contract Documents is substantially complete, the Architect shall issue a Certification of Substantial Completion which establishes: the date of substantial completion; the "Substantial Completion Punch List", which establishes a single list providing feedback to the Contractor on non-conforming work, or work requiring further quality adjustments and must be developed within 30 calendar days of the date of substantial completion and delivered to Contractor within 5 calendar days thereafter; the date the Contractor will have completed all items on the Substantial Completion Punch List, and such other items as the Architect and Owner deem appropriate. The Certificate of Substantial Completion shall be executed by the Architect, Contractor and Owner. The Contractor

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Page 4 of 41

will promptly engage in completing the Substantial Completion Punch List within 10 days of its issuance.

9.2.5.2. FINAL PAYMENT. ~~Final payment of the Contract Sum will be made after the Architect certifies that the Work is complete, Owner's representatives complete their final acceptance report, and the School District's Building Official completes the final inspection and a "certificate of final inspection occupancy" is issued, by the State Department of Education is received and approved by the School Board. Final Payment to the contractor requires School Board approval in accordance with Florida Statute 1013.50. It is understood and agreed, that final payment will not be withheld if a certificate of final inspection is issued by the Owner's Uniform Building Code Inspector, or if any other government agency refuses to give final acceptance for any reason other than the failure of the Contractor to complete the Work in accordance with the Contract Documents. Further, neither final payment nor any remaining Retainage shall be paid to the Contractor until the Architect has received an affidavit in a form sufficient to the Owner that all indebtedness in connection with the performance of the Work for which the Owner or the Owner's property may be held liable or encumbered, have been fully paid or otherwise satisfied; a certification in a form acceptable to the Owner which establishes that all required insurance will remain in full force and effect after final payment and will not be cancelled or allowed to expire until at least 30 days prior written notice has been provided to the Owner; consent of the surety to final payment; and any other certifications reasonably required by the Owner establishing full payment or satisfaction of any obligations. In the event the Contractor fails to furnish such certifications as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor as a condition of final payment and at the Contractor's expense, to furnish a bond in a form and amount satisfactory to the Owner to indemnify the Owner against such liens or claims. Upon final completion, satisfactory commissioning, and acceptance of the Work in accordance with Contract Documents, and settlement of all claims, OWNER shall pay the remainder of the Contract Price as recommended by Architect as provided in said Contract Documents. The one year warranty period for the work will begin upon Final Completion. Contractor receiving final payment from Owner. Warranty will be for all workmanship, material, and equipment except for Owner insured damages.~~

5.3 CHANGE ORDERS. No change in the Contract Sum or Time may be made except by a duly authorized and executed written Change Order. If the Change in or addition to the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work).

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All duly authorized and executed Change Orders shall become a part of the Contract Documents as described in Article 8.

#### **ARTICLE 6 – OWNERS PROJECT REPRESENTATIVE**

6.1 The Owner's Project Representative who shall act as OWNER'S PROJECT MANAGER is \_\_\_\_\_ who is a School District employee.

The Owner's Project Manager has the authority to approve matters contemplated in this Agreement where the monetary impact is within the Owner approved Contingency.

#### **ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, laws, rules, regulations, codes, ordinances that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor fully understands the intent and purpose of the project and agrees to maximize Owner's fulfillment and needs.

7.2. CONTRACTOR IS AT RISK. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground and Concealed Facilities internal or contiguous to the site and assumes responsibility for the accurate location of said Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said facilities are or will be required of OWNER by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. Only at Owner's discretion will Owner expend funds or resources to the project in the repair, preservation, or reuse of these existing facilities that are outside of the project scope or included in the Contract Documents.



- 7.3. CONTRACTOR has given ARCHITECT written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.

#### **ARTICLE 8 - CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement consisting of \_\_\_\_\_ pages.
- 8.2 Performance Bond and Payment Bond in accordance with F.S. 255.01 et. seq. consisting of \_\_\_\_\_ pages (plus Power of Attorney Forms as applicable).
- 8.3 Notice of Award
- 8.4 General Conditions consisting of (Itemization Attached)
- 8.5 Supplementary Conditions consisting of
- 8.6 Drawings to be prepared and provided by \_\_\_\_\_.
- 8.7 Specifications to be prepared and provided by \_\_\_\_\_.
- 8.8 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 8.9 CONTRACTOR'S Bid.
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement are not attached hereto, which shall be all Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Contract Documents.
- 8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).
- 8.12 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various

documents comprising the Contract Documents shall govern in the following order of precedence: The Owner- Contractor Agreement; Modifications; Addenda; any Supplementary Conditions; the General Conditions; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small scale Drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted to the Design Consultant whose decision thereon shall be final and conclusive.

- 8.13 The provisions of this Contract cannot be amended, modified, varied or waived by the Owner or its agents or representatives in any respect except by a Modification approved and executed by the School Board of Indian River County. The Contractor is hereby given notice that no person or entity has authority to orally waive, or to release the Contractor from any of the Contractor's duties or to alter obligations under or arising out of this Contract. Any waiver, approval or consent granted by Modification to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent.

This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.

#### **ARTICLE 9 – ARCHITECT**

- 9.1 Should errors, omissions, or conflicts in the Drawings, Specifications, or other Contract Documents prepared by the Architect be discovered, the Architect will prepare such amendments or supplementary documents and provide consultation as may be required.
- 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize itself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Architect and his consulting engineers shall endeavor to guard the Owner against defects and deficiencies in the Work of the

Contractor. Contractor shall not be relieved from any of the obligations of the Contract Documents as a result of the Architect's failure to detect any defective or deficient Work of the Contractor or others working by, through or under the Contractor.

- 9.3 The Architect shall at all times have access to the work wherever it is in preparation or progress. The Contractor shall provide safe facilities for such access so the Architect may perform his functions under the Contract Documents.
- 9.4 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents. The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 9.5 The Architect has the authority to condemn or reject work on behalf of the Owner when, in its opinion, the work does not conform to the requirements of the Contract Documents. Whenever, in the Architect's reasonable opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have the authority to require special inspection or testing of the work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.
- 9.6 The Architect will conduct inspections to determine the dates of Substantial Completion and Final Completion, and will issue a final Certificate for Payment. The Architect shall be solely responsible for issuance of Certificates of Substantial and Final Completion.

#### ARTICLE 10 – MISCELLANEOUS

10.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

10.2 If the Contract Documents, laws, rules, regulations or orders of any State or Federal authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner and Architect timely notice of its readiness so they may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals. The Contractor shall pay for all utilities required for testing of installed equipment of all of his work and the work of each Subcontractor.

10.3 Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's Certificates at any time. If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

10.3.1 The Contractor shall deliver the required bonds and proofs of insurance to the Owner prior to the commencement of any Work, and in no event any later than 10 days after the execution of this Agreement.

10.3.2 The Contractor shall, throughout the performance of its services under this Agreement and throughout the term of this Agreement maintain and provide to the Owner the insurance coverages listed in this Article. The insurance policies shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. The Contractor shall provide insurance that may not be reduced, terminated, or cancelled unless 30 days prior written notice thereof is furnished to the Owner. Certificates of insurance and copies of all policies (if required by the Owner) shall be furnished to the Owner within 10 days after the execution of this Agreement. In the event of any cancellation or reduction in insurance coverage, the Contractor shall obtain substitute coverage, without any lapse of coverage whatsoever. The insurance policies shall name the Owner, the Owner's representatives, and the officers, directors, agents, employees and assigns of the Owner as additional insureds (except for the professional liability and worker's compensation insurance).

10.3.3 The Owner may, in its sole discretion, procure and pay for the required Builders Risk insurance for the Project. In the event Owner elects to procure and pay for the Builders Risk insurance for the Project, the Contractor shall cooperate with Owner and provide any requested information for the procurement of the Builders Risk insurance.

10.3.4 The insurance required from the Contractor in this Article shall include all major divisions of coverage, and shall be on a commercial general basis including premises and operations (including X-C-U), Independent Contractor Hired Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or others set forth in the Contract

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Documents, whichever is greater. All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.

10.3.5 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

10.3.6 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operation (including X-C-U as applicable)
2. Independent Contractor's Hired
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractor liability including the provision for Contractor's obligation of indemnification and hold harmless
6. Owned, non-owned and hired motor vehicles
7. Broad Form Property Damage including Completed Operations

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10.3.7. The insurance required by this Article shall be written for not less than the following, or greater if required by law.

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1. Workers' Compensation:

- (a) State: As required by Chapter 440, Florida Statutes
- (b) Applicable Federal (e.g. Longshoremen's Statutory)
- (c) Employer's Liability: \$500,000.00

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2. Commercial General Liability (including Premises Operations; Independent Contractor Hired; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000
- (b) Property Damage:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.

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(c) Products and Completed Operations to be maintained for one year after final payment

(d) Property Damage Liability Insurance shall provide S, C or U Coverage as applicable

3. Contractual Liability:

(a) Bodily Injury:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.

(b) Property Damage:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.

4. Personal Injury, \$1,000,000.00 per claimant; with an annual general aggregate per policy of not less than \$2,000,000

5. Commercial Automobile Liability: The State of Florida has no-fault automobile insurance requirements. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.

(a) \$1,000,000.00 per incident or occurrence combined single limit for bodily injury and property damage; with an annual general aggregate per policy of not less than \$2,000,000.

10.3.8 The Contractor shall procure property insurance for any portion of the Work stored off Site or in transit, and the cost for such shall be borne by the Contractor.

10.39 Boiler and Machinery Insurance. The Contractor shall purchase and maintain boiler and machinery insurance if applicable to the Contract Documents. This insurance shall remain in full force and effect until final acceptance of the insured items by the Owner.

10.4.0 Performance and Payment Bonds. The Contractor shall furnish bonds covering the faithful performance of the Agreement and payment of any and all obligations arising under the Agreement as required by Florida law. Upon request, the Contractor shall furnish a copy to any person or entity requesting a copy. Such bonds shall be in

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conformance and compliance with sec. 255.05, Florida Statutes, and shall contain the information and provisions set forth in the referenced section. Pursuant to sec. 255.05, the Contractor, shall record the performance and payment bonds in the public records of Indian River County, Florida. The Contractor, shall provide the recorded copy of the bonds to the Owner.

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10.4.1 Insurance as Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, material suppliers, employees, or agents to the Owner or others. Any remedy provided to the Owner, or the Owner's officers, employees, agents or assigns, by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

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10.4.2 No Waiver by Approval/Disapproval. Neither approval by the Owner nor failure to disapprove the insurance furnished by the Contractor, shall relieve the Contractor, of its full responsibility to provide the insurance as required by this Agreement.

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~~The Contractor shall maintain general liability insurance, workers' compensation insurance, business automobile liability insurance (owned vehicles and non-owned vehicles), builders risk insurance, products completed insurance of \$1,000,000/Each Occurrence Combined Single Limit and \$2,000,000/Aggregate, as it relates to this Agreement. Prior to commencing any work required hereunder, Contractor shall provide to School District all such insurance coverage that School District has requested as contained herein and in the RFP.~~

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~~10.2 The School District shall require Contractor to provide payment and performance bonds for such work that it performs pursuant to this Agreement in accordance with Florida law. Should the School District require such bonds, it shall notify Contractor, unless otherwise provided above, prior to commencement of any work required herein, and no work shall commence until the School District has received and approved such bonds. The amount of such bonds and form of such bonds shall be determined by the School District and shall be in conformance with all applicable Florida laws. All bonds shall be for 100% of the value of the work and materials including all change orders.~~

~~10.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.~~

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- ~~10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.~~
- ~~10.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained on the Contract Documents.~~
- ~~10.4 If the Contract Documents, laws, rules, regulations or orders of any State or Federal authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner and Architect timely notice of its readiness so they may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals. The Contractor shall pay for all utilities required for testing of installed equipment of all of his work and the work of each Subcontractor.~~
- ~~10.5 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise.~~
- ~~10.6 Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.~~
- ~~10.7 Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefits of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.~~
- ~~10.8 Notices. All notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested,~~



~~(b) by delivering the same in person to such party, (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:~~

~~If to Owner: \_\_\_\_\_~~

~~\_\_\_\_\_ Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

~~By giving the other party at least 15 days written notice, each party shall have the right to change its address and specify as its new address any other address in the United States of America.~~

~~10.9 The headings used for the various portions of this Agreement and the Construction Documents are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope or the intent of this Agreement, any section of this Agreement, or any section of the Contract Documents.~~

~~10.10 All rights, powers, remedies, benefits, and privileges are available under any provision of this Agreement to any party, is in addition to and cumulative of any and all rights, powers, remedies, benefits and privileges available to such party under all other provisions of this Agreement, at law or in equity.~~

~~10.11 Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.~~

~~10.12 The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.~~

~~10.13 It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture~~

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~~between the parties or any third party, or cause any party to be responsible in any way for the debts and obligations of the other party.~~

~~10.14 Each of the parties have been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.~~

~~10.15 This Agreement has been made and entered into for the sole protection and benefit of the Owner, and its respective successors, and no other person or entity shall have any right or action under this Agreement.~~

~~10.16 With regard to the performance under this Agreement, a party shall not be deemed to be in default of this Agreement, or have failed to comply with any term or conditions if, for reasons beyond the parties reasonable control, including without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible and diligently pursues such performance.~~

~~10.17 This Agreement shall be governed and construed under the laws of the State of Florida. Except for a suit in federal court, Indian River County, Florida shall be the proper place of venue for all suits to enforce this Agreement. Any legal proceeding arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Indian River County, Florida, or if appropriate, the United States District Court for the Southern District of Florida. Notwithstanding any other provision of the Contract Documents, the Owner does not agree to, nor shall the parties, arbitrate in any matter whatsoever any issue arising out of this Agreement, the Contract Documents or the performance thereof. The Owner does not agree to pay attorneys' fees to the prevailing party in connection with a dispute arising out of this Agreement or the Contract Documents.~~

~~10.18 The parties expressly waive the right to a jury trial.~~

~~10.19 Prior to initiating any litigation arising out of the Agreement, the parties to submit the dispute to non-binding mediation by a mediator who is certified in Florida in an effort to resolve disputes in an expedient manner. Each~~

~~party shall bear their own attorneys' fees, and the cost of the mediator shall be split between the parties.~~

~~10.20 Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performances and obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligation under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.~~

~~10.21 The Contractor acknowledges that its employees and agents must 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 subject to the administrator or designee. It will be considered 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 which will disrupt the educational program or constitute any level of threat to 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 building administrator or designee.~~

~~10.22 If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Contractor arising from this Agreement shall automatically transfer to such third party without the necessity of a written document or consent from the Contractor.~~

~~10.23 Section 287.133(2)(a) of the Florida Statutes states: "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 to provide any goods or services to a public entity, 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 of real property to a public entity, may not be awarded or perform work as a contractor, 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.” By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- (a) ~~Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.~~
- (b) ~~Have not, within a five-year period preceding the issuance of RFQ # \_\_\_\_\_ been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.~~
- (c) ~~Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).~~
- (d) ~~Have not within a five year period preceding the issuance of RFQ # \_\_\_\_\_ had one or more public transactions (federal, state or local) terminated for cause or default.~~

~~Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs (a)–(d) above, with respect to Contractor or its principals.~~

~~10.24 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.~~

~~10.25 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.~~

~~10.26 Compliance with Federal Grant Requirements. If made applicable by the use of federal grant funds in the Project or any other requirement as set out below, Contractor and its subcontractors shall comply with the following enactments, rules, regulations and orders:~~



~~Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).~~

~~Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3).~~

~~Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).~~

~~Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 701 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).~~

~~All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).~~

~~Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).~~

## **ARTICLE 11 – TERMINATION OF THE CONTRACT**

- 11.1 The Owner may, at any time upon ten (10) days' written notice to the Contractor, which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate

Page 19 of 41

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(without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Article 11.3. Contractor shall include termination clauses identical to Article 11 in each of his Subcontracts.

11.2 The Owner may, upon ten (10) days' written notice to the Contractor and to the Contractor's surety, terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the employment of the Contractor and his right to proceed either as to the whole or any portion of the Work required by the Contract Documents and may take possession of the Work and complete the Work by Contract or otherwise in any one of the following circumstances:

11.2.1 if the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure the Substantial or Final Completion of the Work within the Contract Time or fails to complete the Work within said periods;

11.2.2 if the Contractor is in material default in carrying out any provisions of the Contract;

11.2.3 if the Contractor fails to supply a sufficient number of properly qualified and skilled workers or proper equipment or materials;

11.2.4 if the Contractor fails to make prompt payment to Subcontractors or materialmen or for materials or labor;

11.2.5 if the Contractor disregards laws, permits, ordinances, rules, the Lunsford Requirements, regulations or orders of any public authority having jurisdiction, or fails to follow the instructions of the Owner;

11.2.6 if the Contractor violates any provisions of the Contract Documents;  
or

11.2.7 if the Contractor refuses or fails to properly schedule, plan, coordinate and execute the Work, as specified herein, so as to perform the Work within the specified Milestone and Completion dates, or to provide scheduling or related information, revisions and updates as required by the Contract Documents.

11.3 If the Owner terminates the whole or any portion of the Work pursuant to ARTICLE 11, then the Owner shall only be liable to the Contractor for those reasonable costs reimbursable to the Contractor as calculated by Owner in Owner's sole discretion, provided however, that if there is

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evidence that the Contractor would have sustained a loss on the entire Contract had it been completed an appropriate adjustment shall be made reducing the amount of the allowable termination payment to reflect the indicated amount of loss. Contractor shall submit any claim of reimbursable cost, as stated in this paragraph, within 10 days of receipt of Notice of Termination or such claims are waived, released and forever barred. Reasonable costs owed to the Contractor by the Owner may include supplies, services, or property accepted by the Owner. In arriving at any amount due the Contractor, there shall be deducted any claim the Owner may have against the Contractor, amounts determined to be necessary to protect the Owner against loss because of outstanding or potential liens or claims, and the price for any materials, supplies, or other things acquired by the Contractor and not otherwise recovered by or credited to the Owner. The total sum to be paid to the Contractor shall not exceed the Contract Sum as reduced by the amount of payments otherwise made or to be made for Work not terminated and as otherwise permitted by the Contract.

- 11.4 After receipt of a notice of termination from the Owner, the Contractor shall:
- 11.4.1 stop Work under the Contract on the date and to the extent specified in the notice of termination;
  - 11.4.2 place no further order or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
  - 11.4.3 terminate all purchase orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
  - 11.4.4 at the option of the Owner, assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the rights in the subcontracts so terminated, in which case the Owner shall have the right, at his discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - 11.4.5 settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts;
  - 11.4.6 complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
  - 11.4.7 take such action as may be necessary for the protection and preservation of the property related to the Contract which is in the

possession of the Contractor and in which the Owner has or may acquire an interest.

- 11.5 In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

#### **ARTICLE 12 – CONTRACTOR**

- 12.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner and Architect any error, inconsistency or omission he may discover in the Contract Documents, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without first possessing approved Shop Drawings, Product Data or Samples for such portion of the Work.
- 12.2 The Contractor and his Subcontractors shall keep at the site of the Work at least one copy of the approved drawings and specifications and shall at all times give the Owner, the Architect, inspectors, as well as other representatives of the Owner access thereto.
- 12.3 The Contractor shall supervise, coordinate and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract.
- 12.4 It shall be the responsibility of the Contractor to coordinate the work, to maintain a progress schedule, and to notify the Owner and the Architect of any changes in the approved progress schedule.
- 12.5 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and sub-Subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of



the Contract Documents, in the same manner as if they were directly employed by the Contractor.

- 12.6 The Contractor understands and agrees that the Owner and Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner, and Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- 12.7 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Owner and Architect have a reasonable objection.
- 12.8 **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 School Board in advance of the Contractor or its personnel or subcontractors 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 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. 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.
- 12.9 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all workmanship will be of the best, first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein.

Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials, workmanship and equipment. The warranties set forth in this paragraph and elsewhere in the Contract Documents shall survive Final Completion of the Work.

- 12.10 If, within one year after the Date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor or its Surety shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. The Owner shall give such notice with reasonable promptness after discovery of the condition.
- 12.11 If at any time latent deficiencies in the Work are discovered, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty, up to the time limit of the applicable statute of repose.
- 12.12 If the Contractor fails to correct defective or nonconforming Work as required, or if the Contractor fails to remove defective or nonconforming Work from the site, as required, the Owner may elect to either correct such Work or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 12.13 The Contractor shall prepare and submit to the Owner for the Owner's review and approval an as-planned progress schedule for the Work. The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime

operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified. If it becomes apparent to the Owner or Architect that the Work will not be completed within required Milestone or Completion dates, the Contractor agrees to undertake some or all of the following actions, at no additional cost to the Owner, in order to ensure that the Contractor will comply with all Milestone and Completion date requirements:

12.13.1 increase manpower, materials, crafts, equipment and facilities to accelerate performance of the Work;

12.13.2 increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing; and

12.13.3 reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

12.14 In undertaking the actions required under paragraph 12.13, Contractor shall prepare a Recovery Schedule and comply with the requirements thereof. If the schedule recovery actions taken by the contractor are not satisfactory, the Owner or Architect may direct the Contractor to take any and all actions necessary to ensure completion within the required Milestone and Completion dates (which shall be at Contractor's sole expense), without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.

12.15 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to access, transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, Separate Prime Contractor conditions and schedules, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of its officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

**ARTICLE 13 - INDEMNIFICATION**

- 13.1 The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Agreement shall represent the specific consideration for the CONTRACTOR'S indemnification of the OWNER as is set forth in the General Conditions and Contract Document.
- 13.2 It is the specific intent of the parties hereto that the indemnification below complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 13.3 CONTRACTOR shall indemnify and hold harmless the OWNER, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this construction contract. Regardless of the foregoing the indemnification herein shall be the greater of the CONTRACTORS insurance coverage for such claim or One million dollars, whichever is greater.
- 13.4 The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the foregoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.

**ARTICLE 14 – SALES TAX INFORMATION OWNER DIRECT PURCHASE PROGRAM**

- 14.1 The Owner shall appoint the Contractor as the Owner's authorized representative with respect to any matter arising out of the purchase orders under this program. The Contractor will cooperate fully with the Owner with respect to the implementation of a tax exempt direct material/equipment purchase program involving the direct purchase of various construction materials, supplies and equipment that is currently part of this Contract. The Owner shall obtain, with the assistance of the Contractor, the proper authorization from the State of Florida in the form of a Technical Assistance Advisement (TAA).

The Owner Direct Purchase Program is attached hereto as **Exhibit “D.A.”** controls the Direct Purchase Program for the Project. The Direct Purchase Program will be operated in accordance with the following provisions:

- 14.1.(a) The Owner will issue its own purchase orders directly to the third party vendor or supplier of material and equipment purchased under the Direct Purchase Program. The purchase order will be accompanied by the Owner’s Exemption Certificate which includes its name, address, and the exemption number with issuance and expiration date.
  - 14.1.(b) All material and equipment purchased under the Direct Purchase Program is sold directly to the Owner and is directly invoiced to the Owner and is directly invoiced by the vendor or supplier.
  - 14.1.(c) The Owner takes title and possession of all materials and equipment purchased under the Direct Purchase Program from the vendor or seller before they are incorporated into the Project.
  - 14.1.(d) The Owner assumes all risk of loss on all material and equipment purchased under the Direct Purchase Program. The Contractor cannot be held liable for damage or loss to the material or equipment.
  - 14.1.(e) The Owner is responsible for and pays the premiums on all insurance and/or bonding on materials or equipment purchased under the Direct Purchase Program. The Contractor does not share any economic benefits of proceeds from bond or insurance covering risk of damage or loss of the material or equipment.
  - 14.1.(f) The Owner makes direct payment to the third party vendor or seller for all purchases from its own funds or accounts for all purchases under the Direct Purchase Program.
- 14.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the purchase orders within a time frame so as not to delay the construction, the Contractor shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a subcontractor’s scope of Work, any terms and conditions that the subcontractor deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.



- 14.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Contractor and/or the subcontractor for prices negotiated by the Contractor and/or subcontractor.
- 14.4 The Contractor is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Contractor and the Owner. The system developed by the Contractor shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Contractor shall submit a monthly accounting report of this information with the Contractor's application for payment.
- 14.5 The Contractor shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Contractor remains fully responsible under its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Contractor to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Contractor. Should a delay be incurred that is not the result of the Owner's failure, as stated above, the Contractor shall be held accountable for such a delay. The Contractor, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.
- 14.6 The Contractor shall be responsible for all purchases in the same manner as if the Contractor had purchased the items, inclusive of managing the warranties for the Owner. The Contractor shall cooperate with the Owner and take all action necessary to assure that all warranties with respect to any materials or equipment which may be available from any vendor are passed-through to the Owner.
- 14.7 Modification of the Contract Sum will be made by one (1) change order (or additional change orders in the sole discretion of the Owner) prior to final payment unless the Contract period crosses the Owner's fiscal year, in which case, one (1) change order will occur for each fiscal year, one prior to the close of the first year, and the other during the second fiscal year.

- 14.8 The Contractor and its surety hereby agree that the performance bond penal amount shall be unaffected by any direct purchase deductive change order which is made pursuant to this program.
- 14.9 The Contractor agrees that its builder's risk insurance coverage amount shall be unaffected by any direct purchase deductive change order implemented pursuant to this program.
- 14.10 Payment shall be directly made by the Owner to the vendor for any Direct Purchases.
- 14.11 To the extent authorized under Florida law, Owner agrees to indemnify and hold harmless Contractor, its subcontractors and suppliers of and from any claims, liability, or responsibility to the State of Florida for any action the State may take against any of them for the payment of any sales or use taxes as a result of Owner's direct purchase of such materials, supplies or equipment.
- 14.12 The Owner shall have the sole option to require the vendor to include a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and Contractor. The cost of the supply bond shall be included in Contractor's GMP.
- 14.13 The Owner agrees to make payments by the 15th of the month providing the Contractor processes the invoices and delivers same to the Facilities Division by the 20th of the preceding month.
- 14.14 Owner shall not withhold retainage on any payments made to the vendor.

#### ARTICLE 15 – TERMS

- 15.1 Limitation of Liability. The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.
- 15.2 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in the Contract

Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise.

- 15.3 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.
- 15.4 Entire Agreement. This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.
- 15.5 Binding Effect. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefits of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.
- 15.6 Notices. All notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) by delivering the same in person to such party, (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

If to Owner: ~~Facilities Planning & Construction Division~~  
~~The School District of Indian River County, Florida~~  
~~6055 62<sup>nd</sup> Avenue 1990-25<sup>th</sup> Street~~  
~~Vero Beach, FL 32967 32960~~  
~~Telephone: 772-564-50173200~~  
~~Facsimile: 772-564-3105~~

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Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By giving the other party at least 15 days written notice, each party shall have the right to change its address and specify as its new address any other address in the United States of America.

- 15.7 Waiver. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.
- 15.8 Captions. The headings used for the various portions of this Agreement and the Construction Documents are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope or the intent of this Agreement, any section of this Agreement, or any section of the Contract Documents.
- 15.9 Severability. In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.
- 15.10 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges are available under any provision of this Agreement to any party, is in addition to and cumulative of any and all rights, powers, remedies, benefits and privileges available to such party under all other provisions of this Agreement, at law or in equity.

- 15.11 Approval. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.
- 15.12 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.
- 15.13 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties or any third party, or cause any party to be responsible in any way for the debts and obligations of the other party.
- 15.14 No Construction Against Drafter. Each of the parties have been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.
- 15.15 Third Party Beneficiary. This Agreement has been made and entered into for the sole protection and benefit of the Owner, and its respective successors, and no other person or entity shall have any right or action under this Agreement.
- 15.16 No Assignments. This Agreement 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, including without limitation, transfer of stock in the Contractor, without the prior written consent of the Owner, which consent the Owner may withhold in its sole discretion.
- 15.17 Force Majeure. With regard to the performance under this Agreement, a party shall not be deemed to be in default of this Agreement, or have failed to comply with any term or conditions if, for reasons beyond the parties reasonable control, including without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible and diligently pursues such performance.



- 15.18 Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Florida. Except for a suit in federal court, Indian River County, Florida shall be the proper place of venue for all suits to enforce this Agreement. Any legal proceeding arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Indian River County, Florida, or if appropriate, the United States District Court for the Southern District of Florida. Notwithstanding any other provision of the Contract Documents, the Owner does not agree to, nor shall the parties, arbitrate in any matter whatsoever any issue arising out of this Agreement, the Contract Documents or the performance thereof. The Owner does not agree to pay attorneys' fees to the prevailing party in connection with a dispute arising out of this Agreement or the Contract Documents.
- 15.19 Waiver of Jury Trial. The parties expressly waive the right to a jury trial.
- 15.20 Dispute Resolution. Prior to initiating any litigation arising out of the Agreement, the parties to submit the dispute to non-binding mediation by a mediator who is certified in Florida in an effort to resolve disputes in an expedient manner. Each party shall bear their own attorneys' fees, and the cost of the mediator shall be split between the parties.
- 15.21 Right to Enter this Agreement. Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performances and obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligation under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.
- 15.22 Conduct While on School Property. The Contractor acknowledges that its employees and agents must 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 subject to the administrator or designee. It will be considered 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 which will disrupt the educational program or constitute any

level of threat to 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 building administrator or designee.

15.25 Owner Transfer of Interest. If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Contractor arising from this Agreement shall automatically transfer to such third party without the necessity of a written document or consent from the Contractor.

15.26 Public Entity Crime Information Statement and Debarment – Section 287.133(2)(a) of the Florida Statutes states: “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 to provide any goods or services to a public entity, 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 of real property to a public entity, may not be awarded or perform work as a contractor, 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.”

By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within a five-year period preceding the issuance of RFQ #\_\_\_\_\_ been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

- (d) Have not within a five-year period preceding the issuance of RFQ #\_\_\_\_\_ had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs (a) – (d) above, with respect to Contractor or its principals.

- 15.28 No Waiver of Sovereign Immunity. 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.
- 15.29 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.
- 15.30 Compliance with Federal Grant Requirements. If made applicable by the use of federal grant funds in the Project or any other requirement as set out below, Contractor and its subcontractors shall comply with the following enactments, rules, regulations and orders:

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3).

Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 701 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by

grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**ARTICLE 16 - PROJECT SIGNAGE**

CONTRACTOR shall furnish and erect 1 signs at the Project site as directed by the PROJECT MANAGER. CONTRACTOR may install signage at the site subject to approval by the PROJECT MANAGER.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ARCHITECT on their behalf.

OWNER: **SCHOOL BOARD DISTRICT OF INDIAN RIVER COUNTY** CONTRACTOR:

By \_\_\_\_\_ By \_\_\_\_\_  
School Board Chairman

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_  
Superintendent (SEAL) (CORPORATE SEAL)

Address for giving notices

Address for giving notices

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\_\_\_\_\_  
\_\_\_\_\_  
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
\_\_\_\_\_  
License No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_  
School Dist. Attorney

\_\_\_\_\_  
(If CONTRACTOR is a  
corporation, attach evidence of  
authority to sign.)

**Exhibit ~~D~~A**

**Owner Direct Material/Equipment Purchase Program**

1. The Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

Any equipment, materials or supplies directly purchased by the Owner that are included in the Subcontractor's contract shall be referred to as Owner-Purchased Materials and the responsibilities of both Owner and Subcontractor relating to such Owner-Purchased Materials shall be governed by the terms and conditions of the procedures. The Owner will own and hold full title to all Owner-Purchased Materials.

2. Material suppliers shall be selected by the Subcontractor awarded the subcontract.

The Subcontractor has included the price for all construction materials in his bid. Owner Purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

3. Subcontractor shall provide Contractor a list of all intended suppliers, vendors, and material men for consideration as Owner-Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.

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Page 37 of 41



4. Upon request from Contractor, and in a timely manner, Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the Owner and the Contractor, to specifically identify the materials which Owner had, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:
  - A. The name, address, telephone number and contact person for the material supplier.
  - B. Manufacturer or brand, model or specification number of the item.
  - C. Quantity needed as estimated by the Subcontractor.
  - D. The price quoted by the supplier for the materials identified therein.
  - E. Any sales tax associated, with such quote.
  - F. Delivery dates as established by Subcontractor.

Subcontractor shall include reference to any terms and conditions which have been negotiated with the vendors; i.e., payment terms, warranties, retainage, etc.

Such Purchase Order Requisition Forms are to be submitted to Contractor's designated representative no less than fifteen (15) days prior to the need for ordering such Owner-Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that, such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.

5. After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Orders for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. Owners Purchasing Director or his designated representative shall be the approving authority for the Owner on Purchase Orders in conjunction with Owner-Purchased Materials. The Purchase

Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner-Purchased Materials on the delivery dates provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite.

6. In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the Owner, through the Contractor, one or more deductive Change Orders, referencing the full value of all Owner-Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in Subcontractor's bid to Contractor.
7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site.
9. As Owner-Purchased Materials are delivered to the jobsite, the Subcontractor and the Contractor, as County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The Subcontractor shall assure that each delivery of Owner-Purchased materials is accompanied by adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor, as Owner's Representative, shall verify in writing to the Owner the accuracy

of the delivery ticket. The Subcontractor will then forward the invoice to the Owner through the Contractor for payment. The invoice shall be thereupon furnished to the Finance Department for processing and payment in the manner as all other Osceola School District invoices are processed. The Owner shall have the right to assign personnel to verify and audit the accuracy of all Director Purchase Documents.

10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the work and instead shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Contractor, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to County resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or no-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.
11. The Subcontractor shall maintain records of all Owner-Purchased Materials it incorporates into the work from the stock of Owner-Purchased Materials in its possession. The Subcontractor shall account monthly to the Owner, through the Contractor, for any Owner-Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials which have been incorporated into the work.
12. The Subcontractor, as the Owner's agent, shall be responsible for obtaining and managing all warranties and guarantees for all material and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.
13. Notwithstanding the transfer of Owner-Purchased Materials by the Owner to the Subcontractor's possession, the Owner shall retain title to any and all Owner-Purchased Materials.

14. The transfer of possession of Owner-Purchased Materials from the Owner to the Subcontractor shall constitute a bailment for the mutual benefit of the Owner and the Subcontractor. The Owner shall be considered the bailor and the Subcontractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials shall be considered returned to the Owner for the purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. All Owner-Purchased Materials shall be stored at the construction site.
15. The insurance purchased and maintained by the Contractor shall be sufficient to protect against any loss of or damage to Owner-Purchased Equipment, Materials or Supplies. Such insurance shall cover the full value of any Owner-Purchased Materials not yet incorporated into the Project from the time the Owner first takes title. The Owner shall be named as an Additional Insured Party on such policies of insurance. The Owner will bear the costs of all Payment and Performance Bonds and Owner's Insurance including Builder's Risk Insurance as a reimbursable expense to the Contractor. The Owner as an additional named insured on the Contractor's Builder's Risk Insurance and, in the event of damage or destruction to the Owner-Purchased Materials, the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction.
16. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner-Purchased Materials when such delay is a result of the failure of the Subcontractor's performance.
17. On a monthly basis, Subcontractor shall be required to review invoices submitted by all suppliers of Owner-Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon Subcontractor's records of material delivered to the site and any defects in such materials.
18. In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the Owner, through the Contractor, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be

released, delivered, and remitted directly to the supplier. The Subcontractor agrees to assist the Owner to immediately obtain a partial or final release of lien waiver as appropriate.

19. The Owner's direct purchase of equipment, materials or supplies, as provided herein does not relieve the Contractor or any Subcontractor of any obligation required pursuant to the contract or subcontract pertaining to the performance of work, except as to the Owner's obligation to make direct payments to such vendors and may reduce the bonds to the extent permitted by Section 255.05, F.S.



## **FEBRUARY MONTHLY FACILITIES UPDATE**

**April 11, 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**

The design for Vero Beach Elementary Phase III is underway and it is anticipated that construction will be complete before the beginning of school in August 2013. Phase III consists of an improved driveway off of 20<sup>th</sup> Avenue along the north edge of the property and a parking area on the northeast corner of the property. The driveway will provide access and service to the new retention pond for the VBE project, the VBHS boys' baseball field, and the VBHS girls' softball field. Phase III will also provide approximately 120 parking spaces. The scope of the project consists of waterline and sewer line extensions into the area north of the pond, drainage improvements, grading, and paving. Phase III is a requirement of the original stormwater permit for the VBE project.

#### **BEACHLAND ELEMENTARY TRAFFIC**

The current plan, Option 4, is out to bid and bids will be received on April 25. The project was withdrawn from the City of Vero Beach's site plan process and the Planning and Zoning meeting was cancelled. The District is following the process in the Interlocal Agreement for Coordinated Planning and School Concurrency by applying to the School Planning Technical Advisory Committee (SPTAC) for review and approval. The SPTAC meeting is scheduled for April 26. It is anticipated that the selected contractor can begin construction by the end of May and be substantially complete before school begins in August.

#### **FELLSMERE ADDITION**

Construction has begun on Phase I of the project and bidding is currently taking place for Phase II of the project. Phase I consists of demolition of the Cafetorium, installation of the temporary kitchen, installation of all underground utilities, construction of the large portion of the parking lot in the front of the school, and construction of the offsite retention area. Completion of Phase I is scheduled for August 20. The construction that is currently underway is grading for the temporary kitchen, preparation of the staging and laydown area to be used throughout the duration of the project, and clearing of the property and digging of the offsite retention pond. Demolition will begin after school lets out for summer.

#### **TREASURE COAST ELEMENTARY**

Construction has begun for this project. The work that is currently taking place is relocation of one of the impacted playgrounds, relocation of the existing hardcourt, construction of the temporary access road, and installation of all of the required security fencing. Bids have been received and compiled, and the Guaranteed Maximum Price for the project will be presented to the School Board for approval on April 23<sup>rd</sup>. This project is scheduled for completion in December of 2013.

### **OSCEOLA MAGNET**

Drywall is being installed and the project is on schedule to be complete by the middle of May in preparation for the rededication ceremony on May 30<sup>th</sup>.

The hardcourt cover is being erected and will be completed by the end of school in June.

### **SEBASTIAN RIVER MIDDLE SCHOOL**

Bids have been advertised for the locker room renovation. The project is scheduled to begin when school lets out in June and will be completed before school is back in session in August. The project includes removing and replacing the existing lockers in the boys' and girls' locker rooms at the gym, a new public announcement system in the locker rooms and the gym, reconfigurations of the boys' and girls' showers and bathrooms, replacement of the windows in the locker rooms, and installation of walkway covers at the car pickup loop.

### **OSLO MIDDLE SCHOOL**

Bids will be received for the new car pickup driveway on April 25<sup>th</sup>. The project includes construction a driveway on the school property that will allow the cars picking up students to queue onsite rather than in the public right-of-way on 5<sup>th</sup> Street SW. Also included in the project is a revitalization of the wetlands in the front of the school for teaching purposes. The invasive species of plants will be removed, a boardwalk access will be constructed, the native species will be trimmed, and signage will be installed for instructional purposes allowing classes and educational activities to be held concerning wetlands.

School District of Indian River County  
Amendment to District School Budget FY 2012-2013  
Amendment #1 – Special Revenue Other

There was a net Increase in Estimated Revenue during the period ended February 28, 2013 of \$466,610.45 as discussed below:

Title I

|    |              |                                                                                                                               |
|----|--------------|-------------------------------------------------------------------------------------------------------------------------------|
| \$ | 365,035.77   | Budget Increase from actual roll after filing FA399 for Title I School Choice/SES dated 8/20/12                               |
|    | 69,815.00    | Budget Increase from Florida Department of Education on Project Award Notification (PAN) dated 9/28/12 for Title I Migrant    |
|    | 254,999.00   | Budget Increase from Florida Department of Education on Project Award Notification (PAN) dated 10/3/12 for Title I Choice/SES |
|    | (245,846.49) | Budget reduction to comply with DOE Project Award Notification (PAN) for Title I Basic dated 1/29/13                          |

Title II

|  |           |                                                                                                                                                               |
|--|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | 22,619.00 | Budget Increase from Florida Department of Education on Project Award Notification (PAN) dated 9/21/12 for Title II Teacher/Principal Training and Recruiting |
|--|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|

Title III

|  |            |                                                                                                                                          |
|--|------------|------------------------------------------------------------------------------------------------------------------------------------------|
|  | (5,990.30) | Budget Reduction from Florida Department of Education on Project Award Notification (PAN) for Title III NCLB LEP/Immigrant dated 1/29/13 |
|  | .47        | Budget Increase from Florida Department of Education on Project Award Notification (PAN) signed 10/3/12 for Title III NCLB LEP/Immigrant |

Other Federal Through Local

|  |          |                                                                                                                          |
|--|----------|--------------------------------------------------------------------------------------------------------------------------|
|  | 5,978.00 | Budget Increase from Florida Department of Education on Project Award Notification (PAN) dated 12/19/12 for Carl Perkins |
|--|----------|--------------------------------------------------------------------------------------------------------------------------|

\$ 466,610.45 Total Net Change in Estimated Revenue for the period  
ended February 28, 2013

Appropriations:

Appropriation changes reflect the amendment to functions for the grants amended to  
Estimated Revenue listed above and for function shifts to cover grant expenditures through  
February 28, 2013.

FLORIDA DEPARTMENT OF EDUCATION  
 FINANCIAL MANAGEMENT SECTION  
 AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2012 - 2013

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 AMENDMENT No. 1 Consolidated  
 Special Revenue - Other

| ESTIMATED REVENUE                            |              |                |            |            |                |
|----------------------------------------------|--------------|----------------|------------|------------|----------------|
|                                              | Revenue Code | Present Budget | Increase   | Decrease   | Revised Budget |
| <b>Totals</b>                                |              | 12,513,630.45  | 472,600.28 | 5,989.83   | 12,980,240.90  |
| Vocational Education Acts                    | 3201         | 180,198.67     | 5,978.00   | 0.00       | 186,176.67     |
| State Fiscal Stabilization Funds - K-12      | 3210         | 0.00           | 0.00       | 0.00       | 0.00           |
| State Fiscal Stabilization Funds - Workforce | 3211         | 0.00           | 0.00       | 0.00       | 0.00           |
| Race To The Top                              | 3214         | 526,604.74     | 0.00       | 0.00       | 526,604.74     |
| Education Jobs Fund                          | 3215         | 0.00           | 0.00       | 0.00       | 0.00           |
| Eisenhower Math and Science (Title II)       | 3226         | 874,824.49     | 22,619.00  | 0.00       | 897,443.49     |
| Individuals with Disabilities Education Act  | 3230         | 4,146,234.74   | 0.00       | 0.00       | 4,146,234.74   |
| Title I                                      | 3240         | 5,914,456.82   | 444,003.28 | 0.00       | 6,358,460.10   |
| Adult General Education                      | 3251         | 217,406.99     | 0.00       | 0.00       | 217,406.99     |
| Other ARRA Stimulus Grants - Food Service    | 3269         | 0.00           | 0.00       | 0.00       | 0.00           |
| Federal Through Local                        | 3280         | 31,874.00      | 0.00       | 0.00       | 31,874.00      |
| Other Federal Through State                  | 3290         | 414,120.51     | 0.00       | 0.00       | 414,120.51     |
| Emergency Immigrant Education Program        | 3293         | 207,909.49     | 0.00       | 5,989.83   | 201,919.66     |
| Miscellaneous Federal Through State          | 3299         | 0.00           | 0.00       | 0.00       | 0.00           |
| APPROPRIATIONS                               |              |                |            |            |                |
|                                              | Function     | Present Budget | Increase   | Decrease   | Revised Budget |
| Instructional Services                       | 5000         | 6,534,108.97   | 232,061.33 | 0.00       | 6,766,170.30   |
| Pupil Personnel Services                     | 6100         | 1,065,856.20   | 145,237.00 | 0.00       | 1,211,093.20   |
| Instructional Media Services                 | 6200         | 0.00           | 0.00       | 0.00       | 0.00           |
| Instructional & Curriculum Development       | 6300         | 1,710,805.71   | 181,506.61 | 0.00       | 1,892,312.32   |
| Instructional Staff Training                 | 6400         | 1,320,302.56   | 0.00       | 1,399.78   | 1,318,902.78   |
| Instructional Related Technology             | 6500         | 4,647.34       | 12,556.19  | 0.00       | 17,203.53      |
| General Administration                       | 7200         | 1,025,948.39   | 0.00       | 499,410.66 | 526,537.73     |
| School Administration                        | 7300         | 13,650.00      | 11,025.00  | 0.00       | 24,675.00      |
| Fiscal Services                              | 7500         | 0.00           | 0.00       | 0.00       | 0.00           |
| Food Service - ARRA                          | 7600         | 0.00           | 0.00       | 0.00       | 0.00           |
| Central Services                             | 7700         | 59,991.86      | 62,768.14  | 0.00       | 122,760.00     |
| Transportation Services                      | 7800         | 425,106.32     | 329,770.29 | 0.00       | 754,873.61     |
| Administrative Technology Services           | 8200         | 15,000.00      | 0.00       | 7,500.00   | 7,500.00       |
| Community Services                           | 9100         | 338,213.10     | 0.00       | 0.67       | 338,212.43     |
| <b>Totals</b>                                |              | 12,513,630.45  | 974,924.56 | 508,311.11 | 12,980,240.90  |

Adopted By Board: \_\_\_\_\_ April 9, 2013

District Superintendent's Signature



FLORIDA DEPARTMENT OF EDUCATION  
 FINANCIAL MANAGEMENT SECTION  
 AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2012 - 2013

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 AMENDMENT No. 1 - Special Revenue - Other  
 Special Revenue - Other

| ESTIMATED REVENUE                           |              |                |            |            |                |
|---------------------------------------------|--------------|----------------|------------|------------|----------------|
|                                             | Revenue Code | Present Budget | Increase   | Decrease   | Revised Budget |
| <b>Totals</b>                               |              | 11,987,025.71  | 472,600.28 | 5,989.83   | 12,453,636.16  |
| Vocational Education Acts                   | 3201         | 180,198.67     | 5,978.00   | 0.00       | 186,176.67     |
| Eisenhower Math and Science (Title II)      | 3226         | 874,824.49     | 22,619.00  | 0.00       | 897,443.49     |
| Individuals with Disabilities Education Act | 3230         | 4,146,234.74   | 0.00       | 0.00       | 4,146,234.74   |
| Title I                                     | 3240         | 5,914,456.82   | 444,003.28 | 0.00       | 6,358,460.10   |
| Adult General Education                     | 3251         | 217,406.99     | 0.00       | 0.00       | 217,406.99     |
| Federal Through State                       | 3280         | 31,874.00      | 0.00       | 0.00       | 31,874.00      |
| Other Federal Through State                 | 3290         | 414,120.51     | 0.00       | 0.00       | 414,120.51     |
| Emergency Immigrant Education Program       | 3293         | 207,909.49     | 0.00       | 5,989.83   | 201,919.66     |
| Miscellaneous Federal Through State         | 3299         | 0.00           | 0.00       | 0.00       | 0.00           |
| APPROPRIATIONS                              |              |                |            |            |                |
|                                             | Function     | Present Budget | Increase   | Decrease   | Revised Budget |
| Instructional Services                      | 5000         | 6,434,306.62   | 241,863.68 | 0.00       | 6,676,170.30   |
| Pupil Personnel Services                    | 6100         | 1,055,856.20   | 145,237.00 | 0.00       | 1,201,093.20   |
| Instructional & Media Services              | 6200         | 0.00           | 0.00       | 0.00       | 0.00           |
| Instructional & Curriculum Development      | 6300         | 1,613,777.44   | 194,384.88 | 0.00       | 1,808,162.32   |
| Instructional Staff Training                | 6400         | 1,081,133.94   | 43,655.01  | 0.00       | 1,124,788.95   |
| General Administration                      | 7200         | 1,024,982.09   | 0.00       | 499,321.74 | 525,660.35     |
| School Administration                       | 7300         | 13,650.00      | 11,025.00  | 0.00       | 24,675.00      |
| Transportation Services                     | 7800         | 425,106.32     | 329,767.29 | 0.00       | 754,873.61     |
| Community Services                          | 9100         | 338,213.10     | 0.00       | 0.67       | 338,212.43     |
| <b>Totals</b>                               |              | 11,987,025.71  | 965,932.86 | 499,322.41 | 12,453,636.16  |

Adopted By Board: \_\_\_\_\_ April 9, 2013

  
 District Superintendent's Signature

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 3/7/13  
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 3/8/13

FLORIDA DEPARTMENT OF EDUCATION  
 FINANCIAL MANAGEMENT SECTION  
 AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2012 - 2013

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 AMENDMENT No. 1 - Race To The Top  
 Special Revenue - Other


| ESTIMATED REVENUE |              |                |          |          |                |
|-------------------|--------------|----------------|----------|----------|----------------|
|                   | Revenue Code | Present Budget | Increase | Decrease | Revised Budget |
| <b>Totals</b>     |              | 526,604.74     | 0.00     | 0.00     | 526,604.74     |
| Race To The Top   | 3214         | 526,604.74     | 0.00     | 0.00     | 526,604.74     |

| APPROPRIATIONS                            |          |                |           |           |                |
|-------------------------------------------|----------|----------------|-----------|-----------|----------------|
|                                           | Function | Present Budget | Increase  | Decrease  | Revised Budget |
| Instructional Services                    | 5000     | 99,802.35      | 0.00      | 9,802.35  | 90,000.00      |
| Pupil Personnel Services                  | 6100     | 10,000.00      | 0.00      | 0.00      | 10,000.00      |
| Instructional and Curr. Development Srvc. | 6300     | 97,028.27      | 0.00      | 12,878.27 | 84,150.00      |
| Instructional Staff Training              | 6400     | 239,168.62     | 0.00      | 45,054.79 | 194,113.83     |
| Instructional Related Technology          | 6500     | 4,647.34       | 12,556.19 | 0.00      | 17,203.53      |
| General Administration                    | 7200     | 966.30         | 0.00      | 88.92     | 877.38         |
| Central Services                          | 7700     | 59,991.86      | 62,768.14 | 0.00      | 122,760.00     |
| Administrative Technology Services        | 8200     | 15,000.00      | 0.00      | 7,500.00  | 7,500.00       |
| <b>Totals</b>                             |          | 526,604.74     | 75,324.33 | 67,824.33 | 526,604.74     |

Adopted By Board: \_\_\_\_\_ April 9, 2013

  
 District Superintendent's Signature

  
 3/7/13  
 8/18  
 3/8/13

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