

Indian River County District School Board
Business Meeting Agenda
June 11, 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 Pastor Terry Pugh, Northside Agape Ministries, Church of God**

- III. **PLEDGE OF ALLEGIANCE TO THE FLAG – Board Member**

- IV. **ADOPTION OF AGENDA – Chairman Johnson**

- V. **PRESENTATIONS**
No presentations

- VI. **CITIZEN INPUT – Chairman Johnson**

- VII. **CONSENT AGENDA**
 - A. Approval of Minutes – Dr. Adams**
 - 1. Food Services Workshop held 5/28/2013
 - 2. Business Meeting held 5/28/2013Superintendent recommends approval.
 - B. Approval of Personnel Recommendations – Ms. Roberts**
Attached is a list of personnel recommendations that includes personnel additions, terminations, and/or changes. Also included are employee reappointments. Superintendent recommends approval.
 - C. Approval of Budget Amendments – Mr. Morrison**
This request is for approval of the following budget amendments for fiscal year ending June 30, 2013:
 - Amendment # 2 - Special Revenue – Other
 - Amendment # 4 - General Fund for months of March and AprilSuperintendent recommends approval.
 - D. Approval of Donations – Mr. Morrison**
A donation in the amount of \$1,763.26 was received from the Knights of Columbus Council #5629. The funds will be use for student needs approved by the Principal. Superintendent recommends approval.

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

The Superintendent recommends approval to write-off, as uncollectible, checks received by schools that have been dishonored by the maker's bank and returned as unpaid. The total dollar amount is \$969.96. Attached is a list of checks that remain uncollected for the calendar year ended December 31, 2012. To date, all attempts to recover the money, both by staff members and the District's check recovery program, have been unsuccessful. Superintendent recommends approval.

F. Approval of Extended Day Program 2013-14 Renewal – Mrs. D'Albora

The Extended Day Program has offered before and after school daycare services to all families regardless of economic status for grades K – 5th. Students must be able to participate in a large group. Adult and Community Education collaborates with the elementary schools to offer such care. The Fee Schedule is attached. Superintendent recommends approval.

G. Approval of Early Learning Coalition Contract with Extended Day Program 2013-14 Renewal – Mrs. D'Albora

This is an Extended Day Program request for the renewal contract with the Early Learning Coalition to provide services for the before and after school care. The purpose of the contract is to allow the School District to become a provider of Early Learning Coalition. Based upon Florida Statutes, Department of Children and Families, and United for Families, Early Learning Coalition provides financial assistance for families whose children attend the Extended Day Program. This contract is effective from July 1, 2013, through June 30, 2014. Superintendent recommends approval.

H. Approval of the 2013-14 Adult Education Tuition and Fees Renewal – Mrs. D'Albora

According to Section 1009.22(3)(e), Florida Statutes, each School District must establish a fee schedule for students enrolled in Adult and Community Education programs. Effective July 1, 2013, the 2013-2014 tuitions for Adult Education are \$2.80 per hour (standard fee rate) for career programs for Florida residents that include student financial aid, capital improvement fee, technology fee, and \$30 per term for adult general education and ELL programs. No cost to the District. Superintendent recommends approval.

I. Approval of Big Brothers Big Sisters Interagency Agreement Renewal for 2013-2015 – Mrs. D'Albora

This agreement outlines a mentoring collaborative between the School District and Big Brothers Big Sisters (BBBS). Mentors will be recruited, screened, and trained by BBBS. These mentors will serve students in our elementary schools. No cost to the District. Superintendent recommends approval.

J. Approval of Follett Destiny License Renewal for 2013-14 Renewal – Mrs. D’Albora

Follett Destiny provides the district with a browser-based, library management solution that combines circulation, cataloging, searching, reporting, and management in one centrally installed library system. Attached is the license renewal covering the period beginning on 7/01/2013 and ending on 6/30/2014. Also attached is the most recent contract signed in 2005. The cost impact is \$24,993.60. Superintendent recommends approval

K. Approval of Hosting Services Agreement Renewal with Performance Matters for 2013-14 – Mrs. D’Albora

Since 2004, Performance Matters has provided the District with PM2, an assessment and data management system for analyzing student performance on state and local assessments. In 2012, the FASTe system was purchased to collect and store multiple data elements, such as electronically collecting data from the teacher evaluation system. Attached is the license renewal for both products, covering the period beginning on 7/01/2013 and ending on 6/30/2014. This is the final year of the current three-year pricing agreement signed in 2011. The cost impact is \$60,000. Superintendent recommends approval.

L. Approval of Hosting Agreement and Software License Renewal with Renaissance Learning for 2013-14 – Mrs. D’Albora

Renaissance Learning provides all District schools with the Accelerated Reader software application that promotes independent reading and increases comprehension skills. Attached is the license renewal covering the period beginning on 8/01/2013 and ending on 7/31/2014. Also attached is the original contract signed in 2010. The cost impact is \$64,956.00. Superintendent recommends approval.

M. Approval of Blackboard Connect License Renewal for 2013-14 – Mrs. D’Albora

Blackboard Connect provides the District with a tool to communicate information to parents and the community in regard to emergency situations, student absenteeism, school events, and other important notifications; via telephone, email, and text messaging. The system is used by all schools and facilities and is capable of contacting the households of all District students and staff members simultaneously within minutes. Also attached is the original contract signed in 2009. This renewal is for the period of 07/01/2013 to 06/30/2014. The cost impact is \$38,184. Superintendent recommends approval.

N. Approval of Educational Data Resources Software Maintenance Renewal for 2013-14 – Mrs. D’Albora

Educational Data Resources, LLC (formerly CrossPointe, LLC) provides the District with support and maintenance of the TERMS software applications suite. These applications include the District’s Finance, Payroll, Human Resources, and Student Information Systems. Attached is the yearly maintenance and support renewal covering the period beginning 7/1/2013 and ending 6/30/2014. Also attached is the original contract signed in 2005. The cost impact is \$167,416.00. Superintendent recommends approval.

O. Approval of Mainline Maintenance Renewal for 2013-14 – Mrs. D’Albora

IBM provides the District with support, maintenance, and hardware failure replacement of the IBM i5 computer system. This is the core technology system that runs all critical business applications such as our HR, Payroll, Finance, and Student systems. Attached is the yearly maintenance and support renewal covering the period of 7/01/2013 to 06/30/2014. The cost impact is \$32,951.13. Superintendent Recommends Approval

P. Approval of Microsoft School License Agreement Renewal for 2013-14 – Mrs. D’Albora

The Microsoft School License Agreement provides the District with access to the latest Microsoft operating systems (Vista/Windows 7&8), the complete Microsoft Office suite, Microsoft SharePoint, Microsoft server software, and other Microsoft applications used throughout the District. The District has had a School License Agreement with Microsoft since 1999. A School Agreement license provides the District with a greatly reduced cost over purchasing each software title individually. Attached is the license renewal covering the period beginning on 7/01/2013 and ending on 6/30/2014. This is the final year of the attached three-year contract signed in 2011. The cost impact is \$187,008.84. Superintendent recommends approval.

Q. Approval of the East Coast Technical Assistance Center (ECTAC) Renewal 2013-14 – Mrs. D’Albora

This contract is between Seminole County School Board and the School Board of Indian River County. The 2013-14 contract renewal fee is \$6,800. The contract will be in effect through June 30, 2014. Indian River County’s Title I, Part A funds are designated for ECTAC services. Superintendent recommends approval.

VIII. ACTION AGENDA

A. Approval of Resolution 2013-08 Accepting the Apportionment Plan of the Indian River County Metropolitan Planning Organization (MPO) – Chairman Johnson

In 2003 the Indian River County's Metropolitan Planning Organization's (MPO) Apportionment Plan was amended to add the School District of Indian River County as a voting member. On April 10, 2013, the MPO approved the attached Plan that also retained the current 12-member MPO voting structure. Prior to the Plan's submission to the Florida Department of Transportation and the Governors' Office for review, the Apportionment Plan must be accepted or rejected via Resolution by each general purpose government within the MPO area. Superintendent recommends approval

B. Approval of 2013-2014 Schoolhouse Consulting Group, Inc., Contract Renewal – Dr. Adams

This renewal is for the 2013-2014 fiscal year for legislative services for the Treasure Coast Work Group, representing issues common to the Treasure Coast Region. School Districts participating in the Treasure Coast Work Group are: Indian River County, Martin County, Okeechobee County, and St. Lucie County. The cost for Indian River is \$6,792.50. A copy of the cover letter and invoice is attached. Superintendent recommends approval.

C. Approval of 2013-2014 Florida School Board Association Membership Renewal – Dr. Adams

The Association provides invaluable Board leadership training, research, and lobbying of legislative issues. A list of their services is included in the attached memorandum. The dues will remain the same as for the previous six years at \$15,391.00. Superintendent recommends approval.

D. Approval of 2013-2014 Salary Schedules, Pay Date Schedules, and Personnel Work Calendars – Ms. Roberts

Attached are the 2013-2014 school year salary schedules, pay date schedule, and personnel work calendars. Superintendent recommends approval.

E. Approval to Terminate Support Staff Employee – Ms. Roberts

The Superintendent recommends termination of support staff employee, Richard De La Cruz. The grounds for this termination are contained in the attached Charging Letter. Superintendent recommends approval.

F. Approval of Raising Middle School Lunch Prices for 2013-14 – Mrs. D’Albora

This request comes from Section 205 of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296) that requires Districts participating in the National School Lunch Program to ensure that Districts are providing the same level of financial support for lunches served to students who are not eligible for free or reduced price lunches, as they are for lunches served to students eligible for free lunches. Districts are expected to pull their weight (in relation to Federal funding) when funding their meal programs.

Current Price	New Price
\$2.25	\$2.50

This price will match the high school price and the menu will mirror the high school menu in 2013-14. Superintendent recommends approval.

G. Approval of Construction Management at Risk Contract with Mid-State Mechanical Contractors for the Vero Beach High School Thermal Energy Storage System Project, 2013-18 – Mr. Morrison

Approval is recommended for the Construction Management at Risk (CMAR) Contract between the School District of Indian River County and Mid-State Mechanical Contractors for the Vero Beach High School Thermal Energy Storage System Project #2013-18. This project will consist of the construction of a Thermal Energy Storage Plant south of the Vero Beach High School Campus to serve both the Vero Beach High School and Freshman Learning campuses. The Design Phase Fee was negotiated between the contractor and the District Construction Negotiation Team on May 28, 2013. The Overhead and Profit for the project’s Construction Phase will be negotiated between the contractor and the District Construction Negotiation Team at a later date. Upon Board approval of this contract, a Guaranteed Maximum Price (GMP) will be established for the project. The final GMP and negotiated fees will then be submitted for Board Approval. Superintendent recommends approval.

H. Approval to Award Sunshine Land Design, Inc., for Traffic and Wetland Improvements at Oslo Middle School, 2013-19 - Mr. Morrison

This is a Request for Proposal (RFP) for the construction of a new parent drop-off/pick-up loop and a stacking lane at Oslo Middle School. The scope includes a new driveway with a culvert onto 5th Street, SW, a vehicle stacking lane approximately 700’, miscellaneous grading work, and a revitalization of an existing wetland area with a new boardwalk. Award is recommended to Sunshine Land Design, Inc., as the best responsive and responsible proposer meeting specifications, terms, and conditions. The contract will be presented at a later date. Superintendent recommends approval.

I. Approval to Enter into Negotiations with Florida Power & Light and BGA, Inc., A ConEdison Solutions Company, to obtain Master Agreements for Guaranteed Energy Cost Savings, SDIRC 2013-13 - Mr. Morrison

A Request for Qualifications (RFQ) for Energy Performance Savings Contractors (EPSC) capable of providing comprehensive energy management and energy-related capital improvement services for District facilities pursuant to §1013.23, §287.055, and §489.145 Florida Statutes has been issued by the District. EPSC's are a licensed business under § 471 or §481 Florida Statutes for the analysis, design, implementation or installation of energy, water, and wastewater efficiency, and conservation measures through energy performance contracts. Recommendation is to enter into negotiations with the top two companies, Florida Power & Light and BGA Inc., A Con-Edison Solutions Company, to obtain Master Agreements which will be presented to the Board for approval at a later date. Superintendent recommends approval.

J. Approval of 2013-2014 Organizational Chart - Dr. Adams

The 2013-2014 Organizational Chart is attached. The Chart reflects the elimination of Executive Director of Instructional and Information Technology, which will be replaced with Assistant Superintendent for Technology and Assessment. The Chart also adds a Director of Technology Services. The cost impact is \$125,124.47. Superintendent recommends approval.

IX. SUPERINTENDENT'S REPORT

X. DISCUSSION

XI. SCHOOL BOARD MEMBER MATTERS – Chairman Johnson

XII. INFORMATION AGENDA
No items

XIII. SUPERINTENDENT'S CLOSING

XIV. ADJOURNMENT – Chairman Johnson

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

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The Indian River County District School Board met on Tuesday, May 28, 2013, at 1:00 p.m. The workshop was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Carol Johnson, Vice Chairman Claudia Jiménez, and Board Members: Jeff Pegler, Matthew McCain, and Karen Disney-Brombach. School Board Attorney, Suzanne D'Agresta, was also present. Dr. Frances J. Adams, Superintendent of Schools, was not present.

Food Services Workshop Minutes

- I. Chairman Johnson called the workshop to order.
Prior to the presentation, Mr. McCarty gave each Board Member a sample of an all-natural, fruit smoothie prepared by Food Services using fresh strawberries, bananas, and apple juice. It contained no added sweeteners. Mr. McCarty mentioned other fruit/vegetable combinations. He noted that this was a new item that Food Services would like to offer students as a fruit/juice alternative. To do so, equipment purchases would be needed.

- II. Presentation – Mrs. D'Albora/McCarty
Mrs. D'Albora opened by stating that Mr. McCarty had been working very hard during the past school year and was bringing about great improvements to the Food Services Department. Mr. McCarty presented a PowerPoint titled, "Food & Nutrition Services Board Update, May 2013". He noted that school meals were healthier than ever and included:
 - Fresh fruits and vegetables
 - Whole grains
 - Reduced or zero trans fats
 - Salads
 - Low fat dairy items
 - Baked items rather than fried
 - Healthy cooking/prep techniques

Mr. McCarty reported that District-wide there was a slight decrease in the number of lunches and breakfasts served due in part to the healthier choices but they were working on it. He reported on the National school figures and the District's figures regarding the number of meals served. Mr. McCarty noted that to address concerns that too many á la carte items were available for students, Food Services was going to reduce the number of selections and change some of the choices. The result was estimated to be a loss of 30% of the total sales for á la carte items next school year. This loss was predicted to result in a negative ending fund balance next year. To compensate for the loss, Mr. McCarty stated that they were working to increase the number of breakfasts and lunches served.

Some of the ideas under consideration were:

- Breakfast in the courtyard
- Breakfast to go
- Breakfast in the classroom

Meal Costs and Pricing

First, Mr. McCarty stated that he was not in favor of raising meal prices across the District. He stated that 2008-009 was the last time the prices were raised. The alternative to meet the rising cost of whole grains, fresh fruits, and fresh vegetables was to raise the middle school lunch price to match the high school lunch price of \$2.50. Currently, the middle school students paid \$2.25. Mr. McCarty said that if you increase the prices by \$.05 per meal, at all levels, there would be a greater loss in the number of meals served.

Changes

Mr. McCarty presented examples of menu changes. He also spoke of the part that Food Services managers play in educating students. One example given was that they changed to color coded menus based on food groups. They also introduced new fruits and vegetables to students by sampling products, being creative with recipes, and changing food displays to be visually appetizing. Mr. McCarty said that they encouraged students to return meals to the Food Manager, if they do not like the taste. He said that it was important that students feel comfortable enough to speak to the Managers. Another example of student instruction was an afterschool course that was offered to students that included the importance of good food choices/nutrition, kitchen safety, and handling of food products.

Wrap Up

Mr. McCarty gave an overview the summer meal program and the paid lunch equity changes through Section 205 of Public Law 111-296, "The healthy, hunger-free, kids Act of 2010". He presented changes in the National School Lunch and breakfast programs, data on the number of free and reduced meals served, the need to market meals, special events around meal times, cost savings through changes in vendors, and co-op opportunities.

III. Questions – Chairman Johnson
Board Members had an opportunity to ask questions and make suggestions.

IV. ADJOURNMENT – Chairman Johnson

With no further discussion, the workshop adjourned at approximately 2:33 p.m.

The Indian River County District School Board met on Tuesday, May 28, 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 Minutes

- I. Meeting was called to order by Chairman Johnson.
- ii. Invocation was given by Deacon Dave Hankle of St. Helen's Catholic Church.
- III. Pledge of Allegiance to the Flag was by Mr. McCain.
- IV. **ADOPTION OF AGENDA**
Chairman Johnson called for a motion to adopt the Orders of the Day. Mrs. Disney-Brombach moved to approve the Orders of the Day, with the deletion of Consent J and the additions to Consent A Minutes, Item 2. Mr. Pegler seconded the motion and it carried unanimously, with a 5-0 vote.
- V. **PRESENTATIONS**
 - A. Vero Beach High School Girls Lacrosse Team – Dr. Adams**
Vero Beach High School's Girls' Lacrosse Team and Coaches were recognized for their outstanding season that ended with the team winning their eighth, straight State Championship.
 - B. Independent Book Publishers Association Benjamin Franklin Award – Dr. Adams**
Mike and Beth Hofer, Vero Beach High School Teachers, were recognized for their nationally publicized children's book and audio set titled, "Major Manners Presents Nighttime Manners".
 - C. Florida School Nutrition Association "Nutrition Award" to Traci Simonton – Mr. McCarty**
The Nutrition Award from the Florida School Nutrition Association recognized Traci Simonton as a foodservice professional that showed enthusiasm, and who developed and implemented a Nutrition Education Activity with students at their school. Ms. Simonton was recognized by the Superintendent and District School Board for her State Award and for the ten-week, afterschool classes she taught to 4th and 5th grade students at Dodgertown Elementary School on nutrition.

D. Recognize Winners of Bus Safety Poster Contest – Mr. Millar

Mr. Millar stated that these awards were for the National School Bus Safety Week Art Contest, “At my stop you stop” 2013 theme. Superintendent and District School Board recognized the following students:

Division 1 Kindergarten through 2nd grade

3rd PI Jazmyne Pledger, 2nd grade, Vero Beach Elementary

2nd PI Ella Daugherty, 2nd grade, Vero Beach Elementary

1st PI Lisbeth Perez-Monter, 2nd grade, Vero Beach Elementary

Division 2nd through 5th grade

3rd PI Haley Gilbert, 4th grade, Rosewood Magnet

2nd PI Amber Turner, 5th grade, Glendale Elementary

1st PI Lisa Moscoso, 5th grade, Glendale Elementary

E. Model Pre-Kindergarten Classroom at Dodgertown Elementary School – Mrs. Falardeau, Education Foundation

Mrs. Falardeau presented a check in the amount of \$70,000 to fund an additional voluntary, pre-kindergarten classroom at Dodgertown Elementary School. The new classroom was a “model classroom” that would be used to bridge the community, including private care providers, with the process of advancing education of 4-year-old children. This project also aligned with the District’s Moonshot Moment Community Literacy Goal. Mrs. Falardeau recognized Patrice Stowe, Jennifer Jones, Kim McCorrison, Karen Fox, Anne Melanson, and Hope Woodhouse for their tireless dedication. She especially recognized the donors: John’s Island Community Service League, JIF, and private donors through the Education Foundation of Indian River County.

VI. CITIZEN INPUT

Elizabeth Cannon requested to speak on substitutes and respect.

Richard Marini requested to speak on Relay for Life.

M. Elena Marine requested to speak on Common Core curriculum.

Patti Sullivan requested to speak on Common Core.

James Sullivan requested to speak on Common Core.

Laura Zorc requested to speak on parent information night and Common Core.

Lamarre Notargiacomo requested to speak on Common Core.

John Featherstone requested to speak on Common Core.

Leslie Miller requested to speak on Common Core.

Teresa Pastor requested to speak on Common Core.

Denyse Armstead requested to speak on Common Core.

Dr. Adams stated that there were two parent information meetings scheduled one on June 3 and one on June 4 regarding Common Core. She said that the meetings would include an opportunity to take written questions and concerns. Dr. Adams asked parents to listen to the information that would be presented.

VII. CONSENT AGENDA

Chairman Johnson called for a motion. Mr. McCain moved approval of the Consent Agenda, with the deletion of Consent J and additions to the minutes under Consent a item 2. Ms. Jiménez seconded the motion. Ms. Jiménez said that she had an addition to the minutes listed under Consent A., item 2, Round Table Discussion, under D. held 5/14/2013. She asked that the minutes be amended to include that she requested to explore the use of an evaluation tool for the School Board Attorney and the recommendation was rejected by Board Corporate. The motion carried unanimously, with a 5-0 vote.

A. Approval of Minutes – Dr. Adams

1. 2013-2014 Board Priorities Budget Workshop held 5/9/13
2. Round Table Discussion held 5/14/2013
3. State of the District Workshop held 5/14/2013
4. Board Policies Discussion held 5/14/2013
5. Business Meeting held 5/14/2013

Superintendent recommended approval.

B. Approval of Personnel Recommendations – Ms. Roberts

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

C. Approval of 2013-2014 Transportation Service Agreement Renewal with Boys & Girls Clubs of Indian River County (B&GCIRC) – Mr. Morrison

Attached was the 2013-2014 Transportation Agreement with the Boys & Girls Clubs of Indian River (B&GCIRC). This agreement was to provide transportation for a one-year period from July 1, 2013, to June 30, 2014; and would allow the Boys & Girls Clubs of Indian River County to use the District's Transportation Services from designated pick-up locations to sites in Indian River County for Boys & Girls Clubs of Indian River sponsored programs. No cost to the District. Superintendent recommended approval.

D. Approval of Donations – Mr. Morrison

1. Beachland Elementary School received a donation in the amount of \$1,000 for the Beachland Elementary PTA. The funds would be used for the fifth grade Beachland Elementary students' field trip expenses.
2. Wabasso School received a donation in the amount of \$1,500 from Vero Beach Lodge No. 1774 Benevolent and Protective Order of Elks. The funds would be utilized for support educational experiences for the Wabasso School student body.
3. Dodgertown Elementary School received a donation in the amount of \$1,800 from the Mardy Fish Foundation. The funds would be used for enrichment activities for the Dodgertown Elementary afterschool program.
4. Sebastian River High School received a donation in the amount of \$1,500 from Florida's Finest Cars. The funds would be used by the Sebastian River High School's automotive department.

5. Highlands Elementary School received a donation in the amount of \$1,208 from the Rotary Club of Orchid Island. The funds would be used to continue the second grade Highland Elementary School students' swim lesson/water safety lessons beginning April 19 to May 31, 2013, at the Highlands Community Pool.

Superintendent recommended approval.

E. Approval of 2013-2014 Transportation Service Agreement Renewal with Gifford Youth Activity Center (GYAC) – Mr. Morrison

Attached was the 2013-2014 Transportation Agreement with the Gifford Youth Activity Center (GYAC). This agreement was to provide transportation for a one-year period from July 1, 2013, to June 30, 2014; and would allow the Gifford Youth Activity Center to use the School District's Transportation Services from designated pick-up locations to sites in Indian River County for Gifford Youth Activity Center sponsored programs. No cost to the District.
Superintendent recommended approval.

F. Approval of 2013-2014 Transportation Service Agreement Renewal with First United Methodist Church (FUMC) – Mr. Morrison

Attached was the 2013-2014 Transportation Agreement with the First United Methodist Church (FUMC). This agreement was to provide transportation services for their 2013 summer program. No cost to the District.
Superintendent recommended approval.

G. Approval of 2013-2014 Transportation Service Agreement Renewal with Environmental Learning Center (ELC) – Mr. Morrison

Attached was the 2013-2014 Transportation Agreement with the Environmental Learning Center (ELC). This agreement would provide transportation for a one-year period from July 1, 2013, to June 30, 2014; and would allow the ELC to use the School District's Transportation Services from designated pick-up locations to sites in Indian River County Environmental Learning Center sponsored programs. No cost to the District.
Superintendent recommended approval.

H. Approval of 2013-2014 Transportation Service Agreement Renewal with Dasie Bridgewater Hope Center, Inc. (DHC) – Mr. Morrison

Attached was the 2013-2014 Transportation Agreement with the Dasie Bridgewater Hope Center Inc. (DHC). This agreement would provide transportation for a one-year period from July 1, 2013, to June 30, 2014; and would allow the DHC to use the School District's Transportation Services from designated pick-up locations to sites in Indian River County for Dasie Bridgewater Hope Center Inc., sponsored programs. No cost to the District.
Superintendent recommended approval.

- I. Approval of the 2013-2014 Transportation Service Agreement Renewal with the Indian River County 4-H Assoc. (IRC 4-H) – Mr. Morrison**
Attached was the 2013-2014 Transportation Agreement with the Indian River County 4-H Assoc. (IRC 4-H). This agreement would provide transportation services for their 2014 summer program. No cost to the District. Superintendent recommended approval.
- J. Approval of Big Brothers Big Sisters Interagency Agreement Renewal for 2013-2015 – Mrs. D’Albora**
-Deleted-
- K. Approval of Out of County Charter Student Admissions, Imagine – Mrs. D’Albora**
Parent requested permission for his/her children to attend Imagine South Charter School in Indian River County. The students would attend from Osceola County. The release letters have been received from Osceola County and the approved acceptance to Imagine was attached. Superintendent recommended approval.
- L. Approval of Out of County Student Admissions – Mrs. D’Albora**
Parents requested permission for their children to attend schools in Indian River County. The approved out-of-county requests signed by the Principals of the requested schools and release letters from the students’ home County were attached. Of the seven students, four were currently attending schools in the District. One was a child of an employee. There were three, new students requesting to attend schools in Indian River County. Superintendent recommended approval.
- M. Approval of Students Requesting to Leave Indian River County Schools – Mrs. D’Albora**
Parents resided in Indian River County and were requesting permission for a total of eleven children to attend schools in Brevard County, St. Lucie County, and Okeechobee County. Superintendent recommended approval.
- N. Approval of Agreement with Environmental Learning Center for 2013-14 – Mrs. D’Albora**
The contract with Environmental Learning Center Contract was an agreement to provide environmental educational services to students during the 2013-2014 school year. The Environmental Learning Center (ELC) would instruct third and fourth grade students during an onsite visit to the ELC. Instruction was guided through the third grade students and an environmental education program for the fourth grade students entitled *Lagoon Days*. The contract amount would be on a per class basis; \$340.00 for each third grade class that attends and \$533.00 for each fourth grade class. Superintendent recommended approval.

O. Approval for Sebastian River High School Rowing Team to attend Scholastic National Regatta in Camden, New Jersey – Mrs. D’Albora

Sebastian River High School’s Rowing Team qualified to participate in Scholastic National Regatta. Ten student athletes and Coach Tom Lange would depart on May 22 and return on Sunday, May 26. All expenses for the trip were the responsibility of those attending and the booster organization that funded the program. Additional travel insurance was not needed due to the fact that the team was covered with the school’s membership in US Rowing. Superintendent recommended approval.

VIII. ACTION AGENDA

A. Approval of Final Order for Employee Termination Hearing held April 25, 2013 – Mrs. D’Agresta

Attached was the proposed Final Order as a result of the employee termination hearing held on April 25, 2013, involving Mr. Alan Seiden. Pursuant to Section 120.569(2)(I), Florida Statutes, a written Final Order must be entered by the District School Board within 90 days after the employee termination hearing was concluded.

Mr. Pegler moved approval of the Final Order for Employee Termination Hearing held April 25, 2013 involving Mr. Alan Seiden. Mr. McCain seconded the motion. Mrs. D’Agresta asked the Board if they had any questions. Chairman Johnson asked if there were any changes to the Findings of Fact. Mrs. D’Agresta said, “No”. Hearing no other questions, the Board voted unanimously in favor of the motion, with a 5-0 vote.

B. Approval of Resolution 2013-08 Accepting the Apportionment Plan of the Indian River County Metropolitan Planning Organization (MPO) – Mr. Morrison

In 2003 the Indian River County’s Metropolitan Planning Organization’s (MPO) Apportionment Plan was amended to add the School District of Indian River County as a voting member. On April 10, 2013, the MPO approved the attached Plan that also retained the current 12-member MPO voting structure prior to the Plan’s submission to the Florida Department of Transportation and the Governors’ Office for review, the Apportionment Plan must be accepted or rejected via Resolution by each general purpose government within the MPO area. Superintendent recommended approval.

Mr. Pegler moved approval of Resolution 2013-08 accepting the Apportionment Plan of the Indian River County Metropolitan Planning Organization. Mr. McCain seconded the motion. After discussing the issue, Mr. Pegler withdrew his motion and Mr. McCain withdrew his second.

Mrs. Disney-Brombach moved to postpone to a date certain, June 11, 2013, business meeting. Ms. Jiménez seconded the motion and it carried with a 4-1 vote. Ms. Jiménez, Mr. Pegler, Mrs. Disney-Brombach, and Mr. McCain voted in favor of the motion. Chairman Johnson voted against the motion.

C. Approval of Release of Final Payment to Pinnacle Construction of the Treasure Coast, LLC, for Osceola Magnet Metal Building System for Playground Project (2013-06) – Mr. Morrison

Approval was recommended for the release of Final Payment in the amount of \$18,102.00 to Pinnacle Construction of the Treasure Coast LLC for the completion of the Osceola Magnet Metal Building System for Playground Project (#2013-06). On January 22, 2013, the Board approved the Owner/Contractor Construction Agreement for this project with a Contract amount of \$84,678.00 (\$76,980.00 Contractors Bid Price / \$7,698.00 Owner Added Contingency); with the final construction cost for this project totaling \$76,980.00. The unused portion of the Owner Added Contingency, in the amount of \$7,698.00, was a savings to the District. Final payment of this project was being brought to the Board for approval in accordance with Florida Statute 1013.50. The final payment to the contractor consisted of the project retainage that was held until project completion. Superintendent recommended approval.

Mr. Pegler moved approval of the release of final payment to Pinnacle Construction of the Treasure Coast, LLC, for Osceola Magnet Metal Building System for Playground Project (2013-06). Mr. McCain seconded the motion and it carried unanimously, with a 5-0 vote.

D. Approval of District Evaluation Systems Monitoring Grant – Mrs. D’Albora

The School District of Indian River County was eligible to receive \$45,000 in funding through the District Evaluation Systems Monitoring Grant. The grant was available to all Race to the Top participating School Districts to train their school administrators on effective monitoring of their District’s Teacher Evaluation System. Race to the Top School Districts were to apply for sub-grants based on their FTE count of student population and to explain their plans for monitoring the Teacher Evaluation System in their District. The grant period was from May 15, 2013, through June 30, 2014. Superintendent recommended approval.

Mr. McCain moved approval of the District Evaluation Systems Monitoring grant. Mr. Pegler seconded the motion and it carried unanimously, with a 5-0 vote.

E. Approval to Rescind the Sustainable Communities Initiative, Memorandum of Understanding for the Southeast Florida Region – Chairman Johnson

Attached was a copy of the Memorandum of Understanding that was approved and signed by the Board at a regular School Board Meeting held August 10, 2010. Since that time, the Southeast Florida Regional Partnership was renamed to Seven/50 SE Florida Prosperity Plan. It was recommended that the School Board rescind the Memorandum of Understanding to clarify the Board's position. A copy of the minutes from the August 10, 2012, business meeting was also attached.

Ms. Jiménez moved approval to table this item until the Board had an opportunity to have a conversation on this issue. Mr. Pegler seconded the motion. The motion failed, with a 3-2 vote. Ms. Jiménez and Chairman Johnson voted in favor of the motion. Mrs. Disney-Brombach, Mr. Pegler, and Mr. McCain voted against the motion.

Mr. McCain moved approval to accept the recommendation to rescind the Sustainable Communities Initiative, Memorandum of Understanding for the Southeast Florida Region. Mrs. Disney-Brombach seconded the motion and it carried with a 4-1 vote. Mrs. Disney-Brombach, Mr. Pegler, Mr. McCain, and Chairman Johnson voted in favor of the motion. Ms. Jiménez voted against the motion.

IX. SUPERINTENDENT'S REPORT

Dr. Adams reported that certificates were given to Melissa Taylor's students who participated in the Dance Drama Inclusion Class at Sebastian River High School for working with the Fellsmere Exceptional Student Education students. They were not able to make it for tonight's meeting.

X. DISCUSSION

No items.

XI. SCHOOL BOARD MEMBER MATTERS – Chairman Johnson

Ms. Jiménez noted all of the wonderful activities taking place in the schools. She talked about the events she recently attended.

Mr. Pegler said, for the record, how much he appreciated those people who stayed for the entire meeting. He also read an article regarding the tornado tragedy and shooting incidents and the school teachers' heroic actions while risking their own lives.

Mrs. Disney-Brombach spotlighted a couple teachers in the District.

Chairman Johnson stated that she was thankful to have citizen input at meetings. She congratulated Dr. Adams and all District staff for the State's recognition for another year as a High-performing District.

XII. INFORMATION AGENDA

A. Monthly Facilities Report – Mr. Morrison

Attached was the monthly report.

B. Charter School Financials – Mr. Morrison

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

C. Financial Report for Month ending April 30, 2013 - Mr. Morrison

Attached was the Financial Report for the month ending April 30, 2013.

XIII. SUPERINTENDENT'S CLOSING

Dr. Adams stated that being an Academically High Perform School District started with the classroom. The recognition also included the District's financial audit reviews and class size compliance. Indian River was 1 of 18 in the entire 67 Districts to achieve this status. Dr. Adams congratulated to our 71 District retirees. She attended the Sebastian River High School's Top Ten Senior Luncheon. Dr. Adams said she was very proud of the Alternative Education Seniors who returned to their home schools to graduate with their class. She said that it had been a very frenzied year and she was looking forward to working together next year.

XIV. ADJOURNMENT – Chairman Johnson

With no further business, the meeting adjourned at approximately 7:40 p.m.

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CONSENT AGENDA 6/11/13

Personnel Recommendations

1. Instructional Changes

2. Instructional Leaves
Davis, Karen – Rosewood Magnet, 8/14/13-6/10/14
Franco, Joey – VBHS, extend to 5/27/13-6/7/13; 8/14/13-11/4/13
Hunt, Randall – ESE, 5/13/13-6/2/13
O'Brien, Crystal – Storm Grove Middle, 8/20/13-1/15/14
Shaw, Kristin – Storm Grove Middle 8/14/13-6/10/14
Walleshauser, JoAnn – Pelican Island, 5/27/13-6/9/13

3. Instructional Promotions

4. Instructional Transfers
Adams, Carrie – from SRHS Reading Teacher to VBHS English Teacher 8/14/13
Banack, Lynn Michelle – from VBE 4th Grade Teacher to .6 Glendale Title 1 Teacher 8/14/13
Bethel, Randy – from SRHS P.E. Teacher to VBHS Time Out Teacher 8/14/13
Bland, Tiffany – from Dodgertown 1st Grade Teacher to Glendale 3rd Grade Teacher 8/14/13
Coyle, Deborah – from Liberty Magnet 5th Grade Teacher to Treasure Coast 5th Grade Teacher 8/14/13
Daulby, William – from Treasure Coast 4th Grade Teacher to Liberty Magnet 4th Grade Teacher 8/14/13
Good, Christine Kelly – from VBE 4th Grade Teacher to .4 Title Glendale 1 Teacher 8/14/13
Graham, Lisa – from Glendale 3rd Grade Teacher to Gifford Middle Math Teacher 8/14/13
Honey, Cindy – from Liberty Magnet 1st Grade Teacher to Treasure Coast 1st Grade Teacher 8/14/13
Jones, Pam – from VBE 5th Grade Teacher to Glendale 3rd Grade Teacher 8/14/13
Loomis, Bethany – from Treasure Coast 3rd Grade Teacher to Beachland 3rd Grade Teacher 8/14/13
Staples, Claudia – from Treasure Coast 5th Grade Teacher to Beachland 3rd Grade Teacher 8/14/13
Wynn, Beth – from SRHS Reading Teacher to VBHS Reading Teacher 8/14/13

5. Instructional Separations
Boulden, Laurie – VBE, resignation 6/7/13
Carrington, Crystal – Citrus, resignation 6/7/13
Elder, Karla – SRHS, retirement 6/7/13, pending FRS attestation
Jacobsen, Kristi – Storm Grove Middle, resignation 6/7/13

- Lunsford, David – SRHS, retirement, exiting DROP 6/7/13
 McRae, Kathleen – Sebastian Elementary, retirement, exiting
 DROP 6/7/13
 Mortka, Bonnie – Dodgertown, retirement, entering DROP
 7/1/13
 Roberts, Jennifer – Fellsmere, resignation 6/7/13
 Schmidt, Barbara - Curriculum and Instruction, retirement
 6/7/13, pending FRS attestation
 Schmidt, Michael – Curriculum and Instruction, retirement
 6/7/13, pending FRS attestation
 Sipel, Cara – Curriculum and Instruction, retirement, exiting
 DROP 6/7/13
 Spencer, Loma – VBE, retirement, exiting DROP 6/28/13
 Thull, Kurt – Storm Grove Middle, resignation 6/7/13
 Wheeler, Autumn – Fellsmere, resignation 6/7/13
6. Instructional Employment
 Gouge, Emily – VBHS, Science Teacher 8/14/13
 Roberts, Jennifer – Substitute Teacher 8/20/13
 Wheeler, Autumn – Substitute Teacher 8/20/13
 Wiley, Kristin – VBHS, English Teacher 8/14/13
7. Support Staff Changes
8. Support Staff Leaves
 Detelus, Sarah – SRMS, 5/7/13-5/26/13
 Dowling, Rachel – VBE, change to 4/30/13-6/6/13
 Mandara, Elena – Fellsmere, 2/19/13-6/7/13
 Rhea, Dottie – Transportation, 8/20/13-6/6/14
9. Support Staff Promotions
10. Support Staff Transfers
 Johnson, Tangee – from Sebastian Elementary Custodian to
 Dodgertown Custodian 6/3/13
11. Support Staff Separations
~~Ausby, Ashley – Food Service Summer Feeding Program,
 Food Service Worker, terminated 5/10/13~~
 Fernandez, Fernando – SRMS, resignation 6/6/13
 Garcon, Junie – VBHS, resignation 6/7/13
 George, Estelle – VBE, retirement 6/6/13, pending FRS
 attestation
 Helmey, Jean – VBE, retirement 6/6/13, pending FRS
 attestation
 Keeton, Floyd – VBHS, retirement, exiting DROP 8/31/13
 Morrow, Donna – Student Services, retirement 1/7/14, pending
 FRS attestation
12. Support Staff Employment
 Buffington, Joann – VBE, Secretary I 6/17/13

El Zein, Hannah – VBHS, Drama Camp Student Worker 6/17/13
Evans, Ashley – VBHS, Drama Camp Student Worker 6/17/13
Leavitt, Alison - VBHS, Drama Camp Student Worker 6/17/13
Mahon, Katherine - VBHS, Drama Camp Student Worker 6/17/13
McDonald, Shae - VBHS, Drama Camp Student Worker 6/17/13
Millington, Samantha - VBHS, Drama Camp Student Worker
6/17/13

Rollins, Marissa - VBHS, Drama Camp Student Worker 6/17/13

13. Administrative Separations

Dugan, Mark – Treasure Coast, retirement, exiting DROP 6/28/13

14. Administrative Employment

15. The following for the 2013 Summer School Program:

ESE Extended School Year

SRHS

School Nurse (shared duty)	Cynthia Douglas Dorothy Hall
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Title 1 Summer Camp

Substitute Teacher	Tom Sarnoski
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Title 1 Pre-K/Kindergarten Transition Program

Sebastian Elementary

Teacher Assistant	Peta Williams
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Change Larrette Stradley from Teacher Assistant to Teacher

Summer VPK Program

VBE

Teacher	Melanie Reid
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Zero Robotics Summer Camp

Teacher	William Wallace Marsha Reese Teresa Rockwood
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3rd Grade Reading Camp

VBE

Teacher Assistant	Mona Vold
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Food Service Summer Feeding Program

VBE

Food Service Worker	Angela Ellis
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SRHS

Food Service Worker	Marian Williams
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16. It is recommended that Elizabeth Weatherstone be approved for half-time personal unpaid leave for the purpose of serving as President of the Indian River County Education Association (IRCEA) for the 2013-2014 school year, effective August 14, 2013,

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

17. Attached is a job description for a Network Security Specialist which will be a new position in the Information Technology Department.
18. It is recommended that the attached lists of Administrative, Instructional, Pro-Tech and Confidential Managerial reappointments be approved. Recommendations for non-renewals, reassignments and other conditional provisions affecting reappointment are identified under the recommendations column. The reappointment of employees assigned to grant-funded positions is contingent upon project funding.

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

NETWORK SECURITY SPECIALIST

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Bachelor's degree in a related field from an accredited educational institution and two (2) years of relevant experience in a related field or;
Associate's degree in a related field from an accredited educational institution and four (4) years of relevant experience in a related field or;
High school diploma and six (6) years relevant experience in a related field
- (2) Valid Florida's driver's license.
- (3) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of network access control (NAC) systems, firewalls, routers, incident response techniques, intrusion prevention systems, information security methodologies, authentication protocols and different attack types. Knowledge of system security vulnerabilities and remediation techniques, including penetration testing and the development of exploits. Knowledge in security engineering, system and network security, authentication and security protocols, cryptography, and application security. Ability to conduct security audits, risk analysis, vulnerability testing and security reviews. Ability to analyze security risks and develop response procedures. Ability to communicate orally and in writing. Ability to plan, organize and establish priorities related to the position. Ability to carry out job responsibilities and handle sensitive information in a confidential manner. Ability to work independently and make decisions with minimum supervision. Ability to handle multiple tasks in a professional and courteous manner. Ability to work cooperatively with others.

REPORTS TO:

Network Administrator

JOB GOAL

To implement, monitor, and support network security systems for the school district.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- (1) Monitor computer networks for security threats or unauthorized users.
- (2) Identify compromised machines and report on security measures taken to address threats.

NETWORK SECURITY SPECIALIST (Continued)

- (3) Develop and test software deployment tools, firewalls and intrusion detection systems.
- (4) Research, evaluate, recommend and implement security devices and procedures.
- (5) Install computer security software, conducting regular security audits, prepare security status reports, and educate users on computer security.
- (6) Create security documentation for users, assist in disaster recovery and gather evidence regarding cyber-crimes.
- (7) Supervise unauthorized access, modifications, misuse, or denial of the computer network and network-accessible resources.
- (8) Categorize all types of threats such as internal, external, intentional and unintentional threats and work to stop them.
- (9) Examine, evaluate, and deploy security technology, products, and integrated systems for safeguarding, supervising, assessing, and exploring the security of the IT assets.
- (10) Evaluate, review, and assess technology tool that support the IT security.
- (11) Establish security configuration baselines and standards.
- (12) Prepare network security and fraud reports by collecting, analyzing, and summarizing data and trends.
- (13) Identify security issues and risks, and develop mitigation plans.
- (14) Develop and interpret security policies and procedures.
- (15) Develop and deliver training materials and perform general security awareness and specific security technology training.
- (16) Evaluate and recommend new and emerging security products and technologies
- (17) Maintain and update the District's Incident Response Plan.
- (18) Participate in incident handling and response.
- (19) Upgrade security systems by monitoring network environment, identify gaps in protection, and implement enhancements.
- (20) Plan network security and fraud management systems by evaluating prevention, deterrent, detection, alert, profiling, and neural technologies; identifying risks, weaknesses, and suspicious activities; developing safeguard policies, procedures, and controls.

Employee Qualities/Responsibilities

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

Inter/Intra-Agency Communication and Delivery

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

NETWORK SECURITY SPECIALIST (Continued)

- (34) Serve as data communications liaison with schools, departments, vendors and service providers.

System Support

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

PHYSICAL REQUIREMENTS:

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

Job Description Supplement 01

TERMS OF EMPLOYMENT:

Professional Technical Pay Grade P6 250 days worked per year (12 months)

EVALUATION:

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

The following Administrative personnel are recommended as indicated by contract type and location for the 2013 / 2014 School Year. Recommendations for non-renewals are identified in the Recommendation column. Subsequent changes in facility location due to transfer or promotion will be reported on the regular Personnel Consent Agenda. Contract Status coding is as follows: PRB = Probationary and AC = Annual Contract.

Facility	Last Name	First Name	Contract Type	Job Title Description	Recommendation
0021	HUMPHREY	DAVID	AC	ASST PRINCIPAL FLC	AC
0021	HOFER	BETH	AC	ASST PRINCIPAL FLC	AC
0031	BIEBER	ANNE	AC	ASST PRINCIPAL SENIOR HIGH	AC
0031	AHRENS	GREGORY	AC	ASST PRINCIPAL SENIOR HIGH	AC
0031	ERICKSON	DAVID	AC	ASST PRINCIPAL SENIOR HIGH	AC
0031	O'KEEFE	SHAWN	AC	PRINCIPAL HIGH SCHOOL	AC
0031	TAYLOR	CHRISTOPHER	AC	ASST PRINCIPAL SENIOR HIGH	AC
0032	SHAW	RUTH	AC	COORD ADULT AND COMMUNITY ED	AC
0033	GILL	CALVIN	AC	PRINCIPAL FOR ALTERNATIVE EDUC	AC
0041	DILLON	DEBORAH	AC	PRINCIPAL ELEMENTARY SCHOOL	AC
0041	NORRIS	JENNIFER	AC	ASST PRINCIPAL ELEMENTARY	AC
0051	GOLDSTEIN	KATHLEEN	AC	PRINCIPAL ELEMENTARY SCHOOL	AC
0061	WAGNER	THERESA	AC	ASST PRINCIPAL ELEMENTARY	AC
0061	BARKER	CAROLINE	AC	PRINCIPAL ELEMENTARY SCHOOL	AC
0081	KINSLEY	CRAIG	AC	ASST PRINCIPAL MIDDLE SCHOOL	AC
0081	JONES	MINTOSHA	AC	ASST PRINCIPAL MIDDLE SCHOOL	AC
0081	DECKER	ROXANNE	AC	PRINCIPAL MIDDLE SCHOOL	AC
0101	DEL TUFO	SUSAN	AC1	ASST PRINCIPAL ELEMENTARY	AC
0101	ECHEVERRIA	RAMON	AC	PRINCIPAL ELEMENTARY SCHOOL	AC
0121	BROWNING	KEVIN	AC	PRINCIPAL ELEMENTARY SCHOOL	AC
0121	BERG	DEBORAH	AC	ASST PRINCIPAL ELEMENTARY	AC
0131	GOLLERY	THOMAS	AC	PRINCIPAL SPECIAL ED SCHOOL	AC
0141	TESKE	JONATHON	AC	PRINCIPAL ELEMENTARY SCHOOL	AC
0141	DIDOMIZIO	SUSANNA	AC	ASST PRINCIPAL ELEMENTARY	AC
0151	MCCORD	JANICE	AC	ASST PRINCIPAL ELEMENTARY	AC
0161	DAVID	CAROL	AC	ASST PRINCIPAL ELEMENTARY	AC
0161	SEELEY	AINSLEY	AC	PRINCIPAL ELEMENTARY SCHOOL	AC
0171	KRAMEK	DAVID	AC	PRINCIPAL MIDDLE SCHOOL	AC
0171	SHAW	BENNIE	AC	ASST PRINCIPAL MIDDLE SCHOOL	AC

Facility	Last Name	First Name	Contract Type	Job Title Description	Recommendation
0171	JONES	TODD	AC	ASST PRINCIPAL MIDDLE SCHOOL	AC
0191	HOYT	CHERYL	AC	ASST PRINCIPAL ELEMENTARY	AC
0191	WHITFIELD	LETITIA	AC	PRINCIPAL ELEMENTARY SCHOOL	AC
201	FAUST	ADAM	AC	PRINCIPAL ELEMENTARY SCHOOL	AC
0201	COOPER	JANAI	AC	ASST PRINCIPAL ELEMENTARY	AC
0221	WALKER	LYNETTE	AC	ASST PRINCIPAL ELEMENTARY	AC
0221	FANNIN	DIANE	AC	PRINCIPAL ELEMENTARY SCHOOL	AC
0271	BENNETT	DAWN	AC	ASST PRINCIPAL MIDDLE SCHOOL	AC
0271	SEYMOUR	ERIC	AC	PRINCIPAL MIDDLE SCHOOL	AC
0271	EVANS	CHARLES	AC	ASST PRINCIPAL MIDDLE SCHOOL	AC
0291	RACINE	TODD	AC	PRINCIPAL HIGH SCHOOL	AC
0291	WARD	KELLY	AC	ASST PRINCIPAL SENIOR HIGH	AC
0291	WILSON	WILLIAM	AC	ASST PRINCIPAL SENIOR HIGH	AC
0291	KEATON	JESSICA	AC	ASST PRINCIPAL SENIOR HIGH	AC
0291	BROWN	DARIYALL	AC	ASST PRINCIPAL SENIOR HIGH	AC
301	HARRIS	TAKEISHA	AC	PRINCIPAL ELEMENTARY SCHOOL	AC
0301	SIMPSON	SCOTT	AC	ASST PRINCIPAL ELEMENTARY	AC
341	BAYSURA	KELLY	AC	PRINCIPAL ELEMENTARY SCHOOL	AC
0341	BETHEL	ROBYN	AC	ASST PRINCIPAL ELEMENTARY	AC
0371	HART	DENNY	AC	ASST PRINCIPAL MIDDLE SCHOOL	AC
0371	IDLETTE-WILLIAMS	JENNIFER	AC	PRINCIPAL MIDDLE SCHOOL	AC
371	ROSARIO	JACQUELINE	AC	ASST PRINCIPAL MIDDLE SCHOOL	Non Renew
4000	MCCARTY	PATRICK	AC	DIR FOOD & NUTRITION SERVICES	AC
9002	FERRENTINO	MICHAEL	AC	EXEC DIR ESE & STUDENT SERVICE	AC
9006	EARMAN	JOHN	AC	DIR MAINTENANCE	AC
9008	MILLAR	GEORGE	AC	DIR TRANSPORTATION	AC
9200	BENNETT	JODY	AC	EXEC DIR CORE CURRICULUM	AC
9200	LONG	DEBORAH	AC	DIRECTOR, SECONDARY ED	AC
9200	MALITS	KAREN	AC	COORDINATOR OF TITLE PROGRAMS	AC
9200	KOHLSTEDT	CHRISTOPHER	AC	DIR, ASSESMENT&ACCOUNTABILITY	AC
9224	TORRES LOPEZ	LILLIAN	AC	DIR STUDENT SERVICES	AC
9300	MORRISON	CARTER	AC	ASST SUPT FINANCE	AC
9332	CHUMA	RICHARD	AC	DIR PURCHASING	AC
9400	ROBERTS	DENISE	AC	EXEC DIR HR	AC

Facility	Last Name	First Name	Contract Type	Job Title Description	Recommendation
9442	GREEN	BRUCE	AC1	EXEC DIR INSTR & INFO TECH	AC
9443	CONLEY	CHERYL	AC	COORDINATOR, PROF DEVELOPMENT	AC
9551	SANDERS	SCOTT	AC	DIR FACILITIES PLANNING & CONS	AC

The following instructional personnel are recommended as indicated by contract type and location for the 2013 / 2014 School Year. Recommendations for non-renewals are identified in the Recommendation column. Specific teaching assignments may change contingent upon student classroom requirements, budget constraints, and transfer requests. Subsequent changes in facility location due to transfer or promotion will be reported on the regular Personnel Consent Agenda. Contract Status coding is as follows: AC = Annual Contract and PRB = Probationary Contract.

Facility	Last Name	First Name	Contract	Job Title Description	Recommendation
21	CLOUGH	SARAH	AC	TEACHER SCIENCE SENIOR HIGH	AC
21	GLADING	BETHANY	PRB	GUIDANCE SENIOR HIGH	AC
21	HANLEY	EUGENE	PRB	TEACHER EXCEPTIONAL ED - VE	AC
21	HARRIS	DEMARCUS	AC	TEACHER PHYSICAL EDUCATION, SR	AC
21	LESLIE	ROBERT	AC	TEACHER IN-SCHOOL SUSPENSION,	AC
21	LUGO	MEGAN	AC	GUIDANCE SENIOR HIGH	AC
21	MOSBLECH	NICOLE	PRB	TEACHER SCIENCE SENIOR HIGH	AC
21	ZAKARIAN	JACKIE	AC	TEACHER SCIENCE SENIOR HIGH	AC
31	ACEVEDO	HERMINIO	AC	TEACHER FOREIGN LANGUAGE, SR H	AC
31	ADAMS	STEPHEN	PRB	TEACHER SCIENCE SENIOR HIGH	AC
31	ADAMS	JENNIFER	PRB	TEACHER SOCIAL STUDIES SR HIGH	AC
31	ADAMSKI	MARY	AC	TEACHER ART SENIOR HIGH	AC
31	CAMPIONE	MARIE	AC	TV PRODUCTION TEACHER	AC
31	DASHER	JAMES	PRB	TEACHER READING, SENIOR HIGH	Non Renew
31	DICKENS	DANIEL	PRB	TEACHER MATH SR HIGH	AC
31	FRANCO	JOEY	AC	TEACHER MATH SR HIGH	AC
31	GROODY	MICHAEL	PRB	TEACHER MATH SR HIGH	Non Renew - Certification AC
31	JANKOWSKI	LEONARD	AC	ATHLETIC DIRECTOR	AC
31	LESLIE	ROBERT	AC	TEACHER IN-SCHOOL SUSPENSION,	AC
31	MARTIN	JOHN	AC	TEACHER SCIENCE SENIOR HIGH	AC
31	WESTBERRY	JAMES	PRB	TEACHER MATH SR HIGH	AC
31	WOOD	HOLLY	AC	TEACHER LANGUAGE ARTS SR HIGH	AC
31	WOOD	ROBERT	AC	TEACHER TECHNOLOGY EDUCATION	AC
31	ZOLLER	MICHAEL	AC	ROTC INSTRUCTOR	AC
32	MITCHELL	TRACY	AC	TEACHER ADULT EDUCATION	AC
32	NELSON	KRISTEN	PRB	CAREER SPECIALIST	AC
32	SHIELDS	CHRISTI	AC	ADULT ED OCCUP OUTREACH COORD	AC
32	STASZEWSKI	ANN	PRB	TEACHER HEALTH OCCUPATIONS	AC
32	WIGGINS	KIMBERLY	AC	TEACHER ADULT EDUCATION	AC

33	NELSON-SODERMAN	ANGELIQUE	AC	TEACHER MATH SR HIGH	AC
33	SHANK	DAVID	PRB	TEACHER DROPOUT PREVENTION SR	AC
33	WILSON	KATHLEEN	AC	TEACHER EXCEPTIONAL ED - VE	AC
41	CHAVERS	MARY	PRB	TEACHER GRADE 1	AC
41	ERN	NATALIE	AC	TEACHER EXCEPTIONAL ED - VE	AC
41	NESPER	MEGAN	PRB	TEACHER GRADE 1	AC
41	STADNICK	GAIL	PRB	TEACHER GRADE 5	AC
41	STRANZIN	MEGAN	AC	TEACHER GRADE 1	AC
41	WOODSON	ANDREA	PRB	TEACHER EXCEPTIONAL EDUCATION	AC
41	ZEHR	LINDSAY	PRB	TEACHER GRADE 1	AC
51	OBERLINK	KEVIN	PRB	TEACHER GRADE 3	AC
51	PERAKES	TRICIA	PRB	TEACHER GRADE 3	AC
61	BROWN	SUSAN	PRB	TEACHER GRADE 5	AC
61	IACONO	DEBORAH	AC	TEACHER GRADE 1	AC
61	KEELER	JENNIFER	AC	TEACHER GRADE 3	AC
61	MCDONOUGH	FRANCES	AC	TEACHER GRADE 2	AC
61	PITZ	MARGARET	PRB	TEACHER GRADE 2	AC
81	ALEXANDER	JAMES	PRB	TEACHER MUSIC MIDDLE	AC
81	ANGE	SARA	PRB	GUIDANCE MIDDLE SCHOOL	AC
81	COYLE	LAURA	PRB	TEACHER READING MIDDLE	AC
81	DEMETER	NANCY	AC	TEACHER MATH MIDDLE	AC
81	JULIN	BONNIE	PRB	TEACHER READING MIDDLE	AC
81	KRAMEK	HOPE	PRB	TEACHER MATH MIDDLE	PRB
81	MARTIN	MICHAEL	PRB	TEACHER SOCIAL STUDIES MIDDLE	AC
81	PERRINO	SUSANNE	AC	TEACHER MATH MIDDLE	AC
81	RICHARDSON	VERONICA	AC	TEACHER SCIENCE MIDDLE	AC
81	ROBB	JILL	AC	TEACHER EXCEPTIONAL EDUCATION	AC
81	VANDYKE	HEATHER	AC	TEACHER TECHNOLOGY EDUCATION	AC
101	ARBUCKLE	NATALIE	PRB	TEACHER GRADE 4	AC
101	CARLSEN	TIFFANY	PRB	TEACHER GRADE 4	AC
101	CONLEY	KRISTY	AC	TEACHER KINDERGARTEN	AC
101	CUMMINGS	CHRISTOPHER	PRB	TEACHER GRADE 3	AC
101	DIMATTEO	EMILY	PRB	TEACHER PHYSICAL EDUCATION ELE	AC
101	FRAGA	SABRINA	PRB	TEACHER GRADE 1	PRB
101	GILLEN	SHANNON	AC	TEACHER PHYSICAL EDUCATION ELE	AC

101	KLEIN	SHARON	AC	TEACHER EXCEPTIONAL ED - VE	AC
101	MEJIA	KELLI	PRB	TEACHER GRADE 4	AC
101	TESSIER	NICOLE	PRB	TEACHER GRADE 3	AC
101	WICKHAM	DENISE	AC	TEACHER GRADE 4	AC
101	WILLIAMS	MALLORY	AC	TEACHER GRADE 5	AC
101	ZAMORA	BRENDA	AC	TEACHER GRADE 3	AC
121	BELLA	NATALIE	PRB	TEACHER GRADE 3	Non Renew
121	BROOMELL	KARI	AC	TEACHER GRADE 4	AC
121	BULLARD	REUN	AC	TEACHER GRADE 4	AC
121	DEAQUAIR	REBECCA	PRB	TEACHER EXCEPTIONAL ED AUTISM	AC
121	HUDSON	AUDESTINE	AC	TEACHER GRADE 5	AC
121	LOTT	DIANE	AC	TEACHER EXCEPTIONAL ED PK HDC	AC
121	SHELHAMER	TIFFANY	AC	TEACHER GRADE 2	AC
121	SINDONE	KARI	AC	TEACHER KINDERGARTEN	AC
121	ST PETERY	SHERRY	PRB	TEACHER MUSIC ELEMENTARY	PRB
121	WEBER	TAYLOR	PRB	TEACHER GRADE 5	AC
121	WERAGODA	BETHAN	PRB	TEACHER GRADE 4	AC
131	GUARAGNA	GERALDINE	PRB	TEACHER EXCEPTIONAL ED - VE	AC
141	ANDERSON	PENELOPE	PRB	SPEECH & LANGUAGE PATHOLOGIST	AC-Non Renew
141	BEVAN	DEBORAH	AC	TEACHER KINDERGARTEN	AC
141	BROXTON	JAMES	AC	TEACHER PHYSICAL EDUCATION ELE	AC
141	DAVIS	LEIGH ANNE	AC	TEACHER GRADE 5	AC
141	DECOSA	LISA	PRB	TEACHER EXCEPTIONAL ED AUTISM	AC
141	DUNDERDALE	MICHELLE	AC	TEACHER GRADE 1	AC
141	FITZGERALD	KELLY	AC	TEACHER KINDERGARTEN	AC
141	JENKINS	CARISA	PRB	TEACHER GRADE 3	AC
141	KENNEDY	MEGAN	AC	TEACHER KINDERGARTEN	AC
141	KOPPELMAN	RENE	AC	TEACHER GRADE 4	AC
141	MATHENY	LYNDSEY	PRB	TEACHER GRADE 2	AC
141	MCVEE	KRISTEN	PRB	TEACHER EXCEPTIONAL ED - VE	AC
141	O'CONNELL	MICHELLE	PRB	TEACHER GRADE 2	AC
141	POPLAR	AMY	AC	TEACHER EXCEPTIONAL ED - VE	AC
141	RAILTON	TAMMY	AC	TEACHER EXCEPTIONAL ED AUTISM	AC
141	RONDEAU	JOANN	PRB	TEACHER TITLE 1 RESOURCE	AC
151	CANTLON	JESSICA	AC	TEACHER GRADE 3	AC

151	EVANS	SARAH	AC	TEACHER GRADE 1	AC
151	GEARY	JESSICA	PRB	TEACHER EXCEPTIONAL ED PK HDC	AC
151	GERMANO	CHRISTINA	AC	TEACHER GRADE 1	AC
151	GREEN	GAYLE	PRB	TEACHER GRADE 2	AC
151	KEYSER	ANN	PRB	TEACHER GRADE 2	AC
151	KNAPPMAN	MARY KAY	AC	TEACHER EXCEPTIONAL ED PK HDC	AC
151	LEON	ALFREDO	PRB	TEACHER MUSIC ELEMENTARY	AC
151	MATHENY	RON	PRB	TEACHER PHYSICAL EDUCATION ELE	AC
151	PINHO	ASHLEY	PRB	TEACHER EXCEPTIONAL ED PK HDC	AC
151	ROWE	KELLEY	AC	TEACHER EXCEPTIONAL ED - VE	AC
151	SWANIGAN	DENISE	AC	TEACHER GRADE 5	AC
151	THIELMANN	KAREN	PRB	TEACHER GRADE 4	AC
151	WOODALL	KATHRYN	AC	TEACHER GRADE 5	AC
161	BERWICK	CARI	AC	TEACHER GRADE 2	AC
161	GLASS	JENNIFER	AC	TEACHER KINDERGARTEN	AC
161	GOOD	CHRISTINE	AC	TEACHER GRADE 4	AC
161	HAYNES	AMANDA	AC	TEACHER EXCEPTIONAL ED PK HDC	AC
161	KEELEY	SHARON	AC	TEACHER GRADE 2	AC
161	LASKY	KIMBERLY	AC	TEACHER EXCEPTIONAL ED PK HDC	AC
161	LINDSEY	BRITTANY	PRB	TEACHER GRADE 4	AC
161	RIDDICK	JENNIFER	PRB	TEACHER EXCEPTIONAL ED PK HDC	AC
161	RUDIGER	CASSIE	AC	TEACHER EXCEPTIONAL ED - VE	AC
161	SHEMO	DOLORES	AC	TEACHER PRE-K	AC
161	SITKOWSKI	MARY ANNE	AC	TEACHER GRADE 1	AC
161	WHELAN	KELSEY	AC	TEACHER GRADE 3	AC
171	FAILLA	TIMOTHY	AC	TEACHER SOCIAL STUDIES MIDDLE	AC
171	GREENWAY	BROOKS	AC	TEACHER PHYSICAL EDUCATION MID	AC
171	HERGOTT	JORDANA	AC	TEACHER MATH MIDDLE	AC
171	KINKLE	ETHAN	PRB	TEACHER MUSIC MIDDLE	AC
171	ROACHE	GLENN	AC	TEACHER EXCEPTIONAL ED - VE	AC
171	ROJAS	JUAN	PRB	TEACHER FOREIGN LANGUAGE, MIDD	AC
171	SANFORD	ZACHARY	AC	TEACHER PHYSICAL EDUCATION MID	AC
171	SLEEPER	MELISSA	AC	TEACHER SCIENCE MIDDLE	AC
171	VALENCIA	ANA	AC	GUIDANCE MIDDLE SCHOOL	AC
171	WHITE	ANNEMARIE	PRB	TEACHER SOCIAL STUDIES MIDDLE	AC

191	BOGGAN	TREVA	PRB	TEACHER EXCEPTIONAL ED - VE	AC
191	ESSIG	PAULA	AC	TEACHER GRADE 5	AC
191	HANSEN	LISA	AC	SPEECH & LANGUAGE PATHOLOGIST	AC
191	OGILVIE	JACQUELYN	PRB	TEACHER GRADE 4	AC
191	STONOM	LEA	PRB	TEACHER KINDERGARTEN	AC
191	STRAZZULLA	JENNIFER	AC	TEACHER ART ELEMENTARY	AC
201	ANDRADE	JEANICE	PRB	TEACHER KINDERGARTEN	AC
201	DAVIS	KERRIE	AC	TEACHER GRADE 5	AC
201	IRISH	DEBORAH	AC	TEACHER EXCEPTIONAL ED - VE	AC
201	JIRUSKA	AMANDA	AC	TEACHER EXCEPTIONAL ED - VE	AC
201	KALMEWICKI	MIRIAM	PRB	TEACHER GRADE 2	AC
201	LUNA	SOCORRO	PRB	TEACHER GRADE 2	AC
201	OGLE	CYNTHIA	PRB	TEACHER GRADE 1	AC
201	ROCHON	LAURA	PRB	TEACHER GRADE 3	AC
201	ROESER	PATRICIA	PRB	TEACHER GRADE 1	PRB
221	AKIENS	TARRENCE	PRB	TEACHER TITLE 1 RESOURCE	PRB
221	BIALOS	JENNIFER	PRB	TEACHER KINDERGARTEN	AC
221	KESTENBAUM	ROBIN	PRB	TEACHER GRADE 1	AC
221	POTTER	JENNIFER	PRB	TEACHER EXCEPTIONAL ED - VE	Non Renew
221	RILEY	ALLISON	PRB	TEACHER EXCEPTIONAL ED - VE	PRB
221	WALKER	AMY	AC	TEACHER GRADE 3	AC
221	WHIPPLE	RORY	AC	TEACHER PHYSICAL EDUCATION ELE	Non Renew
271	BROWN	MICHELLE	PRB	BAND DIRECTOR - MIDDLE	AC
271	BURLISON	MEGAN	PRB	GUIDANCE MIDDLE SCHOOL	AC
271	GOODMAN	ASHLEY	AC	TEACHER MUSIC MIDDLE	AC
271	HOFER	MICHAEL	AC	TEACHER MATH MIDDLE	AC
271	HOLLY	SUSAN	PRB	TEACHER SCIENCE MIDDLE	AC
271	KORNICKS	HARVEY	PRB	TEACHER ART MIDDLE	AC
271	MASTERSON	SCHLESE	PRB	TEACHER SCIENCE MIDDLE	PRB
271	PERRINO	SUSANNE	AC	TEACHER MATH MIDDLE	AC
271	REESE	MARSHA	PRB	TEACHER SOCIAL STUDIES MIDDLE	AC
291	ADAMS	CARRIE	AC	TEACHER READING, SENIOR HIGH	AC
291	DIPARDO	SARA	AC	ASSISTANT BAND DIRECTOR SHS	AC
291	GEBHARDT	KRISTIN	AC	TEACHER EXCEPTIONAL ED - VE	AC
291	HOWDER	CELESTE	PRB	TEACHER READING, SENIOR HIGH	AC

291	JOHNSTON	DAVID	PRB	TEACHER SOCIAL STUDIES SR HIGH	AC
291	LAWS	RANDY	AC	ROTC INSTRUCTOR	AC
291	NGOM	KERILYN	PRB	TEACHER LANGUAGE ARTS SR HIGH	AC
291	NYSTROM	KAREN	PRB	TEACHER EXCEPTIONAL ED - VE	Non Renew
291	OMANS	JANE	AC	TEACHER LANGUAGE ARTS SR HIGH	AC
291	PENA	ALEIDA	AC	MIGRANT SECONDARY ADVOCATE	AC
291	PETTIS	DAVID	PRB	TEACHER IN-SCHOOL SUSPENSION,	PRB
291	ROUX	GARRETT	PRB	TEACHER TECHNOLOGY EDUCATION	AC
291	STANLEY	LARRY	PRB	TEACHER MUSIC SENIOR HIGH	AC
291	TORRES	HECTOR	PRB	TEACHER FOREIGN LANGUAGE, SR H	AC
291	VIVIRITO	NICHOLAS	AC	TEACHER MATH SR HIGH	AC
291	WALLACE	WILLIAM	AC	TEACHER SCIENCE SENIOR HIGH	AC
301	SWARTZ	KIMBERLY	AC	TEACHER EXCEPTIONAL ED AUTISM	AC
341	CASSARA	REGINA	AC	TEACHER KINDERGARTEN	AC
341	DUNN	CASEY	PRB	TEACHER GRADE 2	AC
341	HORTON	MICHELE	PRB	TEACHER GRADE 4	AC
341	PALMER	REBECCA	AC	TEACHER GRADE 2	AC
341	RAMOS	STACY	AC	TEACHER GRADE 4	AC
371	BASTOS	MARIA	PRB	TEACHER LANGUAGE ARTS MIDDLE	AC
371	BRADLEY	SONYA	PRB	TEACHER READING MIDDLE	PRB
371	BROWNING	CARLEAN	PRB	TEACHER SCIENCE MIDDLE	AC
371	DAWSON	RYAN	PRB	TEACHER SOCIAL STUDIES MIDDLE	AC
371	GAMMELL	CARRIE	AC	TEACHER READING MIDDLE	AC
371	KENDRICK	MEGAN	AC	TEACHER READING MIDDLE	AC
371	NATHANIEL	SHANA	AC	TEACHER EXCEPTIONAL ED - VE	AC
371	POST	JOSHUA	PRB	TEACHER MATH MIDDLE	AC
371	RAMOS	EDDY	PRB	TEACHER SCIENCE MIDDLE	AC
371	SHAW	KRISTIN	AC	TEACHER SCIENCE MIDDLE	AC
371	WASHINGTON	MICHELL	AC	GUIDANCE MIDDLE SCHOOL	AC
9002	COOK	CHRISTINE	AC	RESOURCE SPECIALIST	AC

The following Confidential/Managerial and Professional Technical personnel are recommended as indicated by contract type and location for the 2013 / 2014 School Year. Recommendations for non-renewals are identified in the Recommendation column. Subsequent changes in facility location due to transfer or promotion will be reported on the regular Personnel Consent Agenda. Contract Status coding is as follows: PRB = Probationary and AC = Annual Contract.

Facility	Last Name	First Name	Contract Type	Job Title Description	Recommendation
0021	LADOW	WILLIAM	AC	STUDENT SUPPORT SPECIALIST 10	AC
0031	HUTCHISON	ANNETTE	AC	ADMIN ASSISTANT PRINCIPAL	AC
0031	MESLEY	EUGENE	AC	FACILITIES COORDINATOR	AC
0031	HEDGECOCK	DONNA	AC	SCHOOL SOCIAL WORKER PROTECH	AC
0031	BEWERSDORF	ALLAN	AC	ATHLETIC TRAINER	AC
0031	CORRIGAN	CRYSTAL	AC	AUDITORIUM DIRECTOR	AC
0031	GRETO	MICHAEL	AC	EDUCATION TECHNOLOGY SPEC	AC
0031	BERMUDEZ	GRACE	AC	ESE SIGN LANGUAGE INTERPRETER	AC
0031	TANNER	JAIME	AC	STUDENT SUPPORT SPECIALIST 10	AC
0032	MUSSELWHITE	BARBARA	AC	SUPERVISOR EXT DAY PROG	AC
0032	CLARK	JOE	AC	EDUCATION TECHNOLOGY SPEC	AC
0032	MERRITTS	LESLIE	AC	DIRECTOR OF LPN PROGRAM	AC
0032	THIGPEN	SUSAN	AC	SUPERVISOR EXT DAY PROG	AC
0033	MILLER	JANIS	AC	ADMIN ASSISTANT PRINCIPAL	AC
0033	ROSATO	JOSEPH	AC	STUDENT SUPPORT SPECIALIST 10	AC
0041	BURNS	CAROL	AC	ADMIN ASSISTANT PRINCIPAL	AC
0051	MERCER	JAYMIE	AC	ADMIN ASSISTANT PRINCIPAL	AC
0051	KING	IVY	AC	STUDENT SUPPORT SPECIALIST 10	AC
0061	RICE	BETHANY	AC	ADMIN ASSISTANT PRINCIPAL	AC
0081	CRAWFORD	MARIA	AC	ADMIN ASSISTANT PRINCIPAL	AC
0081	CRAWFORD	KEVIN	AC	STUDENT SUPPORT SPECIALIST 10	AC
0081	MYERS	WILLIAM	AC	EDUCATION TECHNOLOGY SPEC	AC
0101	MARSIGLIA	JUDITH	AC	ADMIN ASSISTANT PRINCIPAL	AC
0101	MICKET	ALEJANDRINA	AC	SCHOOL SOCIAL WORKER PROTECH	AC
0101	BLANCO	JOSE	AC	MIGRANT PARENT SPECIALIST	AC
0121	JOBE	CHARLOTTE	AC	ADMIN ASSISTANT PRINCIPAL	AC
0121	O'SHEA	JEANMARIE	AC	STUDENT SUPPORT SPECIALIST 10	AC
0131	KAHN	BRENDA	AC	ADMIN ASSISTANT PRINCIPAL	AC

Facility	Last Name	First Name	Contract Type	Job Title Description	Recommendation
0131	REMY	ALEJANDRO	AC	STUDENT SUPPORT SPECIALIST 10	AC
0141	DUNTON	BETH	AC	ADMIN ASSISTANT PRINCIPAL	AC
0141	WILLIAMS	ANDREA	AC	SCHOOL SOCIAL WORKER PROTECH	AC
0141	DAVENPORT	COLLEEN	AC	STUDENT SUPPORT SPECIALIST 10	AC
0151	GOLLNICK	CAROL	AC	ADMIN ASSISTANT PRINCIPAL	AC
0151	KELLER	JOHN	AC	STUDENT SUPPORT SPECIALIST 10	AC
0161	HOLMES	YVETTE	AC	ADMIN ASSISTANT PRINCIPAL	AC
0161	ALTER	ARLEEN	AC	SCHOOL SOCIAL WORKER PROTECH	AC
0171	ANDERSON	LYNN	AC	ADMIN ASSISTANT PRINCIPAL	AC
0171	JACKMAN	DARCEL	AC	EDUCATION TECHNOLOGY SPEC	AC
0171	CHAPMAN	MILLIE	AC	STUDENT SUPPORT SPECIALIST 10	AC
0191	RAWLEY	LYNN	AC	ADMIN ASSISTANT PRINCIPAL	AC
0191	ADKINS	ANTOINE	AC	STUDENT SUPPORT SPECIALIST 10	AC
0201	BEASLEY	SANDRA	AC	ADMIN ASSISTANT PRINCIPAL	AC
0201	D'AMBRA	SARAH	AC	STUDENT SUPPORT SPECIALIST 10	AC
0221	GIOFFRE	ELIZABETH	AC	ADMIN ASSISTANT PRINCIPAL	AC
0221	PAYNE	NINA	AC	STUDENT SUPPORT SPECIALIST 10	AC
0271	HOFFHINE	ARLINE	AC	ADMIN ASSISTANT PRINCIPAL	AC
0271	PENAGOS	JORGE	AC	EDUCATION TECHNOLOGY SPEC	AC
0271	WALKER	LAVONNE	AC	STUDENT SUPPORT SPECIALIST 10	AC
0291	CHRISTOPHERSEN	VICTORIA	AC	SCHEDULING TECHNICIAN	AC
0291	BARBER	KAREN	AC	ADMIN ASSISTANT PRINCIPAL	AC
0291	LANGE	HILARY	AC	ATHLETIC TRAINER	AC
0291	BANGERT	KURT	AC	EDUCATION TECHNOLOGY SPEC	AC
0291	KEELING	MICHELE	AC	STUDENT SUPPORT SPECIALIST 10	AC
0291	MELLIN	ROBERT	AC	EDUCATION TECHNOLOGY SPEC	AC
0301	WATSON	GLENDA	AC	ADMIN ASSISTANT PRINCIPAL	AC
0341	BACHMANN	SUSAN	AC	ADMIN ASSISTANT PRINCIPAL	AC
0341	ARMS	RANDALL	AC	STUDENT SUPPORT SPECIALIST 10	AC
0371	FLECKENSTEIN	LESLIE	AC	ADMIN ASSISTANT PRINCIPAL	AC
0371	PEARSON	BENJAMIN	AC	EDUCATION TECHNOLOGY SPEC	AC
0371	STULL	THOMAS	AC	STUDENT SUPPORT SPECIALIST 10	AC
4000	JONES	LISA	AC	EDUCATION TECHNOLOGY SPEC	AC
4000	SANTORO	DIANE	AC	FOOD&NUTRITION SVCS NUTR SPEC	AC

Facility	Last Name	First Name	Contract Type	Job Title Description	Recommendation
4000	BESANCON	RHONDA	AC	FOOD SERVICE SPECIALIST	AC
4000	SIMONTON	DAVID	AC	FOOD SERVICE MANAGER MIDDLE SC	AC
4021	ROGERS	CHRISTINE	AC	FOOD SERVICE MANAGER HIGH SCHO	AC
4031	FARNSWORTH	WILLIAM	AC	FOOD SERVICE MANAGER HIGH SCHO	AC
4041	SMITH	SHEILA	AC	FOOD SERVICE MANAGER ELEM	AC
4061	ASPROMONTE	CINDY	AC	FOOD SERVICE MANAGER ELEM	AC
4081	BREGE	ARLINE	AC	FOOD SERVICE MANAGER MIDDLE SC	AC
4101	BAKER	HELENA	AC	FOOD SERVICE MANAGER ELEM	AC
4121	DOTY	BETTY	AC	FOOD SERVICE MANAGER ELEM	AC
4141	FARNSWORTH	DONNA	AC	FOOD SERVICE MANAGER ELEM	AC
4151	PRESSLEY	NATARSHA	AC	FOOD SERVICE MANAGER ELEM	AC
4171	HUMPHREY	TAMMY	AC	FOOD SERVICE MANAGER MIDDLE SC	AC
4191	WASHINGTON	WENDY	AC	FOOD SERVICE MANAGER ELEM	AC
4201	WILLIAMS	MICHAEL	AC	FOOD SERVICE MANAGER ELEM	AC
4221	SHELLY	SHERMAN	AC	FOOD SERVICE MANAGER ELEM	AC
4271	SIMONTON	DAVID	AC	FOOD SERVICE MANAGER MIDDLE SC	AC
4291	WYNN	WILLIAM	AC	FOOD SERVICE MANAGER HIGH SCHO	AC
4301	TOPERZER	MELLISA	AC	FOOD SERVICE MANAGER ELEM	AC
4341	BRENTON	SUSAN	AC	FOOD SERVICE MANAGER ELEM	AC
4371	REGAN	MIREILLE	AC	FOOD SERVICE MANAGER, HS W/ELD	AC
9002	MCDONALD	ELLEN	AC	ADMINISTRATIVE ASSISTANT, DIST	AC
9002	DONOVAN	MARGARET	AC	SCHOOL PSYCHOLOGIST	AC
9002	NEVILLE	JOHN	AC	ESE SIGN LANGUAGE INTERPRETER	AC
9002	COURT	SUSAN	AC	OCCUPATIONAL THERAPIST	AC
9002	MCGILL	LAURA	AC	PROGRAM SPECIALIST	AC
9002	GETZ	ERICA	AC	PHYSICAL THERAPIST	AC
9002	MCCORRISON	KIMBERLY	AC	SCHOOL READINESS COORDINATOR	AC
9002	SESACK	PIPER	AC	OCCUPATIONAL THERAPIST	AC
9002	HEKTNER	MARY	AC	PROGRAM SPECIALIST	AC
9002	ROBISON	JAMES	AC	PROGRAM SPECIALIST	AC
9002	MCHENRY	GAIL	AC	OCCUPATIONAL THERAPIST	AC
9002	DONELSON	ROBERTA	AC	STUDENT SUPPORT SPECIALIST 10	AC
9002	HARRIS	KATHLEEN	AC	OCCUPATIONAL THERAPIST	AC
9002	WALSH	THERESA	AC	OCCUPATIONAL THERAPIST	AC

Facility	Last Name	First Name	Contract Type	Job Title Description	Recommendation
9002	CUSSON	PATRICIA	AC	OCCUPATIONAL THERAPIST	AC
9002	BERTAUX	LUANN	AC	STUDENT SUPPORT SPECIALIST 10	AC
9002	KISTLER	RACHELLE	AC	PROGRAM SPECIALIST	AC
9006	THOMPSON	KENNETH	AC	SITE COORDINATOR	AC
9006	ESKEW	DONALD	AC	ELECTRICAL/HVAC COORDINATOR	AC
9008	FINK	JOHNNY	AC	GARAGE COORDINATOR	AC
9008	DAVIS	ALPHONSO	AC	DRIVER TRAINER & SAFETY OFFICE	AC
9008	MCCUTCHEN	ANGELA	AC	DRIVER TRAINER & SAFETY OFFICE	AC
9008	HERNDON	PATSY	AC	TRANSPORTATION COMPUTER TECHN	AC
9100	STANG	JUDY	AC	EXECUTIVE ASST TO SCHOOL BOARD	AC
9101	POYSELL	PEGGY	AC	EXECUTIVE ASST FOR SUPERINTEND	AC
9200	BATORY	CAMILLE	AC	EXEC ASST FOR ASST SUPT CURRIC	AC
9200	SHAW	PATRICIA	AC	STAFF DEVELOPMENT SPECIALIST	AC
9200	BLANCO	ALICE	AC	PROJECT SPECIALIST	AC
9224	CRAWFORD	TRACY	AC	SCHOOL SOCIAL WORKER PROTECH	AC
9224	KELLER	RENEE	AC	SCHOOL PSYCHOLOGIST	AC
9224	ROBISON	JAMES	AC	DISTRICT PSYCHOLOGIST	AC
9224	KRAMEK	MARY	AC	SCHOOL PSYCHOLOGIST	AC
9224	HAYES	CHRISTINA	AC	DISTRICT PSYCHOLOGIST	AC
9224	MCGOUGH	TRACI	AC	SCHOOL PSYCHOLOGIST	AC
9224	SCHRODER	RALPH	AC	SCHOOL PSYCHOLOGIST	AC
9224	ALMORE	REBECCA	AC	SCHOOL PSYCHOLOGIST	AC
9224	SHOR	EBAN	AC	SCHOOL PSYCHOLOGIST	AC
9224	DONAR	DIANE	AC	SCHOOL PSYCHOLOGIST	AC
9224	MILLER	CLAIRE	AC	SCHOOL PSYCHOLOGIST	AC
9224	ROJAS	JESSICA	AC	SCHOOL PSYCHOLOGIST	AC
9224	ROOKS	TIFFANY	AC	HEALTH SERVICES COORDINATOR	AC
9300	JUSTEN	LYNN	AC	EXEC ASST FOR ASST SUP FIN	AC
9300	TITUS	SUSANNE	AC	BUDGET ANALYST	AC
9300	ALLEN	LAURA	AC	PAYROLL MANAGER	AC
9300	ATKINS	CHARLENE	AC	ACCOUNTING MANAGER GL	AC
9300	ALDERMAN	DONNA	AC	ACCOUNTING SPECIALIST II	AC
9300	SIMPSON	ELOISE	AC	ACCOUNTING MANAGER SP	AC
9300	WATERS	ANGELA	AC	ACCOUNTING SPECIALIST II	AC
9300	HEATON	KATHERINE	AC	ACCOUNTS PAYABLE MANAGER	AC

Facility	Last Name	First Name	Contract Type	Job Title Description	Recommendation
9300	MILLER	STEPHANIE	AC	ACCOUNTING SPECIALIST I	AC
9332	COPEMAN	KIMBERLY	AC	PROPERTY RECORDS COORDINATOR	AC
9332	THOMPSON	CLARENCE	AC	WAREHOUSE FOREMAN	AC
9332	BRIDWELL	WILLIAM	AC	SUPV PRINT SHOP & RECORDS	AC
9400	MARTIN	SUSAN	AC	EXEC ASST FOR ASST SUPT HR	AC
9400	MCINTYRE	PHYLLIS	AC	CERTIFICATION ANALYST	AC
9400	SMELTZER	JOSHIWA	AC	POSITION CONTROL & STAFFING SP	AC
9442	NIGRO	KELLEY	AC	ADMIN ASSISTANT, IT	AC
9442	SIFFORD	WILEY	AC	DISTRICT TV PRODUCTION COORD	AC
9442	MCKENZIE	TIFFANY	AC	EDUCATION/INSTRUCTION ANALYST	AC
9442	SERRAO	MICHAEL	AC	SUPPORT TECHNICIAN	AC
9442	BALSAMO	THOMAS	AC	SUPPORT TECHNICIAN	AC
9442	PETROVICH	STANKA	AC	PROGRAMMER / ANALYST I	Non Renew
9442	JACKSON	PETER	AC	NETWORK ADMINISTRATOR	AC
9442	MARTIN	BENITA	AC	SYSTEMS/ANALYST II	AC
9442	WILLIAMS	STEVEN	AC	OPERATIONS ANALYST	AC
9442	WILLIAMS	KEITH	AC	SYSTEMS/ANALYST II	AC
9442	ENGLISH	LETICIA	AC	COMPUTER PROGRAMMER I	AC
9442	ANNAM	RAVI	AC	WEB MASTER	AC
9442	MARINEZ	CHARLES	AC	EDUCATION TECHNOLOGY SPEC	AC
9442	ROBINSON	ELMER	AC	SYSTEMS SUPPORT TECH	AC
9442	THOMPSON	SHANE	AC	EDUCATION TECHNOLOGY SPEC	AC
9442	HISER	CHRISTOPHER	AC	DISTRICT TV PRODUCTION COORD	AC
9442	MULANAX	SEAN	AC	SYSTEMS SUPPORT TECH	AC
9442	CLEARY	VIVIAN	AC	PROGRAMMER / ANALYST I	AC
9442	BENDER	BRIAN	AC	SYSTEMS ADMINISTRATOR	AC
9442	MELCHIORI	NICHOLAS	AC	EDUCATION TECHNOLOGY SPEC	AC
9442	GAMEZ	AARON	AC	COMPUTER PROGRAMMER I	AC
9442	POWER	VINCENT	AC	APPLICATION SUPPORT SPEC	AC
9444	GARDINER	WENDY	AC	EMPLOYEE BENEFITS & RISK MGT S	AC
9444	DAVIS	BRENDA	AC	ADMIN AST RISK MGT/EMP BENEFIT	AC
9444	ALDERMAN	JAMES	AC	ACCOUNTANT/AUDITOR RISK MGMT	AC
9444	WETHINGTON	DEBORAH	AC	SAFETY TECHNICIAN	AC
9444	REMOLE	DARRELL	AC	RISK & EMPLOYEE BENIFITS MNGR	AC
9551	SIMONS	MICHELLE	AC	FACILITIES SPECIALIST	AC
9551	WESTENBERGER	NICHOLAS	AC	FACILITY PLANNER	AC

Facility	Last Name	First Name	Contract Type	Job Title Description	Recommendation
9551	HUFF	RICHARD	AC	PLANNING & CONSTRUCTION COORDI	AC
9552	BREWER	DONNA	AC	SCHOOL SOCIAL WORKER	AC
9552	PRIVETTE	FRANCESCA	AC	SCHOOL SOCIAL WORKER	AC
9552	HALL	CLAIRE	AC	COORDINATOR OFF OF ATTENDANCE	AC
9552	SPERO	JANIS	AC	SCHOOL SOCIAL WORKER	AC
9552	STEENBURGEN	NATASHA	AC	SCHOOL SOCIAL WORKER	AC
9553	TEAGUE	JAMES	AC	BUILDING OFFICIAL	AC
9553	COPEMAN	PETER	AC	CODE COMPLIANCE INSPECTOR	AC

School District of Indian River County
Amendment to District School Budget FY 2012-2013
Amendment #2 – Special Revenue Other

There was a net Increase in Estimated Revenue during the period March 1 – April 30, 2013 of \$1,110,942.69 as discussed below:

Individuals with Disabilities Act

- 200,414.08 Budget Increase for Certified Roll from Florida Department of Education on Project Award Notification (PAN) dated 3/22/13 for FY13 IDEA grant.
- 167.27 Budget increase for Certified Roll from Florida Department of Education on Project Award Notification (PAN) dated 3/22/13 for FY13 IDEA-Preschool Handicapped
- 1,500.00 Budget Adoption for Project10 Connect Mini Grant dated 3/4/13.
- 50,000.00 Budget Adoption for UDL Through Technology Grant approved at 4/9/13 Board Meeting.
- 20,386.00 Budget Allocation for SEDNET 2012-2013.

Title I

\$ 837,419.34 Budget Increase per Amendment submitted 4/23/13.

Other Federal Through Local

- 1,056.00 Budget Increase from Florida Department of Education on Project Award Notification (PAN) dated 1/14/13 for Carl Perkins-Post Secondary.

\$ 1,110,942.69 Total Net Change in Estimated Revenue for the period
March 1 - April 30, 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 April 30, 2013

ELL
5/29/13

FLORIDA DEPARTMENT OF EDUCATION
 FINANCIAL MANAGEMENT SECTION
 AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2012 - 2013

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 AMENDMENT No. 2 Consolidated
 Special Revenue - Other

ESTIMATED REVENUE					
	Revenue Code	Present Budget	Increase	Decrease	Revised Budget
Totals		12,980,240.90	1,110,942.69	0.00	14,091,183.59
Vocational Education Acts	3201	186,176.67	0.00	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	897,443.49	0.00	0.00	897,443.49
Individuals with Disabilities Education Act	3230	4,146,234.74	272,467.35	0.00	4,418,702.09
Title I	3240	6,358,460.10	837,419.34	0.00	7,195,879.44
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	1,056.00	0.00	32,930.00
Other Federal Through State	3290	414,120.51	0.00	0.00	414,120.51
Emergency Immigrant Education Program	3293	201,919.66	0.00	0.00	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	6,766,170.30	987,670.14	0.00	7,753,840.44
Pupil Personnel Services	6100	1,211,093.20	4,494.54	0.00	1,215,587.74
Instructional Media Services	6200	0.00	0.00	0.00	0.00
Instructional & Curriculum Development	6300	1,892,312.32	50,798.51	0.00	1,943,110.83
Instructional Staff Training	6400	1,318,902.78	75,680.59	0.00	1,394,583.37
Instructional Related Technology	6500	17,203.53	0.00	0.00	17,203.53
General Administration	7200	526,537.73	0.00	6,725.00	519,812.73
School Administration	7300	24,675.00	3,244.16	0.00	27,919.16
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	122,760.00	5,000.00	0.00	127,760.00
Transportation Services	7800	754,873.61	0.00	9,220.25	745,653.36
Administrative Technology Services	8200	7,500.00	0.00	0.00	7,500.00
Community Services	9100	338,212.43	0.00	0.00	338,212.43
Totals		12,980,240.90	1,126,887.94	15,945.25	14,091,183.59

Adopted By Board: _____ June 11, 2013

 District Superintendent's Signature

(Signature)
 5/29/13
 6/11/13

FLORIDA DEPARTMENT OF EDUCATION
 FINANCIAL MANAGEMENT SECTION
 AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2012 - 2013

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 AMENDMENT No. 2 - Special Revenue - Other
 Special Revenue - Other

ESTIMATED REVENUE					
	Revenue Code	Present Budget	Increase	Decrease	Revised Budget
Totals		12,453,636.16	1,110,942.69	0.00	13,564,578.85
Vocational Education Acts	3201	186,176.67	0.00	0.00	186,176.67
Eisenhower Math and Science (Title II)	3226	897,443.49	0.00	0.00	897,443.49
Individuals with Disabilities Education Act	3230	4,146,234.74	272,467.35	0.00	4,418,702.09
Title I	3240	6,358,460.10	837,419.34	0.00	7,195,879.44
Adult General Education	3251	217,406.99	0.00	0.00	217,406.99
Federal Through State	3280	31,874.00	1,056.00	0.00	32,930.00
Other Federal Through State	3290	414,120.51	0.00	0.00	414,120.51
Emergency Immigrant Education Program	3293	201,919.66	0.00	0.00	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	6,676,170.30	990,670.14	0.00	7,666,840.44
Pupil Personnel Services	6100	1,201,093.20	4,494.54	0.00	1,205,587.74
Instructional & Media Services	6200	0.00	0.00	0.00	0.00
Instructional & Curriculum Development	6300	1,808,162.32	52,798.51	0.00	1,860,960.83
Instructional Staff Training	6400	1,124,788.95	75,680.59	0.00	1,200,469.54
General Administration	7200	525,660.35	0.00	6,725.00	518,935.35
School Administration	7300	24,675.00	3,244.16	0.00	27,919.16
Transportation Services	7800	754,873.61	0.00	9,220.25	745,653.36
Community Services	9100	338,212.43	0.00	0.00	338,212.43
Totals		12,453,636.16	1,126,887.94	15,945.25	13,564,578.85

Adopted By Board: _____ June 11, 2013

 District Superintendent's Signature

(Handwritten signature)
 5/29/13
 5/29/13

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
Totals		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	90,000.00	0.00	3,000.00	87,000.00
Pupil Personnel Services	6100	10,000.00	0.00	0.00	10,000.00
Instructional and Curr. Development Srvc.	6300	84,150.00	0.00	2,000.00	82,150.00
Instructional Staff Training	6400	194,113.83	0.00	0.00	194,113.83
Instructional Related Technology	6500	17,203.53	0.00	0.00	17,203.53
General Administration	7200	877.38	0.00	0.00	877.38
Central Services	7700	122,760.00	5,000.00	0.00	127,760.00
Administrative Technology Services	8200	7,500.00	0.00	0.00	7,500.00
Totals		526,604.74	5,000.00	5,000.00	526,604.74

Adopted By Board: _____ June 11, 2013

 District Superintendent's Signature

(Handwritten signatures and dates)
 [Signature] 5/28/13
 [Signature] 5/29/13

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

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY
Amendment # 4 - March - April 2013
General Fund**

ESTIMATED REVENUE					
	Function	Current Budget	Increase	Decrease	Final Budget
Grand Totals		143,938,365.41	220,000.00	188,520.44	143,969,844.97
Federal Direct Sources	3100	100,000.00	0.00	0.00	100,000.00
Federal Through State Sources	3200	195,084.00	75,000.00	0.00	270,084.00
State Sources	3300	36,057,637.66	0.00	0.00	36,057,637.66
Local Sources	3400	87,066,880.10	0.00	188,520.44	86,878,359.66
Transfers	3600	4,100,136.00	0.00	0.00	4,100,136.00
Other Financing Sources	3700	131,007.91	145,000.00	0.00	276,007.91
Fund Equity	2700	16,287,619.74	0.00	0.00	16,287,619.74
APPROPRIATIONS					
	Function	Current Budget	Increase	Decrease	Revised Budget
Instructional Services	5000	82,573,268.62	0.00	195,838.29	82,377,430.33
Pupil Personnel Services	6100	3,571,006.64	36,240.59	0.00	3,607,247.23
Instructional Media Services	6200	1,868,724.38	21,939.05	0.00	1,890,663.43
Instructional Curriculum Development	6300	2,810,428.65	18,321.93	0.00	2,828,750.58
Instructional Staff Training	6400	1,061,183.11	27,251.61	0.00	1,088,434.72
Instructional Related Technology	6500	850,153.85	0.00	53,876.31	796,277.54
Board of Education	7100	884,493.17	0.00	600.00	883,893.17
General Administration	7200	486,400.05	46,125.45	0.00	532,525.50
School Administration	7300	7,551,787.83	43,125.60	0.00	7,594,913.43
Facilities Acquisition and Construction	7400	797,139.60	379,298.17	0.00	1,176,437.77
Fiscal Services	7500	1,888,571.21	0.00	1,163.33	1,887,407.88
Food Services	7600	0.00	50,762.92	0.00	50,762.92
Central Services	7700	2,060,707.26	4,898.79	0.00	2,065,606.05
Transportation Services	7800	5,760,975.65	28,888.81	0.00	5,789,864.46
Operation Services	7900	13,028,804.57	76,393.42	0.00	13,105,197.99
Maintenance Services	8100	3,064,578.77	0.00	3,710.08	3,060,868.69
Administrative Technology Services	8200	2,171,434.56	382.97	0.00	2,171,817.53
Community Services	9100	200.00	0.00	0.00	200.00
Debt Services	9200	215,363.01	0.00	158,963.57	56,399.44
Transfers	9700	0.00	0.00	0.00	0.00
Budgeted Fund Balance		13,293,144.48	0.00	287,998.17	13,005,146.31
Grand Totals		143,938,365.41	733,629.31	702,149.75	143,969,844.97

Adopted By Board: June 11, 2013

District Superintendent's Signature

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5/29/13

General Fund - Amendment # 4

ESTIMATED REVENUES

Total estimated revenues increased by \$31,479.56 for the months of March and April 2013

Object Code 3200 - Federal Through State Sources:

\$ 75,000.00 - Increase estimated revenue for Medicaid
\$ 75,000.00

Object Code 3400 - Local Sources:

\$ (238,300.00) - Decrease estimated revenue budget for Miscellaneous Local Revenue
\$ 26,479.56 - Increase estimated revenue budget for collection of internal accounts reimbursement - Various Schools
\$ 15,000.00 - Increase estimated revenue budget for refund of prior year expenditures
\$ 5,000.00 - Increase estimated revenue budget for the PREPARE Grant
\$ 2,000.00 - Increase estimated revenue budget for collection of Bus Fees
\$ 1,300.00 - Increase estimated revenue budget for the Sale of Junk
\$ (188,520.44)

Object Code 3700 - Other Financing Sources:

\$ 145,000.00 - Increase estimated revenue for the Sale of Fixed Assets
\$ 145,000.00

APPROPRIATIONS

Changes in the Appropriations budget changes are reflected as follows:

\$ 26,479.56 - Increase appropriations budget for collection of internal accounts reimbursement - Various Schools
\$ 5,000.00 - Increase appropriations budget for the PREPARE grant
\$ 31,479.56 Net increase in appropriations budget

FUND BALANCE:

Restricted Fund Balance decreased by \$287,998.17 during the month of March for the purchase of Concretables for the Adult Education Program

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5/29/13

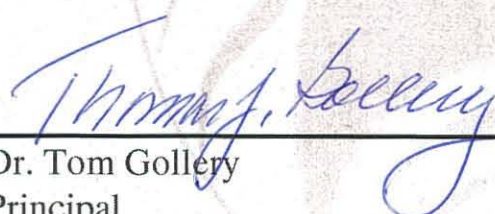
JA

Wabasso School
8895 U. S. 1 ♦ Sebastian, Florida 32958
Telephone: (772) 978-8000 ♦ Fax: (772) 978-8028
Dr. Tom Gollery, Principal

Date: May 21, 2013
To: School Board Members
From: Dr. Tom Gollery
Regarding: Request for Approval of Donation

A donation of \$1763.26 was received from the Knights of Columbus, Council # 5629. The funds are to be used for student need as approved by principal.

These funds were deposited into Wabasso School internal funds account entitled donations.



Dr. Tom Gollery
Principal

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**SCHOOL DISTRICT OF INDIAN RIVER COUNTY
INTERNAL FUNDS**

UNCOLLECTED CHECK WRITE-OFF BY SCHOOL - CHECKS RECEIVED PRIOR TO DECEMBER 31, 2012

School/Site	Date Issued	Check Number	Reason not paid - Bank	Reason not paid by Payliance or Envision	Check Amount	Total
Gifford Middle School						
Kevin M. Weisberg	2/21/2012	1408	No Active Account	No Account Found	\$ 165.00	
						\$ 165.00
Glendale Elementary School						
Joseph Lanovara	3/21/2012	1028	Closed Account	Closed Account	\$ 30.00	
						\$ 30.00
Oslo Middle School						
Camille Irusta	8/15/2008	1007	NSF	No Telephone Number	\$ 20.00	
Christine Lassonde	8/20/2008	111	NSF	No Telephone Number	\$ 16.00	
Cindy Villeneuve	4/29/2010	2234	NSF	Uncollectable	\$ 40.00	
Frank Raymond	11/4/2010	107	NSF	Uncollectable	\$ 10.00	
Tamara Johson	2/26/2011	127	NSF	Uncollectable	\$ 20.00	
Athena Anderon	4/12/2012	1019	No Account Found	No Account Found	\$ 52.00	
						\$ 158.00
Rosewood Magnet School						
Jennifer Reavis	10/25/2012	1105	NSF	Time Limit Expired	\$ 10.00	
						\$ 10.00
Sebastian River High School						
Lakiescha Jones	5/31/2012	1144	NSF	Exceeds Max Cks Per Person	\$ 20.00	
Ronald Hampton	9/18/2012	1115	NSF	Payliance Received After Cancellation Date	\$ 40.00	
						\$ 60.00
Sebastian River Middle School						
Thomas Adams	9/17/2012	8070	NSF	Payliance Received After Cancellation Date	\$ 20.00	
James McCain	9/26/2012	142	NSF	Payliance Received After Cancellation Date	\$ 25.00	
						\$ 45.00
Storm Grove Middle School						
James McDaniel	9/28/2012	1578	NSF	Payliance Received After Cancellation Date	\$ 20.00	
						\$ 20.00
Vero Beach Elementary School						
Kevin Weisberg	2/21/2012	1409	Account Closed	Account Closed	\$ 160.00	
C&T Mobile Repair	3/1/2012	515	Account Closed	Account Closed	\$ 60.00	
						\$ 220.00
Vero Beach High School						
Follett Educational Services	5/22/2012	116954	Refer to Maker	Refer to Maker	\$ 78.96	
Follett Educational Services	5/22/2012	116953	Refer to Maker	Refer to Maker	\$ 43.00	
Patricia Velez-Otero	9/5/2012	1367	NSF	Payliance Received After Cancellation Date	\$ 65.00	
Wanda Bucknor	9/10/2012	3864	NSF	Payliance Received After Cancellation Date	\$ 20.00	
Lisa Douglas	9/19/2012	2143	NSF	Payliance Received After Cancellation Date	\$ 55.00	
						\$ 140.00

Total \$ 848.00

Prepared by: Stephanie L Miller
Accounting Specialist I

Reviewed by: Charlene Atkins
Accounting Manager

Date: 6/11/13

Date: 6/11/13

Date: _____

Board Approved: _____

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School District of Indian River County
Adult and Community Education
Extended Day Program
Fee Schedule for 2013-2014

Elementary School
Regular School Year

Registration fee	\$ 10.00 per child
Morning Program	\$ 10.00 per week per child
Four or Five Day Week	\$25.00 per week for first child \$20.00 per week for sibling
One, Two or Three Day Week	\$ 15.00 per week per child
Pick up Late Fee	\$ 10.00 per child for every 15 minutes or portion thereof past 6:00 p.m.
Late Payment Penalty Fee	\$10.00 per week per child if Payment is not received on time for the week

This program is open for Kindergarten through 5th grade for those who can participate in a Staff to student ratio of 1:20 with no one on one supervision. All children must be potty trained.

Dr. Fran Adams, Superintendent

Date

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

PROVIDER AGREEMENT – SCHOOL READINESS

PROVIDER INFORMATION

Please complete all information below:

Name INDIAN RIVER County School District Extended Day Program
(Enter the legal name on your license, registration or non-exempt certificate)

Contact Person Barbara musselwhite barbare.musselwhite@indianriverschools.org
Print name legibly Email ID

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

Zip 32960

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

Email ID judy.baezynski@indianriverschools.org (Book Keeper)

Child Care Facility Certificate of License # (DCF) n/a

Registration # (DCF) n/a

License Exempt Accrediting Agency Education

License Exempt # yes

Are you a Gold Seal Accredited provider? Yes _____ No

Are you an accredited provider? Yes _____ No

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

Expiration Date of Accreditation: _____

FEIN # or Social Security #: 59-6000673

For Internal ELCIRMO Purposes Only

Date Received: _____

Received By: _____

Effective Date of Agreement: _____



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

ELCIRMO Offices

Administration/Martin

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

Indian River

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

Okeechobee

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

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

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

Full text of the following statutes and other applicable rules and policies:
 Early Learning Laws, including School Readiness Act (Chapter 411, F.S.)
 Voluntary Pre-Kindergarten Law (Chapter 1002, Part V)
 Early Learning Rules: School Readiness (Chapter 60BB-4, F.A.C.) and Voluntary Pre-Kindergarten (Chapter 60BB-8, F.A.C.) **can be found at:**
http://www.floridajobs.org/earlylearning/OEL_Program_StateFed.html

Florida School Readiness Performance Standards can be found at:
www.flbt5.com

Florida Administrative Code Child Care Standards for centers can be found at:
http://nrckids.org/STATES/FL/fl_65_22.pdf

All child care laws and requirements can be found at:
<http://www.dcf.state.fl.us/programs/childcare/laws.shtml>

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

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

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

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

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



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

PROVIDER AGREEMENT – SCHOOL READINESS

This **Provider Agreement** (hereinafter “Agreement”) is made and entered into this 1st day of July, 2013, by and between **SDIRC Extended Day**, whose principal address is 1426 19th Street, Vero Beach, FL 32960 (hereinafter “Provider”) and the Early Learning Coalition of Indian River, Martin & Okeechobee Counties, Inc., whose principal address is 10 S.E. Central Parkway, Suite 200, Stuart, Florida, 34994 (hereinafter “ELCIRMO”).

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

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

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

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

A. Parental Access

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

B. School Readiness Funding Reimbursement and Fiscal Policies

1. Rate Restrictions:

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

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

2. Parent Fees

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



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

PROVIDER AGREEMENT – SCHOOL READINESS

3. Reimbursement Report and Payment:

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

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

4. Reconciling Reimbursement Payments:

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

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

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

5. Attendance Rosters:

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



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6. Attendance Monitoring Records:

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

7. Quality Assurance for Maintaining Attendance Records:

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

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

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

8. Holidays and Closings:

8.1 Provider shall be compensated for a maximum of ten (10) scheduled holidays during fiscal year 2013-2014 as indicated in the Holiday Schedule. If Provider provides child care to school-age children for 'non-school days only' Provider shall be reimbursed for attendance during 'non-school days only' and shall not be reimbursed for scheduled holidays. ELCIRMO shall have sole discretion to address reimbursement issues for facility closings because of acts of nature (hurricanes, tropical storms etc.) and shall make appropriate and timely reimbursement decisions as warranted by those acts of nature.

9. Suspension of Payment:

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



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

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

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

10. **Misrepresentation:**

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

11. **Access to Records:**

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

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

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

12. **Maintenance and Storage of Records:**

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

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



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

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

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

C. Payment Rates

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

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

D. Business Operations

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

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

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



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

4. Provider shall notify ELCIRMO if any required School Readiness records become lost, damaged or destroyed; Provider shall report the incident immediately to the ELCIRMO in writing providing as much detail as possible of the records' contents.

5. Provider shall ensure that payments for school readiness services do not exceed the amount that is charged to the general public for the same services, in order to ensure equal access to comparable care.

6. Provider shall ensure that equal access to child care is available for School Readiness children during all operational hours.

7. Provider shall report by telephone all unusual incidents occurring in all contracted facilities or on sponsored field trips away from the facility to ELCIRMO within one (1) hour of notice of the incident. All applicable provisions of the DCF and UFF current policy(ies) for reporting unusual incidents shall be followed.

8. No child may be expelled or transferred from the program because of behavior unless documentation indicates all possible avenues of assistance and/or referral have been exhausted including contacting the ELCIRMO Warm Line (877 220-1223 x252).

E. Independent Contractor

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

F. Information for Database

1. Except as otherwise provided for in this Agreement, Provider shall respond to all requests for information whether by phone, fax, email or in writing to ensure its business information is updated and accurate within ten (10) business days of any such request.

2. Provider shall ensure that Provider's staff has state required training and credentials and that this information is documented and available for viewing by ELCIRMO at all times.

G. Protective Services Children

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

H. Child Care Program Requirements

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



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

2. Education and Environment

Provider shall:

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

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

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

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

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

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

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

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

3. Health and Safety

Provider shall:

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

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

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

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

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

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



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4. Child Care Provider Staff Training

Provider shall:

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

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

5. Compliance

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

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

6. Non-Compliance

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

I. Confidentiality

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

J. Local, State and Federal Law

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

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

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

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



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

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

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

K. Indemnities and Insurance

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

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

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



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

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

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

L. Termination

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

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

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



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- b. Immediately, if DCF or any other governing agency takes action such as revoking or denying a provider's license, or issuing a notice to cease operations, even if the action is appealed.
- c. Immediately, for Provider's failure to cure, and notice and an opportunity to cure, a non-compliance with program requirements, including, but not necessarily limited to, failure to administer developmental screening and assessments as directed, failure to attend provider meetings as required or failure to comply with the ELCIRMO Curriculum Program. In addition to termination, such non-compliance may affect Provider's ability to access quality funds, require you to present a corrective action plan to staff and/or the ELCIRMO Board of Directors.

M. Provider Grievance/Appeals Procedure

1. Provider may file a complaint/grievance, in writing, with the Provider Agreement Administrator within twenty (20) days of an occurrence. The written complaint/grievance shall contain the date of the occurrence and details about the alleged incident. Details not contained in the original written complaint/grievance, whether such details become known before or after the complaint/grievance is filed, will be considered untimely and will not be processed.
2. The Provider Agreement Administrator shall investigate the complaint/grievance. The Provider Agreement Administrator shall issue a ruling, in writing, to Provider within 10 business days of receipt of the complaint/grievance.
3. If Provider is not satisfied that the Provider Agreement Administrator's ruling, or the Provider Agreement Administrator is unable to resolve the complaint, Provider may appeal, in writing, the ruling, or lack thereof, to the Executive Director within ten (10) business days of the issuance of the ruling or expiration of the time period to provide such a ruling. The Executive Director shall review the appeal, including the Provider Agreement Administrator's ruling, if any, and conduct further investigations, as appropriate. Within five (5) business days of the receipt of Provider's written appeal, the Executive Director shall issue its decision.
4. Provider may appeal the Executive Director's decision to ELCIRMO's Finance Committee, within fifteen (15) days after receiving the Executive Director's decision. The appeal to the Finance Committee shall be in writing and delivered to the main office of ELCIRMO, located at 10 S.E. Central Parkway, Suite 200, Stuart, Florida 34994. Any appeal not filed in a timely manner shall not be processed.
5. The Finance Committee shall conduct a hearing to determine a fair and equitable solution and shall issue its findings, in writing, to Provider. Provider may be present at the hearing and may choose to present witnesses on his/her behalf. The decision of the Finance Committee is final; however Provider may pursue such matters in a court of law as appropriate.
6. Provider's failure to comply with the requirements for filing appeals as contained in this Section shall be deemed as Provider's acceptance of the ruling or decision at the given level as satisfactory and acceptable, and shall have waived any right to further appeal.



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N. Renegotiation or Modification

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

O. Provider Compliance Policy

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

P. Miscellaneous Provisions

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



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

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

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

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

PROVIDER:

DR. FRAN ADAMS
Print Name

Superintendent
Title

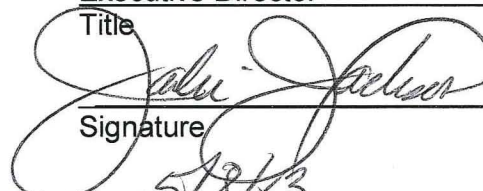
Signature

Date

ELCIRMO:

Jacki Jackson
Print Name

Executive Director
Title


Signature

5/8/13
Date



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

PLEASE SIGN AND RETURN ONE COPY OF THIS AGREEMENT TO:

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

10 S.E. CENTRAL PARKWAY, SUITE 200

STUART, FL 34994

**ATTENTION: Johanna Maltez, Lead Reimbursement/Data Entry Specialist (Provider
Agreement Administrator)**

**THIS IS A PROGRAM THAT COMES WITH MANDATED REGULATIONS. PLEASE TAKE
THE TIME TO READ THIS AGREEMENT CAREFULLY.
BY SIGNING THIS AGREEMENT, INITIALING ALL PAGES, AND AGREEING TO ACCEPT
SCHOOL READINESS FUNDS, YOU ARE ACKNOWLEDGING THAT YOU UNDERSTAND
THE TERMS OF THIS AGREEMENT AND AGREE TO ABIDE BY ALL TERMS AS STATED.**



Early Learning Coalition of Indian River, Martin & Okeechobee Counties, Inc.
 10 SE Central Pkwy., Suite 200
 Stuart, FL 34994
 772-220-1220

HOLIDAY SCHEDULE 2013-2014

Contracted providers will be reimbursed for up to 10 approved holidays per year. List your choice of designated holidays for your facility.

	<u>Date</u>	<u>Day of Week</u>
1.	<u>July 4th, 2013</u>	<u>Thursday</u>
2.	<u>Sept. 2, 2013</u>	<u>Monday</u>
3.	<u>Nov. 11, 2013</u>	<u>Monday</u>
4.	<u>Nov. 28, 2013</u>	<u>Thursday</u>
5.	<u>Nov. 29, 2013</u>	<u>Friday</u>
6.	<u>Dec. 24, 2013</u>	<u>Tuesday</u>
7.	<u>Dec 25, 2013</u>	<u>Wednesday</u>
8.	<u>Jan. 1, 2014</u>	<u>Wednesday</u>
9.	<u>Jan. 20, 2014</u>	<u>Monday</u>
10.	<u>May 26, 2014</u>	<u>Monday</u>

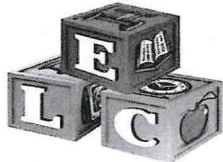
The Coalition offices will observe the following Holidays in 2013/2014

Independence Day, Thursday, July 4, 2013; Labor Day, Monday, September 2, 2013; Veteran's Day, Monday, November 11, 2013; Thanksgiving Day, Thursday, November 28, 2013 and Friday, November 29, 2013; Christmas Eve, Tuesday, December 24, 2013 and Christmas Day, Wednesday, December 25, 2013; New Year's Eve Day, Tuesday, December 31, 2013, New Year's Day, Wednesday, January 1, 2014; Martin Luther King's Jr. Birthday, Monday, January 20, 2014; and Memorial Day, Monday, May 26, 2014.

Provider Name: SDIRC Extended Day Program

Provider Signature Barbara Musselwhite

Date 5/17/2013



Early Learning Coalition
Of Indian River, Martin and Okeechobee Counties, Inc.

**Early Learning Coalition of
Indian River, Martin & Okeechobee Counties**
10 Central Pkwy., Suite 200, Stuart, FL 34994
772-220-1220 Fax: 772-223-3868

**Child Care Provider
Rate Survey
2013/2014**

The Early Learning Coalition of Indian River, Martin & Okeechobee Counties, Inc. is mandated to conduct a survey of the prices charged by each provider prior to placing School Readiness children in care. We are legally prohibited to pay more than the cost of care under any circumstances; therefore, we must have a response from any provider wishing to serve School Readiness children.

Provider/Center Name: SDIRE Extended Day Program

Address: 1426 19 STREET

DEER BEACH, FL 32960

Phone Number: 772-564-4999

Fax Number: 772-564-4989

Email Address: barbara.musselwhite@indianriverschools.org

Type of Provider [Check One]

Licensed/Exempt Center
 Licensed Extended Day

Licensed Home
 Informal/Relative Provider

Registered Home

FULL TIME			/	PART TIME		
Care Level	Weekly	Daily	Care Level	Weekly	Daily	
Infant			Infant			
Toddler			Toddler			
Two Years			Two Years			
Pre-School 3's			Pre-School 3's			
Pre-School 4's			Pre-School 4's			
Pre-School 5's			Pre-School 5's			
School Age	85. ⁰⁰	summer camp	School Age	AM	\$10. ⁰⁰ WK.	
VPK			VPK	PM	\$25. ⁰⁰ WK.	
Wraparound			Wraparound			

Definitions

Full Time is more than 6 hours per day / Part Time is less than 6 hours per day

Provider Signature: Barbara Musselwhite **Date:** 5/19/2013

Authorized Coalition Signature _____ **Date:** _____

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Early Learning Coalition
Of Indian River, Martin and Okeechobee Counties, Inc.

Early Learning Coalition of Indian River, Martin & Okeechobee Counties, Inc.

10 SE Central Parkway, Ste 200 Stuart, FL 34994
Telephone (772) 220-1220 (877) 220-1223, Fax: (772) 220-1229

Curriculum Approval Form 2013-2014

- | | |
|---|--|
| <input type="checkbox"/> Saxon | <input type="checkbox"/> Saxon Early Learning* |
| <input type="checkbox"/> DLM | <input type="checkbox"/> DLM Early Childhood Express* |
| <input type="checkbox"/> Scholastic | <input type="checkbox"/> Scholastic Early Childhood Program* |
| <input type="checkbox"/> High Scope | <input type="checkbox"/> High Scope Preschool Curriculum* |
| <input type="checkbox"/> The Creative Curriculum Approach | |
| <input type="checkbox"/> Ready, Set, Leap!* | |
| <input type="checkbox"/> Active Learning Series | |
| <input type="checkbox"/> Beyond Centers and Circle Time | |
| <input type="checkbox"/> Beyond Cribs and Rattles | |
| <input type="checkbox"/> WEE Learn | |
| <input type="checkbox"/> Montessori Curriculum | |
| <input type="checkbox"/> High Reach | |
| <input type="checkbox"/> Links to Literacy* | |
| <input type="checkbox"/> The Daily Curriculum | |
| <input type="checkbox"/> Waldorf Curriculum | |
| <input type="checkbox"/> Curiosity Corner* | |
| <input type="checkbox"/> Doors to Discovery* | |
| <input type="checkbox"/> Early Literacy and Learning Model ELLM-Plus* | |
| <input type="checkbox"/> Houghton Mifflin Pre-K* | |
| <input type="checkbox"/> InvestiGator Club Prekindergarten Learning System* | |
| <input type="checkbox"/> Let's begin with the Letter People* | |
| <input type="checkbox"/> Literacy Express Comprehensive Curriculum* | |
| <input type="checkbox"/> Opening the World of Learning (OWL)* | |
| <input type="checkbox"/> We Can* | |
| <input type="checkbox"/> Wright Skills/Growing with Mathematics* | |
| <input type="checkbox"/> Creative Curriculum Florida VPK Kit* | |
| <input type="checkbox"/> Beyond Centers and Circle Time Curriculum Pre-Kindergarten Theme Series* | |
| <input type="checkbox"/> All About Preschoolers | |

* Indicates that they are also on the approved curriculum list for VPK Low Performing Providers.

check here if curriculum used is not included on list of curriculum above,
and list curriculum used: _____

check here if curriculum used does not include character development component;
in this case, please list character development curriculum
used: _____

Provider Name: EXTENDED DAY PROGRAM

Director Name and Signature: Rachelle Musselwhite

Date: 5/17/2013

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ADULT AND COMMUNITY EDUCATION
SCHOOL DISTRICT OF INDIAN RIVER COUNTY
2013-14

Tuition and Fee Schedule

	<u>Florida Resident</u>	<u>Non- Resident</u>
Career Registration Fee (non-refundable unless class cancelled)	\$ 20.00	\$ 80.00
Career Workforce Courses	\$ 2.80/hr.*	\$ 11.20 hr.*
English for Language Learners (ELL)	\$ 30/Term	\$120/Term
Adult General Education	\$ 30/Term	\$120/Term
Life Enrichment Registration Fee (non-refundable unless class cancelled)	\$ 10.00	\$ 10.00
Life Enrichment Courses	\$ 3.00/hr.	\$ 3.00/hr.
GED Test (Full Battery)	\$ 70.00**	\$ 70.00
GED Retest (Each Section)	\$ 14.00**	\$ 14.00
Commercial Vehicle Driver Final Test (Class A—Tractor/Trailer)	\$ 150.00	\$ 150.00
Commercial Vehicle Driver Final Test (Class B—School Bus)	\$ 100.00	\$ 100.00
Commercial Vehicle Driver Final Test (Class C—Taxi Cab)	\$ 75.00	\$ 75.00
Commercial Vehicle Driver Final Retest Within 30 Days (Class A-C, Each)	\$ 50.00	\$ 50.00

***Includes 10% student financial aid, 5% capital improvement and 5% technology fees**
****Fees will increase January 14, 2014 to \$130 (Full Battery) and \$26 (Each Section)**

Part-time Teacher Hourly Rates for 2013-14

<u>Postsecondary</u>	<u>Bachelors</u>	<u>Masters</u>	<u>Doctors</u>
Adult General and Career Education (State/or District Certified)	\$ 18.00	\$ 19.00	\$ 20.00
Clinical Instructors (RN)	\$ 30.00	\$ 30.00	\$ 30.00
Computer Courses and Continuing Education Units (Degree Not Required)	\$ 18.00	\$ 18.00	\$ 18.00
 <u>Life Enrichment</u>	<u>Hourly Rate</u>		
Programs are fee based (Degree Not Required)	\$ 13.00		
 <u>Extended Day Program</u>	<u>Hourly Rate</u>		
Coordinators	\$ 13.00		
Child Care Workers	\$ 9.00		
Student Workers (Minimum Wage)	\$ 7.67		

Dr. Frances J. Adams, Superintendent

Date

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**Big Brothers Big Sisters of St. Lucie, Indian River, and Okeechobee Counties
Bigs Inspiring School Success and CSAC Grants**

INTERAGENCY AGREEMENT

Partners: Big Brothers Big Sisters of St. Lucie, Indian River, and Okeechobee counties, Inc. ("BBBS") and the Indian River County School Board agree to collaborate resources to produce the reading mentoring program.

Program Summary: The reading mentoring program will target boys and girls in Kindergarten, first, and second grades who are experiencing early academic difficulties due to reading problems and may continue through the fifth grade so long as the mentoring relationship is beneficial for the child. Services provided to the youth include one-to-one mentoring. Anticipated outcomes include: improved reading skills, attendance, self-esteem, promotion rates, academic performance, and attainment of case plan goals.

Partner Responsibilities: In order to ensure the effective delivery of this program, **BBBS agrees to provide the following:**

1. Advertise and hire staff necessary to implement the program.
2. Provide office space and equipment for program staff.
3. Secure agreements for use of space in such areas as, classrooms or media centers for service delivery.
4. Provide oversight to ensure BBBSA Standards & Procedures are being followed.
5. Provide on-to-one mentoring for eligible clients.
6. Communicate with school liaisons and teachers on a regular basis.
7. Recruit volunteers.
8. Provide orientation, background screening, assessment, training, matching, supervision, and support of volunteers.
9. Facilitate sharing of data and information necessary to measure program effectiveness.
10. Reimburse any direct expenditures related to data entry.

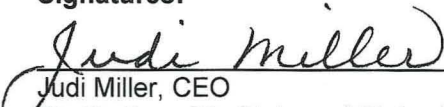
The Indian River County School Board agrees to:

1. Provide teacher feedback on reading skills, behavior, and self-esteem necessary to evaluate program outcomes.
2. Secure agreements for use of space in such areas as, classrooms or media centers for service delivery.
3. Facilitate parent application process.
4. School-based matches are not permitted to leave the school campus.

Mutual responsibilities and Terms: (1) Either party may terminate this agreement with or without cause on 30 days written notice, and for any emergency involving the welfare of students or matters of financial integrity, either party may terminate this agreement on notice to the other. (2) All persons working with or on behalf of Big Brothers Big Sisters of Indian River County shall comply with all District procedures and policies for volunteers coming into contact with students, including background check requirements.

Dates enforced: The below signatories agree to contribute the above responsibilities to this program during the grant years July 1, 2013 through June 30, 2015.

Signatures:



Judi Miller, CEO
Big Brothers Big Sisters of St. Lucie,
Indian River, and Okeechobee Counties

5/31/13
Date

Dr. Fran Adams
Superintendent, Indian River County Schools

Date

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Quote Number: 6547459
Quote Issued: 05/09/2013
Quote Expires: 06/30/2013

RENEWAL QUOTE SUMMARY
Page: 1 of 21

Bill To:

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

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

INDIAN RIVER CO BOE - 0989910 ()

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

Sub Total For All: \$24993.60

Total: (Please add all applicable Taxes) \$24993.60
Currency: USD

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

- Purchase Order or Check (please reference Quote #)
- Copy of this page (Renewal Quote Summary)
- Copy of your Tax Exemption Certificate, if applicable.
- If tax liable, please calculate and add applicable sales tax to your Purchase Order/payment.

Mail Payment (check)
Follett Software Company
91826 Collection Center Drive
Chicago, IL 60693

Mail Purchase Order
Attn: Order Fulfillment
Follett Software Company
1391 Corporate Drive
McHenry, IL 60050
Fax: 800-807-3623 or 815-344-8774

For Questions regarding this quote please call:

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

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
WE APPRECIATE YOUR CONTINUED BUSINESS.

Quote Number: 6547459
 Quote Issued: 05/09/2013
 Quote Expires: 06/30/2013

RENEWAL QUOTE SUMMARY
 Page: 2 of 21

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

INDIAN RIVER CO BOE - 0989910 ()

BEACHLAND ELEM SCH - 0989901 ()
 3350 INDIAN RVR DR E
 VERO BEACH, FL 32963

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611391	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611450	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700987	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1249.68

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
 WE APPRECIATE YOUR CONTINUED BUSINESS.

Quote Number: 6547459
 Quote Issued: 05/09/2013
 Quote Expires: 06/30/2013

RENEWAL QUOTE SUMMARY
 Page: 3 of 21

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

INDIAN RIVER CO BOE - 0989910 ()

CITRUS ELEM SCH - 0989908 ()
 2771 4TH ST
 VERO BEACH, FL 32968

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611390	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611438	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700992	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1249.68

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
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Quote Number: 6547459
Quote Issued: 05/09/2013
Quote Expires: 06/30/2013

RENEWAL QUOTE SUMMARY
Page: 4 of 21

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

INDIAN RIVER CO BOE - 0989910 ()

DODGERTOWN ELEM SCH - 0989909 ()
4350 43RD AVE
VERO BEACH, FL 32967

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611389	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611439	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700993	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1249.68

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
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Quote Number: 6547459
Quote Issued: 05/09/2013
Quote Expires: 06/30/2013

RENEWAL QUOTE SUMMARY
Page: 5 of 21

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

INDIAN RIVER CO BOE - 0989910 ()

FELLSMERE ELEM SCH - 0914375 ()
50 N CYPRESS ST
FELLSMERE, FL 32948

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611388	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611440	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700976	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total:

\$1249.68

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
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Quote Number: 6547459
 Quote Issued: 05/09/2013
 Quote Expires: 06/30/2013

RENEWAL QUOTE SUMMARY
 Page: 6 of 21

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

INDIAN RIVER CO BOE - 0989910 ()

FRESHMAN LRNG CTR - 0990182 ()
 1507 19TH ST
 VERO BEACH, FL 32960

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611392	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611456	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700986	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1249.68

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
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Quote Number: 6547459
 Quote Issued: 05/09/2013
 Quote Expires: 06/30/2013

RENEWAL QUOTE SUMMARY
 Page: 7 of 21

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

INDIAN RIVER CO BOE - 0989910 ()

GIFFORD MDL SCH - 0989904 ()
 4530 28TH CT
 VERO BEACH, FL 32967

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611379	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611455	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700985	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1249.68

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
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Quote Number: 6547459
 Quote Issued: 05/09/2013
 Quote Expires: 06/30/2013

RENEWAL QUOTE SUMMARY
 Page: 8 of 21

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

INDIAN RIVER CO BOE - 0989910 ()

GLENDALE ELEM SCH - 0902689 ()
 4940 8TH ST
 VERO BEACH, FL 32968

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611380	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611447	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700984	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1249.68

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
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Quote Number: 6547459
 Quote Issued: 05/09/2013
 Quote Expires: 06/30/2013

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

INDIAN RIVER CO BOE - 0989910 ()

HIGHLANDS ELEM SCH - 0902671 ()
 500 20TH ST SW
 VERO BEACH, FL 32962

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611381	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611446	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700977	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1249.68

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
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Quote Number: 6547459
Quote Issued: 05/09/2013
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RENEWAL QUOTE SUMMARY
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ATTENTION LIBRARIAN OR TECHNOLOGY COORDINATOR
NOTICE OF PAYMENT DUE - FOLLETT SOFTWARE COMPANY

INDIAN RIVER CO BOE - 0989910 ()

LIBERTY MAGNET SCH - 0904420 ()
6850 81ST ST
VERO BEACH, FL 32967

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611397	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611445	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700978	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total:

\$1249.68

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
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Quote Number: 6547459
 Quote Issued: 05/09/2013
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RENEWAL QUOTE SUMMARY
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ATTENTION LIBRARIAN OR TECHNOLOGY COORDINATOR
 NOTICE OF PAYMENT DUE - FOLLETT SOFTWARE COMPANY

INDIAN RIVER CO BOE - 0989910 ()

OSCEOLA MAGNET SCH - 0989920 ()
 1110 18TH AVE SW
 VERO BEACH, FL 32962

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611382	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611444	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700979	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1249.68

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Quote Number: 6547459
 Quote Issued: 05/09/2013
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RENEWAL QUOTE SUMMARY
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ATTENTION LIBRARIAN OR TECHNOLOGY COORDINATOR
 NOTICE OF PAYMENT DUE - FOLLETT SOFTWARE COMPANY

INDIAN RIVER CO BOE - 0989910 ()

OSLO MDL SCH - 0903414 ()
 480 20TH AVE SW
 VERO BEACH, FL 32962

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611396	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611443	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700980	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1249.68

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Quote Number: 6547459
 Quote Issued: 05/09/2013
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ATTENTION LIBRARIAN OR TECHNOLOGY COORDINATOR
 NOTICE OF PAYMENT DUE - FOLLETT SOFTWARE COMPANY

INDIAN RIVER CO BOE - 0989910 ()

PELICAN ISLAND ELEM SCH - 0900869 ()
 1355 SCHUMANN DR
 SEBASTIAN, FL 32958

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611383	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611442	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700981	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1249.68

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
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Quote Number: 6547459
 Quote Issued: 05/09/2013
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RENEWAL QUOTE SUMMARY
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ATTENTION LIBRARIAN OR TECHNOLOGY COORDINATOR
 NOTICE OF PAYMENT DUE - FOLLETT SOFTWARE COMPANY

INDIAN RIVER CO BOE - 0989910 ()

ROSEWOOD ELEM SCH - 0900868 ()
 3850 16TH ST
 VERO BEACH, FL 32960

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611395	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611441	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700982	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1249.68

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
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Quote Number: 6547459
Quote Issued: 05/09/2013
Quote Expires: 06/30/2013

RENEWAL QUOTE SUMMARY
Page: 15 of 21

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

INDIAN RIVER CO BOE - 0989910 ()

SEBASTIAN ELEM SCH - 0902577 ()
400 CO RD 512
SEBASTIAN, FL 32958

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611384	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611454	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700983	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1249.68

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
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Quote Number: 6547459
 Quote Issued: 05/09/2013
 Quote Expires: 06/30/2013

RENEWAL QUOTE SUMMARY
 Page: 16 of 21

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

INDIAN RIVER CO BOE - 0989910 ()

SEBASTIAN RIVER MDL SCH - 0971410 ()
 9400 CO RD 512
 SEBASTIAN, FL 32958

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611394	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611453	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700975	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1249.68

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
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Quote Number: 6547459
 Quote Issued: 05/09/2013
 Quote Expires: 06/30/2013

RENEWAL QUOTE SUMMARY
 Page: 17 of 21

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

INDIAN RIVER CO BOE - 0989910 ()

SEBASTIAN RVR HIGH SCH - 0903508 ()
 9001 90TH AVE
 SEBASTIAN, FL 32958

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611385	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611452	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700988	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1249.68

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
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Quote Number: 6547459
Quote Issued: 05/09/2013
Quote Expires: 06/30/2013

RENEWAL QUOTE SUMMARY
Page: 18 of 21

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

INDIAN RIVER CO BOE - 0989910 ()

STORM GROVE MDL SCH - 0905362 ()
6400 57TH ST
VERO BEACH, FL 32967

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 7608461	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 7608464	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 7608462	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1249.68

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
WE APPRECIATE YOUR CONTINUED BUSINESS.

Quote Number: 6547459
 Quote Issued: 05/09/2013
 Quote Expires: 06/30/2013

RENEWAL QUOTE SUMMARY
 Page: 19 of 21

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

INDIAN RIVER CO BOE - 0989910 ()

TREASURE COAST ELEM SCH - 0904890 ()
 8955 85TH ST
 SEBASTIAN, FL 32958

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6822106	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6822150	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 7476671	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1249.68

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
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Quote Number: 6547459
 Quote Issued: 05/09/2013
 Quote Expires: 06/30/2013

RENEWAL QUOTE SUMMARY
 Page: 20 of 21

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

INDIAN RIVER CO BOE - 0989910 ()

VERO BCH ELEM SCH - 0900870 ()
 1770 12TH ST
 VERO BEACH, FL 32960

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611386	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611449	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700990	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1249.68

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
 WE APPRECIATE YOUR CONTINUED BUSINESS.

Quote Number: 6547459
 Quote Issued: 05/09/2013
 Quote Expires: 06/30/2013

RENEWAL QUOTE SUMMARY
 Page: 21 of 21

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

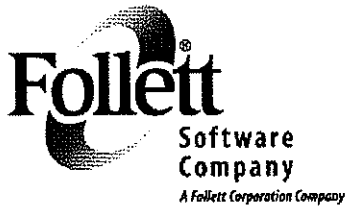
INDIAN RIVER CO BOE - 0989910 ()

VERO BCH SR HIGH SCH - 0990175 ()
 1707 16TH ST
 VERO BEACH, FL 32960

Item	Description	Current Exp Date	New Exp Date	Price	Discount Price
73145P	DESTINY DISTRICT MEMBER LIBRARY LI Ref# 6611387	06-30-13	06-30-14 1@ 12Mth(s)	\$675.00	\$675.00
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - Ref# 6611448	06-30-13	06-30-14 1@ 12Mth(s)	\$176.88	\$176.88
67055P	WEBPATH EXPRESS RENEWAL - DESTINY Ref# 6700991	06-30-13	06-30-14 1@ 12Mth(s)	\$397.80	\$397.80

Site Total: \$1249.68

THANK YOU FOR CHOOSING FOLLETT SOFTWARE COMPANY
 WE APPRECIATE YOUR CONTINUED BUSINESS.



Destiny™ Library Manager Agreement
School District of Indian River County
Vero Beach, FL
June 7, 2005

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

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

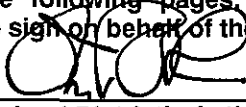
<p>Destiny™ Library Manager Solution Initial Fee</p> <p>Includes:</p> <p>Software License:</p> <ul style="list-style-type: none"> > Library Management (for 19 schools) > Online Documentation and Help > Online Access to over 7 million MARC records <p>Implementation Services:</p> <ul style="list-style-type: none"> > Project Management: includes a central point of contact during the implementation of the Destiny Library Manager Solution. > Centralized System Integration: includes onsite installation and configuration of Destiny Library Manager software and initial data load > Technology Training: includes one day of Destiny Library Manager technology training for up to five district technology staff members > Centralized Application Training: includes three days of product functionality training for up to ten district library staff members <p>Data Services:</p> <ul style="list-style-type: none"> > MARC21 Data Enhancement and Custom Cleanup for 19 schools <p>Additional Services:</p> <ul style="list-style-type: none"> > TitlePeek™ District Subscription for 19 schools <p>Training Services:</p> <ul style="list-style-type: none"> > Site-based End-User Application Training (2 days): for up to 20 attendees 	<p>\$92,372</p>
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_____ initialed by District
_____ initialed by Follett

Annual Licensing and Maintenance Costs After Year One* (starts in Year Two)	
<ul style="list-style-type: none"> ➤ Annual Licensing ➤ Product Updates during the year ➤ Online Access to MARC records ➤ District Technical Support includes: <ul style="list-style-type: none"> ➤ Toll free telephone technical support for Follett Trained resources ➤ 24/7 Access to FollettCare online knowledge base ➤ Unlimited email support ➤ Access to recorded web-based training 	\$17,449
Additional Services: <ul style="list-style-type: none"> ➤ TitlePeek™ District Subscription for 19 schools 	

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

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

Agreed to:  6-22-05
 School District's Authorized Representative Date

_____ initialed by District
 _____ initialed by Follett

Additional Terms

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

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

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

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

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

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

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

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

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

_____ initialed by District
_____ initialed by Follett

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

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

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

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

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Statement of Work Schedule A

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

Services

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

Overview

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

Application Software and Online Services

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

Application:

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

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

On-line Services

TitlePeek™ District Subscription

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

Implementation Services

Project Management

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

Project Management focuses on three objectives:

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

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

Follett Project Manager responsibilities:

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

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

Customer responsibilities:

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

Library Data Requirements

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

Project Implementation Data Analysis - Library

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

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MARC21 Data Enhancement and Custom Cleanup

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

The MARC21 Custom Cleanup service offering includes standardization or creation of circulation types, subject heading cleanup, resolution of duplicate barcodes, correctly setting indicators, capitalization and punctuation error corrections, as well as general collection cleanup. The cleanup service will also address any special needs for the movement of data within the MARC records to meet AACRII cataloging guidelines.

Enhancements completed through the MARC21 Data Enhancement and Custom Cleanup service will improve the proper merging of titles and preservation of data when records representing multiple collections are loaded into the central database of the Destiny Library Manager solution.

Centralized Application Training

This consecutive multiple-day training session is designed to ensure your district has the tools and knowledge necessary to successfully launch the Destiny Library Manager solution. Your district can send up to ten people to this training. The training is designed to be hands-on and each attendee must have a workstation to use during the training sessions. Additional attendees can be added at an additional cost.

The actual training agenda will be driven by the Planning Meeting documentation and by the documentation provided during the integration. The training focuses on three key objectives:

- Training a core group of district media staff on Destiny Library Manager's district-focused features. These features include central cataloging and the centralized administration of policies.
- Training a core group of district media staff on Destiny Library Manager's site-focused features. This curriculum is designed to provide a district with tools (including training outlines, handouts, etc) to use during the rollout of the Destiny Library Manager solution to the site-based media staff in the district.
- Preparing a core group of district media staff to provide first-level product functionality support for the district. The core team that participates in this training will be authorized to contact Follett's Destiny Library Manager Technical Support hotline for help. Site-based staff will contact the district's core team to answer product functionality questions.

Customer Responsibilities:

- Provide a training facility dedicated solely to the delivery of the training with computer workstations for each participant. The facility must include a workstation and computer projection device for use by the

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trainer, and all workstations should provide access to your Wide Area Network, the Internet, and the Destiny Resource Management Application. Workstations should be configured to have no greater desktop/operational restrictions that exist on the workstations used by the attendees during a normal day.

Site-based Application Training

Site-based application Training will provide each librarian in your district with the core skills required using Destiny Library Manager in a day-to-day fashion. The training is a two-day event, with training taking place at your facility. Format is hands-on style, with up to 20 attendees per session. Additional sessions are available at additional cost. Because of the large group size, the Centralized Application Training attendees are expected to attend and assist in the delivery of the Site-based application training.

You will need to provide a training facility dedicated solely to the delivery of the training with computer workstations for each participant. The facility must include a workstation and computer projection device for use by the trainer, and all workstations should provide access to your Wide Area Network, the Internet, and the Destiny Resource Management Application. Workstations should be configured to have no greater desktop/operational restrictions that exist on the workstations used by the attendees during a normal day.

Centralized System Integration

Centralized System Integration is designed to ensure the Destiny Library Manager solution is integrated into your district's technology infrastructure during the initial project implementation. The service includes:

- On-site integration of the software components of the Destiny Library Manager solution.
- For existing users of Follett Software products: the Follett technical specialist will load conversion files into Destiny. During the migration to Destiny Library Manager, the customer will be responsible for extracting data from Circulation Plus and Catalog Plus for Windows prior to Centralized System Integration.
- For users of non-Follett products, the Follett technical specialist will load any converted bibliographic data that Follett processes into Destiny Library Manager.
- Configuration of all Destiny Library Manager servers to support the solution.
- Automate transfer of patron data from your existing Student Information System (SIS). Prior to installation, the Follett Project Manager will work with you to determine if your district can produce a centralized extract of patron data. Once that is determined, Follett will use a sample extract to write a customized script to transform and import that data into Destiny Library Manager. Your district is solely responsible for creating and maintaining an automated extract of patron data from your SIS. In order to avoid data integrity problems, any changes to the format of the data extract must be

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coordinated with Follett Technical Support prior to implementing the change in your production environment.

While on-site for the integration, the Follett technical specialist will deliver an in-depth technical training for your district technology staff. This training will be conducted after the solution has been integrated into your infrastructure. Your district may have up to five members of your technical staff at this instruction session. Topics for the technology training include the technical architecture of Destiny Library Manager, desktop rollout, backup/ restore, performance monitoring and tuning, etc. Additional attendees can be added at an additional cost.

There are some services that Follett will not perform for your district:

- Follett will not install any server hardware. All servers must be up and running prior to System Integration.
- Follett will not install an operating system from scratch for your district. However Follett will *configure* an operating system to integrate the Destiny Library Manager solution into your infrastructure, as needed.
- Follett will not configure your networking infrastructure. Your entire district-networking infrastructure must be up and running prior to the integration visit. This includes the server operating systems, SQL Server, as well as all routers and Wide Area Network links.

All work will be performed at a district technology office. No site-visits are included within the scope of this System Integration Service. However, during the on-site service the Follett specialist will show district technology staff workstation configurations that support Destiny Library Manager.

Post Implementation Support Services

District Technical Support

District Technical Support is included with your Destiny Library Manager Agreement, and features the following services:

- Telephone support
- FollettCare web site support
- Unlimited Email support
- Software updates
- On Demand Web Training

Note: Follett will only provide support for the current and one prior release of software.

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Telephone support for issue resolution

Your designated Customer contacts will have access to Follett's staff of product and technical experts via a toll-free number from 7 a.m. to 6 p.m. Central Time, Monday through Friday. The designated contacts consist of all Follett trained application use contacts and all Follett trained system infrastructure contacts. The expectation is that the designated contacts are the point of contact for all librarians within the district. Follett will not provide technical support to Customer staff that have not been designated by the Customer.

FollettCare web site support

Follett has a web-based support portal called FollettCare. This portal is available to all customers with a current license agreement. The web site currently consists of several sections including:

- Keyword searchable knowledge base containing articles written by product and system experts
- User guides and manuals
- User groups/online discussion groups
- Electronic newsletters
- Frequently Asked Questions (FAQs)

Email support

Technical support is available to your district via email at any time. You can use this method of support for issues that do not require immediate assistance.

On Demand Web Training

Your district will have unlimited access to on-demand recorded training content to help you get the most out of your Destiny Library Manager solution. Each web training session will focus on a specific topic. Follett will create on-demand web training modules that will provide your district and site users with information on features and functionality as appropriate.

Customer Requirements:

- Only the designated Customer contacts may contact Follett Technical Support.
- All site-based staff must contact a designated representative within your district for support.
- Designated Customer contacts must receive technical or product training from a Follett trainer.
- Microsoft Terminal Services must be configured on all Destiny Library Manager servers for remote support capabilities.


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_____ initialed by Follett

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be duly executed by their authorized representatives as set forth below.

Follett Software Company

School District of Indian River County

By: _____

By:  _____

Its: _____

Its: _____

Date: _____

Date: 6-22-05

_____ initialed by District
_____ initialed by Follett

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Schedule B

Follett Software Company
Payment Schedule Agreement

Selection: (check one)

- Option 1: One payment
- Option 2: Initial payment plus one future payment
- Option 3: Two future payments
- Option 4: Three future payments
- Option 5: Four future payments
- Option 6: Five future payments
- Option 7: Other arrangements (Please specify)

School District of Indian River County agrees to make the following payments related to the purchase outlined on Schedule A dated June 7, 2005.

Payment Amount	Due Date
\$92,372	Net 30 days after implementation
Total(1)	\$92,372

(1) Total includes purchase price, freight, taxes, and any interest (1% per month, or 1 ½ %). All fees due under this Agreement are payable in US Dollars only.

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

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

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

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

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

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

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

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

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

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

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

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

Performance Matters, LLC

School District of Indian River County

By: 
Authorized Signature

By: 
Authorized Signature

Name: Woody Dillaha

Name: Matthew R. McCain

Title: President

Title: Chairman of District School Board
Indian River County

Date: June 7, 2011

Date: June 14, 2011



Attachment A: Performance Matters Price Schedule

Year 1: July 1, 2011 thru June 30, 2012

PM Enterprise Edition - **\$60,000.00**

Payment due July 31, 2011

Year 2: July 1, 2012 thru June 30, 2013

PM Enterprise Edition - **\$60,000.00**

Payment due July 31, 2012

Year 3: July 1, 2013 thru June 30, 2014

PM Enterprise Edition - **\$60,000.00**

Payment due July 31, 2013



5/9/2013

RENEWAL COST PROPOSAL

School District of Indian River County
1990 25th Street
Vero Beach, FL 32960
ATT: Tiffany McKenzie

July 1, 2013 - June 30, 2014

Performance Matters Service Description	Annual Cost	Due
ADMS Assessment & Data Management System	\$60,000.00	8/1/2013
TOTAL	\$60,000.00	

Submit your Purchase Order to:

Performance Matters, LLC
Fax: 1-800-373-8578
Office: 407-645-1800

Thank you for your business!

Renaissance Learning™, Inc. Application Hosting Agreement

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

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

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

4. Customer Responsibilities and Acknowledgements. Customer agrees and understands that:

- (i) The Hosted Application will be housed at an RLI chosen facility, and will operate on servers determined by RLI;
- (ii) Under this Agreement, RLI will only provide the services described in paragraph 2 and 3 above;
- (iii) Customer covenants that it will purchase, has purchased, or has otherwise legally obtained licenses for each Hosted Application, and represents to RLI that it has the right and power to enter into this Agreement;
- (iv) Customer will only use Hosted Applications in accordance with the software license agreement terms, will not make any Hosted Application available to any third party and, in particular will not allow Accelerated Reader quizzes to be taken from outside Customer's school or district facilities.
- (v) Use of computer technology, public utilities and the internet are inherently subject to uncertainties and there can be no assurances that the Hosting Services will be uninterrupted, error-free, virus free, without slow response time, or completely secure; and,
- (vi) Nothing in this Agreement shall be construed as granting Customer any additional rights to any Hosted Application, or as modifying any software license agreement.

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

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

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

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

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


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

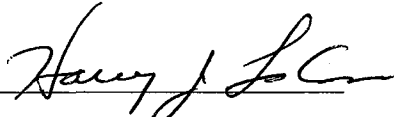
9. Miscellaneous. This Agreement supersedes all previous agreements between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors, assigns, subsidiaries, affiliates, and administrators. No modification, amendment or waiver of any provision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

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

RENAISSANCE LEARNING, INC.

CUSTOMER

Signature: 

Signature: 

Name: Robert R. Case

Name: Harry J. La Cava, Ed.D.

Title: Director Technical Services

Title: Superintendent

Date: 5/28/2010

Date: 06/08/10

707423 – Indian River County School District

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

RENAISSANCE LEARNING INC.™

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Quote #: 1048675 Created: 05/29/2013 Incident #: 10892826

Indian River County School District - 707423

1990 25th St

Vero Beach, FL 32960-3367

Contact: Tiffany McKenzie - 77256430000

Email: tiffany.mckenzie@indianriverschools.org

Quote Totals by Product

	Reading Accelerated Reader	Services Technical Consulting	Hosting Hosting	Totals
Indian River County School District - 707423		\$3,500.00		\$3,500.00
Beachland Elementary School - 707421	\$2,732.40		\$499.00	\$3,231.40
Citrus Elementary School - 64080	\$2,732.40		\$499.00	\$3,231.40
Dodgertown Elementary School - 64076	\$2,732.40		\$499.00	\$3,231.40
Fellsmere Elementary School - 63909	\$2,732.40		\$499.00	\$3,231.40
Gifford Middle School - 370558	\$2,732.40		\$499.00	\$3,231.40
Glendale Elementary School - 64088	\$2,732.40		\$499.00	\$3,231.40
Highlands Elementary School - 64066	\$2,732.40		\$499.00	\$3,231.40
Liberty Magnet Elementary School - 1680781	\$2,732.40		\$499.00	\$3,231.40
Osceola Magnet School - 64051	\$2,732.40		\$499.00	\$3,231.40
Oslo Middle School - 64062	\$2,732.40		\$499.00	\$3,231.40
Pelican Island Elem School - 64004	\$2,732.40		\$499.00	\$3,231.40
Rosewood Magnet School - 64046	\$2,732.40		\$499.00	\$3,231.40
Sebastian Elementary School - 64001	\$2,732.40		\$499.00	\$3,231.40
Sebastian River High School - 64015	\$2,732.40		\$499.00	\$3,231.40
Sebastian River Middle School - 64016	\$2,732.40		\$499.00	\$3,231.40
Storm Grove Middle School - 2623837	\$2,732.40		\$499.00	\$3,231.40
Treasure Coast Elementary School - 2201471	\$2,732.40		\$499.00	\$3,231.40
Vero Beach Elementary School - 64029	\$2,732.40		\$499.00	\$3,231.40
Vero Beach High School - 64027	\$2,791.80		\$499.00	\$3,290.80
Quote Totals	\$51,975.00	\$3,500.00	\$9,481.00	\$64,956.00

Quote #:	1048675	Quote Total:	\$64,956.00
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This quote contains subscription-based software.

This quote is for 19 schools and includes the following discounts: \$5,775.00 in applied discounts.

This quote is not considered an order. To change it into an order, please sign below with an authorized signature. Send a copy of this quote with the purchase order and any required paperwork to be processed. If changes are necessary, or additional information is required, please contact Lori Greenwood at (866)846-0760 or Don Bascle at (800)897-6365, Thank You.

Authorized signature: _____ Printed signature: _____ Date: _____

Title: _____ PO# _____

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

This quote is valid for 30 days. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order. (Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.16% Hawaii General Excise tax). Standard payment terms are net 30 days from invoice date.

Renaissance Place is an advanced, web-based, software system. Renaissance Learning personnel are available to assist with each step of the detailed implementation to help you realize the multiple benefits that Renaissance Place provides. To ensure a successful implementation, please allow 30 to 90 days for the remote installation and setup.

Subscription Student Summary

			Student Qty	Alignment	Subscription	Totals
Accelerated Reader Start Date: 8/1/2013 **Renewal Date: 8/1/2014	Enterprise Real Time	Beachland Elementary School - 707421	552	-	\$2,732.40	\$2,732.40
		Citrus Elementary School - 64080	552	-	\$2,732.40	\$2,732.40
		Dodgertown Elementary School - 64076	552	-	\$2,732.40	\$2,732.40
		Fellsmere Elementary School - 63909	552	-	\$2,732.40	\$2,732.40
		Gifford Middle School - 370558	552	-	\$2,732.40	\$2,732.40
		Glendale Elementary School - 64088	552	-	\$2,732.40	\$2,732.40
		Highlands Elementary School - 64066	552	-	\$2,732.40	\$2,732.40
		Liberty Magnet Elementary School - 1680781	552	-	\$2,732.40	\$2,732.40
		Osceola Magnet School - 64051	552	-	\$2,732.40	\$2,732.40
		Oslo Middle School - 64062	552	-	\$2,732.40	\$2,732.40
		Pelican Island Elem School - 64004	552	-	\$2,732.40	\$2,732.40
		Rosewood Magnet School - 64046	552	-	\$2,732.40	\$2,732.40
		Sebastian Elementary School - 64001	552	-	\$2,732.40	\$2,732.40
		Sebastian River High School - 64015	552	-	\$2,732.40	\$2,732.40
		Sebastian River Middle School - 64016	552	-	\$2,732.40	\$2,732.40
		Storm Grove Middle School - 2623837	552	-	\$2,732.40	\$2,732.40
		Treasure Coast Elementary School - 2201471	552	-	\$2,732.40	\$2,732.40
		Vero Beach Elementary School - 64029	552	-	\$2,732.40	\$2,732.40
		Vero Beach High School - 64027	564	-	\$2,791.80	\$2,791.80
		Enterprise Real Time Subtotal		10500	-	\$51,975.00
Accelerated Reader Subtotal			10500	-	\$51,975.00	\$51,975.00

Q1048675

Quote 1048675

**Indian River
County School
District
1990 25th St
Vero Beach, FL
32960-3367**

Indian River County School District - 707423

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
Data Integration Maintenance Fee Level 4 (8001-20,000 Students)	1	\$3,500.00
Indian River County School District Subtotal:		\$3,500.00

Beachland Elementary School - 707421

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 552 students	Subscription	\$2,732.40
Annual All Product RP Hosting Fee Renewal	1	\$499.00
Beachland Elementary School Subtotal:		\$3,231.40

Citrus Elementary School - 64080

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 552 students	Subscription	\$2,732.40
Annual All Product RP Hosting Fee Renewal	1	\$499.00
Citrus Elementary School Subtotal:		\$3,231.40

Dodgertown Elementary School - 64076

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 552 students	Subscription	\$2,732.40
Annual All Product RP Hosting Fee Renewal	1	\$499.00
Dodgertown Elementary School Subtotal:		\$3,231.40

Fellsmere Elementary School - 63909

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 552 students	Subscription	\$2,732.40
Annual All Product RP Hosting Fee Renewal	1	\$499.00

Q1048675

Fellsmere Elementary School Subtotal: \$3,231.40

Gifford Middle School - 370558

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 552 students	Subscription	\$2,732.40
Annual All Product RP Hosting Fee Renewal	1	<u>\$499.00</u>
Gifford Middle School Subtotal:		\$3,231.40

Glendale Elementary School - 64088

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 552 students	Subscription	\$2,732.40
Annual All Product RP Hosting Fee Renewal	1	<u>\$499.00</u>
Glendale Elementary School Subtotal:		\$3,231.40

Highlands Elementary School - 64066

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 552 students	Subscription	\$2,732.40
Annual All Product RP Hosting Fee Renewal	1	<u>\$499.00</u>
Highlands Elementary School Subtotal:		\$3,231.40

Liberty Magnet Elementary School - 1680781

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 552 students	Subscription	\$2,732.40
Annual All Product RP Hosting Fee Renewal	1	<u>\$499.00</u>
Liberty Magnet Elementary School Subtotal:		\$3,231.40

Osceola Magnet School - 64051

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 552 students	Subscription	\$2,732.40
Annual All Product RP Hosting Fee Renewal	1	<u>\$499.00</u>
Osceola Magnet School Subtotal:		\$3,231.40

Oslo Middle School - 64062

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 552 students	Subscription	\$2,732.40
Annual All Product RP Hosting Fee Renewal	1	<u>\$499.00</u>
Oslo Middle School Subtotal:		\$3,231.40

Pelican Island Elem School - 64004

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 552 students	Subscription	\$2,732.40
Annual All Product RP Hosting Fee Renewal	1	<u>\$499.00</u>
Pelican Island Elem School Subtotal:		\$3,231.40

Rosewood Magnet School - 64046

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 552 students	Subscription	\$2,732.40
Annual All Product RP Hosting Fee Renewal	1	<u>\$499.00</u>
Rosewood Magnet School Subtotal:		\$3,231.40

Sebastian Elementary School - 64001

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 552 students	Subscription	\$2,732.40
Annual All Product RP Hosting Fee Renewal	1	<u>\$499.00</u>
Sebastian Elementary School Subtotal:		\$3,231.40

Sebastian River High School - 64015

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 552 students	Subscription	\$2,732.40
Annual All Product RP Hosting Fee Renewal	1	<u>\$499.00</u>
Sebastian River High School Subtotal:		\$3,231.40

Sebastian River Middle School - 64016

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 552 students	Subscription	\$2,732.40

Sebastian River Middle School - 64016

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
Annual All Product RP Hosting Fee Renewal	1	\$499.00
Sebastian River Middle School Subtotal:		\$3,231.40

Storm Grove Middle School - 2623837

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 552 students	Subscription	\$2,732.40
Annual All Product RP Hosting Fee Renewal	1	\$499.00
Storm Grove Middle School Subtotal:		\$3,231.40

Treasure Coast Elementary School - 2201471

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 552 students	Subscription	\$2,732.40
Annual All Product RP Hosting Fee Renewal	1	\$499.00
Treasure Coast Elementary School Subtotal:		\$3,231.40

Vero Beach Elementary School - 64029

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 552 students	Subscription	\$2,732.40
Annual All Product RP Hosting Fee Renewal	1	\$499.00
Vero Beach Elementary School Subtotal:		\$3,231.40

Vero Beach High School - 64027

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 564 students	Subscription	\$2,791.80
Annual All Product RP Hosting Fee Renewal	1	\$499.00
Vero Beach High School Subtotal:		\$3,290.80

Quote Subtotal: \$64,956.00
Shipping & Processing: \$0.00
Grand Total: \$64,956.00

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Renewal Notice

THIS IS NOT AN INVOICE, DO NOT PAY



Blackboard Inc.
650 Massachusetts Ave., NW
6th Floor
Washington DC 20001
USA

Phone: (202) 463-4860 X2721
Fax : (202) 318-2619
Federal ID # 52-2081178

Send Purchase Order to

Blackboard Finance Operations
650 Massachusetts Avenue NW, 6th Floor
Washington, DC 20001 USA
Fax: (202) 318-2619
FinanceOps@blackboard.com

Unless otherwise notified, invoice will be sent to the address below.

Client Contact Information

Indian River County Schools
1990 25th St.
Vero Beach FL 32960-3367
USA

Client ID: 316303

Renewal Notice Date: 23 May 2013

The renewal pricing listed below is based on your contract with Blackboard and is provided to facilitate generation of purchase orders for your upcoming renewal item. The amounts listed below **do not** include applicable taxes, which will be assessed and included at the time of invoice.

Renewal Number: REN0043454

Contract Number:

BCR11000001436

<u>Qty</u>	<u>UofM</u>	<u>Product Code</u>	<u>Product Description</u>	<u>Start Date</u>	<u>End Date</u>	<u>Price</u>
1.00	YR	BC-CARE-K2NA	CONNECT CARE ANNUAL FEE K-12	01 Jul 2013	30 Jun 2014	1,500.00
Ship To: 316303		Indian River County Schools				
16,241.00	EA	BC-STND-K2NA	CONNECT SERVICE PER USER K-12	01 Jul 2013	30 Jun 2014	36,542.25
Ship To: 316303		Indian River County Schools				
Renewal Amount(USD)						38,042.25

SERVICES AGREEMENT

This SERVICES AGREEMENT (this "Agreement") dated October 5, 2009, is entered into by and between School District of Indian River County, Florida (the "Customer") and Blackboard Connect Inc., a Delaware corporation and wholly-owned subsidiary of Blackboard Inc. ("Blackboard Connect") (collectively, the "Parties" and individually, the "Party"), hereby replaces the Services Agreement dated April 18, 2008, whereby the Customer wishes to utilize the Blackboard Connect Service (the "Service"), on behalf of itself and the schools within the Customer's district (with such schools to be included in the defined term "Customer" used herein), subject to and in accordance with the following terms and conditions and other good and valuable consideration, the receipt of which are hereby acknowledged. Accordingly, the Parties hereby agree as follows:

1. **The Blackboard Connect Service.** In consideration for the Service Fee (as defined below), Blackboard Connect shall provide the Customer with the Service to send unlimited emergency and outreach notifications to parents of enrolled students, administrators, faculty, staff, and board members (individually, a "Recipient," and collectively, the "Recipients"). The Customer will provide all contact data for Recipients (the "Recipient Data"). Telephone messages may only be sent to telephone numbers from the North American Numbering Plan from the 48 contiguous United States, Alaska, Hawaii, and Puerto Rico. Additional charges incurred by the Recipient for messages, including but not limited to text message fees or data fees shall be payable by the Customer or Recipient. The Service will include training and 24/7/365 Client Care Support for all designated Customer users.
2. **Term; Termination.** This Agreement will commence on October 1, 2009 (the "Service Start Date") and will end on June 30, 2012 (the "Initial Term"). Thereafter, the Agreement will renew automatically upon the expiration of the Initial Term for successive one (1) year periods (each, a "Renewal Term," and collectively with the Initial Term, the "Term"), unless either Party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term. Notwithstanding the foregoing, if Customer inputs any information or other data into Blackboard Connect's systems prior to the Service Start Date in order to prepare for the start of the Service and/or sends any messages prior to the Service Start Date, the Customer expressly accepts that the terms and conditions of this Agreement will also apply during that earlier period.
 - a. **Termination for Convenience.** If the Initial Term extends beyond one year, the Customer can terminate the Agreement for convenience on the one year anniversary of the Service Start Date, and each one year anniversary thereafter during the Initial Term, by giving Blackboard Connect written notice to terminate at least thirty (30) days prior to any one year anniversary during the Initial Term.
 - b. **Termination with Cause.** Either Party may terminate this Agreement in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching Party. In the event of a termination by Customer for an uncured material breach, the Customer will receive a prorated refund of the annual Service Fee (minus the Support Fee if any) calculated from the date of termination to the end of the applicable annual period. This Agreement can be terminated immediately by Blackboard Connect for non-payment.
 - c. **Effect of Termination.** In the event of termination or expiration of this Agreement, the Customer will: (i) immediately discontinue access to and/or use of the Service under this Agreement; (ii) pay to Blackboard Connect all amounts due and payable under this Agreement; and (iii) return all documentation and related training materials to Blackboard Connect within a reasonable time at the Customer's cost. Any termination of this Agreement will not affect any rights or liabilities of either Party that accrued prior to such termination. Sections 2, 4, 6, 7, 8 and 9 will survive the expiration or termination of this Agreement for any reason.
3. **Service Fee.** In consideration for the use of the Service during the Initial Term, the Customer will pay Blackboard Connect the following annual fees (collectively, the "Service Fee"):
 - a. **Support Fee.** An annual Support Fee of \$1,500.00 based on the number of enrolled students in the School District. For the period of October 1, 2009 to June 30, 2010 (Period 1) of the Initial Term, the prorated Support Fee will be \$1,120.88. For the period of July 1, 2010 to June 30, 2011 (Period 2) of the Initial Term, the annual Support Fee will be \$1,500.00. Calculation of the aggregate Annual Support Fee for subsequent years after the first year of the Initial Term will be based on the number of enrolled students in the Customer's district in each year of the Initial Term; and
 - b. **Message Fee.** An annual fee of \$2.50 per student per year ("Message Fee"). For the period of October 1, 2009 to June 30, 2010 (Period 1) of the Initial Term, the prorated Message Fee will be \$31,790.00 (i.e., \$1.87 x 17,000 students). For the period of July 1, 2010 to June 30, 2011 (Period 2) of the Initial Term, the Message Fee will be \$44,000.00 (i.e., \$2.50 x 17,000 students). Calculation of the aggregate Annual Message Fee for subsequent years after the first year of the Initial Term will be \$2.50 per student per year based on the number of enrolled students in the Customer's district for each year of the Initial Term.
 - c. **Payment Terms.**
 - i. A total Service Fee of \$32,910.88 (including the prorated Support Fee) will be invoiced on execution of the Agreement and is due within 30 days of invoicing; thereafter, the annual Service Fee will be due at the beginning of each annual period and is due within thirty (30) days after the date of an invoice from Blackboard Connect.
 - ii. For subsequent Renewal Terms beyond the expiration of the Initial Term, the Service Fee will be at Blackboard Connect's then-current pricing.
 - iii. Late payments may be assessed at the lesser of 1.5% per month or the maximum allowable rate under applicable law.
 - iv. The fees hereunder do not include any sales, use, or other taxes, government fees or levies on the provision of the Service. Customer will be responsible for payment of all applicable taxes, fees or levies, unless the Customer is exempt therefrom and provides Blackboard Connect with a copy of Customer's tax exemption certificate or number. All payments to Blackboard Connect shall be made without any deduction or withholding, unless required by applicable

law in which the Customer shall ensure that the net amount actually received by Blackboard Connect from the Customer equals the full amount Blackboard Connect would have received had no such deduction or withholding been required.



4. **Confidentiality.** Each Party agrees to maintain the confidentiality of the other Party's Confidential Information (as defined below), with no less than a reasonable degree of care. Blackboard Connect "Confidential Information" shall include, but not limited to, the Service and all documents relating to the provision of Service including but not limited to the training guides and manuals. Each Party agrees to limit access to the Confidential Information to those of its employees and agents who have a business need for the access and who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information. Blackboard Connect does not rent, trade, or sell Recipient Data received from Customer to third parties, and will only disclose information as necessary to comply with applicable laws and government orders or to operate or maintain the Service.
5. **Privacy Policy and Acceptable Use Policy.** The Customer agrees to comply with the then current Acceptable Use Policy and Privacy Policy (collectively, the "Policies") (which can be found at the Blackboard Connect Website located at www.blackboardconnect.com, as amended from time to time. In the event of an express conflict between the terms of the Agreement and the terms of the Policies, the terms of the Agreement will prevail.
6. **Representations and Obligations.** The Customer represents and warrants that: (i) it will comply with all applicable laws, regulations and contracts in use of the Service and with respect to the content and transmission of its messages sent using the Service; (ii) it will use best efforts in providing accurate and complete Recipient Data; (iii) it has met all legal, regulatory and contractual requirements in providing, and using, the Recipient Data, in connection with the Service, including, but not limited to, obtaining requisite consents to call a Recipient; (iv) it will maintain the confidentiality of its password and account information, and agrees to notify Blackboard Connect in the event of an actual or suspected unauthorized access to its account, or if it loses its account information; (v) it will have in place primary safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire, police, emergency medical, and public health, collectively, "First Responder Services") which do not utilize the Service; (vi) it will not subject Blackboard Connect to any regulations or laws due to the import of certain Recipient Data; (vii) it will not send messages to Recipients who have opted out of receiving messages from the Customer; (viii) if Customer purchases data from Blackboard Connect, it will only use such data purchased from Blackboard Connect to contact individuals pursuant to the use of the Service and is prohibited from downloading or making copies of such data purchased from Blackboard Connect if such activity would violate an applicable law, regulation or contract; and (ix) it will not use the Service in combination with products or services not provided by Blackboard Connect or in a manner for which the Service was not designed, which would cause the Service to infringe on a third party intellectual property right. The Customer agrees to defend, indemnify and hold harmless Blackboard Connect against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from the content or effects of any messages the Customer distributes using the Service or the Customer's use of the Service.
7. **Limitation of Liability.** In no event will Blackboard Connect, its officers, employees, representatives or licensors be liable to Customer for any indirect, punitive, reliance, special, consequential, exemplary, or other similar damages of any kind or nature whatsoever, suffered by the Customer or any third party (including without limitation, business interruption, downtime, or any use of, or failure to use the Service, or any loss of business, contracts, profits, anticipated savings, goodwill or revenue, or any loss or corruption of data), arising out of this Agreement, the Service, or the transactions contemplated hereby, even if a Party has been advised of the possibilities of such damages or should have foreseen such damages. Blackboard Connect, its officers and employees will not be liable for any damages or injury with respect to the performance of the Service, including, but not limited to, any failure of performance, error, omission, defect, delay, computer virus, or line failure, interruptions or disruptions in the services contemplated under this Agreement caused by or resulting from any act, omission or condition beyond Blackboard Connect's reasonable control, whether or not foreseeable or identified, including but not limited to, transmission errors, or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, acts of war, governmental regulations, public utilities or telecommunication providers, shortage of equipment, materials or supplies, fire, power failure, earthquakes, severe weather, floods or other natural disaster or the Customer's or any third party's applications, hardware, software or communications equipment or facilities, unless same results from the intentional or willful acts of Blackboard Connect. Under no circumstances will the aggregate liability of Blackboard Connect to the Customer or any third party arising out of or related to this Agreement or the provision of the Service, exceed the aggregate fees paid to Blackboard Connect under this Agreement during the 12 month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort or otherwise. The existence of multiple claims will not enlarge this limit. The foregoing limitations of liability are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Nothing contained in the foregoing limits or excludes the liability of Blackboard Connect for liability which cannot be excluded by law. Notwithstanding anything contained herein to the contrary, the Customer shall be responsible for all claims and damage resulting from the misuse of the Service by the Customer or its users including reimbursement of any expenses incurred by Blackboard Connect in defending claims arising from such misuse. The Parties acknowledge and agree that the fees, limitations of liability and remedies reflect the allocation of risk between the Parties, and that Sections 7 and 8 are essential elements of the basis of the bargain between the Parties and that in its absence, the economic terms of this Agreement would be substantially different. Blackboard Connect reserves the right to modify or remove any functionality that may be alleged to infringe a third party's intellectual property rights.
8. **Limited Warranty.** THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BLACKBOARD CONNECT EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE SERVICE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, DATA ACCURACY, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND/OR QUIET ENJOYMENT. NEITHER BLACKBOARD CONNECT NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SERVICE WILL MEET ANY REQUIREMENTS OR NEEDS CUSTOMER MAY HAVE, OR THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. BLACKBOARD CONNECT AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS TO OR OF ACCURACY OF THE CONTENT

CONTAINED IN OR ACCESSED THROUGH THE SERVICE. In the event of the Service's failure to comply with this Agreement, the Customer's sole remedy shall be to terminate the Agreement. The Customer acknowledges and agrees that the Service is not intended, nor designed, for use in high risk activities, or in any situation where failure of the Service could lead to death, personal injury, or damage to property, or where other damage could result if an error occurred and the parties further agree that, to the extent not prohibited by applicable law, Blackboard Connect shall not be liable for any death, personal injury or damage to property. The Customer also acknowledges and agrees that the primary recourse of the Customer in the event of any actual or potential threat to person or property should be to contact First Responder Services and that the Service is not intended to replace First Responder Services, or to be used for communicating with, or replace notification to, or interoperate directly with, First Responder Services, which should have already been notified and deployed prior to using the Service.

9. **Miscellaneous.** The Customer acknowledges and agrees that the Confidential Information and all other materials pertaining to the use of the Service are not purchased or developed with Customer funds. Accordingly, nothing in this Agreement grants or transfers to the Customer any ownership rights in the foregoing materials or the Service. Each Party may seek any relief, including equitable relief provided under law. The Customer is expressly prohibited from reproducing, modifying, duplicating, copying, making derivative works, publicly displaying, or otherwise exploiting, in whole or in part, the member pages of the Blackboard Connect website without the express written permission of Blackboard Connect. This Agreement will be governed and interpreted in accordance with the governing law of the state of the Customer. In addition to any other relief awarded, the prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement. In the event that any provision of this Agreement is invalid under applicable law, the remainder of this Agreement will continue in full force and effect, and the Parties will replace the invalid provision with one that, as much as possible, reflects the original intentions of the Parties and is valid under applicable law. Blackboard Connect is providing a service to the Customer as an independent contractor. No provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Blackboard Connect or Customer, any rights, remedies or other benefits under or by reason of this Agreement. All notices to Blackboard Connect must be in writing and may be delivered in person or by courier, sent by facsimile, or mailed postage prepaid, return receipt requested to the attention of the Legal Department at the address on the signatory page. Notices to the Customer must be in writing and may be delivered in person or by courier, sent by facsimile, or mailed by certified or registered mail, postage prepaid, return receipt requested to the address on the signature page and to the attention of the signatory. Any notices will be effective upon receipt by the Party receiving such notice. Neither Party may assign this Agreement without the other Party's prior written consent, provided, that Blackboard Connect may assign this Agreement without the Customer's prior consent to (i) a parent, subsidiary or affiliate of Blackboard Connect or (ii) any entity or successor that acquires all or substantially all of the business, stock, or assets of Blackboard Connect. Any assignment made in conflict with this provision shall be void subject to the foregoing, and this Agreement shall benefit and bind the permitted successors and assigns of the Parties. The Agreement may be executed in counterparts and a signature on a copy of this Agreement received by either Party by facsimile is binding upon the other Party as an original. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter hereof, and supersedes all prior communications between the Parties, whether written or oral with respect to the subject matter hereof. Except as stated herein, this Agreement may be amended only in writing that refers explicitly to this Agreement and that is signed by an authorized representative of both Parties.

By signing below, the Customer represents and warrants that it has read and understands all applicable parts of this Agreement, including the Policies, and that person who has signed this Agreement for the Customer is authorized to execute and deliver this Agreement on its behalf.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date of execution of this Agreement.

SCHOOL DISTRICT OF INDIAN RIVER COUNTY	BLACKBOARD CONNECT INC.
Authorized Signatory: 	Authorized Signatory: 
Name & Title: <u>Carol Johnson, Chairman of School Board IRC</u>	Name & Title: <u>Toni Long VP</u>
Execution Date: <u>10/27/2009</u>	Execution Date: <u>10/27/09</u>
Address: 1990 25 th Street Vero Beach, FL 32960	Address: Blackboard Inc. 650 Massachusetts Ave NW, 6th Floor Washington, DC 20001-3796 Tel: (202) 463-4860 ext 2463 or ext 2592 Fax: 8184500425
Contact for Notices: _____	Email: <u>Toni.Long@blackboard.com</u>
Tel: _____	
Email: _____	
Fax: _____	

Educational Data Resources, LLC

750 S. Orlando Ave., Suite 201B
 Winter Park, FL 32789

Sales Order

Date	S.O. No.
5/2/2013	2013053-A

Name / Address
School District of Indian River County Attn: Bruce Green 1990 25th Street Vero Beach, FL 32960

Ship To
School District of Indian River County Attn: Bruce Green 1990 25th Street Vero Beach, FL 32960

P.O. No.	Project

Item	Description	Ordered	Rate	Amount
Software Mainten...	Software Maintenance Fees for the following applications: Application Environment Finance Human Resources Student Maintenance period from July 1, 2013, through June 30, 2014. Educational Data Resources, LLC Attn: Amy Baker abaker@edrterms.com		167,416.00	167,416.00
			Total	\$167,416.00



CrossPointe Master License Agreement

The School Board of Indian River County

The following Master Terms and Conditions contained in this Agreement (“T&C’s” or “Agreement”) supplement and govern each Product Order Form Software End User Agreement (“Product Order Form”) entered into at any time between CrossPointe, LLC. (“CrossPointe”) and The School Board of Indian River County (“Client”). CrossPointe and the Client are individually referred to herein as a “Party” or collectively as the “Parties.”

1. **Definitions.** Unless the context otherwise requires, the following definitions shall apply and are in addition to the definitions contained in other parts of this Agreement and in each Product Order Form:

“Agreement” means these T&C’s and each Product Order Form referring to these T&C’s and entered into by the Parties.

“CrossPointe Supported Products” or “Products” means the products specified by CrossPointe in a Product Order Form for as long as those products are eligible for Support by CrossPointe under Section 4 of this Agreement during the Support Period.

“Intellectual Property Rights” means all copyrights, patent rights, confidentiality rights, trade secret rights and trademark rights.

“License Fee” means the amount to be paid by the Client for the components of the System as identified in the Schedule.

“License Term” is perpetual, unless a shorter term is specified in a Product Order Form or the License is terminated pursuant to the Agreement.

“Major Release” means the version of a CrossPointe Supported Product denominated by the number before the decimal point in the release designation (e.g., 4.0 and 5.0 are each different Major Releases).

“Operating System” shall mean the third party foundation software required to communicate with the Client’s computer hardware as identified in the Schedule.

“Price” means the total amount of License and Service Fees for the System as specified in the Client Product Order Form.

“Schedule” means the Product Order Form or Forms initially attached hereto, and/or subsequently added by consent of the Parties, which identify the elements of the System to be provided and the Services to be performed by CrossPointe or a third party under this Agreement.

“Services” means each of the types of services identified in a Product Order Form and rendered by CrossPointe during the period identified in that Product Order Form which may include training, maintenance, implementation services and conversions.

“Services Fees” means the particular fees for specific services identified in the Product Order Form.

“Software” shall mean the CrossPointe Supported Products or Products (including modifications and enhancements [and source and object code if the Client’s Product Order Form calls for an in-house stand alone installation of the Software]) that comprise the proprietary application software and its accompanying documentation as identified in the Schedule.

“Software Maintenance Agreement” means an annual software support and maintenance contract between CrossPointe and the Client in consideration for such percentage of the then current License Fees of the CrossPointe Supported Products identified in the Product Order Form.

“Subscription Services” means each of the types of services identified in a Product Order Form and rendered by CrossPointe during the subscription period identified in that Product Order Form. (Support is not a Subscription Service.)

“Support Period” means the initial period of Support specified in a Product Order Form (60 days unless otherwise specified) and commencing on the initial delivery of the CrossPointe Supported Products (“Initial Support Period”).

“System” shall mean the Software, Operating System and Third Party Software.

“Third Party” means the applicable third party owner of Products that are delivered to the Client under the Agreement or separate agreement with the third party owner.

“Third Party Software” shall mean proprietary software owned and supplied by third parties or to be supplied by CrossPointe as identified in the Schedule.

2. License. In accordance with the terms herein, CrossPointe grants to Client and the Client accepts from CrossPointe a personal, nonexclusive and nontransferable license to use the Software (including all object, source and executable codes related thereto if the Client’s Product Order Form calls for an in-house stand alone installation of the Software) or provide the Client with a functional Application Service Provider license with respect to the Software (if the Client’s Product Order Form calls for an “Application Service Provider” license) and/or System, as the case may be, within the The School Board of Indian River County, subject to the conditions and restrictions contained herein, with only up to the maximum concurrent users and maximum seats – per Subscription agreement as shown in the Product Order Form applicable, unless and until terminated hereunder. Client shall be entitled to license additional concurrent users at CrossPointe’s then prevailing rates by written agreement of the parties. Except as otherwise provided in this Agreement, the Software and/or System shall be used only for Client’s internal business needs. Except as otherwise provided in this Agreement, Client shall not permit any third party, to use the Software and/or System nor shall the Client grant any sublicense for the use of the Software and/or System. All modifications, enhancements and updates to the Software provided by CrossPointe shall become part of the Software and be subject to the terms and conditions herein (the “License”):

a. Installation and Use. The Client, or a third party service provider retained by the Client and certified by CrossPointe, may: i) install the Software upon computer hardware equipment owned or leased by such Client (if the Client’s Product Order Form calls for an in-house stand alone installation of the Software) or ii) provide the Client with a functional Application Service Provider license with respect to the Software (if the Client’s Product Order Form calls for an “Application

Service Provider” license (defined as a centrally-hosted implementation of CrossPointe’s Software which is shared by multiple end-user accounts) of the Software, in each case with the Client’s use of the Software being only for the internal business needs of the Client. The Client acknowledges that its use of the Software and/or Third Party Software may be subject to additional licensing terms from the relevant Third Party, and that the Client is authorized to use the Software and Third Party Software subject to the terms of this Agreement and such additional licensing terms.

b. **Software Copies.** All copies of the Software (whether made by the Client or provided by CrossPointe) are subject to the provisions of this Agreement. The Client must maintain an accurate record of the locations of all copies of the Software, which record may be inspected by CrossPointe at any time.

c. **Documentation Copies.** The Client may make a reasonable number of copies of the CrossPointe Documentation. The Client may not copy Third Party Documentation unless specified in an addendum provided by the Third Party.

d. **Third Party Products Sublicensed by CrossPointe.** The Third Party Products sublicensed by CrossPointe may be used only with the Software and Systems shown on the applicable Product Order Form. If the reseller agreement terminates between CrossPointe and a Third Party: (1) the Client may continue to use all Third Party Products under the License for the License Term and (2) that Third Party will continue to be a third party beneficiary to the Agreement and may enforce its rights under the Agreement as the licensor of that Third Party’s Product sublicensed by CrossPointe to the Client or the Third Party may enter into a distinct contract with the Client.

e. **Product Exchange.** During the Support Period CrossPointe will fulfill Client’s request to exchange the CrossPointe Supported Products for other available CrossPointe Supported Products that have pricing, features and functionality similar to the Products licensed by Client (as reasonably determined by CrossPointe).

f. **Software Modifications.** The Client may use the CrossPointe Products to develop and use (for only the internal business needs of the Client) interfaces, Software modifications, or enhancements. CrossPointe and its Third Parties will continue to own all Intellectual Property Rights to any object code, executable code or source code developed by CrossPointe or its Third Parties (in any language translation whether or not developed by CrossPointe or its Third Parties). This Agreement and the Client will not restrict CrossPointe’s or its Third Parties’ independent development, use or licensing of any type of software. Unless authorized by separate agreement, the Client will not modify Third Party-owned Products unless otherwise agreed to in a separate Third Party License Addendum. Client developed software which enhances, supports, or modifies the CrossPointe Products (“Client Modifications”) shall be owned by CrossPointe. Each such Client Modifications may be used by CrossPointe for its own use and for use by CrossPointe’s other customers as a perpetual, irrevocable, nonexclusive right and license; provided, however, if CrossPointe, in its sole discretion, decides to incorporate such Client Modifications into CrossPointe’s standard product offerings or CrossPointe’s Supported Products which CrossPointe makes available to its other customers, then Client may continue to use such Client Modifications pursuant to the License granted in this Agreement. Notwithstanding the foregoing, should CrossPointe incorporate such Client Modifications into its standard product offerings or its Supported Products then Client, by its execution of this Agreement, irrevocably assigns to CrossPointe all right, title and legal interests (including all rights of copyright, patent, and other intellectual property rights) in and to the Client Modifications, absolutely and in fee simple, including, but not limited to the right of perpetual, irrevocable, nonexclusive use and license and sublicense rights with respect to the Client

Modifications, for its and its future customers' benefit, in each and all manner and circumstance, without any compensation due or payable to Client for such ownership rights with respect to all Client Modifications.

g. **Restrictions.** The Client may not rent, lease or re-license the Software or use the Software to provide data processing, outsourcing, service bureau, hosting services or training to third parties. The Client will retain and include on each copy of the Software, all titles, trademarks, and copyright and restricted rights notices. The Client will not disassemble, decompile, decode or reverse engineer the Software, except as expressly permitted by applicable law or contract for the CrossPointe Products. The restrictions in the Agreement concerning the use and confidentiality of the Software extend to any updates, upgrades, enhancements, new releases or support materials related to the Software and provided by CrossPointe or its Third Parties. Client is responsible for compliance with the Agreement by each member and employee of the Client, each user and any third party service provider retained by Client.

h. **U.S. Government restricted rights.** If Licensee is acting on behalf of any unit or agency of the United States Government ("Government"), the following provisions apply: (1) the software and documentation are provided to the Government with Restricted Rights, (2) use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and subparagraph (c)(2) of the Commercial Computer Software – Restricted Rights clause at FAR 52.227-19.

i. **Price and Payment.** Client shall pay CrossPointe for the Software License granted herein, in the manner and as specified to in the initial and/or any subsequent Product Order Forms executed by Client pursuant to this Agreement (collectively the "Product Order Price").

All payments hereunder shall be made in United States Dollars. Unless otherwise stated herein, all invoices shall be due and payable within thirty (30) days of date of invoice. On any invoice not paid within sixty (60) days, CrossPointe may assess and Client shall pay a service charge accruing thereafter until the date of payment equal to the lesser of: (i) the rate of one and one-half percent (1.5%) per month or (ii) the maximum lawful interest rate applicable. In the event Client's account is in arrears for more than ninety (90) days for ANY reason, CrossPointe shall be entitled to immediately place Client on support hold. No Services, including Subscription Services, will be provided while Client is on support hold. Client shall remain on support hold until Client's account is paid current.

If the Client fails to pay the Product Order Price and/or License Fees (but not with respect to any failure of Client to pay any maintenance fees) and persists in such failure to pay the Product Order Price and/or License Fees for thirty (30) days after receiving written notice thereof from CrossPointe, CrossPointe may terminate this Agreement and declare any unpaid amounts owed hereunder immediately due and payable. Client Modifications made to the Software by the Client shall be CrossPointe's property, pursuant to the terms described in Section 2(f) of this Agreement. Any modifications, enhancements or changes made to the Software by CrossPointe, whether under agreement with the Client or otherwise, shall be CrossPointe's property. Client Modifications made to the Software shall be subject to CrossPointe's warranty only if and when such changes are incorporated into the Software, CrossPointe's standard product offerings or CrossPointe's Supported Products, as generally distributed to CrossPointe's other customers. Upon any termination of this Agreement pursuant to this paragraph, the Client shall discontinue its use of, and shall return within 10 days, all copies of the Software and Documentation then in its possession. The Client's obligation to pay accrued charges and fees and to protect the confidentiality of the Software

and Documentation shall survive termination. Cancellation of the license granted hereunder shall be in addition to and not in lieu of any other remedies available to CrossPointe. Any such termination shall also terminate CrossPointe's and Third Party Vendors' warranty and indemnity obligations and liabilities.

3. Deliveries and Installation. Promptly after receipt of the payment(s) as specified in the Product Order Price, CrossPointe will deliver to the Client one copy of the Software (if the Client's Product Order Form calls for an in-house stand alone installation of the Software) and one copy of the Documentation. Except to the extent otherwise agreed to separately in writing by the Parties, the Client is responsible, at its expense, for installation of the Software (if the Client's Product Order Form calls for an in-house stand alone installation of the Software), user training, data conversion and other services.

4. Support by CrossPointe. During the Support Period, CrossPointe will provide the Client the following support ("Support"):

a. Repair, replace or provide The Client with an upgrade of the CrossPointe-Supported Products to comply with the Product Warranty under Section 7.

b. Make CrossPointe's standard telephone support available to persons authorized by the Client, including general technical information and assistance with problem determination, isolation, verification and resolution during the hours of 8 a.m. to 5 p.m. EST (excluding weekends and CrossPointe designated holidays).

c. Provide the Client updates, enhancements, and new releases of the CrossPointe Supported Products when generally made available by CrossPointe for installation and use by the Client. (1) CrossPointe will provide support for the immediate prior Major Release for a period of 12 months after general availability of the then current Major Release. (2) CrossPointe will alert Client at least 6 months before the scheduled termination of Support and the Product Warranty for any Major Release. CrossPointe may immediately terminate Maintenance and the Product Warranty for all CrossPointe Supported Products if Client does not renew Support for the CrossPointe Supported Products designated on a Product Order Form. Client may elect to purchase at Client's expense from the applicable Third Party available support for the Third Party Products specified in a Product Order Form as not maintained or supported by CrossPointe. CrossPointe will have no obligation to provide support for any Client Modifications until such time as such Client Modifications have been incorporated into the CrossPointe Supported Products which have been made available to other CrossPointe customers.

d. CrossPointe shall exercise reasonable skill and care in the provision and performance of support. Dates given for performance of Services are good faith estimates only.

e. To the extent it is included in the Product Order Form, CrossPointe will provide routine Support for the Third Party Software. In addition, CrossPointe shall communicate with the respective Third Party in an attempt to obtain and provide to Client any applicable corrections to the Third Party Software. The Client shall, however, be responsible for ensuring that key personnel and new staff additions are properly trained on the use and general maintenance of the Third Party Software.

5. Client Responsibilities. CrossPointe Support and the Product Warranty require that:

- a. Client shall ensure its hardware is kept in good working order in accordance with the manufacturer's recommendations and requirements.
- b. Client shall identify and provide "key" individual contacts to serve as Client's first line of support on routine System issues for the Client's authorized users and to serve as a liaison between the Client and CrossPointe on the issues which need to be communicated to CrossPointe.
- c. Client shall provide CrossPointe access to the Client's system via a mutually agreed upon method. Such access shall allow CrossPointe to conduct an audit of the Software as required by CrossPointe, from time to time, and to support, monitor and test Client's system.
- d. Client shall take all reasonable steps to ensure that no virus is loaded on the System. Virus diagnosis and removal services are not covered by Support and are billable at CrossPointe's then prevailing rates.
- e. Client shall install all new releases of the Software within 12 months after being provided by CrossPointe. If the installation of a new release of Software also requires a new release of the Operating System or Third Party Software, the Client shall also install such new release(s) at the same time that it installs any such new release of the Software, so that the newly supported CrossPointe release will be functional.
- f. The Client shall be responsible, to the extent Client deems necessary, for the following, unless otherwise set forth in the Schedule: adherence to specified electrical requirements; running all cable and phone connections for the System; all data conversion, media, and other charges related to the transfer of the Client's data; all networking design and administration charges relating to the set-up and support of the Client's network.
- g. The Client shall use the Software and Third Party Software only in accordance with the terms and conditions set forth in this Agreement. Third Party Software and CrossPointe Software may only be used within The School Board of Indian River County or on portable hardware owned by the Client and utilized by its employees.
- h. The Client shall provide CrossPointe reasonably available information and technical assistance.
- i. The Client's installation of all or any part of the Software shall be in accordance with the Documentation.
- j. If CrossPointe reasonably determines that a Client reported problem is either (1) not caused by the CrossPointe Supported Products or (2) due to the Client's modification of the Products or noncompliance with the Documentation, and CrossPointe is reasonably able to correct the problem at Client's request, then Client will reimburse CrossPointe for that requested correction at CrossPointe's then current hourly rates (CrossPointe will notify Client before incurring those expenses).

6. Service Fees, Renewal and Reinstatement. [This Section 6 pertains only to CrossPointe Supported Products having a perpetual License Term. Service fees for CrossPointe Supported Products that have a shorter, stated License Term, are payable in the amounts and on the periodic payment dates described in the Product Order Form for those Products.] There is no Service Fee for the CrossPointe Supported

Products during the Initial Support Period. While CrossPointe provides Support to other Clients, Client may renew Support for the CrossPointe Supported Products for one-year renewal periods by paying CrossPointe the applicable amounts under this Section 6 and the Product Order Form. CrossPointe will invoice the Client approximately 90 days before the end of the then current Support Period and notify the Client of non-payment approximately 10 days before the Support renewal date. CrossPointe may terminate Support if all past due, undisputed invoices are not paid by the Support renewal date. The Product Order Form states the initial fee after the Initial Support Period and relevant dates for annual Support of the CrossPointe Supported Products (excluding Third Party Products). Where applicable, fees for each Third Party Product supported by CrossPointe after the Initial Support Period will be included on the Product Order Form. Client will reimburse CrossPointe for reasonable travel and out-of-pocket expenses incurred when rendering on-site Support or Product Warranty services, if such on site support or warrantee service is required due to errors of Client which cannot be corrected remotely, (CrossPointe will notify Client before incurring those expenses). If Support has terminated because of non-renewal or non-payment, and Client desires to reinstate Support, CrossPointe will reinstate available Support within 18 months after termination of Support if Client pays CrossPointe: (a) all undisputed invoices, (b) the annual Support fee for the next one year Support Period, and (c) if support has been terminated for more than 90 days, a "reinstatement fee" equal to 5% of the then current "list price".

7. Product Warranty. During the Support Period CrossPointe warrants that (the "Product Warranty"):

Media. The Product media as provided by CrossPointe will be free of material defects.

Viruses. Before Product delivery by CrossPointe, CrossPointe will use up-to-date, commercially available virus scanning and cleaning products, and will not, based on the results of that scanning and cleaning, deliver to the Client Products containing any computer viruses, time bombs, harmful and malicious data, or other undocumented programs which inhibit Product use and operation. When properly installed, the unmodified Software provided by CrossPointe for the CrossPointe Supported Products will operate materially and substantially as described in the Documentation for that Software.

THE WARRANTIES REFERENCED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CROSSPOINTE DOES NOT WARRANT THAT THE SOFTWARE IS FREE OF NONMATERIAL DEFECTS. CROSSPOINTE DOES NOT REPRESENT THAT THE SYSTEM WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

8. Title.

a. CrossPointe warrants that it owns all rights, titles, and interests in the CrossPointe Supported Products and the software used by CrossPointe for the Subscription Services, or has the authority by license, sufficient to grant Client the License and fulfill CrossPointe's obligations under the Agreement. Client's exclusive remedies for the breach of this Section 8 by CrossPointe are described in Sections 9 and 11.

b. The Software, Third Party Software, Operating System, all programs developed by CrossPointe for the Client hereunder, and all copies thereof are proprietary to CrossPointe or the respective

Third Party and title thereto remains with CrossPointe or such Third Party. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software, Third Party Software, Operating System or any programs developed by or at Client's request are and shall remain in CrossPointe or the respective Third Party. Client shall not modify, reverse engineer, assemble or decompile, in whole or in part, the Third Party Software or Operating System. Client shall not sell, license, transfer, publish, disclose, display or otherwise make available the Software, Third Party Software or Operating System or copies thereof to any other party, individual or entity. Client agrees to secure and protect the Software, Third Party Software and Operating System and copies thereof in a manner consistent with the maintenance of CrossPointe's and/or the third party's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to the Software, Third Party Software or Operating System to satisfy its obligations hereunder. Violation of any provision of this paragraph shall entitle CrossPointe to terminate this Agreement and the Software, Third Party Software and Operating System licenses granted hereunder.

9. Remedies. The Client's exclusive remedies for breach of the Product Warranty or Support are:

a. CrossPointe will provide Support to repair or replace the Products to enable the Products to comply with the Product Warranty.

b. If CrossPointe does not comply with Section 9(a) within the Cure Period (as defined below), the Client may recover direct damages for the CrossPointe Supported Products subject to the damage claim, including up to a refund of the License Fees or Service Fees paid by the Client to CrossPointe, subject to the time periods and limitations described in Section 14. Client may also elect to terminate Support, the Subscription Services, the License or the Agreement if CrossPointe's breach is not cured within the Cure Period. CrossPointe may terminate the License and the Agreement if the undisputed License Fees are not paid by the Client within 30 days after notice of late payment or if the Client does not cure any other material breach of the Agreement within 90 days after notice of breach. CrossPointe may terminate Support and any Subscription Services if CrossPointe's undisputed invoices are not paid within 30 days after notice of late payment. Upon termination of the License by CrossPointe for non-payment of the Product Order Price, the License Fees or Service Fees, then Client shall promptly destroy or return the Products to CrossPointe (Third Party Products must be returned to CrossPointe or applicable Third Party within 10 days of the termination notice). If the License and the Agreement terminate as described in this Section 9 other than for non-payment of the Product Order Price, the License Fees or Service Fees, then Client shall (if the Client's Product Order Form calls for an in-house stand alone installation of the Software) be permitted to retain and continue its right to use, for its use only, the source, object and executable Software codes, pursuant to the term, restrictions and conditions contained in this Agreement. "Cure Period" means the period of time reasonably required after notice from Client for CrossPointe to cure a breach in accordance with CrossPointe's standard Support practices. Sections 1, 2, 5, 8b, and 10 through 22 shall survive any termination of the Agreement.

10. Confidential Information. The Client acknowledges that the System is a confidential and proprietary trade secret of CrossPointe. The Client, including the Client's agents and employees, shall keep the Software and all related confidential materials in strictest confidence. "Confidential Information" means object code, source code and benchmark tests for the Products, pricing, non-standard CrossPointe contract terms, Client data and all other information reasonably believed to be confidential, but excludes:

a. Information made available to the general public without restriction by the disclosing Party or

by an authorized Third Party;

- b. Information known to the receiving Party independent of disclosures by the disclosing Party;
- c. Information independently developed by the receiving Party without access to or use of the disclosing Party's Confidential Information; and
- d. Information that the receiving Party may be required to disclose pursuant to subpoena or other lawful process, provided that the receiving Party notifies the disclosing Party in a timely manner to allow the disclosing Party to appear and protect its interests, and such disclosure complies with applicable law.

Client's Confidential Information also excludes any new features or functionality suggested by Client for the Products or Subscription Services. The Parties will use reasonable efforts to keep each other's Confidential Information secret and will use that information only to fulfill the rights and obligations under the Agreement. Either Party may disclose in confidence the other Party's Confidential Information on a need-to-know basis to other persons within the control of the disclosing party, and the Party making that disclosure will be responsible for that person's compliance with these restrictions on disclosure and use.

11. Infringement Indemnity and Remedies. CrossPointe will, at its expense, retain counsel and defend any suit or claim brought against the Client and will indemnify the Client against any Third Party damage claims that the CrossPointe Supported Products as delivered by CrossPointe or software used by CrossPointe for the Subscription Services infringe upon any Third Party's Intellectual Property Rights enforceable under Canadian, United States or state law or international copyright treaty, if Client: (a) promptly notifies CrossPointe after Client learns of the suit or claim, and no delay by Client in providing that notice materially prejudices the rights of CrossPointe; (b) gives CrossPointe authority to defend or settle the suit or claim (provided that CrossPointe does not agree to any settlement that materially prejudices Client); (c) gives CrossPointe all available non-privileged information reasonably requested by CrossPointe concerning the suit or claim; and (d) complies with this Section 11 and reasonably cooperates with CrossPointe in the defense (CrossPointe will reimburse Client's reasonable out-of-pocket costs of that requested cooperation). The Client may also retain counsel to participate in the defense ("Client's Counsel"). CrossPointe will reimburse Client for the reasonable fees and expenses of Client's Counsel only if CrossPointe fails to continue to retain legal counsel as required by this Section 11. CrossPointe shall have the right to control the defense of all such claims, lawsuit and other proceedings. In no event shall Client make any prejudicial statement in relation thereto, or settle any such claim, lawsuit or proceeding without CrossPointe's prior written approval. Client shall, if and when requested by CrossPointe, and at CrossPointe's expense, promptly provide all needed assistance in the defense of such claims. If as a result of any claims of infringement by the Software against any patent, copyright, license or the property right of a Third Party, CrossPointe or Client is enjoined from using the Software, or if CrossPointe believes that the Software is likely to result in a judgment of infringement, CrossPointe at its option and expense may: (i) procure the right for Client to continue to use the Software; (ii) replace or modify the Software so as to make it non-infringing with similar functionality; or (iii) discontinue the License granted herein and refund to Client 50% of the respective License Fees paid hereunder with respect only to the software component of the System deemed likely in a judgment of infringement and which has been paid during a three year period prior to CrossPointe making this election under Section 11. CrossPointe will have no obligations or liability for any suit or claim of infringement based on the Client's use of a superseded or Client-altered release of the CrossPointe Supported Products to the extent that the obligation or liability will be voided by the use of a then current release of the CrossPointe Supported Products which CrossPointe provides to Client.

Client will reasonably cooperate with CrossPointe to mitigate infringement damages. The foregoing states the entire, sole, and exclusive liability of CrossPointe with respect to infringement on any Third Party property rights by the Software or any parts thereof. This indemnity shall not apply if the infringement is caused in whole or in part by modifications to the System made by Client or other non-CrossPointe personnel; use of the Software in a manner other than in accordance with the Agreement or use of the Software in combination with software not supplied by CrossPointe under the Agreement.

12. **No Direct Solicitation of Employees.** During the 12 months after the initial License of the Products, neither Party (nor its recruiters acting on the Party's behalf) will directly solicit the employment of any employee of the other Party whose job responsibilities relate to the Products, Support or Subscription Services without written consent by both parties. Notwithstanding the foregoing, each party hereto shall be permitted to place general employment advertisements in any local media and shall be allowed to utilize professional employment recruiters, as it deems advisable.

13. **Excusable Delay.** Neither Party will be in default of its obligations under the Agreement or liable to the other for any noncompliance arising from causes beyond the reasonable control of the Party, including without limitation, fires, floods, natural disasters. Each Party will use reasonable efforts to resolve promptly any type of excusable delay.

14. **Limitations of Liability.** In no event will CrossPointe, CrossPointe's Third Parties or the Client be liable for indirect, incidental, punitive, exemplary, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either Party, whether in contract or tort, even if the other Party has been advised of the possibility of such damages. Neither Party will seek or apply for such damages. CrossPointe's and its Third Parties' aggregate liability for damages to the Client for the Agreement, the Products, the Product Warranty, Support or the Subscription Services, whether in contract or tort, shall be limited to actual direct money damages in an amount not to exceed: (a) the License Fees paid by the Client to CrossPointe for the Products subject to the damage claim if the claim arose within one year after the date of the earliest Product Order Form for those Products, (b) the most recent annual Service Fees paid by Client to CrossPointe for the Products subject to the damage claim if the claim arose more than one year after the date of the earliest Product Order Form for those Products or (c) the most recent annual Subscription Services Fees paid by Client to CrossPointe for the Subscription Services subject to the damage claim. The Parties will each use reasonable efforts to mitigate their damages. These limitations represent the agreed allocation of risk. **THE FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS WHETHER CLIENT'S REMEDIES HEREUNDER HAVE FAILED THEIR ESSENTIAL PURPOSE.**

15. **Assignment.** Client may not assign the License or the Agreement or transfer any rights or obligations under the Agreement without CrossPointe's consent under an assignment or leasing addendum, such consent may be unreasonably withheld. Any assignment or transfer in violation of this Section 15 is void. Any valid assignment of Client's rights and obligations in relation to the Software will require an additional Software License Fee paid to CrossPointe at CrossPointe's then prevailing rates unless otherwise specified. Assignments of this Agreement by CrossPointe shall not be made without prior notification to the Client.

16. **Publicity.** Either Party may (in any presentations, press releases, advertising or publicly-disseminated materials) refer to the other Party, to the Products licensed by the Client, or to background information, including for example: CrossPointe competitors and competing products considered by the Client, and the Client business needs and reasons for selecting CrossPointe and its Products. Before disseminating that information publicly, the disclosing Party will review the factual content of the disclosures with the other Party.

17. Remedies. Promptly after the written request of either Party, each of the Parties will appoint a designated representative to meet promptly in person or by telephone to attempt to resolve in good faith any dispute concerning the Products, Support, Subscription Services, CrossPointe's invoices or the Agreement. If the designated representatives do not resolve the dispute, then either Party may request that an officer of CrossPointe and an officer of Client meet within 15 days in person or by telephone to review and attempt to resolve the dispute in good faith. No litigation, arbitration or other action relating to the Products, Support, Subscription Services, CrossPointe's invoices or the Agreement may be brought: (a) if the injured Party has not participated or agreed to participate in the above meetings or (b) if the cause of action has been known by the injured Party more than 2 years. Each Party will pay (without reimbursement) its own legal fees and expenses incurred in any dispute. The Parties must comply with this Section 17 for any dispute, controversy or claim arising out of or relating to the rights and obligations of a party under this Agreement or the validity, interpretation, breach or termination thereof, including claims seeking redress or asserting rights under applicable law.

18. Notices. All notices required under the Agreement must be in writing and delivered electronically or by other method providing for proof of delivery, to the attention of the President or Chief Operating Officer, as to CrossPointe and to the Superintendent, as to Client, at the address on the applicable Product Order Form (unless a different address has been designated by notice to the other Party).

19. Escrow. If requested by Client, a current version of the Software source code and the accompanying documentation will be placed into escrow with a third party. Source code which has been escrowed is eligible for release in the event CrossPointe liquidates or shall be declared bankrupt. If Client receives source code under the above circumstances, such source code shall be deemed to be Software and subject to the terms and conditions herein. The source code is to be used solely for Client's maintenance of the Software.

20. General.

a. Unless otherwise specifically agreed in writing by an authorized representative of Client and a Vice President or higher ranking officer of CrossPointe, this Agreement will solely govern any present or future purchases/licenses by Client from CrossPointe. Any additional Schedules shall be attached and incorporated into this Agreement by reference.

b. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement, along with the respective Product Order Forms and attachments, is the complete and exclusive statement of the Agreement between the parties with respect to the System and shall supersede all prior proposals, understandings and all other agreements, oral and written. The terms and conditions in this Agreement shall take precedence over the terms and conditions included in all purchase orders and other documentation submitted by Client pursuant to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

c. Neither party hereto shall be liable or deemed in default for any delay or failure in performance hereunder resulting from any cause beyond its reasonable control.

d. This Agreement, and any action arising out of or related to it, shall be governed by and construed in accordance with the laws of the State of Florida; however, except as otherwise expressly stated herein, the parties specifically waive and disclaim the applicability of the Uniform Commercial Code; Unfair Trade Practices Act, Uniform Electronic Transactions Act, and Uniform

Computer Information Transactions Act to this Agreement. Except for Client and CrossPointe, no other party may sue or be sued under this Agreement.

e. If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the effectiveness, validity or enforceability of any or all of the remaining provisions hereof, and if any provision of this agreement is held to be ineffective, unenforceable or illegal with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances.

f. This Agreement shall be binding upon and inure to the benefit of only the parties hereto and their respective successors and permitted assigns.

g. The waiver or failure of either party to exercise any right provided for in this Agreement shall not be deemed a waiver of any further right hereunder.

h. All communications or notices permitted or required to be given or served under this Agreement shall be in writing, shall be addressed to the other Parties at the appropriate Party's address or as set forth below, and shall be deemed to have been duly given or served if delivered in person or deposited in the United States mail, certified mail, return receipt requested.

i. This Agreement shall become effective upon the signature hereof by an authorized representative of the Client and CrossPointe and receipt by CrossPointe of the initial payment specified herein.

j. All services provided by CrossPointe will be provided as an independent contractor, and neither Party will be, or represent itself to be, the franchiser, franchisee, agent or legal representative of the other Party.

k. The Agreement may be amended only in writing signed by the Parties, except that CrossPointe may, upon notice to Client and without Client's signature, amend a Product Order Form to correct errors without increasing the License Fees. All purchase orders, prior agreements, representations, statements, requests for proposal, proposals, negotiations, understandings and undertakings concerning the Products, Support or Subscription Services are superseded by the Agreement.

21. **Jurisdiction, Service of Process.** Any proceeding arising out of or relating to this Agreement may be brought in the courts of the State of Florida, Orange County, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Florida, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this section may be served on any Party anywhere in the world.

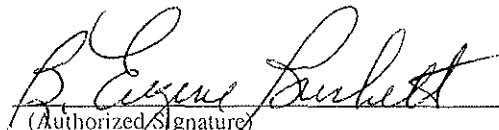
22. **Taxes and Duties.** The charges covered by the License are exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency in connection with this agreement. With the exception of taxes imposed upon CrossPointe which are based upon net income, Client as licensee shall, unless otherwise exempt from the payment of the following described taxes, be liable for payment

of all such taxes, however designated, levied or based on the Software, its charges or its use or on this agreement, including without limitation state or local sales, use, VAT, and personal property taxes.

23. Maintenance Services. The annual charges to Client for CrossPointe's routine software maintenance and product support will be as specified on the most recent Product Order Form, or invoice. This applies to products owned and developed by CrossPointe on the Product Order Form and not Third Party Software maintenance fees.

24. Governing Law. This Agreement will be governed by and construed under the laws of the State of Florida without regard to conflicts-of-laws principles that would require the application of any other law.

CROSSPOINTE, LLC



(Authorized Signature)

B. Eugene Burkett

(Printed Name)

Chief Operating Officer

(Title)

03/28/05

(Date)

3016 Dade Avenue


(Street Address Line #1)

(Street Address Line #2)

Orlando, FL 32804

(City, State, Postal Code)

The School Board of Indian River
County



(Authorized Signature)

Thomas B. Maher

(Printed Name)

Superintendent

(Title)

4/14/05

(Date)

1990 25th Street

(Street Address Line #1)

(Street Address Line #2)

Vero Beach, FL 32960

(City, State, Postal Code)

From the
DATA CENTER
to the **DESKTOP**

Indian River School Board Maintenance

Quote Number: 96TMAG-1

Date: 5/28/2013

Prepared For:

Brian Bender
Systems Administrator
Indian River School Board
1990 25th Street
Vero Beach, FL 32960
(772) 564-3035
Brian.Bender@IndianRiverSchools.org

Prepared By:

Paul Middleton
Account Executive
Mainline Information Systems, Inc.
(904) 260-1758
paul.middleton@mainline.com

CONFIDENTIAL

PLEASE NOTE: This Proposal contains system configuration, pricing, and other business information that has been developed by Mainline Information Systems, Inc. using proprietary methodologies designed to provide optimal solutions to your firm's business needs as you have expressed them to us. The information contained herein is therefore confidential in nature and is to be treated as your firm would treat its own confidential information and not disclosed to any employee of your firm not having a need to know or anyone who is not an employee of your firm without our express written permission.

IMPROVE SERVICE. MANAGE COST. REDUCE RISK.

IBM Maintenance Renewal (96TMAG-1-1)

<u>Product Code</u>	<u>Product Name</u>	<u>Qty</u>	<u>Unit Sales</u>	<u>Extended Sales</u>	<u>Serial #</u>	<u>Service Start Date</u>	<u>Service End Date</u>
Hardware							
9406-550	ESERVER I5	1	\$21,519.31	\$21,519.31	0000455FF	7/1/2013	6/30/2014
7310-CR4	RACK-MOUNTED HMC	1	\$663.51	\$663.51	000015E8B	7/1/2013	6/30/2014
7316-TF3	FLAT PANEL CONSOLE KIT	1	\$310.83	\$310.83	00003400G	7/1/2013	6/30/2014
Software							
9406-550	SWMA FOR IBM i	1	\$10,119.99	\$10,119.99	0000455FF	7/1/2013	6/30/2014
Services							
7310-CR4	MCP REMOTE SUPPORT	1	\$337.49	\$337.49	000015E8B	7/1/2013	6/30/2014
Grand Total				\$32,951.13			

Proposal Acceptance and Signature Page

Proposal for
Indian River School Board

5/28/2013

Proposal Number: 96TMAG-1

PO#: _____

Your signature below indicates your acceptance of this Proposal subject to Mainline's Purchase Agreement, which is hereby incorporated by reference and made a part hereof, except to the extent the Product Code references other terms and conditions. Execution of this Proposal or issuance of a Purchase Order authorizes Mainline to place on order, ship, and invoice the above listed Equipment, Third Party Products and Services, as applicable. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the applicable terms and conditions.

Price is valid until June 30, 2013 and subject to applicable taxes. Payment terms are net 30 days. The pricing set forth herein is based upon the applicable manufacturer's current pricing matrix and the application of all charges and/or credits. Mainline will advise Client in writing, prior to shipment, of any changes in pricing by the manufacturer that would affect this Proposal.

The inventory presented is based on the current contract and information provided by the customer. The customer is responsible for ensuring that the list of inventory is all inclusive of the current installed environment. Only the inventory listed below will be covered for HWMA and/or services as stated in the proposal.

Please return an executed copy of this Proposal Acceptance and Signature Page to me via mail or fax at 888-381-6851. Thank you for your confidence in Mainline.

Indian River School Board Representative's
Authorized Signature/Title

Date

Indian River School Board Representative's
Print Name/Title

Mainline Representative's
Authorized Signature/Title

Date

Sherrie Kishbaugh
Sr. Vice President of Operations

5/28/2013

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Pricing Proposal
 Quotation #: 6393746
 Created On: Mar-07-2013
 Valid Until: Jun-14-2013

Indian River School District

Pete Jackson

Phone: (772) 564-3072
 Fax:
 Email: pete.jackson@indianriverschools.org

Account Executive

Lorraine Kennedy

290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 561-883-2344
 Fax: 732-868-6055
 Email: lorraine_kennedy@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 DsktpEdu ALNG LicSAPk MVL EntCAL Faculty - Level A Microsoft - Part#: 2UJ-00003 Note: Price per Year based on same quantity - Unit Price locked in for 3 Years	2093	\$57.33	\$119,991.69
2 Microsoft Core CAL - License & software assurance - 1 device CAL - EDU - Student - Win - All Languages Microsoft - Part#: W06-00022 Note: Price per Year based on same quantity - Unit Price locked in for 3 Years	15709	\$1.74	\$27,333.66
3 Ent Svr Platform Alng Alng Lic sa pk Mvpltrm Faculty Microsoft - Part#: HCF-00009 Note: Price per Year based on same quantity - Unit Price locked in for 3 Years	2093	\$4.73	\$9,899.89
4 Core Svr Platform Alng Lic sa pk mvl Students Microsoft - Part#: HAF-00003 Note: Price per Year based on same quantity - Unit Price locked in for 3 Years	15709	\$0.50	\$7,854.50
5 Microsoft SQL Server Enterprise Edition - License & software assurance - 1 processor - EDU - EES - Win - All Languages Microsoft - Part#: 810-03312 Note: Price per Year based on same quantity - Unit Price locked in for 3 Years	10	\$2,192.91	\$21,929.10
		Total	\$187,008.84

Additional Comments

Hi Pete,
 ESPA 01C3548 8343918
 Please let me know if you have any questions.
 Thanks,
 Lorraine

To process your order, you can e-mail your request to floridateam@shi.com. You can also fax it to 732-868-6055. Please include a contact e-mail address on all orders, as this is required by most vendors. Thanks!

SHI Fed ID# 22-3009648
 SHI is a Certified Minority (Asian-Pacific) Large Account Reseller, specializing in the sale and distribution of academically priced software and hardware from a myriad of manufacturers ... including Microsoft, Symantec, Adobe, Macromedia, Veritas, Corel, Borland, McAfee, Novell, HP, Xerox and more.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Microsoft Licensing, GP Document Summary Form

** This is for informational purposes only **

MSE#:

2-3692021157

(MSLI
Tracking
Number)

Doc Type:

Signature Form

Do not modify the formatting or spacing of this Form above this text

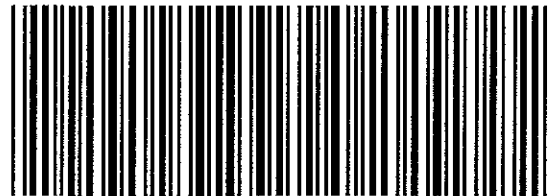
Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

SHI International Corp.



Program/Versio

ESPA

(MSLI Scanning Code)

ACCOUNT: School District of Indian River County

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **01C35489**

Agreement Number: **8343918**

Purchase Order Number:

Comments: SGN-000-jegraham-E-784

Program Signature Form

MBA/MBSA number

Agreement number **01C3S489**

SGN- 000-jegraham-E-784

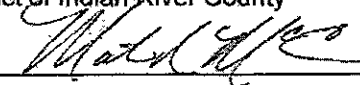

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

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

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

Contract Document	Number or Code
Campus and School Agreement	X20-00397
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
Enrollment for Server Platform Academic	X20-00403
Amendment	CTM (NEW)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

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

Customer	Microsoft Affiliate
Name of Entity (must be legal entity name)* School District of Indian River County	Microsoft Licensing, GP
Signature* 	Signature 
Printed Name* Matthew R. McCain	Printed Name Ellen O'Rourke Ellen O'Rourke
Printed Title* Chairman of District School Board	Printed Title Contract Administrator Contract Administrator
Signature Date* June 1, 2011	Signature Date JUN 14 2011 <small>(date Microsoft Affiliate countersigns)</small>

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

* indicates required field

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

Customer	Outsourcer
Name of Entity (must be legal entity name) *	Name of Entity (must be legal entity name) *
Signature * _____	Signature * _____
Printed Name *	Printed Name *
Printed Title *	Printed Title *
Signature Date *	Signature Date *

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

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

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

Prepared By: Lorraine Kennedy lorraine_kennedy@shi.com
--

CONTRACT

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

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

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

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

1. Term. This Contract shall commence on the last date of approval by a party and shall terminate on June 30, 2014. Thereafter, the Contract may be renewed for additional annual terms upon the mutual written consent of both parties.
2. Payment. The School Board of Indian River County agrees to pay to the School Board of Seminole County the amount of \$6,800 for services provided under this Contract. The School Board of Seminole County shall submit an invoice no later than July 31, 2013 and the School Board of Indian River County shall remit payment within 30 days of the invoice date.
3. Scope. In consideration of the payment set forth in paragraph 2 above, the ECTAC shall provide support and technical assistance to the Title I and other specified ESEA programs of the School Board of Indian River County. This support and technical assistance shall include specific program activities and deliverables in support of the approved district Title I Project Applications, as appropriate and other services to be provided which are specified and attached hereto as Exhibit "A" and incorporated by reference. See also Exhibit "B", Operational Procedures and incorporated by reference.
4. Termination. Either party may terminate this Contract without cause upon 30 days written notice to the other party. In the event of termination, the School Board of Seminole County shall immediately cease providing services as described in paragraph 3 above, and both parties shall mutually determine if a reimbursement is appropriate.
5. Notice. All notices required under this Contract shall be in writing, and shall be sent by certified mail, return receipt requested or hand delivery. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses set forth below:

If to School Board of Seminole County:

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

With a copy to:

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

If to School Board of Indian River County:

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

With a copy to:

Karen Malits, Director
Title I Programs
1990 25th Street
Vero Beach, FL 32960-3367

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

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

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

8. Access and Retention of Documents. Each party will, upon request, provide access to the other party, the Federal Grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, to any books, documents, papers and records which are directly related to this project. Both parties to this Contract will retain all records related to the services provided pursuant this Contract, for five (5) years after the School Board of Indian River County has made final payments and all other matters between the parties in connection with this Contract, are closed.

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

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

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

By: _____
Karen Almond, Chairman

By: _____

Date Approved: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____
Walt Griffin, Ed.D, Superintendent

ATTEST:

By: _____

Print Name: _____

Title: _____

EXHIBIT A
ECTAC TECHNICAL ASSISTANCE SERVICES

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

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

The selective ESEA programs are:

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

The services include assisting member school districts in:

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

EXHIBIT B OPERATING PROCEDURES

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

Purpose:

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

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

Members:

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

Advisory Board:

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

Advisory Board Members:

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

Election and Term of Advisory Board Members:

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

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

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

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

Quorum of the Advisory Board:

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

Meetings of the Board:

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

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

Absence of Board Members:

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

Fiscal Year:

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

Fiscal Agent:

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

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

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

SCPS will charge the ECTAC budget an administrative fee equal to the SCPS approved indirect cost rate. Any additional administrative charges must be requested through and approved by the ECTAC Advisory Board. Other than the administrative fee described above, the ECTAC budget will be used solely for ECTAC purposes. ECTAC will provide an annual budget report to ECTAC member districts.

Contract:

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

Website:

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

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

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

RESOLUTION NO. 2013-08

**A RESOLUTION OF THE School District of Indian River County,
ACCEPTING THE 2013 APPORTIONMENT PLAN OF THE INDIAN RIVER
COUNTY METROPOLITAN PLANNING ORGANIZATION.**

WHEREAS, the Indian River County Metropolitan Planning Organization (MPO) was established pursuant to an interlocal agreement executed on April 12, 1993, and filed with the Clerk of the Circuit Court of Indian River County; and

WHEREAS, the Indian River County MPO is the designated and constituted body responsible for urban transportation planning and programming for the Sebastian/Vero Beach Urbanized Area; and

WHEREAS, pursuant to Section 339.175(3)(a), Florida Statutes, the Indian River County MPO adopted an apportionment plan in 2003 which defined the current voting membership of the MPO Board; and

WHEREAS, state statute requires the Governor to review the membership composition of each MPO in conjunction with the decennial census and to apportion it as necessary to comply with state and federal requirements; and

WHEREAS, the MPO prepared a 2013 apportionment plan which reflects changes identified in the 2010 Census; and

WHEREAS, the MPO, at its April 10, 2013, meeting, approved its 2013 apportionment plan which recommends retaining the MPO's existing twelve voting member Board; and

WHEREAS, pursuant to state requirements, each general purpose local government within the MPO area shall accept or reject the MPO's 2013 apportionment plan by resolution; and

WHEREAS, federal law requires the designation of MPOs to be accomplished between the Governor and affected local governments.

NOW, THEREFORE, BE IT RESOLVED BY the School District of Indian River County:

1. That the School District of Indian River County accepts the MPO's 2013 apportionment plan which provides for a twelve voting member MPO Board; and
2. That three originals or certified copies of this resolution will be provided to the Indian River County MPO.

BY: _____
Carol Johnson
Board Chairman

ATTEST: _____
Frances J. Adams, E.d.D.
Superintendent

I HEREBY CERTIFY that on this day, before me, and officer duly authorized in this State and County to take acknowledgments, personally appeared, _____ and _____, as **(Board Chairman)** of the _____ and Superintendent, respectively, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

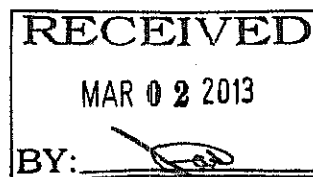
WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, A.D., 2013.

Notary Public

APPROVED AS TO LEGAL SUFFICIENCY

BY: _____

April 24, 2013



Ms. Judy Stang, Executive Assistant
Indian River County School Board
1990 25th Street
Vero Beach, FL 32960

Dear Ms. Stang:

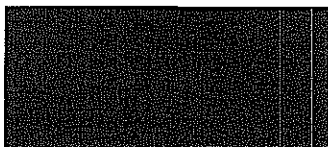
I am writing to you in my capacity as Staff Director of the Indian River County MPO to request that you present the MPO's recently adopted 2013 Apportionment Plan to the Indian River County School Board for approval.

When the Indian River County MPO was formed in 1993, an apportionment plan was developed to specify the structure and representation of the MPO Policy Board. As adopted, the MPO's 1993 (original) apportionment plan provided voting representation for the County, Vero Beach, Sebastian, Fellsmere, and Indian River Shores. That plan was later modified to include additional voting representatives from Sebastian and Indian River County. The current apportionment plan, adopted in 2003, added the Indian River County School District as a voting representative.

Chapter 339.175 F.S. stipulates that membership on the MPO Governing Board will be determined on an equitable geographic-population ratio basis, and must be reevaluated after each decennial census. Because of those requirements, staff compared 2010 Census estimates to the year 2000 Census estimates to determine if any changes needed to be made to the current apportionment plan. Overall, there has not been any significant change in the proportional distribution of population since 2000. Consequently, the MPO approved the attached 2013 Apportionment Plan on April 10, 2013. That plan retains the current 12-member MPO voting structure established in the 2003 plan.

Prior to transmittal of the plan to FDOT and the Governor's office for review and approval, the MPO's 2003 Apportionment Plan must be accepted or rejected by resolution by each general purpose local government within the MPO area. Therefore, MPO staff hereby requests that the School Board consider and take official action on the 2013 Apportionment Plan. For your convenience, a sample resolution is attached. Once the resolution is approved by the School Board, please have three originals or certified copies of the resolution executed and transmitted to me.

Thank you for your assistance regarding this matter. Please contact me at (772)226-1455 with any questions you may have.



**INDIAN RIVER
COUNTY
METROPOLITAN
PLANNING
ORGANIZATION**

County Administration
Building A
1801 27th Street
Vero Beach, FL
32960

Phone: 772-226-1455
Fax: 772-978-1806
Email:
pmatson@ircgov.com

www.irmpo.com

Voting Members:

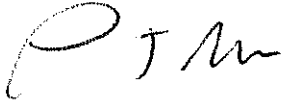
- City of Fellsmere
- Indian River County
- Town of Indian River Shores
- City of Sebastian
- City of Vero Beach
- Indian River County School District

Non-Voting Members:

- Town of Orchid
- Florida Department of Transportation

Staff Director
Phillip J. Matson, AICP

Sincerely,



Phillip J. Matson, AICP
MPO Staff Director

cc: Joseph A. Baird, County Administrator
Matt McCain (MPO Representative)

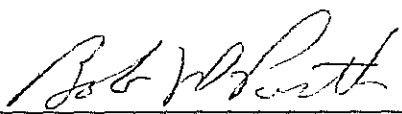
Attachments

1. Indian River County MPO 2013 Apportionment Plan
2. Sample Resolution adopting 2013 Apportionment Plan

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IRCSD.doc

INDIAN RIVER COUNTY MPO 2013 APPORTIONMENT PLAN

Indian River County
Metropolitan Planning Organization



MPO Chairman

ADOPTED: 4/10/13

**INDIAN RIVER COUNTY
METROPOLITAN PLANNING ORGANIZATION
2013 APPORTIONMENT PLAN**

INTRODUCTION

According to 1990 Census data, the City of Vero Beach and the densely populated land surrounding the City had a population that, in 1990, exceeded 50,000. Consistent with federal regulations, the Greater Vero Beach area was then designated as a Census urbanized area. With a total population of 64,707 in 1990, the urbanized area included three general-purpose local governments. Those were: the City of Vero Beach, the Town of Indian River Shores, and the Board of County Commissioners (unincorporated area). As a result, the Indian River County MPO was formed in 1993 with a nine-member board consisting of members from the cities of Vero Beach and Sebastian, the Town of Indian River Shores, and Unincorporated Indian River County.

By 1999, the population of Unincorporated Indian River County and the City of Sebastian had grown substantially, while other areas of the County experienced more moderate growth. As a result, the MPO Board structure was changed to include an additional Indian River County Board of County Commissioners representative and a second City of Sebastian representative. In 2003, an Indian River County School Board member was added to the Governing Board. That action did not affect proportional representation on the board by geographic area, since the School District represents all residents of Indian River County.

Most recently, the urbanized area of Indian River County changed yet again as a result of the 2010 census. Therefore, the MPO must once again evaluate its existing membership and determine what changes, if any, must be made to accurately reflect proportional representation for all jurisdictions within Indian River County.

In Indian River County, the five incorporated areas are: the City of Vero Beach, the City of Sebastian, the Town of Indian River Shores, the City of Fellsmere, and the Town of Orchid. Of those, the City of Sebastian is the largest. With a 2010 population of only 415, the Town of Orchid is the smallest. Table 1 identifies 1990, 2000, and 2010 populations for the county and each of the municipalities.

Besides population size, there are other differences among the county's municipalities. Probably the most significant are geography and affluence. Both the Town of Orchid and the Town of Indian River Shores are located entirely on the barrier island. Those communities have limited transportation facilities within their jurisdictions. In fact, SR A1A is the only state maintained roadway within the two communities. Both towns are predominately residential, with only minor retail commercial uses, and both have affluent residents and high median family incomes.

Vero Beach is the most diverse municipality in Indian River County. Including both mainland and barrier island areas, Vero Beach has significant residential and non-residential areas. Various state roads (SR 60, SR A1A, US 1), non-state arterials, public transportation, a public use airport, and the FEC railroad constitute the major components of the transportation system within the City.

Both Sebastian and Fellsmere are completely located on the mainland. Fronting on the Indian River Lagoon, Sebastian is the larger of the two and has a public use airport and a portion of US 1 within its boundaries, while Fellsmere, which is the only municipality located west of I-95, recently annexed areas along CR 512 up to and past the I-95 interchange. Currently, both communities are served by public transportation.

TABLE 1
Indian River County
Population Estimates

	1990 Census		2000 Census		2010 Census	
	Population	%	Population	%	Population	%
Indian River County	90,208	100%	112,947	100%	138,028	100%
Unincorporated	58,175	64.5%	71,660	63.4%	91,366	66.2%
City of Vero Beach	17,360	19.2%	17,705	15.7%	15,220	11.0%
City of Sebastian	10,206	11.3%	16,181	14.3%	21,929	15.9%
Town of Indian River Shores	2,278	2.5%	3,448	3.1%	3,901	2.8%
City of Fellsmere	2,179	2.4%	3,813	3.4%	5,197	3.8%
Town of Orchid	10	0.01%	140	0.1%	415	0.3%

Source: U.S. Department of Commerce, Bureau of the Census

MPO PLANNING AREA BOUNDARIES

As per the requirements of 23 USC 134(c) and 23 CFR 450.308, the metropolitan planning (PL) area shall at a minimum include the existing urbanized area and the area expected to become urbanized within twenty years. According to federal regulations, the PL area may include all or part of a county. When the MPO was created in 1993, the metropolitan (PL) area boundary was established pursuant to those requirements. Later, that boundary was adjusted to reflect changes to the urbanized area resulting from the 2000 Census.

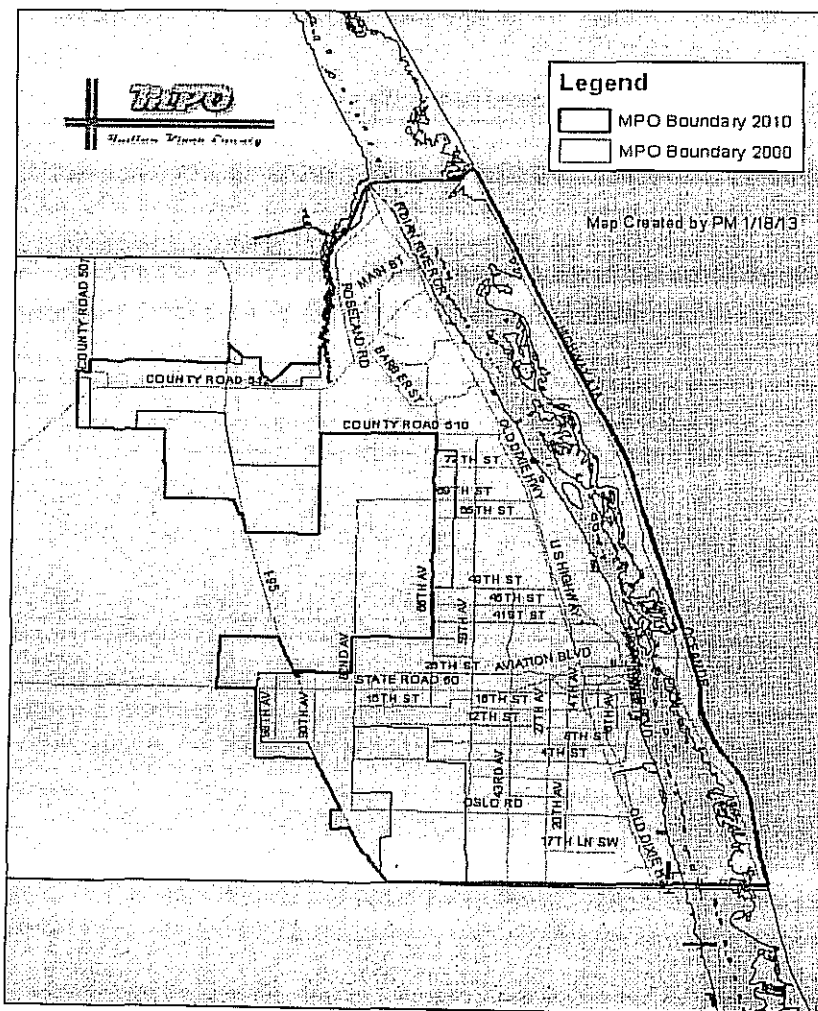
Most recently, the U.S. Census Bureau redefined urbanized area boundaries throughout the country in light of the 2010 Census. In Indian River County, the Sebastian/Vero Beach urbanized area (officially known as the Sebastian/Vero Beach South/Florida Ridge urbanized area) expanded in a few locations, but is similar to the 2000 MPO planning area. The three major expansions to the urbanized area since 2000 include Vero Lake Estates in northern Indian River County; the area between 58th Avenue and 66th Avenue in central Indian River County; and the Oslo Corridor between 43rd avenue and 58th Avenue in southern Indian River County.

It should be noted that, as in 2000, the 2010 urbanized area is not confined solely to Indian River County. Two small portions of the Sebastian/Vero Beach urbanized area are actually located outside of Indian River County, in Brevard County and St. Lucie County, respectively. Those two areas are contiguous to the Indian River County MPO's planning area and are located within the current metropolitan planning areas for the Space Coast and St. Lucie TPOs, respectively.

Even though portions of the Sebastian/Vero Beach urbanized area are located in Brevard and St. Lucie Counties, those areas interact more with their home county than with Indian River County. That fact, coupled with the difficulties of administering a multi-county, multi-FDOT District MPO, provides a basis for limiting the MPO's planning area to the portion of the Sebastian/Vero Beach urbanized area located within Indian River County and having those portions of the urbanized area located outside the county remain within the corresponding planning areas of the Space Coast and St. Lucie TPOs. Through ongoing regional coordination efforts, MPO staff determined that this is also the position of the Space Coast and St. Lucie TPOs.

Depicted in Figure 1, the 2010 MPO Boundary encompasses the easternmost portion of the county, comprising approximately 25 percent of the county's land area. While the MPO area incorporates only 25 percent of the county's land area, it includes virtually all of the county's population, since most of the land outside of the metropolitan area boundary is undeveloped marshland, agricultural land, or conservation/natural land.

Figure 1. 2010 MPO Boundary
Indian River County MPO



APPORTIONMENT

1993 APPORTIONMENT PLAN

Section 339.175, Florida Statutes, identifies MPO apportionment requirements. Of those requirements, the three most important are: the size requirement; the proportionality requirement; and the requirement that (with minor exceptions) only elected officials of general purpose local governments may serve on the MPO Policy Board.

When the Indian River County MPO was formed in 1993, an apportionment plan was developed in accordance with Section 339.175, F.S. The development of the apportionment plan involved an alternatives analysis regarding the number and geographic distribution of the MPO Board members. In order to provide for a manageable governing body in relation to the relatively small population included within the MPO area, alternatives were considered which limited the size of the MPO Policy Board to 7, 8, or 9 members. In the assessment of board membership alternatives, a major consideration was the proportionality requirement. From a proportionality perspective, the most equitable alternative in terms of population and geographic representation was found to be the nine member option.

The nine member option, which was subsequently adopted, consisted of an MPO Policy Board with four County Commissioners, two members of the Vero Beach City Council, one member of the Sebastian City Council, one member of the Fellsmere City Council, and one member of the Indian River Shores Town Council. Besides those voting members, three nonvoting members were appointed to the MPO Board. Those were representatives of the Town of Orchid, the Indian River County School District (IRCSA), and the Florida Department of Transportation (FDOT) District Four. With this option, the unincorporated county representation (based upon the four County Commission representatives) was close to the unincorporated proportion of the total county population. Table 2 depicts the MPO Policy Board structure established by the 1993 Indian River County MPO apportionment plan.

TABLE 2
Indian River County MPO
1993 Apportionment Plan

Jurisdiction	1990 Population		1993 Apportionment Plan	
	Total	%	Members	%
County/MPO	90,208	100%	9	100%
Unincorporated	58,175	64.5%	4	44.4%
City of Vero Beach	17,360	19.2%	2	22.2%
City of Sebastian	10,206	11.3%	1	11.1%
Town of Indian River Shores	2,278	2.5%	1	11.1%
City of Fellsmere	2,179	2.4%	1	11.1%
Indian River County School Board	N/A	N/A	1*	0
Town of Orchid	10	0.01%	1*	0
Florida Department of Transportation (FDOT) District IV	N/A	N/A	1*	0

* Non-Voting Member

1999 APPORTIONMENT PLAN

In 1999, the Indian River County MPO considered a new apportionment plan that included the Indian River County School District as a voting member. As written, Chapter 339.175(2)a, F.S., states that an MPO “may include, as part of its apportioned voting members, an official of an agency that operates or administers a major mode of transportation.” In Indian River County, the Indian River County School District (IRCSD) provides a greater number of trips over a greater number of miles with a larger fleet than any other transportation provider, including the county’s public transportation provider. Unlike the County, municipalities, and other major transportation providers, such as the Indian River Transit public transportation system and the county’s three public airports, all of which have direct or indirect voting representation on the MPO Policy Board, the IRCSD did not have direct or indirect voting representation on the MPO Board in 1999.

In accordance with Chapter 339.175, F.S. and FDOT policies and procedures, the MPO unanimously approved the 1999 apportionment plan. Once approved by the MPO, the 1999 apportionment plan was then accepted by resolution by four of the county’s five municipalities as well as by the Board of County Commissioners and the IRCSD. The apportionment plan was subsequently transmitted to FDOT District Four, FDOT Central Office, and to the Governor’s Office for review and final approval. In February, 2000, the Governor’s office notified the MPO that the MPO’s 1999 apportionment plan had been approved.

After the Governor’s office approval of the MPO’s 1999 Apportionment plan, MPO staff coordinated with FDOT staff to revise the Indian River County MPO Interlocal Agreement. The Interlocal Agreement is the formal document establishing the MPO. That agreement must be revised and then re-executed by all parties whenever there is a change in the structure (voting membership) of the MPO. Those parties consist of FDOT, all general purpose local governments within the MPO area, and any non-general purpose local government MPO members (IRCSD).

Subsequently, all parties except the City of Vero Beach executed the revised interlocal agreement. Because of opposition to the Indian River County School District having voting membership on the MPO board, the City of Vero Beach declined to sign the interlocal agreement. Since federal regulations mandate that the census designated central city within an MPO area be a signatory to the interlocal agreement, the City of Vero Beach’s refusal to execute the revised interlocal agreement effectively voided the revised interlocal agreement and the approved and adopted 1999 Apportionment Plan. Consequently, the original (1993) apportionment plan and interlocal agreement remained in effect.

2000 APPORTIONMENT PLAN

Later in 1999, the MPO Board directed staff to initiate the process of updating the then applicable 1993 Apportionment Plan. The purpose of that update was to add another voting representative from the City of Sebastian to the MPO board. That addition was proposed in order to reflect the City of Sebastian’s growth since adoption of the 1993 Apportionment Plan. By 1999, the City of Sebastian had a population comparable to that of Vero Beach but had only one representative, while the City of Vero Beach had two members on the MPO board. Since

the 1990 population estimates were the basis of the 1993 Apportionment Plan and because 1999 population estimates showed significant change between Vero Beach and Sebastian in terms of each city's percent of total county population, it was appropriate to revise the MPO's voting structure to reflect those changes.

Table 3 depicts the MPO Policy Board structure established by the 2000 Indian River County MPO apportionment plan. On January 9, 2001, the Indian River County MPO selected an apportionment option that added two members to the nine voting member board established by the 1993 Apportionment Plan. One of the two new voting members was a second City of Sebastian representative, while the other new member was a fifth Board of County Commissioners representative.

As established by the 2000 apportionment plan, the MPO Board structure included five County Commissioners, two members of the Vero Beach City Council, two members of the Sebastian City Council, one member of the Fellsmere City Council, and one member of the Indian River Shores Town Council. The MPO Board also included one representative of the Town of Orchid, one representative of the IRCSD, and one representative of FDOT District IV as non-voting members. As structured, the MPO Board had direct representation from five of the six general purpose local governments within the MPO area. Only the Town of Orchid, which had a 1999 population of 150, did not have direct representation on the MPO Board.

TABLE 3
Indian River County MPO
2000 Apportionment Plan

Jurisdiction	1999 Population		2000 Apportionment Plan	
	Total	%	Members	%
County/MPO	109,579	100%	11	100%
Unincorporated	70,425	64.3%	5	45.5%
City of Vero Beach	17,907	16.3%	2	18.2%
City of Sebastian	15,707	14.3%	2	18.2%
Town of Indian River Shores	2,790	2.5%	1	9.1%
City of Fellsmere	2,600	2.4%	1	9.1%
Indian River County School Board	N/A	N/A	1*	0
Town of Orchid	150	0.1%	1*	0
Florida Department of Transportation (FDOT) District IV	N/A	N/A	1*	0

*Non-Voting Member

2003 APPORTIONMENT PLAN

At its September 10, 2003 meeting, the MPO Board directed staff to draft a new apportionment plan. The purpose of developing the new Apportionment Plan was twofold: to add the Indian River County School District as a voting member to the MPO governing board, a request that was considered and unanimously approved by the MPO at its July 15, 2003 regular meeting, and

to comply with the federal requirement to update the apportionment plan using the most recent Census population figures.

With respect to adding the School District to the MPO Board, Chapter 339.175(2)a, F.S., states that an MPO “may include, as part of its apportioned voting members, an official of an agency that operates or administers a major mode of transportation.” Since the Indian River County School District is an agency that operates a significant transportation service in the county, the School District qualifies for MPO Board voting representation. In comparison with other transportation providers, the IRCSD provides a greater number of trips over a greater number of miles with a larger fleet.

Concerning the 2000 Census, MPO staff determined that there had not been any significant change in the proportional distribution of population throughout the county since the 2000 Apportionment Plan was adopted. Since the school district represented the entire county, the equitable geographic proportionality of the MPO Board established in the 2000 Apportionment Plan was preserved with the addition of a member representing the School District. As a result, the MPO in 2003 voted to retain the voting structure established in 2000, with the addition of a representative of the Indian River County School District.

TABLE 4
Indian River County MPO
2003 Apportionment Plan

Jurisdiction	2000 Population		2003 Apportionment Plan	
	Total	%	Members	%
County/MPO	112,147	100%	12	100%
Unincorporated (Board of County Commissioners)	71,660	63.4%	5	41.7%
City of Vero Beach	17,705	15.7%	2	16.7%
City of Sebastian	16,181	14.3%	2	16.7%
Town of Indian River Shores	3,448	3.1%	1	8.3%
City of Fellsmere	3,813	3.4%	1	8.3%
Indian River County School Board	N/A	N/A	1	8.3%
Town of Orchid	140	0.1%	1*	0
Florida Department of Transportation (FDOT) District IV	N/A	N/A	1*	0

*Non-Voting Member

2013 APPORTIONMENT PLAN

In early 2013, FDOT issued a directive requiring all MPO’s in the state to review their current apportionment plans and make any necessary revisions as a result of the 2010 Census. For Indian River County, that involves updating the 2003 apportionment plan using recently released 2010 Census population estimates.

2010 Census Analysis

Although the county population increased by approximately 27,000 persons between 2000 and 2010, the percentage of the population residing in the various jurisdictions in the county experienced only minor changes. During that time, the City of Vero Beach experienced the largest percentage change, with the city's population decreasing from 15.7% of the county's population in 2000 to 11.9% in 2010. Three jurisdictions – Indian River Shores, Orchid, and Fellsmere – experienced only minor changes in their share of total county population.

As shown in Table 5, population estimates for 2010 were used to develop the 2013 apportionment plan. Because those 2010 estimates do not indicate a significant change in the proportional distribution of the population that lived in Indian River County since the last Apportionment Plan, there is no need to make any additional changes to the MPO structure as a result of the 2010 census.

TABLE 5
Indian River County MPO
2013 Apportionment Plan

Jurisdiction	2010 Population		2013 Apportionment Plan	
	Total	%	Members	%
County/MPO	138,028	100%	12	100%
Unincorporated (Board of County Commissioners)	91,366	66.2%	5	41.7%
City of Vero Beach	15,220	11.0%	2	16.7%
City of Sebastian	21,929	15.9%	2	16.7%
Town of Indian River Shores	3,901	2.8%	1	8.3%
City of Fellsmere	5,197	3.8%	1	8.3%
Indian River County School Board	N/A	N/A	1	8.3%
Town of Orchid	415	0.3%	1*	0
Florida Department of Transportation (FDOT) District IV	N/A	N/A	1*	0

*Non-Voting Member

CONCLUSION

This MPO 2013 apportionment plan has been developed to be consistent with all of the requirements outlined in Chapter 339.175, F.S. The plan also addresses the two areas of the Sebastian/Vero Beach Urbanized Area that lie outside of the County limits: Lakewood Park near the St. Lucie County line and Barefoot Bay near the Brevard County line. Rather than add commissioners from other counties to the MPO Governing Board to represent those areas, the plan allocates those areas to the St. Lucie and Space Coast T/MPOs, respectively. The 2013 apportionment plan also addresses FDOT's recent directive instructing MPOs to review their apportionment plans as a result of the 2010 census.

Figure 2. Indian River County MPO 2013 Apportionment Plan

Jurisdiction	2013 Apportionment Plan	
	Members	%
County/MPO	12	100%
Unincorporated (Board of County Commissioners)	5	41.7%
City of Vero Beach	2	16.7%
City of Sebastian	2	16.7%
Town of Indian River Shores	1	8.3%
City of Fellsmere	1	8.3%
Indian River County School Board	1	8.3%
Town of Orchid	1*	0
Florida Department of Transportation (FDOT) District IV	1*	0

* - Non-Voting Member

Schoolhouse Consulting Group, Inc.

571 Kingsbury Terrace * Wellington, FL 33414 * (561) 644-2439 * Fax: (561) 798-9948

Email: vacrawford@msn.com Website: www.schoolhouseconsulting.com

May 22, 2013

Dr. Fran Adams, Superintendent
Indian River County School District
1990 25th Street
Vero Beach, FL 32960

Dear Dr. Adams:

I welcome the opportunity to continue the strong working relationship relative to legislative affairs that we have enjoyed among the Treasure Coast districts during the past seven years. It has been advantageous to work collaboratively on issues common to the Treasure Coast region. This letter serves as a cover for the attached invoice to renew services for the 2013-2014 fiscal year and to enhance federal legislative representation at a rate of \$30,875, pro-rated among Indian River, Martin, Okeechobee and St. Lucie School Districts. This amount continues the same rate since FY09. The T-C Workgroup is already part of my contract with the Palm Beach School District. If any district desires services beyond the positions taken by the Treasure Coast districts, such will be separate and independent of this agreement.

Services to be provided by SCGI:

- Coordination with the Board representatives, superintendents and designated staff in the development, preparation and pursuit of mutual legislative issues for 2014, both federal and state, for School Board approval and dissemination;
- Assistance with Treasure Coast district representatives on joint legislative issues prior to and/or after the regular Florida Legislative session in 2014. Such meetings can include pertinent federal issues for Congressional Delegation;
- Copies of the "Know Your Legislator" booklet for Board Members, Superintendent and designated staff;
- Periodic written and verbal reports to Board Members and Superintendents including a tracking chart of all bills potentially affecting PreK-12 education updated bi-weekly before the session and weekly during the session with a wrap-up upon adjournment;
- Distribution of "FYI's" from sources available to SCGI concerning state and federal issues to Board Members and the Superintendent on a routine basis;
- Arrangement of meetings as requested by Board Members and staff with individual legislators in Tallahassee during the session and pre-session committee meetings;
- Arrangement of meetings in Washington with Congressional members and staff as part of NSBA/FRN conferences or at a time when workgroup members would be in Washington;
- Wrap-up session on results of the regular Florida and Congressional sessions;

- “24/7” availability for questions/input on issues during 2014 Florida Legislative session; and
- Attendance, upon request and as scheduling allows, at various meetings involving collective Treasure Coast school district interests.

Dr. Fran Adams, Superintendent
 May 22, 2013
 Page 2

Support Needed from Treasure Coast School Districts:

- An overall primary contact plus a main contact for each district to receive and disseminate documents, FYI's (E-mailed);
- Directory of key representatives of participating districts and after-hours contact numbers for possible use during the session; and
- Ability to analyze and provide feedback (immediate during the session) on impact to the district of specific bills and appropriations proposals.

The breakdown of each district's fee is below. I am proposing no changes as the pro rata relationship of FTE changes among the four districts is very minor for next year. The fee below continues to reflect unweighted FTE percentages based on the 4th calculation, FY13, found in the FY14 Legislative FEFP Conference Report. The pro rata against the \$30,875 fee is as follows:

Indian River	Fee: \$ 6,792.50 (22%)
Martin	6,792.50 (22%)
Okeechobee	2,470.00 (8%)
St. Lucie	14,820.00 (48%)

I look forward to continuing our relationship. If you have any questions, please call me at (561) 644-2439.

Sincerely,

/s

Vernon A. Pickup-Crawford
 President and Consultant
 Schoolhouse Consulting Group, Inc.

/vape

Attachment (invoice)

Schoolhouse Consulting Group, Inc.

571 Kingsbury Terrace * Wellington, Fl 33414 * (561) 644-2439 * Fax: (561) 798-9948

Email: vacrawford@msn.com Website: www.schoolhouseconsulting.com

May 22, 2013

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

Invoice # 410

Renewal of 2013 Treasure Coast Legislative Consulting Contract for
July 1, 2013 – June 30, 2014.

\$6792.50

Please send payment to address shown above.

Payment due upon receipt and acceptance of renewal

Total \$ 6792.50

Thank you

Vernon A. Pickup-Crawford
Schoolhouse Consulting Group, Inc.
FEIN 20-0210864

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FLORIDA SCHOOL BOARDS ASSOCIATION
(850) 414-2578 FAX (850) 414-2585
203 S. MONROE STREET
TALLAHASSEE, FL 32301

INVOICE	
INVOICE DATE	INVOICE NO.
2/1/13	10259

INDIAN RIVER CO SCHOOL BOARD
1990 25th STREET
VERO BEACH, FL 32960

PURCHASE ORDER NO.

ITEM DESCRIPTION	PRICE
------------------	-------

2013-14 Annual Dues

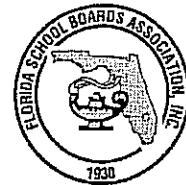
15,391.00

COPY

TOTAL AMOUNT DUE

\$15,391.00

FLORIDA SCHOOLS BOARDS ASSOCIATION, INC.
203 South Monroe Street — Tallahassee, FL 32301
850.414.2578 — FAX: 850.414.2585
www.fsba.org



PRESIDENT
JOIE CADLE
ORLANDO

EXECUTIVE DIRECTOR
DR. WAYNE BLANTON
TALLAHASSEE

MEMORANDUM

February 1, 2013

TO: School Board Chairmen
District School Superintendents
School Finance Officers

FROM: Joie Cadle, President
Jerry Taylor, Treasurer
Wayne Blanton, Executive Director
Florida School Boards Association

Enclosed is the FSBA dues statement. The 2013-2014 dues will remain the same as for the previous six years. We also anticipate a freeze on dues for several more years.

The Florida School Boards Association and local school districts have made tremendous accomplishments during the past year by working together to improve education in our State. FSBA will continue to be your "voice of education" throughout our great state.

- We will continue to work to mitigate the budget crisis by working with local, state and federal leaders to provide adequate education funding for Florida's school districts.
- Our daily legislative update on the FSBA website is one of your most valuable tools for keeping abreast of current events.
- Our weekly web cast during the legislative session, gives you an "up-close" look at the most current issues facing all of us.
- Our leadership training is consistently judged to be the best in the country, and we are always available for you and your district.

Our staff answers and returns an average of 60 phone calls per day to assist school board members, superintendents, and district staff with technical, legal, and legislative information.

Memo

Page 2

February 1, 2013

FSBA will continue to provide a variety of valuable services to local school board members. These services include publications, newsletters, research, on-site and regional workshops and training

sessions, state educational conferences, and representing your views before the State Board of Education, the Department of Education, the Florida Legislature, Congress, and other organizations interested in public education. Additionally, FSBA provides all members of our Association with a \$100,000 accidental death and dismemberment insurance policy.

FSBA would like to take this opportunity to thank the school districts for their support during the past year. We have accomplished a great deal in Florida with your assistance and we look forward to a continued, close working relationship with all school districts. Please feel free to call us if you have any questions or need assistance.

JC/JT/WB/ld

Enclosure

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SALARY SCHEDULES

Effective Date: July 1, 2013 – June 30, 2014

**Indian River County School District
1990 25th Street
Vero Beach, Florida, 32960
(772)564-3000**

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School District of Indian River County

Vision: Educate and inspire every student to be successful

Mission: To serve all students with excellence

SALARY SCHEDULES & POLICIES

Effective Date: July 1, 2013 – June 30, 2014

INTRODUCTION

The Florida Law establishes as a function of the school board the following mandate in chapter 1012.22 (4) (c):

Compensation and Salary Schedules –

“The district school board shall adopt a salary schedule or salary schedules designed to furnish incentives for improvement in training and for continued efficient service to be used as a basis for paying all school employees and fix and authorize the compensation of school employees on the basis thereof.”

In the Indian River County School District, salary schedules are developed by the Executive Director of Human Resources after consultation with affected groups: bargaining team, supervisory personnel, principals, Indian River County Education Association (Teachers Union), Communication Workers of America Local 3180, (Professional Support Staff Union), etc., under the supervision of the Superintendent. These schedules are presented to the school board for consideration and adoption.

This compilation file of all salary schedules and policies covers the period from July 1, 2013 until changes have been adopted by the school board and circulated. Please note that several sections may be changed based on their respective bargaining agreements, School Board Rules and Regulations, and/or Florida Statutes.

Principals and other supervisory personnel, who have the responsibility of relating information concerning salaries to position seekers, should consult the appropriate schedule in this book. If more information is needed, please contact the Executive Director of Human Resources.



PROFESSIONAL SUPPORT STAFF

2013-2014 Salaries
Subject to Negotiation

**Professional Support Staff
2013 – 2014
Salary Schedule
Hourly Rates
Pending Negotiations**

		PAY GRADE						
Years Experience	Step	3	4	5	6	7	8	8B
0 - 4	4	\$ 9.96	\$ 10.45	\$ 10.65	\$ 11.20	\$ 11.69	\$ 12.28	\$ 11.70
5	5	\$ 10.37	\$ 10.89	\$ 11.13	\$ 11.69	\$ 12.19	\$ 12.82	\$ 12.27
6	6	\$ 10.77	\$ 11.34	\$ 11.58	\$ 12.17	\$ 12.67	\$ 13.33	\$ 12.84
7	7	\$ 11.22	\$ 11.80	\$ 12.05	\$ 12.66	\$ 13.18	\$ 13.87	\$ 13.42
8	8	\$ 11.66	\$ 12.27	\$ 12.53	\$ 13.16	\$ 13.70	\$ 14.42	\$ 13.98
9	9	\$ 12.11	\$ 12.76	\$ 13.03	\$ 13.68	\$ 14.26	\$ 15.00	\$ 14.55
10	10	\$ 12.60	\$ 13.27	\$ 13.54	\$ 14.23	\$ 14.82	\$ 15.59	\$ 15.15
11	11	\$ 13.10	\$ 13.78	\$ 14.08	\$ 14.79	\$ 15.42	\$ 16.22	\$ 15.76
12	12	\$ 13.10	\$ 13.78	\$ 14.08	\$ 14.79	\$ 15.42	\$ 16.22	\$ 15.76
13	13	\$ 13.10	\$ 13.78	\$ 14.08	\$ 14.79	\$ 15.42	\$ 16.22	\$ 15.76
14	14	\$ 13.10	\$ 13.78	\$ 14.08	\$ 14.79	\$ 15.42	\$ 16.22	\$ 15.76
15	15	\$ 13.62	\$ 14.35	\$ 14.64	\$ 15.38	\$ 16.03	\$ 16.86	\$ 16.39

		PAY GRADE						
Years Experience	Step	9	10	11	12	13	14	
0 - 4	4	\$ 12.88	\$ 13.55	\$ 14.24	\$ 14.94	\$ 16.61	\$ 18.26	
5	5	\$ 13.44	\$ 14.14	\$ 14.82	\$ 15.56	\$ 17.36	\$ 19.04	
6	6	\$ 13.98	\$ 14.70	\$ 15.43	\$ 16.18	\$ 18.09	\$ 19.88	
7	7	\$ 14.56	\$ 15.29	\$ 16.04	\$ 16.84	\$ 18.82	\$ 20.70	
8	8	\$ 15.15	\$ 15.90	\$ 16.68	\$ 17.50	\$ 19.57	\$ 21.52	
9	9	\$ 15.75	\$ 16.54	\$ 17.35	\$ 18.21	\$ 20.35	\$ 22.39	
10	10	\$ 16.38	\$ 17.20	\$ 18.03	\$ 18.94	\$ 21.15	\$ 23.29	
11	11	\$ 17.04	\$ 17.89	\$ 18.76	\$ 19.70	\$ 22.00	\$ 24.21	
12	12	\$ 17.04	\$ 17.89	\$ 18.76	\$ 19.70	\$ 22.00	\$ 24.21	
13	13	\$ 17.04	\$ 17.89	\$ 18.76	\$ 19.70	\$ 22.00	\$ 24.21	
14	14	\$ 17.04	\$ 17.89	\$ 18.76	\$ 19.70	\$ 22.00	\$ 24.21	
15	15	\$ 17.72	\$ 18.60	\$ 19.51	\$ 20.47	\$ 22.87	\$ 25.18	

**EXPLANATION OF PROFESSIONAL SUPPORT STAFF
SALARY SCHEDULES, POLICIES AND BENEFITS**

Listed below is terminology addressed by CWA Contract unless otherwise defined

Pay grade

Step

Experience

Probationary Period

Annual Employment Status

Continuous Employment Status

Return to Annual Employment Status

Insurance and Sick Leave

Vacation

Sick Leave Bank

College Waiver

Uniforms or Uniform Rental

Payroll Voluntary

Overtime Payment

Holidays

WORK WEEK (Defined)

The work week begins on Saturday and concludes on Friday.

VOLUNTARY PAYROLL DEDUCTIONS

The employee may elect to participate in any of the voluntary deduction plans approved by the board. These include, but are not limited to: 403(b), 457(b), and 457 Roth annuity plans, life insurance programs, charitable service organizations, unions, income protection, cancer, and dental insurance's, flex reimbursements for childcare and medical expenses.

DIRECT DEPOSIT

Employees are highly encouraged to have their pay electronically deposited into the bank of their choice. A non-negotiable direct deposit voucher will be provided to each employee itemizing gross pay, deductions, net pay, sick and vacation time.

**WHITE COLLAR PROFESSIONAL SUPPORT PERSONNEL
Annual Days, Hours per Day and Pay Grade**

<u>Days Per Yr</u>	<u>Hours Per Day</u>	<u>Job Title</u>	<u>Pay Grade</u>
250	7.50	Accounting Clerk, Accounts Payable	8
250	7.50	Bookkeeper – Extended Day – Adult Ed	10
250	7.50	Bookkeeper-High School	10
250	7.50	Bookkeeper- Middle School	8
250	7.50	Buyer Without NIGP or Equivalent Certification	10
250	7.50	Buyer With NIGP or Equivalent Certification	12
250	7.50	Clerical Assistant	3
220	7.50	Clerical Assistant – School	6
250	7.50	Clerical Assistant – Senior	6
250	8.00	Data Entry Clerk-Field Trips	8
250	7.50	Data Entry Senior	6
186	7.25	ESE Self-care Aide	5
250	7.50	Fingerprint Specialist	8
250	7.50	Fiscal Specialist I	10
250	7.50	Fiscal Specialist II	12
220	7.50	Food Service Audit / Application Clerk	8
196	7.25	Health Assistant I	6
196	7.25	Health Assistant II	10
196	7.25	Health Assistant III	12
250	7.50	Jr Programmer/Training Specialist	13
196	7.25	Library/Media Assistant	5
220	7.50	Migrant Records Specialist	8
250	7.50	Outreach Specialist	8
250	7.50	Personnel Records Specialist	8
250	7.50	Personnel Records Technician	9
250	7.50	Print Shop Assistant	8
250	7.50	Records Specialist	8
186	7.25	School Computer Lab Assistant	6
220-250	varied	Secretary II – Administrative	8
250	7.50	Secretary/Bookkeeper (FS & Maint)	10
196,220,250	varied	Secretary – Senior	7
196,220,250	varied	Secretary I	6
196,220,250	varied	Switchboard Operator/Receptionist	5
186	7.50	Teacher Assistant	6
186	7.50	Teacher Assistant ESOL	7
250	8.00	Transportation Routing Specialist	6
250	8.00	Transportation Dispatcher	4 or 6
250	8.00	Transportation Operations Specialist	8
250	8.00	Work Order Specialist	11

**BLUE COLLAR PROFESSIONAL SUPPORT PERSONNEL
Annual Days, Hours per Day, and Pay Grade**

Work Days	Hours Per Day	Job Title	Pay Grade
254	8.00	Air Conditioning Mechanic	12
186	----	Bus Assistant	4
186	----	Bus Driver	9
186	----	Cafeteria Baker	4
186	----	Cafeteria Cook	4
192	8.00	Cafeteria Manager Trainee	5
186	----	Cafeteria Worker	3
254	8.00	Carpenter	11
254	8.00	Carpet Crew	5
254	8.00	Crew Chief	13
250	8.00	Custodian	3
250	8.00	Custodian Head I	6
250	8.00	Custodian Head II	8
254	8.00	Electrician	12
254	8.00	Equip, Appl. & Boiler Mechanic	12
254	8.00	General Maintenance Worker	7
254	8.00	Groundskeeper / Groundsman	7
254	8.00	Indoor Air Quality Technician	6
254	8.00	Locksmith	11
254	8.00	Mechanic	13
254	8.00	Mechanic Foreman	14
254	8.00	Painter	9
254	8.00	Painter Lead	11
254	8.00	Pesticide Applicator	9
254	8.00	Plumber	12
250	8.00	Printer/Offset Press	10
250	8.00	Printer/Offset Press I	6
254	8.00	Property Records Technician	9
254	8.00	Refuse/Sanitation Truck Driver	8B
186	7.50	Security Monitor	6-7
180	----	Student Monitor	3
254	8.00	Tile Setter / Mason	11
254	8.00	Warehouse Worker	7
254	8.00	Warehouse Foreman	13
254	8.00	Welder	10

----- Hours per day undetermined. Bus Drivers, Bus Assistants, Cafeteria Workers, Bakers, and Cooks hours may vary.



INSTRUCTIONAL STAFF

2013-2014 Salaries
Subject to Negotiation

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
2013-2014 Salary Schedule
PENDING NEGOTIATIONS

Experience	Step	Bachelor	Masters	Specialist	Doctorate
0-3	1	\$ 35,500	\$ 38,453	\$ 39,409	\$ 40,374
4	2	\$ 36,210	\$ 39,163	\$ 40,119	\$ 41,084
5	3	\$ 36,934	\$ 39,887	\$ 40,843	\$ 41,808
6	4	\$ 37,673	\$ 40,626	\$ 41,582	\$ 42,547
7	5	\$ 38,426	\$ 41,379	\$ 42,335	\$ 43,300
8	6	\$ 39,195	\$ 42,148	\$ 43,104	\$ 44,069
9	7	\$ 39,979	\$ 42,932	\$ 43,888	\$ 44,853
10	8	\$ 40,778	\$ 43,731	\$ 44,687	\$ 45,652
11	9	\$ 41,594	\$ 44,547	\$ 45,503	\$ 46,468
12	10	\$ 42,426	\$ 45,379	\$ 46,335	\$ 47,300
13	11	\$ 43,274	\$ 46,227	\$ 47,183	\$ 48,148
14	12	\$ 44,140	\$ 47,093	\$ 48,049	\$ 49,014
15	13	\$ 45,023	\$ 47,976	\$ 48,932	\$ 49,897
16	14	\$ 45,923	\$ 48,876	\$ 49,832	\$ 50,797
17	15	\$ 46,841	\$ 49,794	\$ 50,750	\$ 51,715
18	16	\$ 47,778	\$ 50,731	\$ 51,687	\$ 52,652
19	17	\$ 48,734	\$ 51,687	\$ 52,643	\$ 53,608
20	18	\$ 49,709	\$ 52,662	\$ 53,618	\$ 54,583
21	19	\$ 50,703	\$ 53,656	\$ 54,612	\$ 55,577
22	20	\$ 51,717	\$ 54,670	\$ 55,626	\$ 56,591
23	21	\$ 52,751	\$ 55,704	\$ 56,660	\$ 57,625
24	22	\$ 53,806	\$ 56,759	\$ 57,715	\$ 58,680
25	23	\$ 54,882	\$ 57,835	\$ 58,791	\$ 59,756
26	24	\$ 55,980	\$ 58,933	\$ 59,889	\$ 60,854
27+	25	\$ 57,100	\$ 60,053	\$ 61,009	\$ 61,974

Advanced Degrees	
Master Degree	\$ 2,953
Specialist Degree	\$ 3,909
Doctorate Degree	\$ 4,874

The Experience Column is used
for initial step placement only.

**School District of Indian River County
2013-2014
PENDING NEGOTIATIONS
Teacher Full Schedule Supplement
(No Planning Period)
196 Day Schedule - 6.16% of Base**

Step	Bachelor	Masters	Specialist	Doctorate
1	\$ 2,187	\$ 2,369	\$ 2,428	\$ 2,487
2	\$ 2,231	\$ 2,412	\$ 2,471	\$ 2,531
3	\$ 2,275	\$ 2,457	\$ 2,516	\$ 2,575
4	\$ 2,321	\$ 2,503	\$ 2,561	\$ 2,621
5	\$ 2,367	\$ 2,549	\$ 2,608	\$ 2,667
6	\$ 2,414	\$ 2,596	\$ 2,655	\$ 2,715
7	\$ 2,463	\$ 2,645	\$ 2,704	\$ 2,763
8	\$ 2,512	\$ 2,694	\$ 2,753	\$ 2,812
9	\$ 2,562	\$ 2,744	\$ 2,803	\$ 2,862
10	\$ 2,613	\$ 2,795	\$ 2,854	\$ 2,914
11	\$ 2,666	\$ 2,848	\$ 2,906	\$ 2,966
12	\$ 2,719	\$ 2,901	\$ 2,960	\$ 3,019
13	\$ 2,773	\$ 2,955	\$ 3,014	\$ 3,074
14	\$ 2,829	\$ 3,011	\$ 3,070	\$ 3,129
15	\$ 2,885	\$ 3,067	\$ 3,126	\$ 3,186
16	\$ 2,943	\$ 3,125	\$ 3,184	\$ 3,243
17	\$ 3,002	\$ 3,184	\$ 3,243	\$ 3,302
18	\$ 3,062	\$ 3,244	\$ 3,303	\$ 3,362
19	\$ 3,123	\$ 3,305	\$ 3,364	\$ 3,424
20	\$ 3,186	\$ 3,368	\$ 3,427	\$ 3,486
21	\$ 3,249	\$ 3,431	\$ 3,490	\$ 3,550
22	\$ 3,314	\$ 3,496	\$ 3,555	\$ 3,615
23	\$ 3,381	\$ 3,563	\$ 3,622	\$ 3,681
24	\$ 3,448	\$ 3,630	\$ 3,689	\$ 3,749
25	\$ 3,517	\$ 3,699	\$ 3,758	\$ 3,818

Appendix B.3 Supplements

Athletics Supplements

Base Salary \$35,500

Description	Per School	# of Schools	Estimated Total	Percent of \$35,500	Dollar Value
Athletic Director - High School	1	2	2	0.17915	\$ 6,360
Middle School Director	1	4	4	0.05082	\$ 1,804
Baseball/Softball/Track/Wrestling/Lacrosse - Head Coach - High School	8	2	16	0.08458	\$ 3,003
(1 each sport- boys & girls)					
Assistant Coach - High School - boys & girls - (3,3,2/2,1,2/2)	15	2	30	0.05073	\$ 1,801
Basketball - Head Coach - High School (1 each, boys & girls)	2	2	4	0.13332	\$ 4,733
Assistant Coach - High School (3 each, boys & girls)	6	2	12	0.05073	\$ 1,801
Head Coach - Middle School (1 each, boys & girls)	2	4	8	0.04638	\$ 1,646
Bowling/ Cross Country/ Flags/ Golf/ Tennis/ Weights - High School Coach	11	2	22	0.05073	\$ 1,801
Assistant Golf Coach - High School	2	2	4	0.03096	\$ 1,099
Cheerleading- cannot coach more than one squad					
Head Coach, High School	2	2	4	0.05073	\$ 1,801
Head Competition Coach	1	2	2	0.05073	\$ 1,801
Assistant Coach - High School	2	2	4	0.03096	\$ 1,099
Associate Coach - High School (Delete 08/09)	3	2	6	0.01008	\$ 358
Head Coach - Middle School	1	4	4	0.03949	\$ 1,402
Cheerleading Coach - Middle School - (1 each semester)	2	4	8	0.00981	\$ 348
Football - Head Coach - High School	1	2	2	0.16779	\$ 5,957
Assistant Coach	8	2	16	0.08458	\$ 3,003
Assistant - Freshman Coach	3	2	6	0.05637	\$ 2,001
Inturmural Activities Coordinator - High School (1 during each of 3 seasons)	3	2	6	0.02442	\$ 867
Intramural Coordinator - Middle School (1 per grading period - boys/girls)	8	4	32	0.01463	\$ 519
Assistant Coordinator - Middle School - (1 per grading period - boys/girls)	8	4	32	0.00981	\$ 348
Soccer/ Volleyball - Head Coach - High School	3	2	6	0.08458	\$ 3,003
Assistant Coach - High School	6	2	12	0.05073	\$ 1,801
Head Coach - Middle School (boys & girls)	3	4	12	0.03949	\$ 1,402
Swimming - Head Coach - High School	1	2	2	0.05073	\$ 1,801
Assistant Coach	1	2	2	0.03096	\$ 1,099

Appendix B.3 Supplements
Instructional and Academic Club Supplements
Base Salary \$35,500

Description	Per School	# of Schools	Estimated Total	Percent of \$35,500	Dollar Value
Academic Games Coordinator - County	0	0	1	0.05748	\$ 2,041
School Coaches	3	19	57	0.01437	\$ 510
Activities Club Sponsor - Elementary School (6 MAX per school)	6	13	78	0.01078	\$ 383
After School Science Resource Coordinator - High School	4	2	8	0.04071	\$ 1,445
Middle School	3	4	12	0.04071	\$ 1,445
Elementary School	1	13	13	0.02830	\$ 1,005
Band Director - Middle School	1	4	4	0.04968	\$ 1,764
Assistant - High School	1	2	2	0.04182	\$ 1,485
Marching Band Director - High School	1	2	2	0.09775	\$ 3,470
Percussion Director - High School	1	2	2	0.05073	\$ 1,801
Orchestra Strings - High School & Middle School	1	6	6	0.03747	\$ 1,330
Concert, Jazz/Pep Band, Solo/Ensemble - High School (1 each/school)	3	2	6	0.00981	\$ 348
Technician - High School	1	2	2	0.03096	\$ 1,099
Concert Clinician - Middle School	1	4	4	0.01533	\$ 544
County-Wide Coordinator of Bands	1	2	2	0.11399	\$ 4,047
Chorus, Director - High School	1	2	2	0.09775	\$ 3,470
Director - Middle School	1	4	4	0.03747	\$ 1,330
Class Advisor - Senior Class, Junior Class (1 per class per school)	2	2	4	0.02287	\$ 812
Sophomore Class/ Freshman Class (1 per class per school)	2	2	4	0.00897	\$ 318
Club Sponsor, High School - Academic and Service					
¹ See footnote for specific clubs - 1 per school per club	18	2	36	0.00897	\$ 318
² See footnote for specific clubs - 1 per school per club	18	2	36	0.01224	\$ 435
Middle School					
³ Various Clubs and Activities	5	4	20	0.00897	\$ 318
⁴ Various Academic Clubs	6	4	24	0.01224	\$ 435
⁵ Other Middle School Supplements	5	4	20	0.01565	\$ 556
Compensatory Education Coordinator - High School - 1 per school	1	2	2	0.00897	\$ 318
Computer Coordinator	1	20	20	0.04577	\$ 1,625
Coordinator of Competency Based Education (High School)	1	2	2	0.05191	\$ 1,843
Coordinator of Culinary Arts Program (High School)	1	3	3	0.05191	\$ 1,843
Coordinator Incentive Programs - High School	1	2	2	0.02725	\$ 967
Countywide Coordinator of Art Activities	0	0	1	0.03444	\$ 1,223
D.C.T., DECA - High School (1 each per school)	2	2	4	0.02586	\$ 918
Debate Team Sponsor - High School	1	2	2	0.04577	\$ 1,625

Appendix B.3 Supplements
Instructional and Academic Club Supplements
Base Salary \$35,500

Description	Per School	# of Schools	Estimated Total	Percent of \$35,500	Dollar Value
⁶Department Chair - High School					
18 or more teachers	0	2	0	0.16282	\$ 5,780
14 to 17 teachers	2	2	4	0.13026	\$ 4,624
10 to 13 teachers	6	2	12	0.09775	\$ 3,470
6 to 9 teachers	5	2	10	0.06516	\$ 2,313
3 to 5 teachers	10	2	20	0.03259	\$ 1,157
ROTC - Air Force and Navy	1	2	2	0.01086	\$ 386
⁶Department Chair - Middle School					
14 to 17 teachers	1	4	4	0.09775	\$ 3,470
10 to 13 teachers	2	4	8	0.07328	\$ 2,601
7 to 9 teachers	5	4	20	0.04886	\$ 1,735
5 to 6 teachers	3	4	12	0.03665	\$ 1,301
3 to 4 teachers	6	4	24	0.02602	\$ 924
Drill Team Sponsor - High School	1	2	2	0.00897	\$ 318
⁷Grade Level Chair - Elementary School					
7 or more teachers	0	13	0	0.04127	\$ 1,465
6 teachers	5	13	65	0.03619	\$ 1,285
5 teachers	4	13	52	0.03116	\$ 1,106
4 teachers	4	13	52	0.02611	\$ 927
2 to 3 teachers	4	13	52	0.02106	\$ 748
Master Minds Coach - High School	1	2	2	0.05748	\$ 2,041
Assistant Coach	1	2	2	0.02555	\$ 907
Math Coordinator - Elementary					
26 or more teachers	1	13	13	0.02795	\$ 992
13 to 25 teachers	1	13	13	0.02100	\$ 746
1 to 12 teachers	1	13	13	0.01402	\$ 498
Math Competition - High School	2	2	4	0.05748	\$ 2,041
Middle School	1	4	4	0.02123	\$ 754
⁸Multi-Cultural Achievement Coordinator - (1 per school)	1	20	20	0.03908	\$ 1,387
Music Fest Coordinator - (countywide)	0	0	1	0.01627	\$ 578
National Teacher Program Mentor (NBCT) (work countywide)	0	0	12+	flat rate	\$ 2,000
Newspaper Sponsor - High School	1	2	2	0.01627	\$ 578
ROTC - High School (2 for Air Force and 2 for Navy)	4	2	8	0.01533	\$ 544
School Advisory Council Chair - (1 at each school)	1	20	20	0.02278	\$ 809
Science Fair Coordinator - county	0	0	1	0.05748	\$ 2,041
School Play, Director Spring and Fall - High School	2	2	4	0.01627	\$ 578
Speech and Language Department Head (District)	0	0	1	0.04138	\$ 1,469
Student Council - High School	1	2	2	0.02287	\$ 812
Middle School	1	4	4	0.01565	\$ 556
Student Support Team - 1 per school	1	19	19	0.01402	\$ 498
Teacher Education/ Professional Development Coordinator- 1 per school	1	20	20	0.02278	\$ 809

Appendix B.3 Supplements
Instructional and Academic Club Supplements
Base Salary \$35,500

Description	Per School	# of Schools	Estimated Total	Percent of \$35,500	Dollar Value
⁹Team Leader - High School					
10 or more teachers	1	2	2	0.09740	\$ 3,458
9 teachers	1	2	2	0.07301	\$ 2,592
6 to 8 teachers	5	2	10	0.06492	\$ 2,305
5 teachers	5	2	10	0.04060	\$ 1,441
3 to 4 teachers	4	2	8	0.03248	\$ 1,153
⁹Team Leader - Middle School					
8 or more teachers	2	4	8	0.05210	\$ 1,850
7 teachers	2	4	8	0.04886	\$ 1,735
5 to 6 teachers	3	4	12	0.03908	\$ 1,387
3 to 4 teachers	5	4	20	0.02602	\$ 924
Yearbook Sponsor - High School	1	2	2	0.04562	\$ 1,620
Middle School	1	4	4	0.02442	\$ 867

Hourly Rates of Pay

Curriculum Rate (per Article XIX.3G).....\$14.00 per hour (or prorated fraction thereof)

Extended Day Program (per Article XIX.3H).....\$13.00 per hour (or prorated fraction thereof)

Paid Duties.....\$ 8.24 per hour (or prorated fraction thereof)

Paid Duties- Hall, ground, bus, cafeteria, detention, car pick-up, and any other same type duty.

Adult Education Rates (See Page 49):

Bachelor’s Degree.....\$18.00 per hour (or prorated fraction thereof)

Master’s Degree.....\$19.00 per hour (or prorated fraction thereof)

Doctorate Degree.....\$20.00 per hour (or prorated fraction thereof)

Other Pay

Group Incentive Pay (per Article XIX.3.F).....\$1,000 per group

¹ Achievers in Action, ACT (All County T), Anchor Club, Bowling Club, Drill Team, Exchange Club, Exchangettes, Golden Indian Society (VBHS only), Interact Club, IR Flier, Key Club, Literary Magazine, Private Industry Council (PIC), Quill & Scroll, SADD (Students Against Drunk Driving), Silver Shark Society (SRHS only), Spirit Club, Various Clubs (principal recommended - creation of a new club to replace any non-used club supplements must be paid at the present rate.)

² Future Educators Club, BCE*, Drama Club*, Ecology Club, FBLA*, FFA*, FHA*, French Club*, Health Occupations*, Humanities Alliance*, Latin Club*, Math Club*, National Honor Society*, Photography Club, Rocketry (AFROTC)*, Orienteering (NROTC)*, Spanish Honor Club*, Spanish Club*, Speech Club*, VICA (Vocational Industrial)*.

³ Anthology, Literary Magazine, Civics Club, Drama Club, Forensics, Incentive Awards Coordinator, Various Clubs (principal recommended – creation of a new club to replace any non-used club supplements be paid at the present rate.)

⁴ examples:FBLA, FEA, FFA, FHA, math club, etc.

⁵ Computer Club, Drama/Class play, Ecology Club, Jr. Honor Society, Newspaper Sponsor

⁶ High School and Middle School Department Chairs must have at least three teachers in the department where the Department Chair is not counted as a teacher in computing the supplements. Supplement shall be paid for consideration of time spent beyond classroom assignments. No release periods or extra planning periods are to be offered as consideration for accepting Department Chair responsibilities. The Guidance Department is a part of this plan. AFJ and NJROTC is a Department Chair at .33 of the base Department Chair supplement.

⁷ Grade Level Chair – Elementary – will be designated and compensated when there are two (2) or more sections or classes at each grade level, or where consecutive grade levels may be combined for administrative expediency. The Grade Level Chair will not count in computing the supplement.

⁸ Multicultural Achievement Coordinator – An annual written program evaluation shall be submitted by each Multicultural Coordinator showing the progress made by the students that have been mentored.

⁹ High School and Middle School Team Leaders. A high school team is composed of 3 to 10 teachers; middle school teams are 3 to 8 teachers. Supplements are paid for consideration of time spent beyond classroom assignments. The Team Leader shall not be counted as part of the team in computing the supplements.

*High School academic club supplements will be paid at the stated supplement rate until proof of participation in sub-district, district, regional, and state contests (or all that are applicable) has been submitted in writing to the District Payroll office by the teacher, an additional supplement will be paid to the MBU (teacher at the same rate. National Academic Competition beyond the school year shall receive a lump sum payment of \$773 with the first supplement payment. The (MBU) teacher must submit the national competition information to payroll in writing.

Appendix B.4 Extended Contracts

Supplements Based Upon Individual Teacher Base Rates:	Per	# of	Estimated	Percent of	Plus Additiona
	School	Schools	Total	Base Pay	Paid Days
Agriculture Teacher - High School 12 months (250 days)	1	2	2	20%	0
Band - Director - High School- 12 months (250 days)	1	2	2	20%	0
Director - Middle School - 11 months - (216 days)	1	4	4	10%	0
Assistant - High School - 11 months - (216 days)	1	2	2	10%	0
District Blueprint for Career Prep Coordinator (216 days)	1	2	2	10%	0
Elementary Specialist	0	0	2		
Assigned to work 11-months (216 day)				10%	0
Assigned to work an extended day (8.5 hours per day)				10%	0
Guidance Counselor - Middle and High School - (Extended Day and Year)	2	4	8		
Assigned to work 11 months (216 day)			varies	10%	0
Assigned to work an extended day (8.5 hours per day)			varies	10%	0
Occupational Specialist					
Assigned to work 11 months (216 day)			varies	10%	0
Assigned to work an extended day (8.5 hours per day)			varies	10%	0
Speech and Language Pathologist (206 days)			varies	15%	10
Visiting Teacher/ Attendance Specialist					
Assigned to work 11 months (216 day)			varies	10%	0
Assigned to work an extended day (8.5 hours per day)			varies	10%	0

Flat Rate Supplements	Per School	# of Schools	Estimated Total	Flat Rate Of Pay
Media/ Library District Department Head	0	0	2	\$ 2,000
National Board Teacher Program Coordinator (NBT) - District	0	0	2	\$ 2,000

Other Extended Contracts

11 Month Teacher Contract (other than listed above)

Assigned to work eleven months (216 days) shall be paid 10% of their ten month contractual salary. Supplement amounts shall not be considered part of the salary for this calculation.

12 Month Teacher Contract (other than listed above)

Assigned to work twelve months (250 days) shall be paid 20% of their ten month contractual salary. Supplement amounts shall not be considered part of the salary for this calculation.

Extended Contract Year – Not otherwise listed

Requested to work more than ten (10) months, but less than eleven (11) months shall be paid a daily rate based on the ten (10) months contractual salary. Supplement amounts shall not be considered part of the Salary for this calculation.

Summer School

Employed in summer school program of instruction involving students for which funds are earned under the FEFP will be paid from the regular salary schedule based on their certification rank and experience pro-rated if less than a regular school day.

**EXPLANATION OF INSTRUCTIONAL
SALARY SCHEDULES, POLICIES AND BENEFITS
Per Contract Unless Otherwise Specified Below**

TEACHER WORK-YEAR – Defined

The Teacher contract consists of 196 days per year, 190 workdays and six (6) paid holidays per year. The teacher shall work 7.50 hours per day.

Step

Experience

Probationary Period

Annual Employment Status

Continuing Contract/Prof. Services Contract

Insurance and Sick Leave

Vacation Sick Leave Bank

Sabbatical Leave – SB Rule 3.36

After each five (5) consecutive years of satisfactory service in the district, the employee may apply for a year of personal leave for the purpose of professional improvement. Subject to approval and the applicable rules associated with sabbatical leave, the employee would receive one-half of their annual salary.

VOLUNTARY PAYROLL DEDUCTIONS

The employee may elect to participate in any of the voluntary deduction plans approved by the board. These include, but are not limited to: 403(b), 457(b), and 457 Roth annuity plans, life insurance programs, charitable service organizations, unions, income protection, cancer, and dental insurance's, flex reimbursements for childcare and medical expenses.

DIRECT DEPOSIT

Employees are highly encouraged to have their pay electronically deposited into the bank of their choice. A non-negotiable direct deposit voucher will be provided to each employee itemizing gross pay, deductions, net pay and sick and vacation time.

ADVANCED DEGREE SUPPLEMENT

All Instructional Staff hired on or after July 1, 2011 will receive an Advanced Degree Supplement only if the degree is held in the individual's area of certification. This will only be a Salary Supplement, and is not considered part of base pay.

**CONFIDENTIAL
MANAGERIAL
SUPPORT STAFF**

**Confidential/Managerial Salary Schedule
2013-2014**

Step	12 Month						
	CM01	CM02	CM03	CM04	CM05	CM06	CM07
0	\$ 20,113	\$ 22,325	\$ 24,538	\$ 26,750	\$ 27,756	\$ 29,767	\$ 33,388
1	20,917	23,218	25,519	27,820	28,866	30,958	34,723
2	21,754	24,147	26,540	28,933	30,021	32,196	36,112
3	22,624	25,113	27,602	30,090	31,222	33,484	37,556
4	23,529	26,118	28,706	31,294	32,470	34,823	39,059
5	24,470	27,162	29,854	32,546	33,769	36,216	40,621
6	25,449	28,249	31,048	33,848	35,120	37,665	42,246
7	26,467	29,379	32,290	35,201	36,525	39,172	43,936
8	27,526	30,554	33,582	36,610	37,986	40,738	45,693
9	28,627	31,776	34,925	38,074	39,505	42,368	47,521
10	29,772	33,047	36,322	39,597	41,085	44,063	49,422
11	30,963	34,369	37,775	41,181	42,729	45,825	51,399
13	32,201	35,744	39,286	42,828	44,438	47,658	53,454
15	33,490	37,173	40,857	44,541	46,216	49,565	55,593
17	34,829	38,660	42,492	46,323	48,064	51,547	57,816
20	36,222	40,207	44,191	48,176	49,987	53,609	60,129

<u>Degree Supplement:</u>	<u>12 Month</u>
Associate	\$ 1,125
Bachelor	\$ 2,250

**Confidential/Managerial Salary Schedule
2013-2014**

<u>196 Day</u>	<u>196 Day</u>	<u>196 Day</u>	<u>220 Day</u>
<u>CT01</u>	<u>CT02</u>	<u>CT03</u>	<u>CE03</u>
\$ 17,498	\$ 19,308	\$ 20,917	\$ 23,532
18,198	20,081	21,754	24,473
18,926	20,884	22,624	25,452
19,683	21,719	23,529	26,470
20,471	22,588	24,470	27,529
21,289	23,492	25,449	28,630
22,141	24,431	26,467	29,776
23,027	25,409	27,526	30,967
23,948	26,425	28,627	32,205
24,906	27,482	29,772	33,494
25,902	28,581	30,963	34,833
26,938	29,724	32,201	36,227
28,015	30,913	33,490	37,676
29,136	32,150	34,829	39,183
30,301	33,436	36,222	40,750
31,513	34,773	37,671	42,380

<u>Degree Supplement:</u>	<u>196 Day</u>	<u>220 Day</u>
Associate	\$ 882	\$ 990
Bachelor	\$ 1,764	\$ 1,980

EXPLANATION OF CONFIDENTIAL/MANAGERIAL SALARY SCHEDULE, POLICIES AND BENEFITS

PAY GRADE

Each position is named and a pay grade is allotted. There may be several positions in the same pay grade when the positions are comparable in skill, complexity, knowledge and training.

STEP

Within each pay grade, the amount of pay is based on the “step” or years of experience the employee has reached. The step schedule starts with zero (0) and is incremented by one (1) step for each year the employee works at least one (1) day more than half of their contract year, until the employee reaches the top step, twenty (20). However, during severe budget reductions, the School Board reserves the right to withhold granting of step.

WORK EXPERIENCE

Effective July 1, 2006, work experience, when related to the position, will be granted when verified in writing from previous employers. Employees that change positions within the district, that are comparable in skill, complexity and job description, may keep all steps. Should a Confidential Managerial employee move to a position on the instructional salary schedule, experience in a position that required a Professional Teaching Certificate shall be considered as instructional experience.

The Superintendent reserves the right to administratively place individuals on Board approved salary schedule steps, based on the needs of the district.

It is the employee’s responsibility to provide all experience verification to the Human Resources department within the required time allotted:

- When newly hired, the employee will have 4 pay checks / direct deposits to provide documentation of experience. Verification must be provided prior to the processing of the 4th pay check / direct deposit.
- If documentation is delayed past the time specified above, the employee will have one final chance to provide the documentation at the beginning of the next school (fiscal) year, again, prior to the processing of the 4th pay check or direct deposit.

No prior experience credit will be accepted after this time.

PROBATIONARY PERIOD

All new confidential/managerial employees shall be placed on a ninety (90) calendar day probationary period. At the conclusion of the probationary period, the employee shall either be placed on annual employment status or terminated. The employee may be terminated at any time during the probationary period without cause.

BENEFITS are Per School Board Rule Unless Otherwise Defined

VOLUNTARY PAYROLL DEDUCTIONS

The employee may elect to participate in any of the voluntary deduction plans approved by the board. These include, but are not limited to: 403(b), 457(b), and 457 Roth annuity plans, life insurance programs, charitable service organizations, income protection, cancer, and dental insurances, flex reimbursements for childcare and medical expenses.

WORK WEEK (Defined)

The work week begins on Saturday and concludes on Friday.

HOLIDAYS

The District will provide six (6) paid holidays per year to all Confidential Managerial employees.

DIRECT DEPOSIT

Newly hired employees are required to participate in direct deposit. A non-negotiable direct deposit voucher will be provided to each employee itemizing gross pay, deductions, net pay and sick and vacation time.

CONFIDENTIAL/MANAGERIAL JOB DESCRIPTIONS
Based on 8 Hours Daily

Job Description	Contract Length	Pay Grade
Administrative Assistant, District	250	CM01
Administrative Assistant Elementary	250	CM01
Administrative Assistant Secondary 1	250	CM02
Driver Trainer/Safety Officer	250	CM04
Employee Benefits & Risk Management Spec	250	CM02
Executive Assistant for Asst. Superintendent	250	CM03
Executive Assistant for School Board	250	CM04
Executive Assistant for Superintendent	250	CM04
Facilities Coordinator	254	CM07
Facilities Specialist	250	CM04
Food Service Manager, Elementary	196	CT01
Food Service Manager, Middle School	196	CT02
Food Service Manager, High School	196	CT03
Food Service Manager, w/Elderly Feeding	250	CM04
Food Service Operations/Technical Manager	250	CM05
Food Service Specialist	250	CM04
Garage Coordinator	254	CM07
Property Records Coordinator	250	CM04
Scheduling Technician	250	CM01
Warehouse Foreman	254	CM05

PROFESSIONAL TECHNICAL SUPPORT STAFF

**Professional/Technical Salary Schedule
Fiscal year 2013-14**

Twelve Month								
Step	P1	P2	P3	P4	P5	P6	P7	
1	\$ 34,100	\$ 36,828	\$ 39,556	\$ 42,625	\$ 45,353	\$ 50,809	\$ 54,901	
2	\$ 35,123	\$ 37,933	\$ 40,743	\$ 43,904	\$ 46,714	\$ 52,334	\$ 56,548	
3	\$ 36,177	\$ 39,071	\$ 41,965	\$ 45,221	\$ 48,115	\$ 53,904	\$ 58,245	
4	\$ 37,262	\$ 40,243	\$ 43,224	\$ 46,578	\$ 49,559	\$ 55,521	\$ 59,992	
5	\$ 38,380	\$ 41,451	\$ 44,521	\$ 47,975	\$ 51,046	\$ 57,186	\$ 61,792	
6	\$ 39,532	\$ 42,694	\$ 45,857	\$ 49,414	\$ 52,577	\$ 58,902	\$ 63,646	
7	\$ 40,717	\$ 43,975	\$ 47,232	\$ 50,897	\$ 54,154	\$ 60,669	\$ 65,555	
8	\$ 41,939	\$ 45,294	\$ 48,649	\$ 52,424	\$ 55,779	\$ 62,489	\$ 67,522	
9	\$ 43,197	\$ 46,653	\$ 50,109	\$ 53,996	\$ 57,452	\$ 64,364	\$ 69,547	
10	\$ 44,493	\$ 48,053	\$ 51,612	\$ 55,616	\$ 59,176	\$ 66,295	\$ 71,634	
12	\$ 45,828	\$ 49,494	\$ 53,160	\$ 57,285	\$ 60,951	\$ 68,284	\$ 73,783	
15	\$ 47,203	\$ 50,979	\$ 54,755	\$ 59,003	\$ 62,780	\$ 70,332	\$ 75,996	
17	\$ 48,619	\$ 52,508	\$ 56,398	\$ 60,774	\$ 64,663	\$ 72,442	\$ 78,276	
20	\$ 50,077	\$ 54,084	\$ 58,090	\$ 62,597	\$ 66,603	\$ 74,615	\$ 80,625	
Advance Degrees - Paid for degrees ABOVE the minimum required for the position:								
-		Bachelor	Master	CPA*	Specialist	Doctorate		
-	\$	2,257	\$ 3,784	\$ 3,784	\$ 5,051	\$ 6,341		
P6 & P7 only	\$	-	\$ 1,527	\$ 3,784	\$ 2,794	\$ 4,084		
-		*CPA paid in addition to other degree supplements						

**Professional/Technical Salary Schedule
Fiscal year 2013-14**

Eleven Month									
Step	E1	E2	E3	E4	E5	E6	E7		
1	\$ 31,235	\$ 33,734	\$ 36,233	\$ 39,044	\$ 41,543	\$ 46,541	\$ 50,289		
2	\$ 32,172	\$ 34,746	\$ 37,320	\$ 40,215	\$ 42,789	\$ 47,937	\$ 51,797		
3	\$ 33,137	\$ 35,788	\$ 38,439	\$ 41,422	\$ 44,073	\$ 49,375	\$ 53,351		
4	\$ 34,132	\$ 36,862	\$ 39,593	\$ 42,664	\$ 45,395	\$ 50,856	\$ 54,952		
5	\$ 35,156	\$ 37,968	\$ 40,780	\$ 43,944	\$ 46,757	\$ 52,382	\$ 56,600		
6	\$ 36,210	\$ 39,107	\$ 42,004	\$ 45,263	\$ 48,160	\$ 53,953	\$ 58,298		
7	\$ 37,297	\$ 40,280	\$ 43,264	\$ 46,621	\$ 49,604	\$ 55,572	\$ 60,047		
8	\$ 38,415	\$ 41,489	\$ 44,562	\$ 48,019	\$ 51,092	\$ 57,239	\$ 61,849		
9	\$ 39,568	\$ 42,733	\$ 45,899	\$ 49,460	\$ 52,625	\$ 58,956	\$ 63,704		
10	\$ 40,755	\$ 44,015	\$ 47,276	\$ 50,944	\$ 54,204	\$ 60,725	\$ 65,615		
12	\$ 41,978	\$ 45,336	\$ 48,694	\$ 52,472	\$ 55,830	\$ 62,547	\$ 67,584		
15	\$ 43,237	\$ 46,696	\$ 50,155	\$ 54,046	\$ 57,505	\$ 64,423	\$ 69,611		
17	\$ 44,534	\$ 48,097	\$ 51,659	\$ 55,667	\$ 59,230	\$ 66,356	\$ 71,700		
20	\$ 45,870	\$ 49,540	\$ 53,209	\$ 57,338	\$ 61,007	\$ 68,346	\$ 73,851		
<u>Advance Degrees - Paid for degrees ABOVE the minimum required for the position:</u>									
-		Bachelor	Master	Specialist	Doctorate				
-	\$	2,069	\$ 3,469	\$ 4,630	\$ 5,813				
E6 & E7 Only	\$	-	\$ 1,400	\$ 2,561	\$ 3,744				
-		Degree values equal 91.67% of 12 month Pro-Tech value							

**Professional/Technical Salary Schedule
Fiscal year 2013-14**

Step	Ten Month							
	T1	T2	T3	T4	T5	T6	T7	
1	\$ 28,405	\$ 30,678	\$ 32,950	\$ 35,507	\$ 37,779	\$ 42,324	\$ 45,732	
2	\$ 29,257	\$ 31,598	\$ 33,939	\$ 36,572	\$ 38,912	\$ 43,593	\$ 47,104	
3	\$ 30,135	\$ 32,546	\$ 34,957	\$ 37,669	\$ 40,080	\$ 44,901	\$ 48,518	
4	\$ 31,039	\$ 33,522	\$ 36,005	\$ 38,799	\$ 41,282	\$ 46,248	\$ 49,973	
5	\$ 31,970	\$ 34,528	\$ 37,086	\$ 39,963	\$ 42,521	\$ 47,636	\$ 51,472	
6	\$ 32,929	\$ 35,564	\$ 38,198	\$ 41,162	\$ 43,796	\$ 49,065	\$ 53,016	
7	\$ 33,917	\$ 36,631	\$ 39,344	\$ 42,397	\$ 45,110	\$ 50,537	\$ 54,607	
8	\$ 34,935	\$ 37,730	\$ 40,524	\$ 43,669	\$ 46,463	\$ 52,053	\$ 56,245	
9	\$ 35,983	\$ 38,862	\$ 41,740	\$ 44,979	\$ 47,857	\$ 53,614	\$ 57,932	
10	\$ 37,062	\$ 40,027	\$ 42,992	\$ 46,328	\$ 49,293	\$ 55,223	\$ 59,670	
12	\$ 38,174	\$ 41,228	\$ 44,282	\$ 47,718	\$ 50,772	\$ 56,880	\$ 61,461	
15	\$ 39,319	\$ 42,465	\$ 45,611	\$ 49,149	\$ 52,295	\$ 58,586	\$ 63,304	
17	\$ 40,499	\$ 43,739	\$ 46,979	\$ 50,624	\$ 53,864	\$ 60,344	\$ 65,203	
20	\$ 41,714	\$ 45,051	\$ 48,388	\$ 52,143	\$ 55,480	\$ 62,154	\$ 67,160	

Advance Degrees - Paid for degrees ABOVE the minimum required for the position:

	Bachelor	Master	Specialist	Doctorate
-	\$ 1,881	\$ 3,153	\$ 4,209	\$ 5,284
T6 & T7 Only	\$ -	\$ 1,273	\$ 2,328	\$ 3,403

- Degree values equal 83.33% of 12 month Pro-Tech value

EXPLANATION OF PROFESSIONAL/TECHNICAL SALARY SCHEDULES, POLICIES AND BENEFITS

PAY LEVEL

Each position is named and a pay level is allotted. There may be several positions in the same pay level when the positions are comparable in skill, complexity, knowledge and training.

STEP

Within each pay level, the amount of pay is based on the “step” or years of experience the employee has reached. The step schedule starts with one (1) and is incremented by one (1) step for each year the employee works at least one (1) day more than half of their contract year, until the employee reaches the top step, twenty (20). However, during severe budget reductions, the School Board reserves the right to withhold granting of step.

WORK EXPERIENCE

Effective July 1, 2006, work experience, when related to the position, will be granted when verified in writing from previous employers. Employees that change positions within the district that are comparable in skill complexity and job description, may keep all steps. Experience in a position that requires a Professional Certificate shall be considered as instructional experience should the employee move to a position on the instructional salary schedule.

The Superintendent reserves the right to administratively place individuals on Board approved salary schedule steps, based on the needs of the district.

It is the employee’s responsibility to provide all experience verification to the Human Resources department within the required time allotted:

- When newly hired, the employee will have 4 pay checks / direct deposits to provide documentation of experience. Verification must be provided prior to the processing of the 4th pay check / direct deposit.
- If documentation is delayed past the time specified above, the employee will have one final chance to provide the documentation at the beginning of the next school (fiscal) year, again, prior to the processing of their 4th pay check or direct deposit.

No prior experience credit will be accepted after this time.

PROBATIONARY PERIOD

All new professional/technical employees shall be placed on a ninety (90) calendar day probationary period. At the conclusion of the probationary period, the employee shall either be placed on annual employment status or terminated. The employee may be terminated at any time during the probationary period without cause.

BENEFITS are Per School Board Rule Unless Otherwise Defined

VOLUNTARY PAYROLL DEDUCTIONS

The employee may elect to participate with any of the voluntary deduction plans approved by the board. These approved services include, but are not limited to: 403(b), 457(b) and 457 Roth annuity plans, life insurance programs, charitable service organizations, income protection, cancer, and dental insurances, flex reimbursements for childcare and medical expenses.

WORK WEEK (Defined) The work week begins on Saturday and concludes on Friday.

HOLIDAYS

The District will provide six (6) paid holidays per year to all Professional Technical employees.

PAYROLL DIRECT DEPOSIT

Newly hired employees are required to participate in direct deposit. A non-negotiable direct deposit voucher will be provided to each employee itemizing gross pay, deductions, net pay and sick and vacation time.

SALARY SUPPLEMENTS

DIFFERENTIAL

2.5% differential for any employee receiving a pay cut of 5% or greater during the 2011-2012 fiscal year.

**Professional/Technical Job Descriptions
Based on 8.0 hours Daily**

Job Title	Contract Length	Pay Level
Accounting Manager, General Ledger	250 days	7
Accounting Manager, Special Projects	250 days	7
Accounting Specialist I	250 days	1
Accounting Specialist II	250 days	3
Accounts Payable Manager	250 days	3
Applications Support Specialist	250 days	4
Athletic Trainer	220 days	4
Auditorium Director	250 days	1
Building Official	250 days	7
Budget Analyst	250 days	6
Certification Analyst	250 days	4-5
Code Compliance Inspector	250 days	3
Computer Programmer I / II	250 days	3-4
Construction Coordinator / Grounds and Operations	250 days	5
Coordinator, Office of Attendance	250 days	1
Coordinator, School Readiness	196 days	7
Director of LPN Program	250 days	6
District School Psychologist	220 days	7
District Television Production Coordinator	250 days	4
Educational Accountability and Instructional Data Analyst	250 days	7
Educational Technology Specialist	250 days	1-2
Electrical / HVAC Coordinator	250 days	5
Employee Benefits Accountant / Auditor	250 days	5
ESE Program Specialist	220 days	7
ESE Sign Language Interpreter	196 days	2
Facility Planner	250 days	7
Fiscal Assistant	250 days	3
FNS Specialist	250 days	6
FTE Coordinator/Training Technician	250 days	3
Health Services Coordinator	220 days	3
Migrant Parent Specialist	196 days	3
Network Administrator	250 days	7
Occupational Therapist	196 days	6
Operations Analyst (IS)	250 days	4
Payroll Manager	250 days	7
Physical Therapist	196 days	6
Planning & Construction Coordinator	250 days	5
Position Control Specialist and Personnel System Manager	250 days	6-7
Programmer/Analyst	250 days	4-5
Project Specialist	220 days	4
Reading and Content Integration Specialist	196 days	7
Risk & Employee Benefits Manager	250 days	7
Safety Technician	250 days	6

School Psychologist	196 days	6
School Social Worker	196 days	6
Support Technician	250 days	4
Sites Coordinator	250 days	5-6
Staff Development Specialist	196 days	7
Student Support Specialist	196 – 220 days	6
Supervisor, Extended Day Program	250 days	3
Supervisor of Print Shop & Records	250 days	4
Systems Administrator	250 days	7
Systems Analyst	250 days	5-6
Systems Support Technician	250 days	5
Transportation Computer Technician	250 days	3
Web Master	250 days	4

ADMINISTRATIVE STAFF

2013-2014 Administrative Salary Schedule - 12 Month

<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>
Asst. Superintendents \$ 107,722		<u>MS Prin</u>	<u>ES Prin</u>	
<u>Experience Step</u>	<u>HS Prin</u>	and <u>Ex. Directors</u>	<u>Alt Ed Prin</u> and <u>Directors</u>	<u>Coordinator</u>
0	\$ 82,390	\$ 77,293	\$ 74,745	\$ 69,650
1	\$ 83,626	\$ 78,453	\$ 75,866	\$ 70,694
2	\$ 84,880	\$ 79,630	\$ 77,004	\$ 71,755
3	\$ 86,153	\$ 80,824	\$ 78,159	\$ 72,831
4	\$ 87,446	\$ 82,036	\$ 79,332	\$ 73,924
5	\$ 88,757	\$ 83,267	\$ 80,522	\$ 75,032
6	\$ 90,089	\$ 84,516	\$ 81,730	\$ 76,158
7	\$ 91,440	\$ 85,784	\$ 82,956	\$ 77,300
8	\$ 92,812	\$ 87,070	\$ 84,200	\$ 78,460
9	\$ 94,204	\$ 88,377	\$ 85,463	\$ 79,637
10	\$ 95,617	\$ 89,702	\$ 86,745	\$ 80,831
11	\$ 97,051	\$ 91,048	\$ 88,046	\$ 82,044
12	\$ 98,507	\$ 92,413	\$ 89,367	\$ 83,274
13	\$ 99,984	\$ 93,800	\$ 90,707	\$ 84,523
14	\$ 101,484	\$ 95,207	\$ 92,068	\$ 85,791
15	\$ 103,006	\$ 96,635	\$ 93,449	\$ 87,078
<u>Degree Value:</u>	Advanced Degrees - Paid for degrees ABOVE the minimum required for the position:			
		<u>Specialist</u>	<u>Doctorate</u>	<u>CPA</u>
		\$ 1,267	\$ 2,557	\$ 2,557
	Master's value included in schedule - other supplements reflect value above Masters			

***Please see Salary Supplement notes regarding Degrees**

2013-2014 Assistant Principal Salary Schedule - 11 Month

<u>Experience Step</u>	<u>I</u>	<u>II</u>	<u>III</u>
	HS AP	MS AP	ES AP
0	\$ 63,845	\$ 62,288	\$ 59,952
1	\$ 64,803	\$ 63,222	\$ 60,851
2	\$ 65,775	\$ 64,171	\$ 61,764
3	\$ 66,762	\$ 65,133	\$ 62,691
4	\$ 67,763	\$ 66,110	\$ 63,631
5	\$ 68,780	\$ 67,102	\$ 64,585
6	\$ 69,811	\$ 68,108	\$ 65,554
7	\$ 70,859	\$ 69,130	\$ 66,538
8	\$ 71,921	\$ 70,167	\$ 67,536
9	\$ 73,000	\$ 71,219	\$ 68,549
10	\$ 74,095	\$ 72,288	\$ 69,577
11	\$ 75,207	\$ 73,372	\$ 70,620
12	\$ 76,335	\$ 74,473	\$ 71,680
13	\$ 77,480	\$ 75,590	\$ 72,755
14	\$ 78,642	\$ 76,724	\$ 73,846
15	\$ 79,822	\$ 77,874	\$ 74,954

Degree Value: Advanced Degrees - Paid for degrees ABOVE the minimum required for the position:

Specialist

\$1,267

Doctorate

\$2,557

Master's value included in schedule - other supplements reflect value above Masters

***Please see Salary Supplement notes regarding Degrees**

**EXPLANATION OF ADMINISTRATIVE
SALARY SCHEDULES, POLICIES AND BENEFITS**

PAY LEVEL

Each position is named and a pay level is allotted. There may be several positions in the same pay level when the positions are comparable in skill, complexity, knowledge and training.

STEP

Within each pay level, the amount of pay is based on the “step” or years of experience the employee has reached. The step schedule starts with zero (0) and is incremented by one (1) step for each year the employee works at least one (1) day more than half of their contract year, until the employee reaches the top step, fifteen (15). However, during severe budget reductions, the School Board reserves the right to withhold granting of step.

WORK EXPERIENCE

Effective July 1, 2006, experience, when related to the position, will be granted when verified in writing from previous employers. Employees that change positions within the district that are comparable in skill complexity and job description, may keep all steps. Experience in a position that requires a Professional Certificate shall be considered as instructional experience should the employee move to a position on the instructional salary schedule.

The Superintendent reserves the right to administratively place individuals on Board approved salary schedule steps, based on the needs of the district.

It is the employee’s responsibility to provide all experience verification to the Human Resources department within the required time allotted:

- When newly hired, the employee will have 4 pay checks / direct deposits to provide documentation of experience. Verification must be provided prior to the processing of the 4th pay check / direct deposit.
- If documentation is delayed past the time specified above, the employee will have one final chance to provide the documentation at the beginning of the next school (fiscal) year, again, prior to the processing of their 4th pay check / direct deposit.

No prior experience credit will be accepted after this time.

PROBATIONARY PERIOD

All new professional/technical employees shall be placed on a ninety (90) calendar day probationary period. If the employee’s fingerprint record does not clear within the ninety (90) day period, probation will continue. At the conclusion of the probationary period, the employee shall either be placed on annual employment status or terminated. The employee may be terminated at any time during the probationary period without cause.

BENEFITS are Per School Board Rule Unless Otherwise Defined Below

PAYROLL VOLUNTARY DEDUCTIONS

The employee may elect to participate with any of the voluntary deduction plans approved by the board. These include, but are not limited to: 403(b), 457(b) and 457 Roth annuity plans, life insurance programs, charitable service organizations, income protection, cancer, and dental insurances, flex reimbursements for childcare and medical expenses.

HOLIDAYS

The District will provide six (6) paid holidays per year to all administrators.

PAYROLL DIRECT DEPOSIT

Newly hired employees are required to participate in direct deposit. A non-negotiable direct deposit voucher will be provided to each employee itemizing gross pay, deductions, net pay and sick and vacation time.

SALARY SUPPLEMENTS

ADVANCED DEGREE SUPPLEMENT

All School Based Administrators hired on or after July 1, 2011 will receive an Advanced Degree Supplement only if the degree is held in the individual’s area of certification. This will only be a Salary Supplement, and is not considered part of base pay.

DIFFERENTIALS

Executive Director of Core Curriculum receives 5% differential on base salary

Executive Director of Instructional and Information Technology receives a 7% differential on base salary.

**Administrative Job Descriptions
Based on 8 hours daily**

Job Title	Contract Length	Pay Level	
Assistant Principal High School	220	I	(11 months)
Assistant Principal Middle School	220	II	(11 months)
Assistant Principal Elementary School	220	III	(11 months)
Assistant Superintendent	250	I	
Coordinator	250	V	
Director	250	IV	
Executive Director	250	III	
Principal, Alternative Education	250	IV	
Principal, Elementary	250	IV	
Principal, Middle School	250	III	
Principal, High School	250	II	



SUBSTITUTE AND MISCELLANEOUS PAY

SUBSTITUTE AND MISCELLANEOUS PAY
Effective: July 1, 2013 – June 30, 2014
Pending Contract Agreement

INSTRUCTIONAL SUBSTITUTES

Daily rates for substitute and temporary teachers

Associates Degree	Hourly Rate....	\$10.6667 for 7.50 hours =	\$ 80.00 per day
*Bachelors Degree and above	Hourly Rate.....	\$13.3334 for 7.50 hours =	\$100.00 per day

Beginning on the 21st day, all instructional Substitutes who hold a Florida Professional Certificate with a Bachelor's Degree and above, who teach more than 20 consecutive days in the same position replacing the same employee, will be classified as a long term substitute and be paid the daily rate (Bachelor's Degree) for a beginning teacher. Upon completion of this particular substitute assignment, they will revert back to receiving their regular daily rate, as specified above, when next called to substitute.

Substitute teachers are guaranteed ½ day's pay minimum (3.75 hours). Hours worked beyond ½ day will determine pay for the day. If a substitute is called in, and not needed, the substitute will be paid for ½ day (3.75 hours).

NON-INSTRUCTIONAL SUBSTITUTES

Non-instructional substitutes will be paid at the base rate of the position for which they are substituting. Exception - Teacher Assistant Substitute will be paid at entry level Associate Instructional Substitute rate.

Health Assistant Substitutes: Health Assistant substitutes will be paid the base pay of Health Assistant I rate with the following exceptions: An LPN substituting for health Assistant II (LPN) or Health Assistant III (RN) position will be paid at the base pay rate of Health Assistant II (LPN). An RN substituting for a Health Assistant II (LPN) position will be paid at the base pay rate of a Health Assistant II (LPN). An RN substituting for a Health Assistant III (RN) position will be paid at the base rate of a Health Assistant III (RN).

HOSPITAL HOMEBOUND RATE

Substitutes*	Current Substitute rate
Instructional Employees	Current hourly rate

ADULT EDUCATION

Non degreed life enhancement course instructor / teachers assistants
\$13.00 per hour

Postsecondary Adult Vocational and General Education/

District Certified.	
Non-degreed	\$18.00 per hour
Bachelor's Degree	\$18.00 per hour
Master's Degree	\$19.00 per hour
Doctorate Degree	\$20.00 per hour

Computer Courses & Continuing Education Units (Degree Not Required)	\$18.00 per hour
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Clinical Instructors – Medical (RN)	\$30.00 per hour
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ESE

Intern School Psychologists	
Specialists level student	Current minimum wage
Doctoral level student	\$ 9.00 per hour

EXTENDED DAY – ADULT & COMMUNITY EDUCATION

Coordinators* (See page 50)	\$ 13.00 per hour
Extended Day Worker	\$ 9.00 per hour
Student Workers**	Current Minimum Wage

Performing Arts Technician:	\$25.00 per hour
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PAC Student Theater Tech Compensation

Apprenticeship Tech – Beginning Tech's after being processed by the district office.	Minimum wage
Journeyman Tech- After a probationary period established by the Director / Manager (not to exceed one full semester).	Minimum wage + \$1.00 per hour
Senior Tech – After <u>two</u> full years (four semesters)	Minimum wage + \$2.00 per hour

ALTERNATIVE PREVENTION COUNSELING:	\$25.00 per hour
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TRANSLATIONS:	\$25.00 per hour
STUDENT EMPLOYEES:	Current Minimum Wage

In extenuating circumstances the Superintendent reserves the right to pay a student the base rate of the position on the salary schedule for which they are fulfilling the duties.

WORKSHOPS AND CURRICULUM DEVELOPMENT

Workshop Facilitator/Instructor (inclusive of planning time)	\$30.00 per hour
Workshop Facilitator/Instructor (exclusive of planning time)	\$20.00 per hour
Teachers/Curriculum Rate*	\$14.00 per hour
Non-Instructional Staff Rate***	Regular Hourly Rate

Sea Camp Coordinator:

Receives \$10.00 per student attending Sea Camp

SUMMER SCHOOL:

Employees will be compensated at their June 30th hourly rate for summer school.

SCHOOL BOARD BARGAINING TEAM SECRETARY SUPPLEMENT:

Secretary \$500 per team

BOARD MEMBER(S) SALARY: Set by Legislature

TEACHER / EMPLOYEE OF THE YEAR

Non-Instructional Employee of the Year and Nominees: Each facility will nominate a non-instructional support staff employee of the year candidate. The nominee will receive a supplement in the amount of \$179.00.

If the nominee is chosen as the District Non-Instructional Employee of the Year, he/she will receive an additional \$179.00.

Teacher of the Year and Nominees: Each facility will nominate a Teacher of the Year candidate. The nominee will receive a supplement in the amount of \$233.00

If the nominee is chosen as the District Teacher of the Year, he/she will receive an additional \$233.00.

*This rate is determined by the teacher's contract (CEA) that is used for developing Curriculum / instruction; consequently, the coordinators salary may change depending upon the IRCEA contract.

**Student workers salary is minimum wage

*** In lieu of hourly rates, workshop stipends MAY be offered in the amount of \$50 per participant for half-day workshops and \$75 per participant for full day workshops for Voluntary participation.

ATHLETIC EVENTS

Clock (Scoreboard) Operator – baseball and softball	\$15.00
Clock Operator (basketball) per game	\$17.50
Clock Operator (football)	\$25.00
Coach/Driver	
Area I	\$40.00
Area II	\$55.00
Area III	\$70.00
Crowd Control (football)	\$20.00
Opening/Closing/PA (basketball, volleyball, wrestling)	\$20.00
Opening/Closing/PA (football)	\$50.00
Opening/Closing/PA (rental contracts for facilities)	\$ 8.00 per hour
Opening/Closing/PA (soccer, track, all other extra-curricular student related activities)	\$25.00
Scorekeeper (basketball)	\$17.50
Scorekeeper (softball, baseball)	\$25.00
Scorekeeper (all other sports)	\$17.50
Ticket Manager (basketball-boys and girls)	\$100.00 each
Ticket Seller (football)	\$40.00
Ticket Seller (all other sports)	\$25.00
Ticket Takers (football)	\$20.00
Ticket Taker (all other sports)	\$15.00
Ticket Manager (football)	\$500.00
Track Officials	\$50.00
Ushers (football)	\$15.00
Videotaping football games	\$35.00 per game

CONCESSIONS

Assistant Manager (basketball games)	\$50.00
Business Manager	\$20.00
Head Cashier (football)	\$40.00
Manager (basketball)	\$50.00
Manager (Christmas Tournaments)	\$100.00
Manager (football)	\$150.00

OTHER

Chaperones – Bus	\$25.00
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2013-2014

CALENDARS

2013-2014 Payroll Schedule

					Work Dates		
10 Month	9 and 10 Month CWA	11 month	12 month	Pay Date	Begin Date	End Date	Due Date
			1	7/15/2013	7/1/2013	7/5/2013	7/5/2013
			2	7/31/2013	7/6/2013	7/19/2013	7/22/2013
		1	3	8/15/2013	7/20/2013	8/7/2013	8/8/2013
1	1	2	4	8/30/2013	8/8/2013	8/20/2013	8/21/2013
2	2	3	5	9/13/2013	8/21/2013	8/30/2013	9/3/2013
3	3	4	6	9/30/2013	9/1/2013	9/13/2013	9/16/2013
4	4	5	7	10/15/2013	9/14/2013	9/27/2013	9/30/2013
5	5	6	8	10/31/2013	9/28/2013	10/18/2013	10/21/2013
6	6	7	9	11/15/2013	10/19/2013	11/1/2013	11/4/2013
7	7	8	10	11/22/2013	11/2/2013	11/15/2013	11/15/2013
8	8	9	11	12/13/2013	11/16/2013	11/29/2013	12/2/2013
9	9	10	12	12/20/2013	11/30/2013	12/6/2013	12/9/2013
10	10	11	13	1/15/2014	12/7/2013	1/3/2014	1/6/2014
11	11	12	14	1/31/2014	1/4/2014	1/17/2014	1/21/2014
12	12	13	15	2/13/2014	1/18/2014	1/31/2014	2/3/2014
13	13	14	16	2/28/2014	2/1/2014	2/14/2014	2/18/2014
14	14	15	17	3/14/2014	2/15/2014	2/28/2014	3/3/2014
15	15	16	18	3/31/2014	3/1/2014	3/14/2014	3/17/2014
16	16	17	19	4/15/2014	3/15/2014	4/4/2014	4/7/2014
17	17	18	20	4/30/2014	4/5/2014	4/18/2014	4/21/2014
18	18	19	21	5/15/2014	4/19/2014	5/2/2014	5/5/2014
19	19	20	22	5/30/2014	5/3/2014	5/16/2014	5/19/2014
20, 21, 22, 23	20, 21, 22	21,22		6/6/2014			
	23	23	23	6/13/2014	5/17/2014	5/30/2014	6/2/2014
	24			6/20/2014	5/31/2014	6/10/2014	6/11/2014
24*		24**	24**	6/26/2014	5/31/2014	6/30/2014	6/16/2014

* Projected**

THIS SCHEDULE IS SUBJECT TO CHANGE DURING THE YEAR.

NOTE: Adjustments, corrections, re-issues and voids will be combined and processed within two days after payroll, unless otherwise dictated by the law and collective bargaining agreements.

*Leave and extra hours for 10 month employees other than CWA will be from 5/17/14 thru final work date of calendar

**On the Projected Payroll you will submit any leave employees have submitted in advance. Any leave requests adjustments received after 6/16/14 will be adjusted on the following payroll if applicable.

2013 - 2014 Instructional 216 Day Calendar

Pay Type 410, 440 - Guidance Counselors, Orchestra, Middle School Band Directors, High School Asst Band Director,
Automotive Program Technician

July 31 - First Day

June 24 - Last Day

July-13						
S	M	T	W	T	F	S
	1	2	3	4	5	6
	0	0	0	0	0	0
7	8	9	10	11	12	13
0	0	0	0	0	0	0
14	15	16	17	18	19	20
0	0	0	0	0	0	0
21	22	23	24	25	26	27
0	0	0	0	0	0	0
28	29	30	31			
0	0	0	1			

1

August-13						
S	M	T	W	T	F	S
				1	2	3
				1	1	0
4	5	6	7	8	9	10
0	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0

22

September-13						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30					
0	1					

21

October-13						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30	31		
0	1	1	1	1		

23

November-13						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	0	0	0	1	1	0

18

December-13						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	1
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	0	0	0	0	0
29	30	31				
0	0	0				

15

January-14						
S	M	T	W	T	F	S
			1	2	3	4
			0	0	0	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	0	1	1	1	1	0
26	27	28	29	30	31	
0	1	1	1	1	1	

19

February-14						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	1	1	1	1	1	0
9	10	11	12	13	14	15
0	1	1	1	1	1	0
16	17	18	19	20	21	22
0	0	1	1	1	1	0
23	24	25	26	27	28	
0	1	1	1	1	1	

19

March-14						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	1	1	1	1	1	0
9	10	11	12	13	14	15
0	1	1	1	1	1	0
16	17	18	19	20	21	22
0	1	1	1	1	1	0
23	24	25	26	27	28	29
0	0	0	0	1	1	0
30	31					
0	1					

18

April-14						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	0	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30			
0	1	1	1			

21

May-14						
S	M	T	W	T	F	S
				1	2	3
				1	1	
4	5	6	7	8	9	10
	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0

22

June-14						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	0	0	0	0
29	30					
0	0					

17

Non Work Days
 Paid Holidays
 Working Days
 Paid Days

Grand Total

216

Holidays
September 2 Labor Day
November 28 & 29 Thanksgiving
March 27 & 28 Spring Break
May 26 Memorial Day

Non Workdays
November 25 thru 27 Thanksgiving Break
December 23 thru January 2 Winter Break
January 3 Emergency Day
January 20 Martin Luther King Jr. Day
February 17 President's Day
March 24 thru 26 Spring Break
April 18 Emergency Day

Paid Days
August 14 Inservice Day
August 15 thru 19 Teacher Workdays
September 27 Inservice 1/2 Day
October 14 Inservice Day
November 8 Conference Day
January 17 Teacher Workday/ Inservice
February 14 Conference Day
May 23 Inservice 1/2 Day
June 9 and 10 Teacher Workdays

2013 - 2014 Non-Instructional 254 Day Calendar

Pay Type 520 and 609 - Confidential Managerial , Maintenance, Mechanics and Warehouse

July 1 - First Day

June 30 - Last Day

July-13						
S	M	T	W	T	F	S
	1	2	3	4	5	6
	1.25	1.25	1.25	0	1.25	0
7	8	9	10	11	12	13
0	1	1	1	1	1	0
14	15	16	17	18	19	20
0	1	1	1	1	1	0
21	22	23	24	25	26	27
0	1	1	1	1	1	0
28	29	30	31			
0	1	1	1			
						23

August-13						
S	M	T	W	T	F	S
				1	2	3
				1	1	0
4	5	6	7	8	9	10
0	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0
						22

September-13						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30					
0	1					
						21

October-13						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30	31		
0	1	1	1	1		
						23

November-13						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
						21

December-13						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	1
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	0	0	0	0	0
29	30	31				
0	0	0				
						16

January-14						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	0	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30	31	
0	1	1	1	1	1	
						22

February-14						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	1	1	1	1	1	0
9	10	11	12	13	14	15
0	1	1	1	1	1	0
16	17	18	19	20	21	22
0	1	1	1	1	1	0
23	24	25	26	27	28	
0	1	1	1	1	1	
						20

March-14						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	1	1	1	1	1	0
9	10	11	12	13	14	15
0	1	1	1	1	1	0
16	17	18	19	20	21	22
0	1	1	1	1	1	0
23	24	25	26	27	28	29
0	1.25	1.25	1.25	1.25	0	0
30	31					
0	1					
						21

April-14						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30			
0	1	1	1			
						22

May-14						
S	M	T	W	T	F	S
				1	2	3
				1	1	
4	5	6	7	8	9	10
	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	0	1.25	1.25	1.25	1.25	0
						22

June-14						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30					
0	1					
						21

Non Work Days Paid Holidays

Working Days

Grand Total

254

Holidays
September 2 Labor Day
November 28 & 29 Thanksgiving
December 23
January 1 and 2

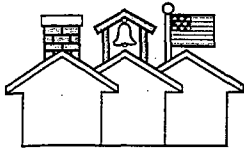
Non Workdays
July 4
December 24 thru December 31
January 3 Emergency Day
March 28 Spring Break
May 26 Memorial Day

Please note, 1.25 workdays scheduled for the following weeks:
 July 1 thru July 5
 March 24 thru 27
 May 27 thru May 30

Example During those weeks: 8 hour employees will work four 10 hour days during this week. 7.5 hour employees will work three 9.5 hour days and one 9 hour day

Any leave taken will reflect 1.25 days during these weeks

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School District of Indian River County

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

Frances J. Adams, Ed.D. - Superintendent

CHARGING LETTER

May 24, 2013

Mr. Richard Del La Cruz
470 8th Manor Apt. 108
Vero Beach, FL 32960

VIA: Hand Delivery

Dear Mr. Del La Cruz:

This letter charges you with acts or the failure to act when you had a duty to act as an employee of the School District of Indian River County, Florida ("the District"). These acts or omissions disqualify you from being employed with the District and constitute just cause for you to be terminated from your position with the District. This correspondence will give you notice of the procedures that will be followed to terminate your employment.

I will recommend at the School Board meeting on June 11, 2013, that your employment with the District be terminated. The School Board meeting will be held at the offices of the School Board of Indian River County, 1990 25th Street, Vero Beach, Florida, and the meeting commences at 6:00 p.m.

My recommendation that you be discharged from employment is based on the fact that your acts or omissions disqualify you from being employed in the District and provide just cause for terminating your employment in that:

1. On May 2, 2013, there was reasonable suspicion that you came to work under the influence of an illegal substance. Due to your behavior on that day, the Mrs. Seeley, the Principal, called the Risk Management office in order to report reasonable suspicion. Mr. Remole, the District's Risk Manager, came to the school and took you for a random drug screening. You willingly submitted to the random test. The test results were returned to the district stating that you tested positive for marijuana.

"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

1

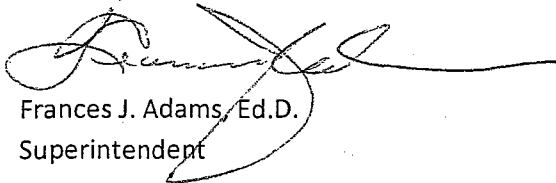
Being under the influence of a drug on School Board property is a violation of School Board Rules 2.24 and 2.30, and grounds for your termination from employment.

2. School Board Rule 4.04(C) (5) requires that you are familiar with the policies of the School Board and willful violations of said policies constitute gross insubordination. Being under the influence of an illegal substance on school board property is in direct violation of School Board Rules 2.24 and 2.30, constitutes gross insubordination and is grounds for your termination from employment.

You have the right to obtain representation of your choice to assist you if you should desire representation. You also have such rights as are set out in the Collective Bargaining Agreement with Communication Workers of America regarding your termination from employment.

If you have any questions concerning this matter or the procedures that are being followed regarding my recommendation that your employment be terminated, please contact School Board Attorney Suzanne D'Agresta at the law offices of Brown, Garganese, Weiss & D'Agresta, P.A., 111 North Orange Avenue, Suite 2000, P.O. Box 2873, Orlando, Florida 32802, or call Mrs. D'Agresta at (407) 425-9566, or have your attorney or other representative contact Mrs. D'Agresta.

Sincerely,



Frances J. Adams, Ed.D.
Superintendent

C: Denise S. Roberts, Executive Director for Human Resources
Suzanne D'Agresta, School Board Attorney

School Board Agenda for June 11, 2013

The Department of Food and Nutrition Services recommends the following school lunch prices for the 2013-2014 school years:

- Keep elementary full-price lunches at the current price of \$2.25.
- Change middle school full-price lunches from the current price of \$2.25 to \$2.50.
- Keep high school full-price lunches at the current price of \$2.50.

The middle and high school menus mirror each other, which supports that middle school lunch prices be the same as the high school.

Meal price changes in previous years:

- In 2002-2003, SDIRC increased elementary lunches from \$1.50 to \$1.75.
- In 2006-2007, SDIRC increased elementary and middle school prices from \$1.75 to \$2.00 and high school prices from \$2.00 to \$2.25.
- In 2008-2009, SDIRC increased prices for increased elementary and middle school prices from \$2.00-\$2.25 and high school prices from \$2.25 to \$2.50.

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Construction Management at Risk

Agreement Between Owner And Construction Manager

PROJECT NAME/LOCATION

SDIRC # 2013-18

Vero Beach High School Thermal Energy Storage System

CONSTRUCTION MANAGER

Mid-State Mechanical Contractor

3825 71st Street

Vero Beach, FL 32967

ARCHITECT / ENGINEER

Ingenuity Engineers, Inc.

4798 New Broad Street

Suite 300

Orlando, FL 32814



School District of Indian River County

1990 25th Street

Vero Beach, Florida 32960

ARTICLE	DESCRIPTION	PAGE
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2.0	Construction Manager's Services	4-13
3.0	Owner's Responsibilities	14
4.0	Permitting and Inspection	14-15
5.0	Subcontracts	15-16
6.0	Schedule, Time of Commencement and Substantial Completion	16
7.0	Guaranteed Maximum Price for Construction	17
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**FORM OF AGREEMENT
BETWEEN
OWNER AND CONSTRUCTION MANAGER**

This AGREEMENT made this 11th day of June, 2013, by and between the **School District of Indian River County**, hereinafter called the **Owner**, and Mid-State Mechanical Contractors hereinafter called the **Construction Manager**.

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

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

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

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

- 1.2 Extent of Agreement This Agreement for "Vero Beach High School Thermal Energy Storage System/SDIRC 2013-18" between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. When Drawings, Specifications and other descriptive documents defining the work to be included under a construction authorization are complete, they shall be identified in the construction authorization issued by the Project Manager. When Drawings, Specifications and other descriptive documents defining the work to be included in the Guaranteed Maximum Price (GMP) are complete, an Amendment to the Agreement shall be signed by the Owner and Construction Manager, acknowledging the GMP amount and the Drawings, Specifications and other descriptive documents upon which the GMP is based. To expedite the preparation of this GMP Amendment by the Owner, the Construction Manager shall obtain six (6) sets of signed, sealed and dated Drawings, Specifications and other documents upon which the GMP is based from the Architect-Engineer, shall acknowledge on the face of each document of each set that it is the set upon which he based his GMP and shall send one set of the documents to the Owner's Contracts Administrator along with his GMP proposal, while keeping one set for himself and returning one set to the Architect-Engineer.

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

- 1.3 Definitions:

Project The Project is the total work to be performed under this Agreement. The Project consists of planning, design, permitting and construction for "Vero Beach High School Thermal Energy Storage System/SDIRC 2013-18" necessary to build the component parts identified in Exhibit B.

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

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

Construction Manager **Mid-State Mechanical Contractors**

Architect/Engineer **Ingenuity Engineers, Inc.**

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

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

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

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

ARTICLE 2 CONSTRUCTION MANAGER'S SERVICES

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

2.1 Project Management Information System (PMIS)

2.1.1 General:

Narrative Reporting System

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

- (f) Construction Manager shall submit, for Owner approval, a direct tax savings purchase plan that, upon acceptance, will be part of the Construction Manager's services.
- (3) The reports outlined in subsection (2) (a) through (e) above shall be bound with applicable computer reports and submitted monthly during Design and Construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer and others designated by the Project Manager with the monthly pay requisition.

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

2.1.2 Schedule Control System

- (1) Master Project Schedule
Upon award of this Contract, the Construction Team shall submit a master Project Schedule covering the planning and design approvals, construction and Owner occupancy of the Project. This Schedule will serve as the framework for the subsequent development of all detailed schedules. The master Project Schedule shall be produced and updated monthly throughout the Project.
- (2) Construction Schedule
Within thirty (30) days after the date of the Owner's issuance of a Notice to Proceed, the Construction Manager shall prepare and submit to the Architect-Engineer a Construction Schedule graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the Project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity.

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

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

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

- (a) A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.
- (b) A Detailed Status Report showing the complete activity history of each item in the project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.

2.2 Design Review and Recommendations

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

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

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

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

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

- (4) Job-Site Facilities
The Construction Manager shall arrange for all Job-Site facilities necessary to enable the Construction Manager and the Owner's representatives and the Architect-Engineer to perform their respective duties in the management,

inspection and supervision of construction. The Construction Manager is responsible for proper care and maintenance of all equipment while in his control.

(5) Weather Protection

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

(6) Labor and Material Recommendations

(a) The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; he shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surpluses of labor or material, and (2) in light of such determinations, make recommendations as may be appropriate with respect to long lead procurements, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.

(b) Within thirty (30) days after receiving Notice to Proceed, the Construction Manager shall submit a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Project Manager and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.

(c) The Construction Manager shall carry out an active program of stimulating interest of qualified Construction Managers in bidding on the work and of familiarizing those bidders with the requirements of this Project.

2.3 Construction Phase

(1) Construction Manager's Staff

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

(2) Lines of Authority

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

(3) Schedule

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

(4) Solicitation of Bids

- (a) Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare requests for bids and proposals when applicable, for all procurement of long lead items, materials and services, for subcontractor contracts and for site utilities. Such requests for bids and proposals shall be prepared in accordance with the following guidelines:
1. Contracts not exceeding \$10,000 may be entered into by the Construction Manager with the firm who submits the lowest verbal quotation. The Construction Manager shall obtain a minimum of two (2) verbal quotations. These quotations shall be entered on a bid tabulation sheet and a copy of such tabulation sent to the Owner, Architect-Engineer and to each firm. The successful quotation shall be confirmed by written contract or purchase order to the low bid firm defining the scope and quality of work to be provided.
 2. Contracts exceeding \$10,000 but not exceeding \$200,000 may be entered into by the Construction Manager with the firm who is qualified and submits the lowest responsive proposal. The Construction Manager shall request firms to submit sealed written proposals based on a written drawing and/or specification. A tabulation of the results shall be furnished to the Owner, Architect-Engineer and to each firm.
 3. Contracts exceeding \$200,000 but not exceeding \$500,000 may be entered into by the Construction Manager with the firm who is qualified and submits the lowest responsive proposal. The Construction Manager shall advertise these projects at least once with the last advertisement appearing at least twenty-one (21) calendar days prior to the established bid opening date. These proposals shall be based on approved plans and specifications.
 4. Contracts exceeding \$500,000 shall be treated the same as described under #3 above except that the advertisement shall be run for at least thirty (30) days prior to the established bid opening and at least five (5) days prior to any scheduled pre-bid conference.
- (b) For each separate construction contract exceeding \$25,000, the Construction Manager shall unless waived by the Owner, conduct a pre-bid conference with prospective bidders, the Architect-Engineer and Project Manager. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

(5) Bonds

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

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

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

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

- B. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policyholders, provided:
- (a) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the state of Florida, Department of Insurance to do business in this state have been met.
 - (b) In the case of the Surety Insurance Company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

- (6) Quality Control
The Construction Manager shall develop and maintain a program, acceptable to the Owner and Architect-Engineer, to assure quality control of the Construction. He shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and Specifications and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of work and conformance with the requirements of the Specifications and plans, the Owner shall be the final judge of performance and acceptability.
- (7) Subcontractor Interfacing
The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractor and shall review the costs of those proposals and advise the Owner and Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work is begun on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. He shall also carefully review all shop drawings and then forward the same to the Architect-Engineer for review and actions. The Architect-Engineer will transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. He shall request the Architect-Engineer to make interpretations of the Drawings or Specifications requested of him by the subcontractors and shall maintain a suspense control system to promote timely response. He shall advise the Project Manager and Architect-Engineer when timely response is not occurring on any of the above.
- (8) Permits
The Owner shall secure all necessary building permits from the permitting authority and all necessary utility connection permits, the cost of which will be considered a direct cost item.
- (9) Job Site Requirements

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

(10) Job Site Administration

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

(a) Job Meetings

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

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

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

(b) Shop Drawing Submittals/Approvals

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

(c) Material and Equipment Expediting

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

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

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

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

- (11) Administrative Records

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

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

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

(12) Owner Occupancy

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

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

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

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

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

(13) Warranty

Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such Work will be new except where indicated otherwise in Contract documents, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and

Specifications. With respect to the same Work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one (1) year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract documents. Also, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection nine (9) months after the date of Owner Occupancy.

ARTICLE 3 OWNER'S RESPONSIBILITIES

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

ARTICLE 4 PERMITTING AND INSPECTION

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

4.1 Building Permits

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

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

4.2 Code Inspections

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

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

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

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

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

ARTICLE 5 SUBCONTRACTS

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

5.2 Proposals

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

5.3 Required Subcontractors' Qualifications and Subcontract Conditions

5.3.1 Sub contractual Relations

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

5.3.2 Subcontract Requirements

- (1) On all subcontracts where the bid exceeds \$100,000, the Construction Manager may require subcontractors to provide a 100% Performance Bond and a 100% Labor and Material Payment Bond from a Surety Company authorized to do business in the state of Florida by the Department of Insurance. If the Construction Manager wishes to award subcontracts to Construction Managers unable to supply this bonding, he may request special authorization to do so. Upon providing justifiable background information, such authorization shall not be withheld unreasonably.
- (2) The subcontractor financial condition must demonstrate that adequate fixed and liquid assets and equipment are available to properly perform the subcontract.

- (3) Work force The subcontractor must agree to perform no less than 15% of the Project Construction Work utilizing its own employees.
- (4) Subcontractor Experience The subcontractor must have successfully completed no less than two (2) projects of similar size and complexity within the last five (5) years.
- (5) Supervision The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent position.

(6) All subcontracts shall provide:

(a) **LIMITATION OF REMEDY – NO DAMAGES FOR DELAY**

That the subcontractor’s exclusive remedy for delays in the performance of the Contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time.

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

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

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

5.4 Responsibilities for Acts and Omissions

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

5.5 Subcontracts to be provided

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

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

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

6.2 The date of Owner Occupancy shall occur as described in Article 2.4(12) hereinabove. Warranted called for by this Agreement or by the Drawings and Specifications shall commence on the date of Owner Occupancy of the Project

**ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION**

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

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

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

**ARTICLE 8
CONSTRUCTION MANAGER'S FEE**

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

8.1.1 Design Phase Fee - \$52,980.00

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

Project is finally completed and occupancy of the Project accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner.

- (1) Adjustments in Fee For changes in the Project as provided in Article 10, the Construction Phase Fee shall be adjusted as follows:
 - (a) The Construction Manager shall be paid an additional fee subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.
 - (b) Should the duration of the construction stipulated herein for Final Completion extend TBD w/GMP Months after the Notice-To-Proceed, receipt of final drawings and specifications, or receipt of all necessary permits, whichever is later, due to no fault of the Construction Manager, the Construction Manager's Additional Construction Phase Fee will be \$500.00 per working day, for each day or portion thereof. The Construction Manager's staff during such time extensions will be reduced to that shown in Exhibit H.
 - (c) The Construction Manager will not be due any additional Overhead and Profit on increases in the Guaranteed Maximum Price (GMP) that do not exceed \$100,000 should the GMP be increased by more than \$100,000 under the terms of Article 10 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Overhead and Profit for the Construction Phase will be five percent (5%) of that portion of the accumulative increases in the GMP that exceeds the GMP by more than \$100,000.

Construction Manager's Exclusive Remedy: In the event the Construction Substantial or Final Completion Date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's Sole and Exclusive Remedy is an extension of the Construction Completion Date and payment of additional Construction Phase Fees and Overhead and Profit for Construction Phase as provided above.
- (2) Costs and Expenses Included in Fee The following are included in the Construction Manager's fee for services during the Construction Phase:
 - (a) Salaries or other compensation of the Construction Manager's employees at his principal office and branch offices.

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

8.1.3 Overhead and Profit for Construction Phase For Overhead, Profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the Construction Phase, the fee shall be

TBD w/GMP % and shall be paid proportionately to the ratio of the cost of the work in place, excluding stored materials and less retainage (see Article 12.1), as it bears on the latest estimate of the total Construction cost or to the GMP or to the Owner's Construction Budget, whichever is less. The balance of the fee shall be paid when construction of the Project is finally completed and occupancy of the Project accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Overhead and Profit for Construction Phase Fee is provided in Article 8.1.1(1).

ARTICLE 9 COST OF THE PROJECT

9.1 Definition

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

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

9.2 Direct Cost Items

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

No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager.

- (9) Minor expenses at the site, such as telegrams, long distance telephone calls, telephone service, expressage, postage and similar petty cash items in connection with the Project to be billed at cost.

- (10) Costs for trash and debris control and removal from the site.
- (11) Cost incurred due to an emergency affecting the safety of persons and property.
- (12) Legal costs reasonably and properly resulting from prosecution of the Project for the Owner, including handling claims for changes by subcontractors and vendors, subject to the following limitations:
 - (a) The Owner approved incurring such costs in advance, which approval shall not be unreasonable denied; and
 - (b) The legal costs were not incurred as result of the Construction Manager's own negligence or default.

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

**ARTICLE 10
CHANGE IN THE PROJECT**

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

- 10.1.2 The increase or decrease in the Guaranteed Maximum Price (GMP) resulting from a change in the Project shall be determined in one or more of the following ways:
- (1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;
 - (2) by unit prices stated in the Agreement or subsequently agreed upon;
 - (3) by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or
 - (4) by the method provided in Subparagraph 10.1.3.
- 10.1.3 If none of the methods set forth in Clause 10.1.2 is agree upon, the Construction Manager, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Architect-Engineer will establish an estimated cost of the work, and the Construction Manager shall not perform any work whose cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Article 10.1.2 above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Project as outlined in Article 9. The amount of decrease in the GMP to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.
- 10.1.4 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and GMP shall be equitably adjusted.
- 10.1.5 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications or Owner furnished information, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement, be encountered, the GMP and the Construction Completion Date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.
- 10.2 Claims for Additional Cost or Time
All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.
- If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the Completion Date, the Substantial Completion shall be extended by Change Order for such reasonable time as the Construction Team may determine. Any such claims for additional cost or time must be approved by the School District of Indian River County.
- Only delays which are determined to extend the critical path of the Schedule for constructing the Project will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.
- 10.3 Minor Changes in the Project
The Architect-Engineer will have authority to order minor changes in the Project not involving an adjustment in the GMP or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be effected by written order. Documentation of changes shall be determined by the Construction Team, including the Project Manual and displayed monthly in the PMIS. Changes shall be approved by the Project Manager, Architect-Engineer.
- 10.4 Emergency
In any emergency affecting the safety of persons or property, the Construction Manager shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the GMP or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in Article 10.

**ARTICLE 11
DISCOUNTS AND PENALTIES**

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

**ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER**

12.1 Monthly Statements

The Construction Manager shall submit to the Owner a statement, sworn to if required, along with the cost reports required under Article 2.1.5, showing in detail all monies paid out, cost accumulated or costs incurred on account of the Cost of the Project during the previous period and the amount of the Construction Manager's fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in **Exhibit K**. Ten percent (10%) retainage shall be held on all payments until the contract is fifty percent (50%) complete. Except when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At 50% completion, the Owner may approve a reduction of the retainage from 10% to 5% at his discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in Article 18.6, hereinafter.

12.2 Final Payment

Final Payment constituting the unpaid balance of the Cost of the Project and the Construction Manager's Fee, shall be due and payable as described in Article 17.6 after the Owner has accepted occupancy of the Project, provided that the Project be then finally completed, that the Construction Manager has verified by his signature that he has completed all items specified on the attached Exhibit L, and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager and the Architect-Engineer shall list those items prior to receiving Final Payment, and the Owner may retain a sum equal to 200% of the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, Owner shall pay to Construction Manager, monthly, the amount retained for each incomplete item after each of said items is completed.

12.3 Payments to Subcontractors

The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of ten percent (10%) until the Project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from 10% to 5% thereafter. If there should remain items to be completed, the Construction Manager and Architect-Engineer shall list those items required for completion, and the Construction Manager shall require the retainage of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimate cost of completing any unfinished items likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors, monthly; the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete.

Final Payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

12.4 Delayed Payments by Owner¹

¹ Subject to Article 18.6

If the Owner should fail to pay the Construction Manager within thirty (30) days after the receipt of an approvable payment request from the Construction Manager, then the Construction Manager may, upon seven (7) additional days written notice to the Owner and the Architect-Engineer, stop the Project until payment of the amount owing has been received.

12.5 Withholding Payments to Subcontractors

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

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

13.1 Indemnity

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

13.2 Construction Manager's Insurance

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

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

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

(Reference School Board Policy 10.13)

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

Certificate of Insurance form will be furnished to the Owner along with the Contract Documents. These shall be completed and signed by the authorized Florida Resident Agent and returned to the office of the Division of Building Construction. This Certificate shall be dated and show:

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

13.3 Waiver of Subrogation

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

**ARTICLE 14
TERMINATION OF THE AGREEMENT
AND
OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION**

14.1 Termination by the Construction Manager

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

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

- (1) If the Construction Manager fails to perform any of his obligations under this Agreement including any obligation he assumes to perform work with his own forces, the Owner may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligation, make good such deficiencies. The GMP, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies, and the Construction Manager's Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.
- (2) If the Construction Manager is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or

if he fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement, then Owner may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished, nor shall he be relieved from his obligations assumed under Article 7. Reasonable terminal expenses incurred by the Owner may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

14.3 Termination by Owner Without Cause

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

**ARTICLE 15
ASSIGNMENT AND GOVERNING LAW**

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

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

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

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

- 16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim. As to matters subject to the determination by final agency action (not actions for breach of contract or tort) the Owner's written decision shall be final agency action unless the Construction Manager requests an administrative proceeding pursuant to Section 120.57, Florida Statutes, by filing a petition in compliance with Rule Chapter 60-4, FAC, within thirty (30) days of the Construction Manager's receipt of the Owner's determination.

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

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

ARTICLE 17 SUPPLEMENTARY CONDITIONS

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

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

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

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

ARTICLE 18 MISCELLANEOUS

18.1 Interest

Any monies not paid when due to either party under this contract shall not bear interest except as may be required by Section 215.422(3)(b), Florida Statutes (1989).

18.2 Harmony

Construction Manager is advised and hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by Construction Manager and his subcontractors for work on the project shall work in harmony with and be compatible with all other labor being used by building and construction, Construction Managers now or hereafter on the site of the Project.

Construction Manager further agrees that this provision will be included in all subcontracts of the subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.3 Apprentices

If the Construction Manager employs apprentices on the Project, the behavior of the Construction Manager and the Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the state of Florida Department of Labor and Employment Security. The Construction Manager will include a provision similar to the foregoing sentence in each subcontract.

18.4 Invoices Submitted Under Article 9

Invoices submitted under Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for any travel expenses shall be submitted in accordance with procedures specified in Section 112.061 of the Florida Statutes governing payments by the state for travel expenses.

18.5 Construction Manager's Project Records

The Construction Manager's Project Records shall be maintained as prescribed hereinabove for the minimum period required by Federal Law, and shall be made available to the Owner or his authorized representative at mutually convenient times. Project Records will be audited upon completion of project. If funds are found in audit to be owed to the Owner, the Contractor will be responsible for any deficiencies found, as well as the Auditor's fees.

18.6 Construction Manager's Payment Rights

The School District of Indian River County agrees to pay, within thirty (30) calendar days of receipt by the School District of Indian River County, all invoices approved by the School District of Indian River County for payment. The School District of Indian River County will not withhold payment without proper and adequate justification.

18.7 Public Entity Crime Information Statement

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a Construction Manager, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

18.8 Fiscal Funding

This Contract is subject to fiscal appropriation and is subject to fiscal funding out in accordance with Florida Law.

18.9 Liquidated Damages

At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 7, completion of the project in accordance with the master project schedule shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed upon days for Substantial Completion,

Final Completion and Owner Occupancy. The Construction Manager acknowledges that failure to complete the project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. Liquidated Damages shall be assessed as specified in Article 8 of the General Conditions at a rate of \$500.00 per day until substantial completion is achieved.

18.10 Background Screening Requirement for Construction Managers
Florida Statutes School Law Section 1012.465

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

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

Vero Beach High School Thermal Energy Storage System/SDIRC 2013-18

By: Robert E. Fields

Title: President
Mid-State Mechanical Contractors

Date: 6/3/13

Witness:
By: Susan Harris

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

By: _____
Mrs. Carol Johnson

Title: Board Chairman

Date: _____

Witness:
By: _____
Dr. Frances J. Adams

Title: Superintendent

Date: _____

EXHIBIT A

CONSTRUCTION TEAM ASSIGNED REPRESENTATIVES

Vero Beach High School Thermal Energy Storage System/SDIRC 2013-18

OWNER

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY
1990 25TH STREET
VERO BEACH, FL 32960
MR. JOHN EARMAN
772-564-5060**

ARCHITECT

**Ingenuity Engineers, Inc.
4798 New Broad Street
Suite 300
Orlando, FL 32814
Mr. Brian Hessinger
407-398-6007**

CONSTRUCTION MANAGER

**Mid-State Mechanical Contractors
3825 71st Street
Vero Beach, FL 32967
Mr. Bob Fields
772-567-3102**

EXHIBIT B

OWNER'S CONSTRUCTION BUDGET

Vero Beach High School Thermal Energy Storage System/SDIRC 2013-18

<u>ITEM DESCRIPTION</u>	<u>CONSTRUCTION BUDGET</u>
Preconstruction Budget	\$ 52,980.00
Construction Budget	\$ 3,192,020.00
Planning & Design	\$ 255,000.00
Furniture, Fixtures & Equipment	\$ —
Extraordinary Expenses	\$ —
Total Owner's Construction Budget	\$ 3,500,000.00

EXHIBIT C

CONTRACTOR'S PERSONNEL

(ON-SITE SUPPORT STAFF)

Vero Beach High School Thermal Energy Storage System/SDIRC 2013-18

INDIVIDUAL

TITLE

EXHIBIT D

Vero Beach High School Thermal Energy Storage System/SDIRC 2013-18

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

EXHIBIT E

Vero Beach High School Thermal Energy Storage System/SDIRC 2013-18

Notice to Owner that project is ready for final inspections.

EXHIBIT "F"

Vero Beach High School Thermal Energy Storage System/SDIRC 2013-18
Not Applicable

EXHIBIT G

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

Vero Beach High School Thermal Energy Storage System/SDIRC 2013-18

<u>INDIVIDUAL</u>	<u>TITLE</u>	<u>DURATION (Months)</u>	<u>PERCENTAGE AVAILABLE</u>
Robert Fields	President	6-months	100%

EXHIBIT H

CONSTRUCTION MANAGER'S PER DIEM STAFF FOR TIME

(EXTENSIONS PER 8.1.2(1) (b))

Vero Beach High School Thermal Energy Storage System/SDIRC 2013-18

INDIVIDUAL

TITLE

**PERCENTAGE
AVAILABLE**

EXHIBIT I

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

Vero Beach High School Thermal Energy Storage System/SDIRC 2013-18

<u>INDIVIDUAL</u>	<u>TITLE</u>	<u>DURATION</u> <u>(months)</u>	<u>PERCENTAGE</u> <u>AVAILABLE</u>
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EXHIBIT J

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

Vero Beach High School Thermal Energy Storage System/SDIRC 2013-18

<u>INDIVIDUAL</u>	<u>TITLE</u>	<u>DURATION</u> <u>(months)</u>	<u>PERCENTAGE</u> <u>AVAILABLE</u>
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EXHIBIT K

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

Approval to Award Sunshine Land Design, Inc. for Traffic and Wetland Improvements at Oslo Middle School 2013-19 - Mr. Morrison

Requested by: Facilities, Planning and Construction Department Fund: 372

This is a Request for Proposal (RFP) for the construction of a new parent drop-off / pick-up loop and a stacking lane at Oslo Middle School. The scope includes a new driveway with a culvert onto 5th Street, SW, a vehicle stacking lane approximately 700', miscellaneous grading work and a revitalization of an existing wetland area with a new boardwalk.

Notice for Request for Proposals was mailed to thirty (30) vendors and was also posted on the Purchasing Department's website. A legal notice was published in the Indian River Press Journal on April 1, 8 and 15, 2013. We received three (3) responses as follows:

Legend: Primary Award _____ Rejected ()

Bidder	Awarded Points	Amount Bid
Jobear/Warden Construction	270	\$161,772.93
Sunshine Land Design, Inc.	300	<u>\$147,160.75</u>
Summit Construction of Vero Beach, Inc.	240	\$225,000.00

Award is recommended to Sunshine Land Design, Inc. as the best responsive and responsible proposer meeting specifications, terms and conditions. The contract will be presented at a later date.

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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Approval to Enter into Negotiations with Florida Power & Light and BGA, Inc., A ConEdison Solutions Company to Obtain Master Agreements for Guaranteed Energy Cost Savings - SDIRC 2013-13 - Mr. Morrison

Requested by: Maintenance Department

A Request for Qualifications (RFQ) for Energy Performance Savings Contractors (EPSC) capable of providing comprehensive energy management and energy-related capital improvement services for District facilities pursuant to §1013.23 F.S., 287.055 F.S, and F.S. 489.145 has been issued by the District. EPSC's are a licensed business under Chapter 471 or Chapter 481 FS for the analysis, design, implementation, or installation of energy, water, and wastewater efficiency and conservation measures through energy performance contracts.

An advertisement soliciting professional qualifications and letters of interest from qualified firms was placed in the Indian River Press Journal on March 15, 22 and 29, 2013, was mailed to 12 (twelve) firms in our vendor database and was also posted on the District's website. Eight (8) firms responded by the required date of April 3, 2013. The Evaluation Team consisting of Brian Bender, Pete Copeman, John Earman, George Millar, Scott Sanders and Sue Titus evaluated all responses and short-listed to four (4) firms. The short-listed firms attended interviews on April 24, 2013. The team's ranking is as follows:

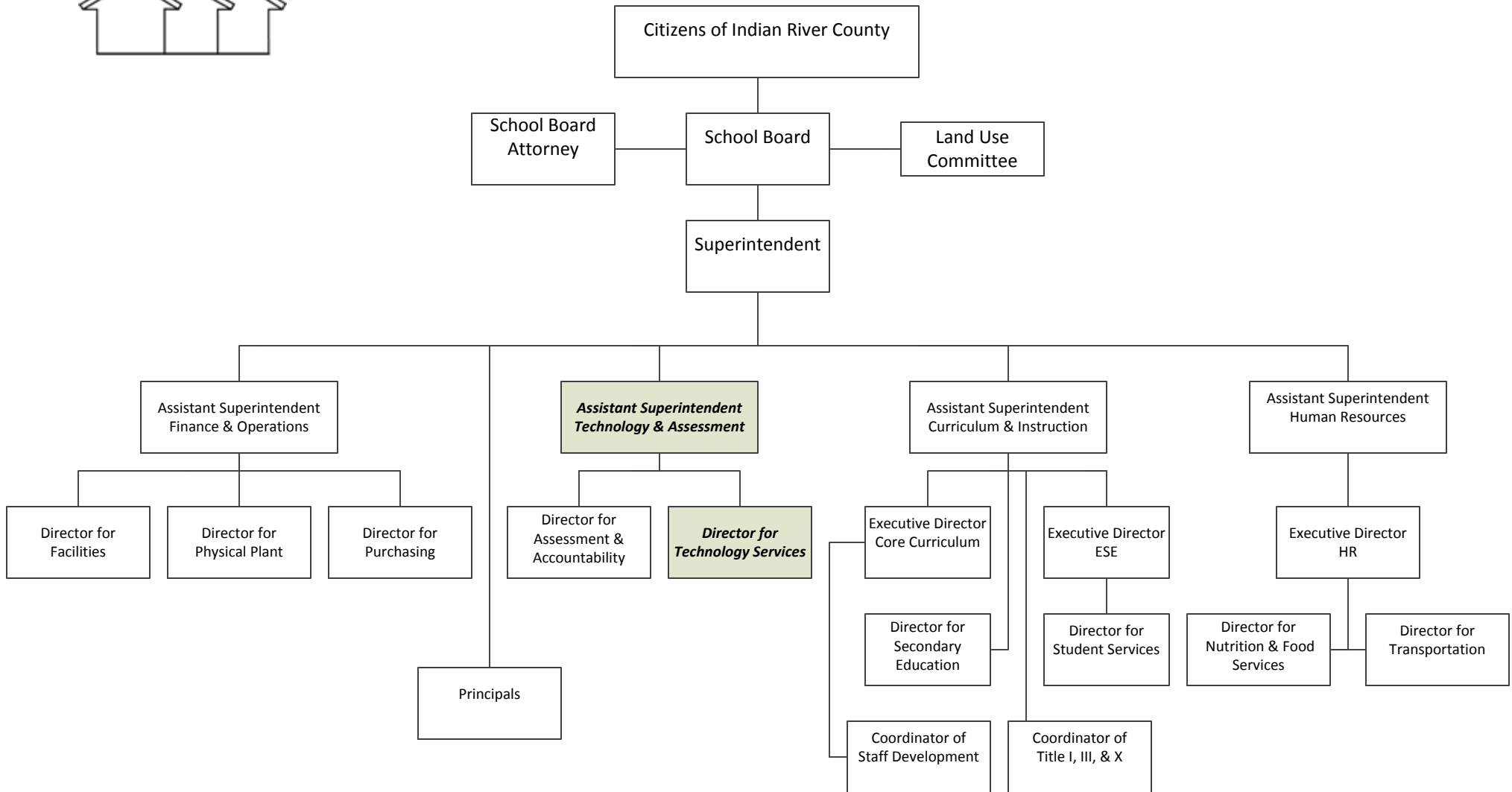
Firm	Awarded Points
BGA, Inc., A ConEdison Solutions Company	591
Florida, Power & Light Services	588
Siemens Industry Inc.	545
Johnson Controls	543.5

Recommendation is to enter into negotiations with the top two companies, Florida Power & Light and BGA, Inc., A ConEdison Solutions Company, to obtain Master Agreements which will be presented to the Board at a later date.

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School District of Indian River County Organizational Chart 2013-2014



New

Add – Assistant Superintendent for Technology & Assessment*	\$ 141,690.00
Add – Director for Technology Services*	+ \$ <u>105,203.00</u>
	\$ 246,893.00
Eliminate Executive Director for Instructional & Information Technology*	- \$ 114,182.00
Eliminate 7% Supplement for Executive Director for HR & Risk Management*	- \$ <u>7,586.53</u>
*Positions include benefits	
Cost to District	\$ 125,124.47

DRAFT – May 1, 2013

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**SCHOOL DISTRICT OF INDIAN RIVER COUNTY
INTERNAL FUNDS**

UNCOLLECTED CHECK WRITE-OFF BY SCHOOL - CHECKS RECEIVED PRIOR TO DECEMBER 31, 2012

School/Site	Date Issued	Check Number	Reason not paid - Bank	Reason not paid by Payliance or Envision	Check Amount	Total
Gifford Middle School						
Kevin M. Weisberg	2/21/2012	1408	No Active Account	No Account Found	\$ 165.00	
						\$ 165.00
Glendale Elementary School						
Joseph Lanovara	3/21/2012	1028	Closed Account	Closed Account	\$ 30.00	
						\$ 30.00
Oslo Middle School						
Camille Irusta	8/15/2008	1007	NSF	No Telephone Number	\$ 20.00	
Christine Lassonde	8/20/2008	111	NSF	No Telephone Number	\$ 16.00	
Cindy Villeneuve	4/29/2010	2234	NSF	Uncollectable	\$ 40.00	
Frank Raymond	11/4/2010	107	NSF	Uncollectable	\$ 10.00	
Tamara Johson	2/26/2011	127	NSF	Uncollectable	\$ 20.00	
Athena Anderon	4/12/2012	1019	No Account Found	No Account Found	\$ 52.00	
						\$ 158.00
Rosewood Magnet School						
Jennifer Reavis	10/25/2012	1105	NSF	Time Limit Expired	\$ 10.00	
						\$ 10.00
Sebastian River High School						
Lakiescha Jones	5/31/2012	1144	NSF	Exceeds Max Cks Per Person	\$ 20.00	
Ronald Hampton	9/18/2012	1115	NSF	Payliance Received After Cancellation Date	\$ 40.00	
						\$ 60.00
Sebastian River Middle School						
Thomas Adams	9/17/2012	8070	NSF	Payliance Received After Cancellation Date	\$ 20.00	
James McCain	9/26/2012	142	NSF	Payliance Received After Cancellation Date	\$ 25.00	
						\$ 45.00
Storm Grove Middle School						
James McDaniel	9/28/2012	1578	NSF	Payliance Received After Cancellation Date	\$ 20.00	
						\$ 20.00
Vero Beach Elementary School						
Kevin Weisberg	2/21/2012	1409	Account Closed	Account Closed	\$ 160.00	
C&T Mobile Repair	3/1/2012	515	Account Closed	Account Closed	\$ 60.00	
						\$ 220.00
Vero Beach High School						
Follett Educational Services	5/22/2012	116954	Refer to Maker	Refer to Maker	\$ 78.96	
Follett Educational Services	5/22/2012	116953	Refer to Maker	Refer to Maker	\$ 43.00	
Patricia Velez-Otero	9/5/2012	1367	NSF	Payliance Received After Cancellation Date	\$ 65.00	
Wanda Bucknor	9/10/2012	3864	NSF	Payliance Received After Cancellation Date	\$ 20.00	
Lisa Douglas	9/19/2012	2143	NSF	Payliance Received After Cancellation Date	\$ 55.00	
						\$ 140.00

Total \$ 848.00

Prepared by: Stephanie L Miller

Date: 6/11/13

Reviewed by: Charlene Atkins
Accounting Manager

Date: 6/11/13

Board Approved: _____

Date: _____

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