

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

Indian River County District School Board  
Business Meeting Agenda  
June 25, 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 to be given by Deacon Jason Murbarger of Trinity Episcopal Church.
  
- III. PLEDGE OF ALLEGIANCE TO THE FLAG
  
- IV. ADOPTION OF AGENDA
  
- V. PRESENTATIONS  
No presentations
  
- VI. CITIZEN INPUT
  
- VII. CONSENT AGENDA
  - A. Approval of Minutes – Dr. Adams**
    - 1. 2013-2014 Budget Workshop 6/11/2013
    - 2. Round Table Discussion 6/11/2013
    - 3. Business Meeting 6/11/2013Superintendent recommends approval.
  
  - B. Approval of Personnel Recommendations – Ms. Roberts**  
Attached is a list of personnel recommendations, which includes personnel additions, terminations, and/or changes. Superintendent recommends approval.
  
  - C. Approval of Budget Amendments – Mr. Morrison**  
This request is for approval of the following budget amendments for fiscal year ending June 30, 2013:
    - Amendment # 3- Special Revenue – Other
    - Amendment # 2 – Capital
    - Amendment #1 – Debt ServiceSuperintendent recommends approval.

**D. Approval of Donations – Mr. Morrison**

1. Sebastian River High School received a donation in the amount of \$1,500 from Adam Gehrke. The funds will be used to purchase a vehicle for the use of student instruction and training in the Automotive Department. A donation in the amount of \$5,500 was received from the Education Foundation of Indian River County. The funds will be used for purchasing a lift and vehicle for the use of student instruction and training in the Automotive Department.
2. Wabasso School received a donation in the amount of \$1,000 from the Fraternal Order of Eagles Aerie & Auxiliary #4374. The funds will be used to support efforts to enrich the educational experiences for the Wabasso School's student body.

Superintendent recommends approval.

**E. Approval to Dispose of Surplus Property – Mr. Morrison**

This is a request to approve the dispose of surplus property in accordance with Florida Statutes 274.05 and 274.06. The attached lists represent property to be deleted from various inventories and/or for items that have been declared surplus. After Board approval, property will be recycled and/or auctioned. Also, pursuant to Chapter 274.02 F.S., annual inventories were performed at each school/department for the fiscal year ending June 30, 2013. Attached is a list, by school/department, of property not reconciled. This request is to delete the property from the Fixed Asset Ledger.

Superintendent recommends approval.

**F. Approval of PD 360 Contract 2013-2014 Renewals– Mrs. D'Albora**

PD 360 Professional Development On-Demand is a web-based, on-demand, professional learning resource that supports the District in the establishment of a systemic, job-embedded program that emphasizes classroom implementation. School Improvement Network owns the copyrights to and is the sole-source provider for the professional development online service, PD 360-Professional Development On Demand. The online program is comprised of two major components: PD360 (general professional development for teachers) and Common Core 360 (professional development aligned specifically to the Common Core State Standards). The purpose of the action is to purchase licenses that will allow all teachers access to both sections of the on-demand, professional learning system at a total cost of \$108,000. A breakdown of costs is below:

- The first proposal includes a PD360 account for all teachers and reflects a significant discount to promote proper implementation and maximum return on investment. This year is the third of the three-year cycle. As per the approved Race to The Top Grant, RTTT funds will be used to acquire PD 360 Professional Development at a yearly cost of \$54,000. This pricing has not gone up in price since its implementation in 2011-2012, as the School District chose to renew annually.



- The second proposal includes licensed access for all teachers to the Common Core 360 content contained on the PD 360 Professional Development On-Demand website. Title II will be used to acquire Common Core 360 content at a yearly cost of \$54,000.

Superintendent recommends approval.

- G. Approval of AmeriCorps Agreement 2013-2014 Renewal – Mrs. D’Albora**  
This agreement outlines a collaborative between the School District and AmeriCorps St. Lucie, Indian River, and Okeechobee Reads to provide one-on-one reading tutoring to selected students in grades K-3. No cost to the District. Superintendent recommends approval.
- H. Approval of Safari Montage License Renewal – Mrs. D’Albora**  
Since 2008, Safari Montage has provided the District with a digital media management system. Attached is the content license renewal covering the period beginning on 7/01/2013 and ending on 6/30/2014. Also attached is the digital content license agreement. The cost impact is \$31,675. Superintendent recommends approval.
- I. Approval of Contract Renewal for Services with Redlands Christian Migrant Association (RCMA) - Mrs. D’Albora**  
Redlands Christian Migrant Head Start provides appropriate services for identified handicapped children ages 3 to 5, who meet the Head Start eligibility criteria. It is recommended that the Board approve the contract for the 2013-2014 school year. No additional cost to District. Superintendent recommends approval.
- J. Approval of Contract Renewal for Services with Marie Cole - Mrs. D’Albora**  
Marie Cole provides hearing interpreter services to hearing impaired students in the Indian River County School District. This contract renewal is for the 2013-2014 school year. Estimated cost: \$33,000.00. Superintendent recommended approval.
- K. Approval of Contract Renewal for Services with Physical Therapy Services of Indian River, Inc. - Mrs. D’Albora**  
Physical Therapy Services of Indian River, Inc., supplies the School District with licensed physical therapists on a contractual basis. This renewal contract is for the 2013-2014 school year and includes Extended School Year. Estimated cost: \$39,000.00. Superintendent recommends approval.
- L. Approval of Vero Beach High School Math Team Travel to San Diego, CA – Mrs. D’Albora**  
The Vero Beach High School Math Team is requesting permission to travel to San Diego, CA, on July 20-27, 2013. They have been invited to participate in the “National Mu Alpha Theta convention”. The Math Team financed the trip through various fundraisers. There is no cost to the District. All necessary insurance has been provided and approved by Risk Management. Superintendent recommends approval.

**M. Approval of Contract Renewals for Childcare Providers for 2013-14 – Mrs. D’Albora**

The contracts outline the respective responsibilities of the School District and local childcare providers to continue services to children of teen parents participating in the District’s Teen Parent Program. In accordance with Florida Statute 1003.54, School Districts are required to provide childcare services to the children of teen parents participating in this dropout prevention program. Indian River County utilizes several local centers for this purpose. Currently under this proposal are the following childcare providers: Bright Beginnings, First Impressions Daycare and Preschool, Tiny Treasures/Learning Nest, RCMA/Whispering Pine, Ross Small World Childcare, The Tot Spot, TLC of Sebastian, Turner’s Childcare, and Williams Childcare. Cost to the District is offset by the FTE earned by the program. Superintendent recommends approval.

**N. Approval of Project CHILD Renewal for 2013-14 – Mrs. D’Albora**

The School District of Indian River County will offer six clusters of Project CHILD for the upcoming school year. The cost of the annual renewal for materials for 18 teachers is \$11,626.00, plus a profession development cost of \$2,000.00. The total cost to renew is \$13,626.00. Our goal is to continue to provide this innovative option at Treasure Coast Elementary School. The school is a National Demo Site and is looking forward to the continued involvement with Innovative Educational Programs (IEP). Superintendent recommends approval.

**O. Approval of the 2014 - 2016 District Technology Plan – Mrs. D’Albora**

Districts are required to update their Technology Plan to satisfy state and federal grant programs, and E-Rate funding requirements. The attached Technology Plan was updated to cover the 2014 to 2016 school years and is based on the FLDOE template provided to Districts as a guide. Superintendent recommends approval.

**P. Approval of 2012-2013 Casualty, Safety, and Sanitation Reports – Ms. Roberts**

The 2012-2013 Casualty, Safety, and Sanitation Reports for each school and facility are attached. In accordance with State Requirements for Educational Facilities (SREF) and Florida Statutes, these reports are to be submitted to the Board each year. Please note that reports are not included for Vero Beach Elementary School and Support Services Center as they are new construction sites. Superintendent recommends approval.

VIII. ACTION AGENDA

**A. Approval of Superintendent's 2012-2013 Composite Evaluation as Above Expectations – Chairman Johnson**

Dr. Adams has served as Superintendent of Schools since June 2011. As per her employment contract, each Board Member independently prepares an evaluation and meets with Dr. Adams to review his/her evaluation. All evaluations and accompanying comments have been reviewed by individual Board Members with the Superintendent. Board Members will vote on the acceptance of the composite evaluation.

**B. Approval to Set Public Hearing Date ~~for~~ to Repeal All Existing School Board Policies and, then, to Adopt the New School Board Policies ~~Adoption of Entire School Board Policies Book~~ – Ms. Roberts**

District School Board Members, Superintendent of Schools, and District Staff met several times during the course of the past year (2012-2013) in public discussion sessions to review all proposed changes. The first reading was a Special Meeting held on Tuesday, June 18, 2013. This is the second reading/step in the policy adoption process, as set forth in the Florida Administrative Procedures Act, State Statutes, and School Board Policy #1.06. This action is in preparation ~~of~~ for the public hearing, **and to repeal and adoption School Board policies**, to be held August 13, 2013, at the 6:00 p.m. business meeting in the Teacher Education Center (TEC). Superintendent recommends approval.

**C. Approval of Owner/Contractor Construction Agreement for Oslo Middle School Parent Pick-up/Drop-off Loop and Wetlands Improvements, SDIRC 2013-19 – Mr. Morrison**

Approval is recommended for the Owner/Contractor Construction Agreement between the School District of Indian River County and Sunshine Land Design, Inc., for the Parent Pick-up/Drop-off Loop and Wetlands Improvements at Oslo Middle School (SDIRC 2013-19) in the amount of \$147,160.75. The improvements will include the construction of a new parent pick-up/drop-off loop with stacking lane to include a new driveway, with a culvert, onto 5<sup>th</sup> Street SW; an approximately 700' vehicle stacking lane; miscellaneous grading work; and a revitalization of an existing wetland area including a new boardwalk. The contract amount consists of the Contractor's Base Bid of \$147,160.75 and includes all construction costs associated with this project. The contract amount does not include Architect/Engineering fees. Superintendent recommends approval.

**D. Approval of the Educational Plant Five Year Survey Report– Mr. Morrison**

Approval is recommended for the Educational Plant Five Year Survey Report for 2013-2018. The Survey is a systematic study of present educational and ancillary plants and the determination of future anticipated needs to provide appropriate educational programs and services based on projected Capital Outlay Full Time Equivalent (COFTE) Forecast approved by the Department of Education. The Educational Plant Five Year Survey Report is adopted every five years. The District's current active Survey will expire on June 30, 2013. Superintendent recommends approval.

**E. Approval to Award Ag-Scape Services; d.b.a., Florida Site Contracting for Drainage and Accessibility Improvements at Dodgertown, SDIRC 2013-16 - Mr. Morrison**

This was a Request for Proposal (RFP) to secure firm prices for drainage and accessibility improvements at Dodgertown Elementary as per plans and specifications. Scope included underground drainage work, re-grading of open areas, replacement of failing roof gutters around the school, new sidewalks, a dumpster enclosure and handicap parking stalls. The gutter replacement was bid as Alternate I and the base, asphalt, grading and a new dumpster pad and enclosure as Alternate II. It is recommended that the Board accept the single bid response. Price received is within current market conditions. Award of the base bid and Alternate 2 is recommended to Ag-Scape Services; d.b.a, Florida Site Contracting as the lowest and best bidder meeting specifications, terms, and conditions. Superintendent recommends approval.

**F. Approval of Owner/Contractor Construction Agreement for Dodgertown Elementary Drainage and Accessibility Improvements, SDIRC 2013-16 – Mr. Morrison**

Approval is recommended for the Owner/Contractor Construction Agreement between the School District of Indian River County and Ag-Scape Services; d.b.a., Florida Site Contracting for the Drainage and Accessibility Improvements at Dodgertown Elementary in the amount of \$43,280.00. The improvements will include underground drainage work, re-grading of open areas, new sidewalks, a dumpster enclosure, and handicap parking stalls. The contract amount consists of the Contractor's Base Bid in the amount of \$29,890.00, Alternate 2 in the amount of \$8,390.00 and an owner added contingency in the amount of \$5,000.00, which includes all construction costs associated with this project. The contract amount does not include Architect/Engineering fees. Superintendent recommends approval.

**G. Approval of the Economic Opportunities Council of Indian River County, Inc., Head Start Program Agreement Renewal for Citrus Elementary and Highlands Elementary Concreteables - Mr. Morrison**

Approval is recommended for the renewal of the agreement between the School Board of Indian River County and the Economic Opportunities Council of Indian River County, Inc., Head Start Program for the allowance to house three (3) concreteable classrooms on School District property: two (2) located at Citrus Elementary School and one (1) located at Highlands Elementary School. The concreteable classrooms are owned and maintained by the Economic Opportunities Council of Indian River County, Inc. This Agreement is effective beginning June 25, 2013, through June 30, 2017. Superintendent recommends approval.

**H. Approval to Amend the Sebastian River Middle School Thermal Energy Storage Plant Project Budget – Mr. Morrison**

Approval is recommended to amend the budget for the Sebastian River Middle School Thermal Energy Storage Plant Project, increasing the budget by approximately \$350,000. On September 11, 2012, the School Board approved the 2012/13 Capital Projects Fund Budget containing the Sebastian River Middle School Thermal Energy Storage Project at an estimated cost \$736,225. The Thermal Energy Storage equipment and engineering services have been procured for this project. Pursuant to Board approval the Request for Qualifications (RFQ) SDIRC 2012-18 for Mechanical Contractors, bids were obtained from approved shortlisted vendors in the amount of \$607,000 and \$795,341, thus leaving a shortfall of \$341,927 in the project as follows:

<b>Description</b>	<b>Amount</b>
Approved line item budget for SRMS TES project# 419	\$736,225
Purchase Order #01305012 to Trane Equipment	(\$417,107)
Purchase Order #01302405 to OCI Associates Inc for Engineering Services	(\$52,500)
Purchase Order #01302405 to ML Structural Engineering	(\$1,545)
Subtotal available funding	\$265,073
Response to Bids for Mechanical installation services	(\$607,000)
Net Shortfall	(\$341,927)

Upon Board approval of this transfer, the budget for the Sebastian River Middle School Thermal Energy Storage Plant Project will be amended from the original budget amount of \$736,225 to \$1,086,225. Superintendent recommends approval.

**I. Approval of Florida Power and Light Company Underground Easement for Fellsmere Elementary Expansion/Renovation Project – Mr. Morrison**

Approval is recommended for the attached Underground Easement granted to Florida Power & Light Company for the Fellsmere Elementary School Expansion/Renovation Project as per attached Sketch and Description of FPL Easement. This easement is necessary for the construction, operation, and maintenance of underground electric utility facilities (including cables, conduits and appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and removal of such facilities or any of them within an easement as described in Exhibit “A” (“Easement Area”). Superintendent recommends approval.

**J. Approval of the Revised Construction Management at Risk (CMAR) Agreement, Template – Mr. Morrison**

Approval is requested for the changes/revisions to the District’s Construction Management at Risk (CMAR) Agreement, template, as discussed at the School Board Workshop held on February 26, 2013. The final version of the proposed Construction Management at Risk (CMAR) Agreement, template, is attached. Superintendent recommends approval.

**K. Approval of Bruce Green for Assistant Superintendent of Technology and Assessment – Dr. Adams**

The Superintendent’s Organizational Chart was approved by the District School Board on June 11, 2013. The position of Executive Director of Instructional and Information Technology was eliminated and replaced by Assistant Superintendent of Technology and Assessment. The cost to the District is an additional \$27,508, including benefits. Superintendent recommends approval.

**L. Approval of North County Charter School Contract Renewal - Mrs. D'Albora**

The Board of Directors of North County Charter is requesting a renewal of an existing contract that expires on June 30, 2013. The new contract is for fifteen years from July 1, 2013, to June 30, 2028. North County Charter School will be serving pre-kindergarten through 5th grade students. Superintendent recommends approval.

**M. Approval of Code of Student Conduct for 2013-14 – Mrs. D’Albora**

Each year the Code of Student Conduct is revised and presented to the School Board for adoption. School Board policy 5500 states, “The Code of Student Conduct that is adopted annually shall provide for review of a decision to suspend or expel a student pursuant to this policy and the Code, consistent with F.S. 1006.07.” This year the Code of Student Conduct Review Committee met five times. Last year’s cost to the District for English and Spanish Code of Student Conduct booklets was \$4,032.59. Superintendent recommends approval.

IX. SUPERINTENDENT’S REPORT

X. DISCUSSION

XI. SCHOOL BOARD MEMBER MATTERS – Chairman Johnson

XII. INFORMATION AGENDA

**A. Charter School Financials – Mr. Morrison**

Charter school financial statements are presented to the Board for information only. No approval of a charter school’s financial statements is required. This presentation of charter school financial statements is to demonstrate compliance with Section 1002.33, Florida Statutes. Specifically, subsection (5)(b) requires 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.

**B. Monthly Facilities Report – Mr. Morrison**

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, June 11, 2013, at 9:00 a.m. The workshop was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Carol Johnson, Vice Chairman Claudia Jiménez, and Board Members: Matthew McCain, and Karen Disney-Brombach. Dr. Frances J. Adams, Superintendent of Schools, and School Board Attorney Suzanne D'Agresta were also present. Board Member, Jeff Pegler, was not present.

### **2013-2014 Budget Workshop**

- I. Workshop was called to order by Chairman Johnson.
- II. Purpose of the Workshop – Dr. Adams  
Dr. Adams stated that this was a look at the preliminary budget as we have not closed out the 2012-2013 school year. She said that this was an opportunity to let the Board know where we were and talk about priorities.
- III. Update and Review of Major FEFP Components, Projected Revenue, and Preliminary Budget Proposals – Mr. Morrison  
Mr. Morrison handed Board Members a copy of his PowerPoint presentation; copy of a letter from David Nolte, Property Appraiser; and a copy of the proposed County Ordinance regarding impact fees. Mr. Morrison stated that they were closing out the 2012-2013 fiscal year to get an estimate of where we were as far as ending fund balances. He reminded the Board that the official run through of the budget and Five-Year Capital Plan would be held on June 25, 2013.  
  
Mr. Morrison reviewed the PowerPoint that contained the history of the Base Student Allocation (BSA), Ad Valorem Taxable Assessed Valuation, history of K-12 total funding and FEFP Conference Report, total proposed FEFP funding, 2013-2014 Conference Report Summary, budget projections for 2013-2014, 2013-2014 preliminary budget proposals, preliminary analysis of “millage neutral” impact, and a summary of voter approved uses for 2013-2014 0.60 millage referendum proceeds. Staff was working on school requests for 2013-2014. There was a great concern regarding the elimination of State funding for dual enrollment classes.  
  
Dr. Adams reviewed her budget priorities that included a Student Support Specialist for each elementary school, Exceptional Student Education Teacher and Aide for the EBD Program; an Autistic Teacher for Vero Beach High School; an Aide for the ASD Program; additional funds for the Superintendent's reorganization; hiring of a Network Security Specialist; and legal fees for the Chief Negotiator.

Mr. Morrison reported to the Board that the County Commission was contemplating the suspension of all impact fees for new construction for a period of eighteen months; establishing a schedule for reinstatement of the payment of impact fees; and providing for codification, severability, and an effective date. He said that Mr. Sanders was attending the meeting and would report back to the Board regarding the outcome.

Board Members were given an opportunity to ask questions and make recommendations. In closing, Dr. Adams thanked the Board for their questions. She said that she was working to keep the public aware and to get support back into the schools.

With no further discussion, the workshop adjourned at approximately 9:56 a.m.

The Indian River County District School Board met on Tuesday, June 11, 2013, at 1:00 p.m. The discussion session 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.

### **Round Table Discussion**

- I. Chairman Johnson opened the Discussion Session.
- II. Items Placed on Agenda by Board Members – Chairman Johnson
  - A. Mrs. Disney-Brombach**
    1. Mrs. Disney-Brombach informed the Board that she would be meeting with the Commissioner of Education on Thursday in Tampa. She asked if there were any concerns that she could speak to him about. Common Core and dual enrollment funding were suggested.
  - B. Mr. McCain**
    1. Impact Fees  
Mr. Sanders reported on his attendance at a County meeting regarding the potential suspension of all Impact Fees. He reported that the outcome was not to pursue the suspension of Impact Fees.
  - C. Chairman Johnson**
    1. Dedication Plaques on School Buildings  
Chairman Johnson asked the Board if they desired to include language in policy to ensure clear direction for dedication plaques. A draft was handed out to the Board. Direction was to move forward to include the language under the naming of schools.
    2. Ethics Training Legislation  
Mrs. D'Agresta stated that all School Board Members and Superintendent of Schools were included in the required training, as public, constitutional officers. Options for training would probably be available through various organizations; such as, Florida School Board Association.
    3. School Health Advisory Council (SHAC)  
Chairman Johnson talked about the letter she sent to acknowledge the receipt of the letter from SHAC. There was discussion on the misinterpretation.
  - D. Ms. Jiménez**
    1. Case Management on Student Probation Report for 2012-2013  
Ms. Jiménez asked if the Board was interested in having last year's report and this year's report added to the list of Board Reports. After discussing the reports, all agreed to include this topic with the Student Services Workshop in the fall.

2. Update on Policy 6.141  
Dr. Adams presented a proposed revision to Board policy 6.141 Student Eligibility for Participation in Interscholastic, Extracurricular Student Activities including those sanctioned or regulated by Florida High School Athletics Association. After discussion, the Board agreed to move forward with the policy as proposed by the Superintendent. There was a discussion on available alternatives to expulsions and suspensions, with exception of those mandated by the law. They also discussed changes to the Student Code of Conduct that included a matrix for student offenses.
  3. Safety Audit  
It was noted that for security purposes, the Board could not discuss the measures being taken on school campuses.
  4. Time for Teachers  
Board Members talked about why they could not discuss this issue due to current, confidential teacher contract negotiations. (Teacher time was negotiated by contract.)
- E. Mr. Pegler**
1. Common Core  
Mr. Pegler said that he would be interested in having a District position statement on Common Core for consistency in addressing the community's questions. Mrs. D'Agresta explained that Common Core was not something that the District could opt out of. She said that it was a standard set by the State of Florida and the conversation needed to be with the Florida Department of Education Office. It was the law. Dr. Adams talked about PARCC (Partnership for Assessment of Readiness for College and Careers) and the need to concentrate on preparing students.
- III. Board Committee Reports – Chairman Johnson  
Mr. McCain talked about the Planning and Zoning meetings he attended.  
Mrs. Disney-Brombach mentioned the D.A.R.E. events.  
Chairman Johnson reported on the Indian River County Planning and Zoning meetings and TAV projections.
- IV. Items Placed on Agenda by Superintendent – Dr. Adams  
Dr. Adams ~~handed out a~~ talked about the proposed job description for the Assistant Superintendent of Technology and Assessment and for the Director of Technology Services. Her goal was to put both on the June 25 business meeting for approval. There was a discussion regarding the removal of the current position from Consent A. Personnel Recommendations that would, consequentially, be eliminated upon approval of the Organization Chart.

- V. ADJOURNMENT – Chairman Johnson  
Starting with the first business meeting in July, the Chairman Johnson asked the Board if they had any suggestions for changes to the format for the Board Agenda; such as, the location of citizen input. After discussing the subject, the Board agreed to break between presentations and citizen input, and to add Board Attorney Report to the end of the Agenda.

With no further discussion, the session adjourned at approximately 3:01 p.m.

The Indian River County District School Board met on Tuesday, June 11, 2013, at 6:00 p.m. The business meeting was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Carol Johnson, Vice Chairman Claudia Jiménez, and Board Members: Jeff Pegler, Matthew McCain, and Karen Disney-Brombach. Dr. Frances J. Adams, Superintendent of Schools, and School Board Attorney Suzanne D'Agresta were also present.

### **Business Meeting**

- I. Meeting was called to order by Chairman Johnson.
- II. Invocation was given by Chairman Johnson
- III. Pledge of Allegiance to the Flag was led by Board Member, Mr. Pegler.
- IV. **ADOPTION OF AGENDA – Chairman Johnson**  
Chairman Johnson called for a motion to adopt the Orders of the Day that would include the changes to Consent E and moving Consent B to follow Action item J. Mrs. Disney-Brombach moved approval. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.
- V. **PRESENTATIONS**  
No presentations
- VI. **CITIZEN INPUT – Chairman Johnson**  
Richard De La Cruz requested to speak on termination.  
Beth Weatherstone requested to speak on organizational chart.  
Elena Marine requested to speak on common core.  
Reneé Mathis Boesch requested to speak on common core.  
Denyse Armstead requested to speak on common core.  
Rosemarie Wilson requested to speak on common core.  
Patti Sullivan requested to speak on common core.
- VII. **CONSENT AGENDA**  
Mr. Pegler moved approval of the Consent Agenda, including the amendments to Consent E and moving Consent B to follow Action J. Mrs. Disney-Brombach seconded the motion and it carried unanimously, with a 5-0 vote.  
**A. Approval of Minutes – Dr. Adams**
  1. Food Services Workshop held 5/28/2013
  2. Business Meeting held 5/28/2013Superintendent recommended approval.

**B. Approval of Personnel Recommendations – Ms. Roberts**

Item was moved to follow Action J.

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

This request was 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 April

Superintendent recommended 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 would be used for student needs approved by the Principal. Superintendent recommended approval.

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

The Superintendent recommended approval to write-off, as uncollectible, checks received by schools that were dishonored by the maker's bank and returned as unpaid. The total dollar amount was \$848.00. Attached was a list of checks that remained uncollected for the calendar year that ended on December 31, 2012. To date, all attempts to recover the money, both by staff members and the District's check recovery program, were unsuccessful. Superintendent recommended approval.

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

The Extended Day Program 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 collaborated with the elementary schools to offer such care. The Fee Schedule was attached. Superintendent recommended approval.

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

This was 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 was 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 provided financial assistance for families whose children attended the Extended Day Program. This contract was effective from July 1, 2013, through June 30, 2014. Superintendent recommended 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 were \$2.80 per hour (standard fee rate) for career programs for Florida residents that included 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 recommended approval.

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

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

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

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

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

Since 2004, Performance Matters 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 was the license renewal for both products, covering the period beginning on 7/01/2013 and ended on 6/30/2014. This was the final year of the current three-year, pricing agreement signed in 2011. The cost impact was \$60,000. Superintendent recommended approval.

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

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



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

Blackboard Connect provided 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 was used by all schools and facilities and was capable of contacting the households of all District students and staff members simultaneously within minutes. Also attached was the original contract signed in 2009. This renewal was for the period of 07/01/2013 to 06/30/2014. The cost impact was \$38,184. Superintendent recommended approval.

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

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

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

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

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

The Microsoft School License Agreement provided 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 provided the District with a greatly reduced cost over purchasing each software title individually. Attached was the license renewal covering the period beginning on 7/01/2013 and ending on 6/30/2014. This was the final year of the attached three-year contract signed in 2011. The cost impact was \$187,008.84. Superintendent recommended approval.

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

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

Mr. Pegler moved approval of Resolution 2013-08 accepting the Apportionment Plan of the Indian River County Metropolitan Planning Organization (MPO). Ms. Jiménez seconded the motion. Chairman Johnson

called for a roll call vote as follows:

Mr. McCain	Yes
Mrs. Disney-Brombach	Yes
Mr. Pegler	Yes
Ms. Jimenez	Yes
Chairman Johnson	Yes

The vote was unanimous in favor of the motion.

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

This renewal was 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 were: Indian River County, Martin County, Okeechobee County, and St. Lucie County. The cost for Indian River was \$6,792.50. A copy of the cover letter and invoice was attached. Superintendent recommended approval.

Mrs. Disney-Brombach moved approval of the 2013-2014 Schoolhouse Consulting Group, Inc., contract. Mr. Pegler seconded the motion and it carried unanimously, with a 5-0 vote.

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

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

Mr. Pegler moved approval of the 2013-2014 Florida School Board Association Membership Renewal. Ms. Jimenez seconded the motion and it carried unanimously, with a 5-0 vote.

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

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

Mrs. Disney-Brombach moved approval of the 2013-2014 Salary Schedules, Pay Date Schedules, and Personnel Work Calendars. Mr. McCain seconded the motion and it carried unanimously, with a 5-0 vote.

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

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

Mr. McCain moved approval to terminate support staff employee, Richard De La Cruz. Mr. Pegler seconded the motion and it carried unanimously, with a 5-0 vote.

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

This request was from Section 205 of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296) that required Districts participating in the National School Lunch Program to ensure that Districts were providing the same level of financial support for lunches served to students who were not eligible for free or reduced price lunches, as they were for lunches served to students eligible for free lunches. Districts were 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 would match the high school price and the menu would mirror the high school menu in 2013-14. Superintendent recommended approval.

Mr. McCain moved approval of the increase in middle school lunch prices for 2013-14. Mr. Pegler seconded the motion and it carried unanimously, with a 5-0 vote.

**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 was 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 would 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 would 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) would be established for the project. The final GMP and negotiated fees would then be submitted for Board Approval. Superintendent recommended approval.

Mrs. Disney-Brombach moved approval of the Construction Management at Risk Contract with Mid-State Mechanical Contractors for the Vero Beach High School Thermal Energy Storage System Project, 2013-18. Mr. McCain seconded the motion and it carried unanimously, with a 5-0 vote.

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

This was 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 included a new driveway with a culvert onto 5<sup>th</sup> Street, SW, a vehicle stacking lane approximately 700', miscellaneous grading work, and a revitalization of an existing wetland area with a new boardwalk. Award was recommended to Sunshine Land Design, Inc., as the best responsive and responsible proposer meeting specifications, terms, and conditions. The contract would be presented at a later date. Superintendent recommended approval.

Mrs. Disney-Brombach moved approval to award Sunshine Land Design, Inc., for traffic and wetland improvements at Oslo Middle School, 2013-19. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

**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 had been issued by the District. EPSC's was 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 was to enter into negotiations with the top two companies, Florida Power & Light and BGA Inc., A Con-Edison Solutions Company, to obtain Master Agreements that would be presented to the Board for approval at a later date. Superintendent recommended approval.

Mr. Pegler moved 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. Ms. Jimenez seconded the motion and it carried unanimously, with a 5-0 vote.

**J. Approval of 2013-2014 Organization Chart - Dr. Adams**

The 2013-2014 Organizational Chart was attached. The Chart reflected the elimination of Executive Director of Instructional and Information Technology that would be replaced with Assistant Superintendent for Technology and Assessment. The Chart also added a Director of Technology Services. The cost impact was \$125,124.47. Superintendent recommended approval.

Dr. Adams reviewed the proposed Organization Chart. Mrs. Disney-Brombach moved approval of the 2013-2014 Organization Chart. Mr. McCain seconded the motion and it carried unanimously, with a 5-0 vote.

**Consent Item moved to follow the Action Agenda:**

**B. Approval of Personnel Recommendations – Ms. Roberts**

Attached was a list of personnel recommendations that included personnel additions, terminations, and/or changes. Also included were employee reappointments. Superintendent recommended approval.

Dr. Adams stated that she removed the reappointment position for the Executive Director of Instruction and Information Technology because it was eliminated from the Organization Chart approved under Action J. She also requested to delete the first name listed on number 11. Support Staff Separations. Mr. Pegler moved approval of the Personnel Recommendations

as amended. Mrs. Disney-Brombach seconded the motion and it carried unanimously, with a 5-0 vote.

IX. SUPERINTENDENT'S REPORT

Dr. Adams announced that this was Mrs. D'Albora's last business meeting before retiring. She thanked her for everything she did for the School District. Chairman Johnson echoed her sentiments.

X. DISCUSSION

No discussion items.

XI. SCHOOL BOARD MEMBER MATTERS – Chairman Johnson

Mrs. Disney-Brombach congratulated all teachers, graduates, and students moving up a grade. She also said that it was great that the District was getting out of the hole, financially; and that there were changes in leadership to move the District into the future.

Ms. Jiménez thanked the teachers and all support staff for a great school year. She mentioned that there was extra work this year for teachers and staff with the new teacher evaluation system. Ms. Jiménez talked about the summer food program that would help families. She also talked about the Common Core issue.

Chairman Johnson thanked Mr. Morrison for the information given at the 2013-2014 Budget Workshop. She congratulated both high school Principals for their graduation events. Chairman Johnson said that she walked the new Beachland parking access. She was glad that this would be completed before the new school year.

Mrs. D'Albora said that she was special privilege to have had the opportunity to work for the School District.

XII. INFORMATION AGENDA

No items

XIII. SUPERINTENDENT'S CLOSING

Dr. Adams thanked Mr. Sanders and Mr. Morrison were an example of visionary planning. She recognized Bobby Miller and her students who received awards at the 13<sup>th</sup> Annual Indian River State College Media Showcase. Dr. Adams thanked the Board for their support. She said that it had been a hard year. Dr. Adams has not had the opportunity to spend more time at the schools. My commitment was to put strong leaders in place so she could spend more time at the schools and facilities.

XIV. ADJOURNMENT – Chairman Johnson

With no further business, the meeting adjourned at approximately 7:19 p.m.



CONSENT AGENDA 6/25/13

**Personnel Recommendations**

1. Instructional Changes  
**Akiens, Tarrence – Highlands, Title I Teacher, from renew to non-renew, sunset position 6/7/13**  
Ange, Sara – Gifford Middle, from 1.0 Guidance Counselor to .6 Guidance Counselor, effective 2013-2014 school year
2. Instructional Leaves  
**Probst, Ellen – Osceola Magnet, 9/9/13-9/23/13**  
Swartz, Kimberly – Liberty Magnet, 10/7/13-12/19/13
3. Instructional Promotions
4. Instructional Transfers  
Burlison, Megan – from Oslo Middle 1.0 Guidance Counselor to .4 Gifford Middle Guidance Counselor, effective 2013-2014 school year  
Curry, Gary – from VBHS ESE VE Teacher to Oslo Middle Math Teacher 8/14/13  
Curry, Nancy – from VBHS Reading Teacher to Oslo Middle Reading Teacher 8/14/13  
Gamez, Viviana – from Fellsmere 3<sup>rd</sup> Grade Teacher to Liberty Magnet Kindergarten Teacher 8/14/13  
Green, Julie – from Liberty Magnet 2<sup>nd</sup> Grade Teacher to District Title I Resource Teacher 8/14/13  
Hollander, Erin – from Fellsmere 1<sup>st</sup> Grade Teacher to Citrus Kindergarten Teacher 8/14/13  
**Lyons, Bridget – from Glendale 2<sup>nd</sup> Grade Teacher to Highlands Art Teacher 8/14/13**  
Marr, Rebecca – from Fellsmere Learning Resource Teacher to Citrus Title 1 Math Resource Teacher 8/14/13  
McMahon, Sandra – from Gifford Middle Math Teacher to SRHS Math Teacher 8/14/13  
**Miedona, Shelly – from Dodgertown Learning Resource Teacher to Curriculum and Instruction Title 1 Resource Teacher 8/14/13**  
Murphy, Julie – from Dodgertown Kindergarten Teacher to Highlands Kindergarten Teacher 8/14/13  
**Sadlers, Krista – from Liberty Magnet Kindergarten Teacher to Curriculum and Instruction Title 1 Resource Teacher 8/14/13**  
**Shaw, Patricia – from Curriculum and Instruction Elementary Reading and Content Integration Specialist to Fellsmere Reading Coach 8/14/13**  
**Van Brimmer, Sarah – from SRMS Language Arts Teacher to Liberty Magnet 5<sup>th</sup> Grade Teacher 8/14/13**

- Washington, Charles – from SRHS ESE VE Teacher to VBHS ESE VE Teacher 8/14/13**
- Widick, Karah – from SRMS Math Teacher to SRHS Math Teacher 8/14/13
5. Instructional Separations  
**Strazzulla, Jennifer – Sebastian Elementary, resignation 6/7/13**  
 Swartz, Darleen – Beachland, retirement 6/7/13, pending FRS attestation
6. Instructional Employment  
**Bartolucci, Katherine Alison – Citrus, 3rd Grade Teacher 8/14/123**  
**Hickman, Sherry – Storm Grove Middle, Long Term Substitute Science Teacher 8/14/13**  
**Ross, Lugene – Storm Grove Middle, Math Teacher 8/14/13**  
**Wadsworth, George – VBHS, Assistant Boys Lacrosse Coach, supplement only 6/25/13**
7. Support Staff Changes  
**Donar, Diane – Student Services, from .8 to .6 School Psychologist 8/14/13**  
**Kramek, Mary – Student Services, from 1.0 to .6 School Psychologist 8/14/13**  
 Simonton, David – from Test Kitchen/Catering Manager CT03 to Oslo Middle Food Service Manager CT02 8/12/13
8. Support Staff Leaves  
 Magnelli, Maureen – Transportation, 5/20/13-6/6/13  
**Saldana, Nancy – Food Service, 6/17/13-6/30/13**  
 Sayles, Nicole – Fellsmere, 5/28/13-6/20/13  
 Weisberg, Maureen – SRHS, 5/27/13-6/11/13
9. Support Staff Promotions  
 Douglas, Cynthia – from Pelican Island Health Assistant I to SRHS Health Assistant II 8/14/13  
**Johns, Lacey – from Citrus Food Service Cook to Citrus Food Service Manager 8/12/13**
10. Support Staff Transfers  
 Groody, Sandra – from VBHS Health Assistant II to VBE Health Assistant II 8/14/13  
 Luczak, Laura – from SRHS ESE Teacher Assistant to SRMS ESE Teacher Assistant 8/20/13  
**McDonald, Robert – from SRHS ESOL Teacher Assistant to SRMS ESOL Teacher Assistant 8/20/13**  
 Usher, Judy - from SRHS Health Assistant II to Pelican Island Health Assistant II 8/14/13  
 Viladrosa, Claudia – from VBE Health Assistant I to Oslo Middle Health Assistant I 8/14/13
11. Support Staff Separations  
 English, Leti – I.S., resignation 6/25/13



12. **Fair, Tyler – Maintenance, resignation 6/25/13**  
Support Staff Employment  
**Campbell, Robert – Sebastian Elementary, Custodian 7/8/13**  
 Dobson, Elaine – Sebastian Elementary, Health Assistant I 8/14/13  
**Guerrero, Paul – Beachland, Custodian 6/26/13**  
**Keogh, Mary – Substitute Teacher Assistant 8/20/13**  
**Sciara, Kishea – Substitute Health Assistant I 6/26/13**  
**Tellis, Lashebra – Substitute Food Service Worker 6/26/13**
13. Administrative Separations  
**Jones, Todd – SRMS, resignation 6/21/13**
14. Administrative Promotion  
 Peyton, Todd – from Beachland 3<sup>rd</sup> Grade Teacher to Dodgertown Assistant Principal 7/25/13

15. The following employees are recommended for the 2013 Summer School Programs:

Middle School Course Recovery

SRMS

Health Assistant	Jackie Farina
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Gifford Middle

Health Assistant	Lisa Shiramizu
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ESE Extended School Year

SRHS

Teacher	<b>Latisha Lateshia Henry</b>
Teacher Assistant	Laura Luczak

VBE

Teacher	<b>Timothy Williams</b>
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Summer School Extended Day Program Changes

Brooke Besancon – from Liberty Magnet to VBE Student Worker

**Cameron Dawson – VBE, from Student Worker to Extended Day Worker**

**Kyle Gorr – Liberty Magnet, from Student Worker to Extended Day Worker**

**Jordan Kutner – VBE, from Student Worker to Extended Day Worker**

16. It is recommended that the attached list of Support Staff 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.

17. Approval is recommended for the new job description for Director of Technology Services.
18. Approval is recommended for the new job description for Assistant Superintendent of Technology and Assessment.
19. Approval is recommended for a revised job description for Systems Administrator.
20. Approval is recommended for revised job descriptions for the Director of Assessment and Accountability. Due to the changes in the 2013-2014 Administrative Organizational Chart, this position has changes in the position to which it reports.
21. Approval is recommended for revised job descriptions for the Site and Grounds Coordinator. Due to the changes in the 2013-2014 Administrative Organizational Chart, this position has changes in the position to which it reports.
22. Approval is recommended for revised job descriptions for the Coordinator, Electrical - HVAC. Due to the changes in the 2013-2014 Administrative Organizational Chart, this position has changes in the position to which it reports.
23. Approval is recommended for the revised job description of Director for Maintenance. Due to a change in the 2013-2014 Administrative Organizational Chart, the title of this job has been changed to Director of Physical Plant.
24. Approval is recommended for the revised job description of School Based Reading Strategies Teacher. The title has been changed to Reading Coach.
25. **Approval is recommended for the new job description for Assistant Bookkeeper.**
26. **The following employees are recommended approval for:**  

<b><u>Algebra 1 Boot Camp</u></b>	
<b>Teachers</b>	<b>Elizabeth Weatherstone</b>
	<b>Lisa Rieck</b>
	<b>Kimberly Corby</b>
	<b>Jerry Gollither</b>
<b>Substitutes</b>	<b>Steve Lutman</b>
	<b>Timothy Williams</b>

The following Professional Support 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: AC = Annual Contract and CE = Continuous Employment.

Facility	Last Name	First Name	Contract Type	Job Title Description	Recommendation
31	GALLAGHER	RITA	AC2	SENIOR SECRETARY I	AC3
31	JOHNSON	MIA	AC1	TEACHER ASSISTANT EXCEPTIONAL	Non Renew Sunset
31	MARX	RUSSELL	AC1	HEAD CUSTODIAN II	AC2
31	MELENDEZ	JOHN	AC1	CUSTODIAN - REGULAR	AC3
31	SMITH	HENRY	AC2	CUSTODIAN - REGULAR	AC2
41	DAWSON	RHONDA	AC	STUDENT MONITOR	AC
41	VALENTINO	PRISCILLA	AC	STUDENT MONITOR	AC
51	ADRIANCE	JACQUELYN	AC	STUDENT MONITOR	AC3
51	ALLEN	ALFRIDA	AC1	CUSTODIAN - REGULAR	AC2
51	CALDWELL	WILLIAM	AC3	CUSTODIAN - REGULAR	CE
51	WALKER	BEATRICE	AC	STUDENT MONITOR	AC
61	AVILA	JULIO	AC1	CUSTODIAN - REGULAR	AC2
61	BATH	ELAINE	AC	STUDENT MONITOR	AC
61	CHAPLES	KIMBERLY	AC1	HEALTH ASSISTANT 1	AC
61	COOKE	JOHN	AC	STUDENT MONITOR	AC2
81	DELISA	CHERI	AC1	SENIOR SECRETARY I	AC2
81	GAFFNEY	DEBORAH	AC	BOOKKEEPER MIDDLE SCHOOL	AC3
81	MILLIEN	JOSIANNE	AC2	CUSTODIAN - REGULAR	AC3
81	SHELLY	WILLIE	AC1	CUSTODIAN - REGULAR	AC2
81	WILLIAMS	DESMOND	AC1	CUSTODIAN - REGULAR	AC2
101	CLARK	TABATHA	AC3	HEALTH ASSISTANT 1	AC2
101	HERRERA	GONZALO	AC2	CUSTODIAN - REGULAR	AC
101	NIEVES	JULIO	AC1	CUSTODIAN - REGULAR	AC2
101	TRAYNOR	SIRI	AC	STUDENT MONITOR	AC3
121	BROWN	KENNETH	AC1	TEACHER ASSISTANT EXCEPTIONAL	AC2
121	CAMPBELL	TINA	AC	STUDENT MONITOR	AC2
121	COLLETTI	CHRISTINE	AC	STUDENT MONITOR	CE
121	COPELAND	JAMES	AC1	SCHOOL COMPTR LAB ASSISTANT	Non Renew
131	PETRIE	DAWN	AC1	TEACHER ASSISTANT EXCEPTIONAL	Non Renew Sunset

141	MCFALL	WILLIAM	AC2	TEACHER ASSISTANT EXCEPTIONAL	AC2
141	MCLAUGHLIN	JASON	AC2	TEACHER ASSISTANT EXCEPTIONAL	AC2
141	SWALLOW	RACHEL	AC2	TEACHER ASSISTANT EXCEPTIONAL	AC2
141	VEGA	JANNETTE	AC	STUDENT MONITOR	AC
151	JENKINS	TARSHA	AC	SECRETARY I	AC3
151	MCGRIFF	RODNEY	AC2	CUSTODIAN - REGULAR	AC3
161	BROWN	JULIENCIA	AC	STUDENT MONITOR	AC3
161	KELLEY	DONNA	AC	STUDENT MONITOR	AC
161	PRICE	MICHELE	AC1	CUSTODIAN - REGULAR	AC3
171	FARINA	JACQUELYN	AC3	HEALTH ASSISTANT 2	AC2
171	SKIDMORE	KEVIN	AC2	CUSTODIAN - REGULAR	AC
191	BIVINS	STACEY	AC	STUDENT MONITOR	AC3
191	MURANO	BRIAN	AC1	CUSTODIAN - REGULAR	CE
191	PIRRUNG	KATHLEEN	AC1	HEALTH ASSISTANT 1	Non Renew
191	SCOTT	CATHERINE	AC	STUDENT MONITOR	AC
201	FEAGLE	TINA	AC	STUDENT MONITOR	AC2
201	PLEIE	MARLEEN	AC	STUDENT MONITOR	AC2
201	STANSBERRY	MARIANNE	AC3	CUSTODIAN - REGULAR	CE
201	WALTRIP	DANIEL	AC1	SCHOOL COMPTR LAB ASSISTANT	AC2
221	BAYRON	JENNIFER	AC	STUDENT MONITOR	AC
221	BIONDI	LASHANN	AC1	MEDIA CENTER ASSISTANT, ELEMEN	AC2
221	HAMPTON	TARA	AC1	TEACHER ASSISTANT EXCEPTIONAL	AC2
221	WILLIAMS	BARBARA	AC	STUDENT MONITOR	AC
271	DARRISAW	DANIEL	AC1	TEACHER ASSISTANT	AC2
271	MORTIMER	LACRESHA	AC2	CUSTODIAN - REGULAR	AC2
<b>271</b>	<b>PAUL</b>	<b>CLERMONT</b>	<b>AC2</b>	<b>CUSTODIAN - REGULAR</b>	<b>AC3 Non Renew</b>
291	COHEN	MONICA	AC1	TEACHER ASSISTANT EXCEPTIONAL	AC2
171	LUCZAK	LAURA	AC1	TEACHER ASSISTANT EXCEPTIONAL	AC2
291	PRUDENTI	ANTHONY	AC1	TEACHER ASSISTANT EXCEPTIONAL	AC2
291	SEESE	JEFFREY	AC1	CUSTODIAN - REGULAR	AC2
301	DORFF	MELISSA	AC	STUDENT MONITOR	AC
301	JOHNSON	JOY	AC	STUDENT MONITOR	AC
301	RICHEY	MICHELE	AC1	TEACHER ASSISTANT EXCEPTIONAL	AC2
301	WEBSTER	JENA	AC1	TEACHER ASSISTANT EXCEPTIONAL	AC2
341	HARDEN	WILLIE	AC3	CUSTODIAN - REGULAR	CE

341	JONES	MAMIE	AC	STUDENT MONITOR	AC
341	KORYTKOWSKI	MARITZA	AC1	TEACHER ASSISTANT - ESOL ELEME	AC2
341	LUNA	CLAUDIA	AC1	SCHOOL COMPTR LAB ASSISTANT	AC2
341	RODE	JANET	AC	STUDENT MONITOR	AC
371	CLARK	JUDY	AC1	SENIOR SECRETARY I GUIDANCE	AC2
371	DOZER	BETH ANN	AC3	HEALTH ASSISTANT 2	CE
371	GIORDANO	PATRICIA	AC1	ESE SELF-CARE AIDE	AC2
371	GIPSON	WANDA	AC2	ESE SELF-CARE AIDE	AC3
371	HENRY	EDDIE	AC2	CUSTODIAN - REGULAR	AC3
4000	SALDANA	NANCY	AC1	ACCOUNTS PAYABLE CLERK FOOD SE	AC2
4000	SIMONTON	TRACI	AC1	FOOD SERVICE APPLICATION CLERK	AC2
9006	ALDERSON	JAMES	AC1	GROUNDKEEPER	AC2
9006	CHISHOLM	BRYAN	AC3	WELDER	CE
9006	FAIR	TYLER	AC1	CARPET CREW	AC2
9006	RHODEWALT	STEPHEN	AC3	AIR CONDITIONING/REFRIG MECHAN	CE
9006	RUBLE	JOEL	AC1	GROUNDKEEPER	AC2
9006	VOLO	CHRISTOPHER	AC1	AIR CONDITIONING/REFRIG MECHAN	AC2
9006	WOOD	ROBERT	AC1	PLUMBER	AC2
9008	ARGUELLO	RUDDY	AC2	BUS DRIVER	AC3
9008	ARGUELLO	ALICIA	AC3	BUS DRIVER	CE
9008	BARLATIER	FILBERT	AC1	BUS DRIVER	AC2
9008	BRYANT	CATINA	AC3	BUS DRIVER	CE
9008	CHASTEEN	KATHLEEN	AC3	BUS DRIVER	CE
9008	DEVANE	EVERETT	AC1	MECHANIC	AC2
9008	DIXON	LATRICIA	AC2	BUS DRIVER	AC3
9008	DIXON	LATARA	AC1	BUS ASSISTANT	AC2
9008	DOANE	JEAN	AC1	BUS ASSISTANT	AC2
9008	DRISDOM	KAYLA	AC2	BUS ASSISTANT	AC2
9008	LEWIS	HOWARD	AC2	DISPATCHER, TRANSPORTATION	AC3
9008	MELEIKA	MARK	AC1	MECHANIC	AC2
9008	O'NEAL	LAURA	AC2	BUS DRIVER	AC3
9008	RICHARDS	CARROL	AC2	BUS DRIVER	AC3
9008	ROSENBAUM	BARBARA	AC1	BUS ASSISTANT	AC2
9008	SEYMOUR	CHIEON	AC1	BUS ASSISTANT	AC2
9008	TAYLOR	LINDA	AC1	BUS DRIVER	AC2

9008	WATTERS	DAVID	AC1	BUS DRIVER	AC2
9008	WHEELER	GLADYS	AC1	BUS DRIVER	AC2
9008	WRAY	LORRAINE	AC2	BUS DRIVER	AC3
9400	HELLER	DEBORAH	AC1	SWITCHBOARD OPERATOR/RECEPTION	AC2
9552	MONTALVO	MELISSA	AC1	SECRETARY II ATTENDANCE	AC2

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY**  
**ASSISTANT SUPERINTENDENT OF TECHNOLOGY AND ASSESSMENT**  
**JOB DESCRIPTION**

**QUALIFICATIONS:**

- (1) Master's degree in Computer Science, Information Technology, Business Administration, Educational Administration, or a related field from an accredited educational institution.  
or  
Bachelor's degree in Computer Science, Information Technology, Business Administration, Educational Administration, or related field from an accredited educational institution and seven (7) years successful experience in the field of technology, data processing, or business management.
- (2) Five (5) year experience in business administration, educational administration, or management information systems.
- (3) Successful supervisory experience.
- (4) Satisfactory criminal background check and drug screening.

**KNOWLEDGE, SKILLS AND ABILITIES:**

Knowledge of current instructional and operational technology applications and the ability to maintain proficiency and adapt to new technologies. Ability to communicate highly technical and constantly changing subject matter in non-technical terminology. Ability to collect, organize, analyze, interpret, and evaluate data from a variety of sources, including student assessment data. Knowledge of School Board policies, procedures and regulations as they relate to information technology, computer operations, assessment, and accountability. Ability to read, interpret and implement State Board of Education rules, School Board policies, and appropriate state and federal statutes. Knowledge of the principles of organization and management, including the ability to organize and direct department programs. Ability to communicate and express facts and ideas clearly and concisely orally and in writing. Ability to accept responsibility and make competent decisions on matters affecting the entire department. Ability to plan and present information to the public. Ability to establish and maintain effective working relationship with students, staff and the school community. Ability to plan, establish priorities, use time effectively, and make decisions based on relevant information. Ability to organize and implement program objectives, accept and delegate responsibility while recognizing the need for teamwork. Effectively manage multiple tasks and demonstrate effective time management skills to meet deadlines. Ability to exercise good judgment and make decisions in accordance with board policies and established administrative operating procedures.

**REPORTS TO:**

Superintendent

**JOB GOAL**

To provide administrative leadership for the planning, development, implementation, and evaluation of district-wide technology, assessment, and accountability systems for the purposes of increased student achievement, productivity, reporting, decision support, and educational accountability.

**SUPERVISES:**

Assigned Personnel

**PERFORMANCE RESPONSIBILITIES:**

**Service Delivery**

- \*(1) Oversee all district technology systems including wide area and local area networks, related hardware, software, system enhancements, and upgrades.
- \*(2) Oversee the planning, implementation, and evaluation of instructional technology.
- \*(3) Oversee the planning, implementation, and coordination of the District's student assessment and accountability program.
- \*(4) Oversee web and digital media services.
- \*(5) Provide strategic direction in the areas of policy, planning, and standards for information technology, assessment, and accountability related functions.
- \*(6) Manage operating and capital budgets through standards and policies to ensure efficient operations and the lowest total cost of ownership.
- \*(7) Assign, supervise, and monitor the work of assigned support personnel.
- \*(8) Foster effective relationships with business, community, private and public education leaders.
- \*(9) Develop and maintain procedures to ensure instructional, informational, and technical system security.
- \*(10) Organize and provide leadership to committees and ad hoc groups relating to the implementation of technology systems and assessment programs.
- \*(11) Advise the Superintendent, School Board, administrators, and other instructional and support staff regarding issues related to the use of technology, including procurement, installation, contract management, and appropriate use.
- \*(12) Oversee procedures to ensure the protection of enterprise technology assets and the integrity, security, and privacy of information.
- \*(13) Oversee a district-wide technology management recovery plan to ensure timely and effective restoration of technology services in the event of disaster.
- \*(14) Compile and interpret data regarding the District's assessment program to all stakeholders.
- \*(15) Ensure compliance with new state and federal mandates in the areas of technology, assessment, and accountability.
- \*(16) Increase district use of student data to analyze, develop and report plans to improve student academic performance.

**Inter/Intra-Agency Communication and Delivery**

Board Approved: ???/2013



## ASSISSTANT SUPERINTENDENT OF TECHNOLOGY AND ASSESSMENT (Continued)

- \*(17) Consult with and work cooperatively with departments and schools in the areas of Information Services, Network and Computer Services, Instructional Technology, Assessment and Accountability.
- \*(18) Assist departments and schools in developing plans to meet their individual technology needs.
- \*(19) Work cooperatively on issues that affect Information Services, Network and Computer Services, Instructional Technology, Assessment and Accountability.
- \*(20) Serve as the primary representative of the information technology department to schools, administrators, the superintendent, the school board, outside agencies, businesses and the community to enhance the understanding of district initiatives and priorities and to elicit support and assistance.
- \*(21) Keep the superintendent informed of potential problems or unusual events.
- \*(22) Serve on district, state or community councils or committees as assigned or appropriate. Serve as liaison with the Florida Department of Education for assigned areas of responsibility.
- \*(23) Provide oversight and direction for cooperative planning with other agencies.
- \*(24) Assist in the interpretation of programs, philosophy and policies of the district to staff and the community.
- \*(25) Work closely with district and school staff to support school improvement initiatives and processes.

### Professional Growth and Improvement

- \*(26) Maintain a network of peer contacts through professional organizations.
- \*(27) Keep informed and disseminate information about current research, trends and best practices in area of responsibility.
- \*(28) Maintain expertise in assigned areas to fulfill project goals and objectives.
- \*(29) Facilitate the development, implementation and evaluation of staff development activities in assigned areas.
- \*(30) Attend training sessions, conferences and workshops as assigned to keep abreast of current practices, programs and legal issues.

### Systemic Functions

- \*(31) Represent the district in a positive and professional manner.
- \*(32) Participate in Board meetings, workshops, and presentations.
- \*(33) Prepare agenda items for School Board meetings.
- \*(34) Develop and monitor the department budget and assist in developing the district budget and monitor implementation as required.
- \*(35) Oversee the automated Full Time Equivalency (FTE)/pupil accounting functions.
- \*(36) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions.
- \*(37) Assist subordinates in resolving problems and achieving goals.
- \*(38) Coordinate departmental recruiting and personnel acquisition.
- \*(39) Prepare or oversee the preparation of all required reports and maintain all appropriate records.

### Leadership and Strategic Orientation

- \*(40) Recommend to the Superintendent new uses for computer technology and equipment or abandonment of unprofitable uses.
- \*(41) Assist the Superintendent in organizational analysis and development.

Board Approved: ???/2013

**ASSISSTANT SUPERINTENDENT OF TECHNOLOGY AND ASSESSMENT (Continued)**

- \*(42) Serve on the Superintendent's Leadership Team
- \*(43) Provide leadership for developing and implementing technology initiatives that improve the effectiveness of instruction and business operations, service quality, and security of technology resources.
- \*(44) Provide leadership and guidance in the development of annual goals and objectives consistent with and in support of district goals and objectives.
- \*(45) Assist in implementing the district's goals and strategic commitment.
- \*(46) Exercise proactive leadership in promoting the vision and mission of the district.
- \*(47) Set high standards and expectations and promote professional growth for self and others.
- \*(48) Utilize appropriate strategies and problem-solving tools to make decisions regarding planning, utilization of funds, delivery of services, and evaluation of services provided.
- \*(49) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
- \*(50) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.
- \*(51) Perform other tasks consistent with the goals and objectives of this position.

\*Essential Performance Responsibilities

**PHYSICAL REQUIREMENTS:**

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

Job Description Supplement11

**TERMS OF EMPLOYMENT:**

AdminstrativePay Grade ADM I

250days 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.

Board Approved: ???/2013

# SCHOOL DISTRICT OF INDIAN RIVER COUNTY

## DIRECTOR OF TECHNOLOGY SERVICES

### JOB DESCRIPTION

#### QUALIFICATIONS:

- (1) Bachelor's degree in Computer Science, Information Technology, Business Administration, Educational Administration, or a related field from an accredited educational institution. A comparable amount of training or experience may be substituted for minimum qualifications.
- (2) Three (3) years experience in management information systems, networking, or Information Technology.
- (3) Successful supervisory experience.
- (4) Satisfactory criminal background check and drug screening.

#### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of computer related equipment, networks, telephone systems, information systems and their operational functions and limitations acquired through appropriate educational and/or technical experience in the field. Knowledge of the principles of organization and management. Knowledge of School Board policies, procedures and regulations related to departmental activities and personnel. Ability to read, interpret, and implement state, federal and local laws as they pertain to affected areas of the department. Ability to organize and direct department programs. Ability to provide leadership and to establish and maintain effective working relationships with subordinates, officials, schools, other departments and the public. Ability to communicate and express facts and ideas clearly and concisely orally and in writing. Ability to accept responsibility and make competent decisions on matters affecting the entire department.

#### REPORTS TO:

Assistant Superintendent of Technology and Assessment

#### JOB GOAL

To develop, implement, and manage computer networks and information technology systems for increased student achievement, business operations, reporting, and decision support in a fiscally responsible manner.

#### SUPERVISES:

Network Administrator  
Systems Administrator

#### PERFORMANCE RESPONSIBILITIES:

##### Service Delivery

- \*(1) Develop, monitor, plan, implement, and maintain continuously improving information systems to support instruction, student information management, as well as business operations through appropriate and cost effective information technology.

## DIRECTOR OF TECHNOLOGY SERVICES (Continued)

- \* (2) Conduct regularly scheduled meeting with the departments of Computer Services, Network Services, and Information Services to provide appropriate and timely communication throughout the life of projects.
- \* (3) Assist in the development of departmental goals and assume responsibility for implementing the appropriate technology systems to meet those goals.
- \* (4) Implement policies and procedures to ensure the protection of IT assets, data integrity, security, and privacy entrusted to or maintained by the School District.
- \* (5) Develop and maintain a district-wide technology management recovery plan to ensure timely and effective restoration of technology services.
- \* (6) Assist in budget development for all administrative computer-related activities.
- \* (7) Develop, update and maintain a manual of technology-related methods and standards.
- \* (8) Monitor the progress of major district Information Technology projects, identify potential developing problems, and participate in major problem resolution.
- \* (9) Manage the District's E-Rate process to maximize reimbursement opportunities.
- \* (10) Provides quality service to end users in needs analysis, solution recommendations, vendor selection, implementation, training, and post-installation support.
- \* (11) Serve as a support to departments regarding the use of technology.
- \* (12) Assist in developing the district's Technology Plan.
- \* (13) Manage departmental performance to assure that plans and programs are executed on time, within budget, and consistent with quality requirements.
- \* (14) Plan and manage department staffing, IT policies and standards, hardware/software selection, acquisition, development, and installation, and vendor engagements to ensure support of the district's strategic goals.
- \* (15) Monitor the progress of major district IT projects, identify potential developing problems, and participate in major problem resolution.
- \* (16) Develop and enforce procedures to ensure the protection of enterprise technology assets and the integrity, security, and privacy of information.
- \* (17) Develop and maintain a district-wide technology management recovery plan to ensure timely and effective restoration of technology services in the event of disaster.

### **Inter/Intra-Agency Communication and Delivery**

- \* (18) Consult with schools and departments in the area of information technology.
- \* (19) Assist schools and departments in developing plans to meet their technology needs.
- \* (20) Interact with outside agencies, businesses and the community to enhance the understanding of district initiatives and priorities.
- \* (21) Respond to inquiries and concerns in a timely manner.
- \* (22) Serve on district, state, or community councils or committees as assigned or appropriate.
- \* (23) Provide oversight and direction for cooperative planning with other agencies.
- \* (24) Report to the Assistant Superintendent of Technology and Assessment any potential problems or unusual events, as well as, the performance of the department, including recommendations on financial, operational, capital plans and other technology-related issues.

### **Professional Growth and Improvement**

- \* (25) Maintain a network of peer contacts through professional organizations.
- \* (26) Keep informed and disseminate information about current research, trends and best practices in area of responsibility.
- \* (27) Maintain expertise in assigned areas to fulfill project goals and objectives.
- \* (28) Facilitate the development, implementation and evaluation of staff development activities in assigned areas.

**DIRECTOR OF TECHNOLOGY SERVICES (Continued)**

- \*(29) Attend training sessions, conferences and workshops as assigned to keep abreast of current practices, programs and legal issues.

**Systemic Functions**

- \*(30) Represent the district in a positive and professional manner.
- \*(31) Assist in the development of the department budget and monitor its implementation as required.
- \*(32) Coordinate the automated Full Time Equivalency (FTE)/pupil accounting functions.
- \*(33) Supervise the district's forms and report control system.
- \*(34) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions.
- \*(35) Assist subordinates in resolving problems and achieving goals.
- \*(36) Coordinate departmental recruiting and personnel acquisition.
- \*(37) Ensure the preparation of all required reports and maintain all appropriate records.

**Leadership and Strategic Orientation**

- \*(38) Recommend to the Assistant Superintendent of Technology and Assessment new uses for computer technology and equipment or abandonment of unprofitable uses.
- \*(39) Provide leadership and direction for assigned areas of responsibility.
- \*(40) Provide leadership and guidance in the development of annual goals and objectives for assigned department.
- \*(41) Exercise proactive leadership in promoting the vision and mission of the district.
- \*(42) Set high standards and expectations and promote professional growth for self and others.
- \*(43) Utilize appropriate strategies and problem-solving tools to make decisions regarding planning, utilization of funds, delivery of services and evaluation of services provided.
- \*(44) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.
- \*(45) Perform other tasks consistent with the goals and objectives of this position.

\*Essential Performance Responsibilities

**PHYSICAL REQUIREMENTS:**

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

Job Description Supplement 07

**TERMS OF EMPLOYMENT:**

Administrative                      Pay Grade    ADMIN IV                      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.

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY**  
**SYSTEMS ADMINISTRATOR**  
**JOB DESCRIPTION**

**QUALIFICATIONS:**

- \* (1) Bachelor's degree in Computer Science, Information Systems, or related field from an accredited college or university and two (2) years of relevant experience or Associate's degree in a related field and four (4) years of relevant experience. Six (6) years relevant experience in a related field may be substituted for educational requirements.
- \* (2) Successful supervisory experience
- \* (3) Valid Florida driver's license.
- \* (4) Satisfactory criminal background check and drug screening.

**KNOWLEDGE, SKILLS AND ABILITIES:**

Working knowledge of programming languages and experience with a variety of computer systems. Knowledge of and skill in computer systems and systems integration. The ability to effectively use problem-solving skills and to identify important issues or problems in area of responsibility. Ability to provide positive leadership and supervision to subordinates. The ability to maintain proficiency and adapt to new technologies. The ability to determine priorities and work independently. Knowledge of School Board policies, procedures and regulations as they relate to computer operations and technology support.. Knowledge of pertinent federal and state statutes and laws. The skill to review information and formulate alternative solutions to problems. The ability to effectively communicate technical information verbally and in writing. The ability to establish and maintain effective working relationships with others. The ability to work under pressure with minimum supervision on several projects simultaneously.

**REPORTS TO:**

Director of Technology Services

**JOB GOAL**

To oversee the information systems, applications, and data necessary for the efficient and effective operation of the School District.

**SUPERVISES:**

Assigned Personnel

**PERFORMANCE RESPONSIBILITIES:****Service Delivery**

- (1) Assign, outline and coordinate the work of all programming staff.
- (2) Assist in administration of the departmental budget.
- (3) Oversee the management of computer operations.
- (4) Maintain security of enterprise data.
- (5) Manage quality control and all application programming activities.
- (6) Assist in the development and implementation of departmental policies and procedures.
- (7) Assist in the development, coordination, scheduling, and testing of disaster recovery plans.
- (8) Assist in departmental staffing, development, and organization.
- (9) Ensure compliance with all DOE regulatory reporting requirements.
- (10) Facilitate the evaluation and selection of hardware and software.
- (11) Consult with and advise other departments with regards to feasibility and procedures for programming needs.
- (12) Perform other incidental tasks consistent with the goals and objectives of this position.

**Employee Qualities/Responsibilities**

- (13) Meet and deal effectively with the general public, staff members, parents, administrators and other contact persons using tact and good judgment.
- (14) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- (15) Ensure adherence to good safety standards.
- (16) Maintain confidentiality regarding school/workplace matters.
- (17) Model and maintain high ethical standards.
- (18) Maintain expertise in assigned area to fulfill position goals and objectives.
- (19) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.
- (20) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions.

**Inter/Intra-Agency Communication and Delivery**

- (21) Serve as technical liaison between users, data center staff and other Regional Data Centers.
- (22) Exercise service orientation when working with others.
- (23) Keep supervisor informed of potential problems or unusual events.
- (24) Use effective, positive interpersonal communication skills.
- (25) Respond to inquiries and concerns in a timely manner.
- (26) Serve on school/district committees as required or appropriate.

**System Support**

- (27) Exhibit interpersonal skills to work as an effective team member.
- (28) Follow federal and state laws as well as School Board policies, rules and regulations.



- (29) Demonstrate support for the school district and its goals and priorities.
- (30) Demonstrate initiative in identifying potential problems or opportunities for improvement.
- (31) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- (32) Participate in cross-training activities as required.
- (33) May be required to work beyond the 40 hour week.
- (34) Perform other tasks consistent with the goals and objectives of this position.

**PHYSICAL REQUIREMENTS:**

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects.

Job Description Supplement 12

**TERMS OF EMPLOYMENT:**

Professional Technical      Pay Grade P7      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.



**SCHOOL DISTRICT OF INDIAN RIVER COUNTY**  
**DIRECTOR OF ASSESSMENT AND ACCOUNTABILITY**  
**JOB DESCRIPTION**

**QUALIFICATIONS:**

- (1) Master's degree in Education from an accredited educational institution.
- (2) Valid Florida certification in Educational Leadership, Administration and Supervision, or School Principal.
- (3) Five (5) years successful teaching or administrative experience.
- (4) Satisfactory criminal background check and drug screening.

**KNOWLEDGE, SKILLS AND ABILITIES:**

Knowledge of statutory and regulatory requirements in areas of responsibility. Knowledge of research and best practices in related areas. Knowledge of research methodologies. Knowledge of federal, state, and local assessments. Knowledge of current trends, evidence based research, and best practices related to assessment, data analysis, and school accountability requirements. Ability to communicate orally and in writing with adults and students. Ability to effectively assess levels of student achievement, analyze test results and prescribe actions for improvement. Ability to plan, establish priorities, implement and conduct staff development activities for maximum effectiveness in response to differentiated student and teacher needs.

**REPORTS TO:**

Assistant Superintendent for Technology and Assessment

**JOB GOAL**

To provide oversight, support, and facilitation of assessment, accountability and data analysis programs for school improvement.

**SUPERVISES:**

Instructional and Support Personnel

**PERFORMANCE RESPONSIBILITIES:**

**Service Delivery**

- \*(1) Coordinate the administration of all federal, state and local mandated assessments.
- \*(2) Coordinate the development, administration, and scoring of district assessment programs and progress monitoring.
- \*(3) Collaborate with other departments in the development and implementation of the district's computer-based testing plan.
- \*(4) Order, receive, inventory, and disseminate secure assessment materials to schools.
- \*(5) Provide regular training for site assessment coordinators to include test administration guidelines and proper handling of secure test materials.
- \*(6) Assist in the development of administrative guidelines for programs serving at risk students.
- \*(7) Review, interpret, and coordinate test results to teachers, administrators, and community.

**Board Approved: 04/24/12**

## **DIRECTOR OF ASSESSMENT AND ACCOUNTABILITY**

- \* (8) Publish an annual district assessment calendar.
- \* (9) Provide information concerning achievement of system-wide goals including student performance and program accomplishments.
- \* (10) Provide evaluation and technical review of assessment data to determine maximum impact on student achievement.
- \* (11) Support the district and schools in identifying and using assessment tools for school improvement.
- \* (12) Ensure district wide compliance with all federal and state accountability requirements.
- \* (13) Provide assessment and progress monitoring data for state accountability requirements.
- \* (14) Provide technical assistance to the superintendent and staff in educational planning and research.
- \* (15) Provide professional development in data analysis, student performance, and progress monitoring.
- \* (16) Provide technical assistance to district and school administrators in the areas of federal and state accountability measures.
- \* (17) Support the district and individual school efforts in the implementation of state accountability requirements.
- \* (18) Coordinate the development, implementation, and evaluation of the district improvement plan.
- \* (19) Support school personnel in the development, implementation, and evaluation of school improvement plans.
- \* (20) Facilitate the development, implementation, and evaluation of staff development activities in assigned areas.

### **Inter/Intra-Agency Communication and Delivery**

- \* (21) Serve as the district liaison with the Florida Department of Education for state assessment and accountability activities.
- \* (22) Interact with parents, outside agencies, businesses and the community to enhance the understanding of federal, state, and local assessment and accountability requirements and initiatives.
- \* (23) Collaborate with schools and district personnel to facilitate continuing systemic improvement in student performance.
- \* (24) Assist in the interpretation of programs, philosophy and policies of the district to staff, students and the community.
- \* (25) Keep the supervisor informed of potential problems or unusual events.
- \* (26) Provide information and advice to the supervisor regarding the effective and efficient operation of federally funded programs.
- \* (27) Use effective positive interpersonal communication skills.
- \* (28) Respond to inquiries and concerns in a timely manner.

### **Professional Growth and Improvement**

- \* (29) Keep informed and disseminate information about current research, trends and best practices in education.
- \* (30) Maintain a network of peer contacts through professional organizations.
- \* (31) Maintain expertise in assigned areas to fulfill position goals and objectives.
- \* (32) Attend training sessions, conferences and workshops to keep abreast of current practices, programs and legal issues.



## SCHOOL DISTRICT OF INDIAN RIVER COUNTY

### SITE AND GROUNDS COORDINATOR

#### JOB DESCRIPTION

#### QUALIFICATIONS:

- (1) High school diploma or equivalent.
- (2) Five (5) years experience in area of specialty including three (3) years at a supervisory level.
- (3) Valid Florida driver's license.
- (4) Valid Florida Commercial Driver's License (CDL), Class A, within ninety (90) days of employment.
- (5) Satisfactory criminal background check and drug screening.
- (6) Ability to plan, assign, and coordinate complex and varied maintenance projects.
- (7) Ability to supervise subordinates in a manner conducive to full performance and high morale.
- (8) Ability to interpret and follow oral and written instructions, plans, sketches, drawings and blueprints.
- (9) Ability to analyze time, labor and material requirements, and to estimate the costs of proposed projects.

#### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of Department of Education, federal, state and local rules and regulations relating to grounds maintenance and site services. Knowledge of fertilizer, herbicides and pesticides. Ability to use computer and software related to position. Knowledge of heavy equipment and machinery related to position. Knowledge of safety codes and state laws concerning fire safety and the storage and application of pesticides, fungicides and fertilizers. Ability to read and evaluate blueprints and diagrams. Ability to make accurate forecasts/projections. Ability to monitor compliance with required fire safety inspections and equipment certifications. Ability to supervise personnel. Ability to coordinate and monitor projects. Ability to communicate orally and in writing.

#### REPORTS TO:

Director of Physical Plant

#### JOB GOAL

To coordinate and monitor site/grounds projects to maintain safe and healthy schools for students and staff

#### SUPERVISES:

Assigned Personnel

**COORDINATOR, SITE AND GROUNDS (Continued)****PERFORMANCE RESPONSIBILITIES:****Service Delivery**

- \*(1) Coordinate all short- and long-range planning for the district's grounds maintenance and site services.
- \*(2) Plan, coordinate and supervise work assignments.
- \*(3) Manage grounds and site service activities including training, procurement and personnel management.
- \*(4) Supervise the functions of carpentry, painting, roofing, grounds and general maintenance personnel.
- \*(5) Supervise and coordinate activities of any contractors engaged in grounds and related services.
- \*(6) In cooperation with the building principal or the principal's designee, oversee the supervision of personnel which includes work allocation, training and problem resolution.
- \*(7) Implement systems and processes to establish and maintain records.
- \*(8) Ensure that all fire safety inspection and equipment certificates are completed according to applicable guidelines and schedules.
- \*(9) Ensure that inspections are scheduled and conducted.
- \*(10) Coordinate the planning, implementation and evaluation of the district grounds program.
- \*(11) Demonstrate initiative in the performance of assigned responsibilities.

**Inter/Intra-Agency Communication and Delivery**

- \*(12) Exercise service orientation when working with others.
- \*(13) Respond to inquiries and concerns in a timely manner.
- \*(14) Keep supervisor informed of potential problems or unusual events.
- \*(15) Serve on district, state or community councils or committees as assigned or appropriate.
- \*(16) Use effective, positive interpersonal communication skills.
- \*(17) Work closely with district and school staffs to support school improvement initiatives and processes.

**Professional Growth and Improvement**

- \*(18) Maintain expertise in assigned areas to fulfill project goals and objectives.
- \*(19) Facilitate the development, implementation and evaluation of staff development activities in assigned areas.
- \*(20) Attend training sessions, conferences and workshops as assigned or appropriate to keep abreast of current practices, programs and legal issues.
- \*(21) Participate in cross-training activities as required.

**Systemic Functions**

- \*(22) Coordinate district direct purchase of materials and equipment used in grounds maintenance and site functions.
- \*(23) Supervise assigned personnel, conduct annual performance appraisals, and make recommendations for appropriate employment.
- \*(24) Assist in the selection and evaluation of staff.

**COORDINATOR, SITE AND GROUNDS (Continued)**

- \*(25) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- \*(26) Follow federal and state laws, as well as School Board policies.
- \*(27) Represent the district in a positive and professional manner.
- \*(28) Demonstrate support for the school district and its goals and priorities.
- \*(29) Ensure adherence to good safety standards.
- \*(30) Assist in interpreting statutes, Department of Education rules, and programs, policies and procedures of the district as they relate to assigned responsibilities.

**Leadership and Strategic Orientation**

- \*(31) Assist in implementing the district's goals and strategic commitment.
- \*(32) Exercise proactive leadership in promoting the vision and mission of the district.
- \*(33) Set high standards and expectations and promote professional growth for self and others.
- \*(34) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- \*(35) Maintain confidentiality regarding school/workplace matters.
- \*(36) Utilize appropriate strategies and problem-solving tools to make decisions regarding planning, utilization of funds, delivery of services and evaluation of services provided.
- \*(37) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
- \*(38) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.  
Perform other tasks consistent with the goals and objectives of this position.

\*Essential Performance Responsibilities

**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 Level P5/P6                      250 days worked per year (12 months)  
\*Pay grade P6 requires eight (8) years of related experience, two (2) of which must be on staff at SDIRC, and recommendation from immediate supervisor.

**EVALUATION:**

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

## SCHOOL DISTRICT OF INDIAN RIVER COUNTY

### COORDINATOR, ELECTRICAL - HVAC

#### JOB DESCRIPTION

#### QUALIFICATIONS:

- (1) High school or vocational school diploma or equivalent.
- (2) Five (5) years experience in area of specialty including three (3) years at a supervisory level.
- (3) Valid Florida driver's license.
- (4) Valid Florida Commercial Driver's License (CDL), Class B, within ninety (90) days of employment.
- (5) Satisfactory criminal background check and drug screening.

#### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of the Department of Education, federal, state and local rules and regulations relating to electrical and Heating, Ventilation and Air Conditioning (HVAC) services. Knowledge of school board policies and procedures. Knowledge of methods, materials, tools, equipment and practices of various construction trades. Knowledge of the equipment and facilities of the school district. Knowledge of all building codes. Working knowledge of National Electric Code. Knowledge of OSHA (Occupational Safety & Health Administration) regulations and standard safety procedures. Ability to supervise subordinates, plan, assign, and coordinate varied maintenance projects. Ability to read and evaluate blueprints, diagrams and schematics. Ability to coordinate and monitor projects. Ability to use computers and software related to the position. Ability to establish and maintain work schedules, budgets, and procedures. Ability to make accurate forecasts and projections. Ability to communicate orally and in writing.

#### REPORTS TO:

Director of Physical Plant

#### JOB GOAL

To assist in providing a safe, clean, well-maintained environment to support the teaching/learning process.

#### SUPERVISES:

Assigned Personnel

#### PERFORMANCE RESPONSIBILITIES:

##### Service Delivery

- \* (1) Insure an overall quality electrical/HVAC maintenance programs.
- \* (2) Plan, schedule, supervise and report on the work of electrical/HVAC crews performing in-house construction or maintenance activities within the school district.
- \* (3) Schedule work of crews.
- \* (4) Coordinate and assist with employee training.
- \* (5) Recommend hiring, disciplinary action and firing of personnel.
- \* (6) Evaluate work performance of the helpers, apprentices and trades workers.



**COORDINATOR, ELECTRICAL-HVAC (Continued)**

- \* (7) Establish discipline and resolve problems.
- \* (8) Instruct personnel in safety programs and the use of tools and equipment.
- \* (9) Interpret construction drawings and lay out work.
- \* (10) Maintain time and material records.
- \* (11) Order material and assure an adequate flow of supplies to the worksite.
- \* (12) Coordinate work with other departments and the schools.
- \* (13) Demonstrate initiative in the performance of assigned responsibilities.

**Inter/Intra-Agency Communication and Delivery**

- \* (14) Communicate effectively with workers, staff members, administrators and other contact persons.
- \* (15) Interact with parents, outside agencies, businesses and the community to enhance the understanding of district initiatives and priorities and to elicit support and assistance.
- \* (16) Respond to inquiries and concerns in a timely manner.
- \* (17) Keep supervisor informed of potential problems or unusual events.
- \* (18) Serve on district, state or community councils or committees as assigned or appropriate.
- \* (19) Provide oversight and direction for cooperative planning with other agencies.
- \* (20) Assist in the interpretation of programs, philosophy and policies of the district to staff, students, parents and the community.
- \* (21) Exhibit interpersonal skills as an effective team member.

**Professional Growth and Improvement**

- \* (22) Maintain a network of peer contacts through professional organizations.
- \* (23) Keep informed and disseminate information about current research, trends and best practices in area of responsibility.
- \* (24) Maintain expertise in assigned areas to fulfill project goals and objectives.
- \* (25) Facilitate the development, implementation and evaluation of staff development activities in assigned areas.
- \* (26) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

**Systemic Functions**

- \* (27) Follow attendance, punctuality and proper dress rules.
- \* (28) Ensure adherence to good safety standards.
- \* (29) Demonstrate support for the school district and its goals and priorities.
- \* (30) Prepare all required reports and maintain all appropriate records.
- \* (31) Represent the district in a positive and professional manner.
- \* (32) Prepare the annual transportation budget and monitor its implementation as required.
- \* (33) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions.
- \* (34) Prepare or oversee the preparation of all required reports and maintain all appropriate records.
- \* (35) Develop annual goals and objectives consistent with and in support of district goals and priorities.
- \* (36) Conduct periodic studies for the purpose of improving the delivery of transportation services.
- \* (37) Assist in the development of policies and procedures for transportation services.

**Leadership and Strategic Orientation**

- \* (38) Maintain confidentiality regarding school/workplace matters.



**COORDINATOR, ELECTRICAL-HVAC (Continued)**

- \*(39) Model and maintain high ethical standards.
  - \*(40) Provide leadership and direction for assigned areas of responsibility.
  - \*(41) Provide leadership and guidance in the development of annual goals and objectives for assigned department or program.
  - \*(42) Assist in implementing the district's goals and strategic commitment.
  - \*(43) Exercise proactive leadership in promoting the vision and mission of the district.
  - \*(44) Set high standards and expectations and promote professional growth for self and others.
  - \*(45) Utilize appropriate strategies and problem-solving tools to make decisions regarding planning, utilization of funds, delivery of services and evaluation of services provided.
  - \*(46) Collaborate with executive director, other departments and agencies, and contribute to the planning and operation of the district.
  - \*(47) Demonstrate initiative in identifying potential problems or opportunities for improvement.
  - \*(48) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.
- Perform other tasks consistent with the goals and objectives of this position.

\*Essential Performance Responsibilities

**PHYSICAL REQUIREMENTS:**

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

Job Description Supplement 11

**TERMS OF EMPLOYMENT:**

Professional Technical                      Pay Grade P5                      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.

## SCHOOL DISTRICT OF INDIAN RIVER COUNTY

### DIRECTOR OF PHYSICAL PLANT

#### JOB DESCRIPTION

#### QUALIFICATIONS:

- (1) Bachelor's degree from an accredited educational institution in a related field.
- (2) Five (5) years of supervisory experience in construction, facility maintenance or associated functions may be substituted for Bachelor's degree.
- (3) Experience in construction and/or maintenance.
- (4) Experience in school building administration, facility planning, plant management, architecture or related area.
- (5) Satisfactory criminal background check and drug screening.

#### KNOWLEDGE, SKILLS AND ABILITIES:

1. Bachelor's degree desired or 5 years of relative experience may substitute for a college degree.
2. A minimum of five (5) years of supervisory/administrative or related experience preferred.
3. High school diploma or equivalent.
4. Knowledge of the construction trades.
5. Ability to read and interpret architectural drawings and specifications.
6. Certification as a sanitation, casualty and safety inspector preferred.
7. Basic computer skills required. Ability to enhance computer skills as required.
8. Such alternatives to the above qualifications as the Superintendent may find appropriate and acceptable.
9. Clearance of background check and drug screening.

#### REPORTS TO:

Assistant Superintendent for Finance/Operations

#### JOB GOAL

To provide a safe, clean, well maintained environment to support the teaching/learning process.

#### SUPERVISES:

Assigned Personnel

#### PERFORMANCE RESPONSIBILITIES:

##### Service Delivery

- \*(1) Direct and supervise maintenance department staff.
- \*(2) Supervise and coordinate a comprehensive program of school plant maintenance that will ensure a safe, clean, attractive and pleasant school atmosphere.
- \*(3) Implement a program that provides for regular preventive maintenance.
- \*(4) Implement an efficient system for dealing with emergency repair problems.
- \*(5) Organize the assignment and supervision for all maintenance coordinators.
- \*(6) Develop cost estimates and recommend priorities on repair projects.

©EMCS

Board Approved: 04/25/06

Revised: 03/11/08

Revised: 07/28/09

Revised: 07/21/2011

Consent B - 6/25/2013

**DIRECTOR OF PHYSICAL PLANT (Continued)**

- \* (7) Recommend the hiring of contractors to perform maintenance or repair services when appropriate.
- \* (8) Recommend outside firms for maintenance of specialized projects and/or equipment.
- \* (9) Develop and oversee an annual budget for maintenance and environmental compliance.
- \* (10) Develop and coordinate short- and long-range plans for the maintenance of School Board facilities.
- \* (11) Ensure compliance with state statutes, rules, regulations and School Board policy relating to maintenance and construction.

**Inter/Intra-Agency Communication and Delivery**

- \* (12) Interact with parents, outside agencies, businesses and the community to enhance the understanding of district initiatives and priorities and to elicit support and assistance.
- \* (13) Respond to inquiries and concerns in a timely manner.
- \* (14) Keep supervisor informed of potential problems or unusual events.
- \* (15) Serve on district, state or community councils or committees as assigned or appropriate.
- \* (16) Assist in providing oversight and direction for cooperative planning with other agencies.
- \* (17) Assist in the interpretation of programs, philosophy and policies of the district to staff, students, parents and the community.
- \* (18) Work closely with district and school staffs to support school improvement initiatives and processes.

**Professional Growth and Improvement**

- \* (19) Maintain a network of peer contacts through professional organizations.
- \* (20) Keep informed and disseminate information about current research, trends and best practices in area of responsibility.
- \* (21) Maintain expertise in assigned areas to fulfill project goals and objectives.
- \* (22) Facilitate the development, implementation and evaluation of staff development activities in assigned areas.
- \* (23) Attend training sessions, conferences and workshops as assigned or appropriate to keep abreast of current practices, programs and legal issues.

**Systemic Functions**

- \* (24) Assist in developing and maintaining safety standards consistent with state and insurance regulations.
- \* (25) Assist in developing a program of preventive safety for buildings and grounds personnel.
- \* (26) Participate with principals and others on matters related to contract procedures, disputes or disciplinary problems involving union support personnel.
- \* (27) Plan for general and specialized training to enhance the ability of employees and departments to serve the district.
- \* (28) Represent the district in a positive and professional manner.
- \* (29) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions.
- \* (30) Prepare or assist in the preparation of all required reports and maintain all appropriate records.

**DIRECTOR OF PHYSICAL PLANT (Continued)**

- \*(31) Develop annual goals and objectives consistent with and in support of district goals and priorities.

**Leadership and Strategic Orientation**

- \*(32) Provide leadership and direction for assigned areas of responsibility.
  - \*(33) Provide leadership and guidance in the development of annual goals and objectives for assigned department or program.
  - \*(34) Assist in implementing the district's goals and strategic commitment.
  - \*(35) Exercise proactive leadership in promoting the vision and mission of the district.
  - \*(36) Set high standards and expectations and promote professional growth for self and others.
  - \*(37) Utilize appropriate strategies and problem-solving tools to make decisions regarding planning, utilization of funds, delivery of services and evaluation of services provided.
  - \*(38) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
  - \*(39) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.
- Perform other tasks consistent with the goals and objectives of this position.

\*Essential Performance Responsibilities

**PHYSICAL REQUIREMENTS:**

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

Job Description Supplement 11

**TERMS OF EMPLOYMENT:**

Administrative

Pay Grade ADM IV 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.

## SCHOOL DISTRICT OF INDIAN RIVER COUNTY

### READING COACH

#### JOB DESCRIPTION

#### QUALIFICATIONS:

- (1) Bachelor's degree from an accredited educational institution.
- (2) Three (3) years successful teaching experience.
- (3) Experience in presenting educational training programs with a demonstrated knowledge and practice of Language Arts or Reading preferred.
- (4) Valid Florida teacher certification in appropriate area.
- (5) Reading certification preferred.
- (6) Must meet the No Child Left Behind Act regulations and requirements.
- (7) Satisfactory criminal background check and drug screening.

#### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of child growth and development and especially of characteristics of students/children in the age group assigned. Knowledge of prescribed curriculum. Basic understanding and knowledge of current technology. Knowledge of learning styles. Ability to use varied teaching methods. Knowledge of current trends, research and best practices related to education. Knowledge of School Board policies and practices as they relate to teaching. Ability to handle problems, concerns and emotional distress with sensitivity and tact. Ability to communicate orally and in writing with students, parents, and others. Ability to plan, establish priorities and implement activities for maximum effectiveness. Ability to assess levels of student achievement effectively, analyze test results, and prescribe actions for improvement. Ability to maintain appropriate student supervision so that students have a safe and orderly environment in which to learn. Ability to work with parents. Ability to work effectively with peers, administrators and others. Knowledge of Florida Educator Accomplished Practices and Teacher Competencies.

#### REPORTS TO:

Principal or designee

#### JOB GOAL

To assist and support classroom teachers in providing a balanced and effective reading program for all students.

#### SUPERVISES:

N/A

#### PERFORMANCE RESPONSIBILITIES:

##### Planning/Preparation

- \*(1) Create or select short- and long-range plans based on district and state curriculum requirements, student profiles and instructional priorities.

**READING COACH (Continued)**

- \*(2) Identify specific intended learning outcomes that are challenging, meaningful, and measurable.
- \*(3) Plan and prepare a variety of learning activities considering individual student's culture, learning styles, special needs, and socio-economic background.
- \*(4) Develop or select instructional activities which foster active involvement in the learning process.
- \*(5) Identify, select and modify instructional materials to meet the needs of students with varying backgrounds, learning styles and special needs.
- \*(6) Assist in assessing changing curricular needs and plans for improvement.

**Administrative/Management**

- \*(7) Maintain a positive, organized and safe learning environment.
- \*(8) Use time effectively.
- \*(9) Manage materials and equipment effectively.
- \*(10) Use effective student behavior management techniques.
- \*(11) Enforce school rules, administrative regulations and Board policies.
- \*(12) Establish and maintain effective and efficient record keeping procedures, including but not limited to, required individual student plans and reports.
- \*(13) Use technology resources effectively.
- \*(14) Assist the school in the compilation of data to evaluate reading programs and assist in identifying appropriate strategies.
- \*(15) Maintain reading documentation required by the state.
- \*(16) Coordinate and monitor the work of volunteers and aides when assigned.

**Assessment/Evaluation**

- \*(17) Develop and use assessment strategies (traditional and alternative) to assist the continuous development of students.
- \*(18) Analyze and identify reading problems.
- \*(19) Interpret data (including but not limited to standardized and other test results) for diagnosis, instructional planning and program evaluation.
- \*(20) Establish appropriate testing environment and test security.
- \*(21) Communicate, in understandable terms, individual student progress to the student, parents, and professional colleagues who need access to the information.
- \*(22) Evaluate the effectiveness of instructional units and teaching strategies.

**Intervention/Direct Services**

- \*(23) Work with and support the classroom teacher in providing a balanced reading program.
- \*(24) Assist in implementing and monitoring of the reading curriculum.
- \*(25) Assist in reading curriculum revision and development.
- \*(26) Assist with the selection of appropriate reading resources related to identified needs at the school site.
- \*(27) Demonstrate knowledge and understanding of subject matter.
- \*(28) Conduct parent nights to provide information and to train parents to assist their students.
- \*(29) Communicate high learning expectations for all students.
- \*(30) Apply principles of learning and effective teaching in instructional delivery.
- \*(31) Use a variety of instructional strategies appropriate for teaching students from diverse backgrounds with different learning styles and special needs and which enhance the application of critical, creative and evaluative thinking capabilities.

**READING COACH (Continued)**

- \*(32) Use appropriate material, technology, and other resources to help meet learning needs of all students.
- \*(33) Provide appropriate instructional modification for students with special needs, including exceptional education students and students who have limited English proficiency.
- \*(34) Recognize overt indicators of student distress or abuse and take appropriate action based on school procedures and law.
- \*(35) Provide instruction on safety procedures and proper handling of materials and equipment.
- \*(36) Foster student responsibility, appropriate social behavior, integrity, valuing of cultural diversity, and respect for self and others by role modeling and learning activities.

**Collaboration**

- \*(37) Facilitate collaboration among teachers and grade levels at school.
- \*(38) Work closely with district Teacher - Support for Reading to assist in the development and delivery of training.
- \*(39) Enlist the support of the SAC, PTA or PTO, Business Partners, Mentors and Volunteers for the reading initiative.
- \*(40) Communicate effectively, both orally and in writing, with other professionals, students, parents and community.
- \*(41) Provide accurate and timely information to parents and students about academic and behavioral performance of students.
- \*(42) Collaborate with other professionals and parents after recognizing student distress or abuse.
- \*(43) Serve on Student Support Team.
- \*(44) Collaborate with peers and other professionals to enhance student learning.

**Staff Development**

- \*(45) Engage in a continuing improvement of professional skills and knowledge.
- \*(46) Establish and implement an individual Professional Development Plan annually in accordance with state and district requirements.
- \*(47) Update the principal and teachers on the latest trends in the area of reading instruction.
- \*(48) Coach teachers in the latest techniques for the prevention and remediation of reading problems.
- \*(49) Model effective teaching strategies and techniques.
- \*(50) Assist teachers with instructional strategies to improve FCAT reading comprehension and Florida Writes assessment.
- \*(51) Conduct staff development activities to assist teachers in helping students improve reading skills.

**Professional Responsibilities**

- \*(52) Act in a professional and ethical manner and adhere at all times to The Code of Ethics and Principles of Professional Conduct of the Education Profession in Florida.
- \*(53) Demonstrate attention to punctuality and regular attendance.
- \*(54) Prepare all required reports in an accurate and timely manner and maintain all appropriate records.
- \*(55) Maintain confidentiality of student and other professional information.
- \*(56) Comply with policies, procedures and programs.
- \*(57) Exercise appropriate professional judgment.
- \*(58) Support school improvement initiatives.

**READING COACH (Continued)**

- \*(59) Ensure that student growth and performance are continuous and appropriate for age group, subject area and/or student program classification.  
Perform other tasks consistent with the goals and objectives of this position.

\*Essential Performance Responsibilities

**PHYSICAL REQUIREMENTS:**

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

Job Description Supplement 03

**TERMS OF EMPLOYMENT:**

Instructional

Pay Grade

196 days worked per year (10 months)

**EVALUATION:**

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



## SCHOOL DISTRICT OF INDIAN RIVER COUNTY

### ASSISTANT BOOKKEEPER

#### JOB DESCRIPTION

#### QUALIFICATIONS:

- (1) High school diploma or equivalent.
- (2) Two (2) years bookkeeping experience.
- (3) School related bookkeeping experience preferred.
- (4) Satisfactory criminal background check and drug screening.

#### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of basic bookkeeping and accounting principles. Knowledge of filing and general office procedures. Knowledge of applicable laws, rules, policies and procedures. Ability to use various office equipment. Ability to communicate orally and in writing. Ability to deal effectively and courteously with a diverse population including students, parents, school personnel and the community. Ability to maintain confidentiality. Interpersonal skills. Analytical and organizational skills. Knowledge of computer systems and applications. Ability to prioritize and balance several job functions.

#### REPORTS TO:

Principal

#### JOB GOAL

To assist the bookkeeper in the maintenance of all financial records for the school as assigned in accordance with all applicable laws, policies and procedures.

#### SUPERVISES:

N/A

#### PERFORMANCE RESPONSIBILITIES:

##### Service Delivery

- \*(1) Maintain ledger for profit and loss.
- \*(2) Maintain ledger for monies collected and cash verification forms.
- \*(3) Maintain all club files with activity forms and profit and loss forms.
- \*(4) Keep and update all profit and loss records for all internal accounts.
- \*(5) Prepare over 250 receipt books for clubs/classes. (Labeling and recording spread sheet w/assigned numbers).
- \*(6) Prepare and code all accounts payable invoices for payment.
- \*(7) Prepare invoices for computer posting.
- \*(8) Maintain ledger and card box for outgoing and incoming receipt books.
- \*(9) Prepare ticket sheets for all sporting events and activities.
- \*(10) Maintain ticket inventory for all games and events.
- \*(11) Compile necessary information and complete financial reports as directed.
- \*(12) Maintain W-9's for vendors.

**ASSISTANT BOOKKEEPER (Continued)**

- \*(13) Maintain ledger on Faculty test taken.
- \*(14) Prepare and code invoices for payment and for computer posting.
- \*(15) Document inventory of postage from all internal accounts.
- \*(16) Create active vender accounts.
- \*(17) Maintain supply inventory for resale items if applicable.
- \*(18) Prepare orders and maintain supplies.
- \*(19) Obtain property record information for files.
- \*(20) Review travel vouchers for reimbursement of expenses.
- \*(21) Collect monies and maintain records of transactions, including receipt and deposits.
- \*(22) Demonstrate initiative in the performance of assigned responsibilities.

**Employee Qualities/Responsibilities**

- \*(23) Meet and deal effectively with the general public, staff members, students, parents, administrators and other contact persons using tact and good judgment.
- \*(24) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- \*(25) Ensure adherence to good safety standards.
- \*(26) Maintain confidentiality regarding school/workplace matters.
- \*(27) Model and maintain high ethical standards.
- \*(28) Maintain expertise in assigned area to fulfill position goals and objectives.
- \*(29) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.
- \*(30) **Restock and maintain all financial forms/color coding.**

**Inter/Intra-Agency Communication and Delivery**

- \*(31) Exercise service orientation when working with others.
- \*(32) Keep supervisor informed of potential problems or unusual events.
- \*(33) Use effective, positive interpersonal communication skills.
- \*(34) Respond to inquiries and concerns in a timely manner.

**System Support**

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

\*Essential Performance Responsibilities

**PHYSICAL REQUIREMENTS:**

Light Work: Exerting up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects.

Job Description Supplement 05

**ASSISTANT BOOKKEEPER (Continued)****TERMS OF EMPLOYMENT:**

Support Personnel                      Pay Grade 8                      250 days worked per year (12 months)  
**\*.4 non benefitted position, funded through site based funding source.**

**EVALUATION:**

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

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 2012-2013 AMENDMENT No. 1  
 DEBT SERVICE

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
Totals		20,698,923.53	592,439.26	66,256.51	21,225,106.28
Federal Interest Subsidy	3199	1,523,138.00	0.00	66,256.51	1,456,881.49
SBE / COBI Bond	3322	600,312.50	0.00	0.00	600,312.50
GOB Tax Levy	3412	5,060,136.53	0.00	0.00	5,060,136.53
Interest on Investments	3431	6,000.00	0.00	0.00	6,000.00
Transfer from Capital Projects	3630	11,441,511.19	592,439.26	0.00	12,033,950.45
Fund Balance	2750	2,067,825.31	0.00	0.00	2,067,825.31
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Redemption of Principal	9200-710	10,338,302.13	0.00		10,338,302.13
Interest Expense	9200-720	6,763,965.11	0.00		6,763,965.11
Dues & Fees	9200-730	115,000.00	0.00		115,000.00
Fund Balance	9700-970	3,481,656.29	526,182.75		4,007,839.04
Totals		20,698,923.53	526,182.75	0.00	21,225,106.28

Adopted By Board: June 25, 2013

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

\_\_\_\_\_  
 CBA

# The School District of Indian River County

The Superintendent recommends Board approval for the following Budget Amendment for the fiscal year ending June 30, 2013

## Debt Service- Amendment # 1

### Budget Amendment through May 31, 2013

#### **Estimated Revenue:**

Decrease in federal subsidy due from U.S. Treasury	\$ (66,256.51)
Increase in transfer from Capital for replacement of subsidy	66,256.51
Increase in transfer from Capital for remaining funds held with trustee for future debt reduction. Funds are released as collected in SBA Fund B.	\$ 526,182.75
Net Increase in Revenue Budget	<u>\$ 592,439.26</u>

#### **Expenditure Budget**

No change in expenditure budget	<u>\$ -</u>
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#### **Fund Balance:**

Net change (increase) in fund balance for Debt Service Funds	<u>\$ 592,439.26</u>
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*CBA*

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School District of Indian River County  
 Amendment to District School Budget FY 2012-2013  
 Amendment #2. – Capital Projects Fund

Estimated Revenue:

During the period ended May 31, 2013 there was a net increase of \$ 278,005 in Estimated Revenue. This was composed of the following:

1. Increase in Estimated Revenue for collection of prior year Taxes by the County	\$ 45,158
2. Adjustment to actual collections to date in Fuel Tax Revenue	(60)
3. Increase in Estimated Interest due to interest earned year to date in various capital funds	27,852
4. Increase in Estimated Revenue to amend Impact Fees to Fellsmere Classroom Addition (switched with 1011.71 (2) Fund)	<u>205,055</u>
 Total net increase in Estimated Revenue	 \$ <u>278,005</u>

Major Changes in Appropriations:

Local Capital Improvement Tax, Florida Statute 1011.71 (2):

Increase Budget in Other Projects District Wide for amount Transferred from Fellsmere for switch with newly Amended Interest and Impact Fees since March 1, 2013	\$207,267
Decrease Budget in Fellsmere Classroom Addition by amount of Interest and Impact Fees Amended to Fellsmere since March 1, 2013	(207,267)
Increase in Transfer to Debt Service for Reduction in Federal Subsidy Due to Federal Sequestration	66,257
Decrease in Technology District Wide Budget	( 66,257)
Increase in Vero Beach High School Soccer/Lacrosse Fields Budget	100,000
Decrease in Technology District Wide Budget	(100,000)
Increase in Other Projects District Wide for Amended Property Taxes Revenue Collected by the County from Prior Years	45,158

*[Handwritten Signature]*  
 6/11/13

School District of Indian River County  
Amendment to District School Budget FY 2012-2013  
Amendment #2' - Capital Projects Fund

Page 2.

Certificates of Participation Series 2005:

Increase in Transfer to Debt Service for amount set aside By Trustee for Pool B Funds to be used as funds Are released by the Trustee as Collected from Fund B	\$ 526,183
Reduction in Fund Balance in Certificates of Participation Series B 2005 Capital to transfer to Debt Service	(526,183)

Other Capital Funds:

Amend Impact Fees and Interest to Fellsmere Classroom Addition by Amount of Impact Fees Collected and Interest Earned since March 1, 2013	207,267
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Other changes in object codes in Appropriations in all other funds were due to refining of the coding of projects during the period.

*ECF*  
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 Consolidated  
Capital Projects**

<b>ESTIMATED REVENUE</b>					
	Function	Present Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		64,001,887.51	278,064.75	60.01	64,279,892.25
CO & DS Distributed	3321	68,705.00	0.00	0.00	68,705.00
Interest on Undistributed CO & DS	3325	0.00	0.00	0.00	0.00
PECO Funds	3391	0.00	0.00	0.00	0.00
Classrooms for Kids	3396	0.00	0.00	0.00	0.00
Charter School Capital Outlay	3397	800,136.00	0.00	0.00	800,136.00
Miscellaneous State Source	3399	28,054.90	0.00	60.01	27,994.89
Local Capital Improvement Tax	3413	19,462,064.00	45,158.23	0.00	19,507,222.23
Tax Redemptions	3421	0.00	0.00	0.00	0.00
Interest on Investments	3431	107,708.16	27,851.52	0.00	135,559.68
Increase (Decrease) FMV of Investments	3433	0.00	0.00	0.00	0.00
Miscellaneous Local Sources	3490	128,594.00	0.00	0.00	128,594.00
Impact Fees	3496	437,470.36	205,055.00	0.00	642,525.36
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00
Proceeds of Certificates of Participation/QSCBs	3750	0.00	0.00	0.00	0.00
Premium on Sale of Bonds and COPS	3790	0.00	0.00	0.00	0.00
Fund Equity	2700	42,969,155.09	0.00	0.00	42,969,155.09
<b>APPROPRIATIONS</b>					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Library Books	7400 - 610	54,947.31	0.00	0.00	54,947.31
Buildings & Fixed Equipment	7400 - 630	21,308,281.95	276,387.36	40,661.18	21,544,008.13
Furniture / Fixtures / Equipment	7400 - 640	3,629,849.53	3,842.96	197,785.70	3,435,906.79
Motor Vehicles	7400 - 650	1,177,896.00	26,136.80	0.00	1,204,032.80
Land	7400 - 660	101,250.00	0.00	0.00	101,250.00
Improvements Other Than Bldgs.	7400 - 670	3,053,143.36	422,574.25	1,326.71	3,474,390.90
Remodeling & Renovations	7400 - 680	18,607,989.42	1,326.71	278,736.26	18,330,579.87
Computer Software	7400 - 690	700.00	0.00	10.00	690.00
Debt Services	9200 - 730	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	4,100,136.00	0.00	0.00	4,100,136.00
Transfer to Debt Service Fund	9700 - 920	11,441,511.19	592,439.26	0.00	12,033,950.45
Restricted Fund Balance	2700	526,182.75	0.00	526,182.75	0.00
<b>Totals</b>		64,001,887.51	1,322,707.34	1,044,702.60	64,279,892.25

Adopted By Board: \_\_\_\_\_ June 25, 2013

District Superintendent's Signature

  
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 COBI Bonds  
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		268,848.31	0.00	0.00	268,848.31
CO & DS Distributed	3321	0.00	0.00	0.00	0.00
PECO Funds	3391	0.00	0.00	0.00	0.00
Classrooms for Kids	3396	0.00	0.00	0.00	0.00
Charter School Capital Outlay	3397	0.00	0.00	0.00	0.00
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00
Local Capital Improvement Tax	3413	0.00	0.00	0.00	0.00
Tax Redemptions	3421	0.00	0.00	0.00	0.00
Interest on Investments	3430	0.00	0.00	0.00	0.00
Increase (Decrease) FMV of Investments	3433	0.00	0.00	0.00	0.00
Miscellaneous Local Sources	3490	0.00	0.00	0.00	0.00
Impact Fees	3496	0.00	0.00	0.00	0.00
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00
Proceeds of Certificates of Participation/QSCBs	3750	0.00	0.00	0.00	0.00
Premium on Sale of Bonds and COPS	3790	0.00	0.00	0.00	0.00
Fund Equity	2700	268,848.31	0.00	0.00	268,848.31
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	0.00	0.00	0.00	0.00
Furniture / Fixtures / Equipment	7400 - 640	0.00	0.00	0.00	0.00
Motor Vehicles	7400 - 650	0.00	0.00	0.00	0.00
Land	7400 - 660	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	14,203.16	0.00	1,326.71	12,876.45
Remodeling & Renovations	7400 - 680	254,645.15	1,326.71	0.00	255,971.86
Computer Software	7400 - 690	0.00	0.00	0.00	0.00
Debt Services	9200 - 730	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	0.00	0.00	0.00	0.00
Transfer to Debt Service Fund	9700 - 920	0.00	0.00	0.00	0.00
Unappropriated Fund Balance	2700	0.00	0.00	0.00	0.00
<b>Totals</b>		268,848.31	1,326.71	1,326.71	268,848.31

Adopted By Board: \_\_\_\_\_ June 25, 2013 .

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 District Superintendent's Signature

*EAL* 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 PECO  
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		8,230.35	0.00	0.00	8,230.35
CO & DS Distributed	3321	0.00	0.00	0.00	0.00
PECO Funds	3391	0.00	0.00	0.00	0.00
Classrooms for Kids	3396	0.00	0.00	0.00	0.00
Charter School Capital Outlay	3397	0.00	0.00	0.00	0.00
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00
Local Capital Improvement Tax	3413	0.00	0.00	0.00	0.00
Tax Redemptions	3421	0.00	0.00	0.00	0.00
Interest on Investments	3431	0.00	0.00	0.00	0.00
Increase (Decrease) FMV of Investments	3433	0.00	0.00	0.00	0.00
Miscellaneous Local Sources	3490	0.00	0.00	0.00	0.00
Impact Fees	3496	0.00	0.00	0.00	0.00
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00
Proceeds of Certificates of Participation/QSCBs	3750	0.00	0.00	0.00	0.00
Premium on Sale of Bonds and COPS	3790	0.00	0.00	0.00	0.00
Fund Equity	2700	8,230.35	0.00	0.00	8,230.35
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	0.00	0.00	0.00	0.00
Furniture / Fixtures / Equipment	7400 - 640	0.00	0.00	0.00	0.00
Motor Vehicles	7400 - 650	0.00	0.00	0.00	0.00
Land	7400 - 660	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	0.00	0.00	0.00	0.00
Remodeling & Renovations	7400 - 680	8,230.35	0.00	0.00	8,230.35
Computer Software	7400 - 690	0.00	0.00	0.00	0.00
Debt Services	9200 - 730	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	0.00	0.00	0.00	0.00
Transfer to Debt Service Fund	9700 - 920	0.00	0.00	0.00	0.00
Restricted Fund Balance	2700	0.00	0.00	0.00	0.00
<b>Totals</b>		8,230.35	0.00	0.00	8,230.35

Adopted By Board: \_\_\_\_\_ June 25, 2013

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 District Superintendent's Signature

*Signature*  
 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 CO/DS  
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		420,941.66	0.00	0.00	420,941.66
CO & DS Distributed	3321	68,705.00	0.00	0.00	68,705.00
Interest on Undistributed CO & DS	3325	0.00	0.00	0.00	0.00
PECO Funds	3391	0.00	0.00	0.00	0.00
Classrooms for Kids	3396	0.00	0.00	0.00	0.00
Charter School Capital Outlay	3397	0.00	0.00	0.00	0.00
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00
Local Capital Improvement Tax	3413	0.00	0.00	0.00	0.00
Tax Redemptions	3421	0.00	0.00	0.00	0.00
Interest on Investments	3430	0.00	0.00	0.00	0.00
Increase (Decrease) FMV of Investments	3433	0.00	0.00	0.00	0.00
Miscellaneous Local Sources	3490	0.00	0.00	0.00	0.00
Impact Fees	3496	0.00	0.00	0.00	0.00
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00
Proceeds of Certificates of Participation/QSCBs	3750	0.00	0.00	0.00	0.00
Premium on Sale of Bonds and COPS	3790	0.00	0.00	0.00	0.00
Fund Equity	2700	352,236.66	0.00	0.00	352,236.66
<b>APPROPRIATIONS</b>					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	0.00	0.00	0.00	0.00
Furniture / Fixtures / Equipment	7400 - 640	22,040.00	3,832.96	0.00	25,872.96
Motor Vehicles	7400 - 650	0.00	0.00	0.00	0.00
Land	7400 - 660	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	40,334.14	1,025.00	0.00	41,359.14
Remodeling & Renovations	7400 - 680	358,567.52	0.00	4,857.96	353,709.56
Computer Software	7400 - 690	0.00	0.00	0.00	0.00
Debt Services	9200 - 730	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	0.00	0.00	0.00	0.00
Transfer to Debt Service Fund	9700 - 920	0.00	0.00	0.00	0.00
Restricted Fund Balance	2700	0.00	0.00	0.00	0.00
<b>Totals</b>		420,941.66	4,857.96	4,857.96	420,941.66

Adopted By Board: \_\_\_\_\_ June 25, 2013

District Superintendent's Signature

*ELG 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 Local Capital Improvement Tax -- Florida Statute 1011.71 (2)  
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		41,077,197.34	45,158.23	0.00	41,122,355.57
CO & DS Distributed	3321	0.00	0.00	0.00	0.00
PECO Funds	3391	0.00	0.00	0.00	0.00
Classrooms for Kids	3396	0.00	0.00	0.00	0.00
Charter School Capital Outlay	3397	0.00	0.00	0.00	0.00
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00
Local Capital Improvement Tax	3413	19,462,064.00	45,158.23	0.00	19,507,222.23
Tax Redemptions	3421	0.00	0.00	0.00	0.00
Interest on Investments	3431	97,379.63	0.00	0.00	97,379.63
Increase (Decrease) FMV of Investments	3433	0.00	0.00	0.00	0.00
Miscellaneous Local Sources	3490	0.00	0.00	0.00	0.00
Impact Fees	3496	0.00	0.00	0.00	0.00
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00
Proceeds of Certificates of Participation/QSCBs	3750	0.00	0.00	0.00	0.00
Premium on Sale of Bonds and COPS	3790	0.00	0.00	0.00	0.00
Fund Equity	2700	21,517,753.71	0.00	0.00	21,517,753.71
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	4,867,099.86	0.00	40,661.18	4,826,438.68
Furniture / Fixtures / Equipment	7400 - 640	2,955,591.79	0.00	195,607.56	2,759,984.23
Motor Vehicles	7400 - 650	1,177,896.00	26,136.80	0.00	1,204,032.80
Land	7400 - 660	100,000.00	0.00	0.00	100,000.00
Improvements Other Than Bldgs.	7400 - 670	2,782,179.84	418,193.05	0.00	3,200,372.89
Remodeling & Renovations	7400 - 680	16,395,542.58	0.00	229,159.39	16,166,383.19
Computer Software	7400 - 690	0.00	0.00	0.00	0.00
Debt Services	9200 - 730	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	3,300,000.00	0.00	0.00	3,300,000.00
Transfer to Debt Service Fund	9700 - 920	9,498,887.27	66,256.51	0.00	9,565,143.78
Restricted Fund Balance	2700	0.00	0.00	0.00	0.00
<b>Totals</b>		41,077,197.34	510,586.36	465,428.13	41,122,355.57

Adopted By Board: \_\_\_\_\_ June 25, 2013

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 District Superintendent Signature

*Signature* 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 Certificates of Participation Series 2005  
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		2,340,212.67	0.00	0.00	2,340,212.67
CO & DS Distributed	3321	0.00	0.00	0.00	0.00
PECO Funds	3391	0.00	0.00	0.00	0.00
Classrooms for Kids	3396	0.00	0.00	0.00	0.00
Charter School Capital Outlay	3397	0.00	0.00	0.00	0.00
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00
Local Capital Improvement Tax	3413	0.00	0.00	0.00	0.00
Interest on Investments	3431	2,229.45	0.00	0.00	2,229.45
Increase (Decrease) FMV of Investments	3433	0.00	0.00	0.00	0.00
Miscellaneous Local Sources	3490	0.00	0.00	0.00	0.00
Impact Fees	3496	0.00	0.00	0.00	0.00
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00
Proceeds of Certificates of Participation/QSCBs	3750	0.00	0.00	0.00	0.00
Premium on Sale of Bonds and COPS	3790	0.00	0.00	0.00	0.00
Fund Equity	2700	2,337,983.22	0.00	0.00	2,337,983.22
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	0.00	0.00	0.00	0.00
Furniture / Fixtures / Equipment	7400 - 640	0.00	0.00	0.00	0.00
Motor Vehicles	7400 - 650	0.00	0.00	0.00	0.00
Land	7400 - 660	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	0.00	0.00	0.00	0.00
Remodeling & Renovations	7400 - 680	0.00	0.00	0.00	0.00
Computer Software	7400 - 690	0.00	0.00	0.00	0.00
Debt Services	9200 - 730	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	0.00	0.00	0.00	0.00
Transfer to Debt Service Fund	9700 - 920	1,814,029.92	526,182.75	0.00	2,340,212.67
Restricted Fund Balance	2700	526,182.75	0.00	526,182.75	0.00
<b>Totals</b>		2,340,212.67	526,182.75	526,182.75	2,340,212.67

Adopted By Board: \_\_\_\_\_ June 25, 2013

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 District Superintendent's Signature

*JR 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 Certificates of Participation Series 2007  
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		1,500,156.84	1,737.29	0.00	1,501,894.13
CO & DS Distributed	3321	0.00	0.00	0.00	0.00
PECO Funds	3391	0.00	0.00	0.00	0.00
Classrooms for Kids	3396	0.00	0.00	0.00	0.00
Charter School Capital Outlay	3397	0.00	0.00	0.00	0.00
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00
Local Capital Improvement Tax	3413	0.00	0.00	0.00	0.00
Tax Redemptions	3421	0.00	0.00	0.00	0.00
Interest on Investments	3431	0.00	1,737.29	0.00	1,737.29
Increase (Decrease) FMV of Investments	3433	0.00	0.00	0.00	0.00
Miscellaneous Local Sources	3490	0.00	0.00	0.00	0.00
Impact Fees	3496	0.00	0.00	0.00	0.00
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00
Proceeds of Certificates of Participation/QSCBs	3750	0.00	0.00	0.00	0.00
Premium on Sale of Bonds and COPS	3790	0.00	0.00	0.00	0.00
<b>Fund Equity</b>	<b>2700</b>	<b>1,500,156.84</b>	<b>0.00</b>	<b>0.00</b>	<b>1,500,156.84</b>
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	37,249.49	43,100.00	0.00	80,349.49
Furniture / Fixtures / Equipment	7400 - 640	0.00	0.00	0.00	0.00
Motor Vehicles	7400 - 650	0.00	0.00	0.00	0.00
Land	7400 - 660	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	0.00	0.00	0.00	0.00
Remodeling & Renovations	7400 - 680	1,462,907.35	0.00	41,362.71	1,421,544.64
Computer Software	7400 - 690	0.00	0.00	0.00	0.00
Debt Services	9200 - 730	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	0.00	0.00	0.00	0.00
Transfer to Debt Service Fund	9700 - 920	0.00	0.00	0.00	0.00
Restricted Fund Balance	2700	0.00	0.00	0.00	0.00
<b>Totals</b>		<b>1,500,156.84</b>	<b>43,100.00</b>	<b>41,362.71</b>	<b>1,501,894.13</b>

Adopted By Board: \_\_\_\_\_ June 25, 2013

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 District Superintendent's Signature

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 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 Qualified School Construction Bonds Series 2010  
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		10,893,969.12	23,824.63	0.00	10,917,793.75
CO & DS Distributed	3321	0.00	0.00	0.00	0.00
PECO Funds	3391	0.00	0.00	0.00	0.00
Classrooms for Kids	3396	0.00	0.00	0.00	0.00
Charter School Capital Outlay	3397	0.00	0.00	0.00	0.00
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00
Local Capital Improvement Tax	3413	0.00	0.00	0.00	0.00
Tax Redemptions	3421	0.00	0.00	0.00	0.00
Interest on Investments	3431	0.00	23,824.63	0.00	23,824.63
Increase (Decrease) FMV of Investments	3433	0.00	0.00	0.00	0.00
Miscellaneous Local Sources	3490	0.00	0.00	0.00	0.00
Impact Fees	3496	0.00	0.00	0.00	0.00
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00
Proceeds of Certificates of Participation/QSCBs	3750	0.00	0.00	0.00	0.00
Premium on Sale of Bonds and COPS	3790	0.00	0.00	0.00	0.00
Fund Equity	2700	10,893,969.12	0.00	0.00	10,893,969.12
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Library Books	7400 - 610	54,947.31	0.00	0.00	54,947.31
Buildings & Fixed Equipment	7400 - 630	10,055,151.90	26,002.77	0.00	10,081,154.67
Furniture / Fixtures / Equipment	7400 - 640	622,557.88	0.00	2,178.14	620,379.74
Motor Vehicles	7400 - 650	0.00	0.00	0.00	0.00
Land	7400 - 660	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	161,312.03	0.00	0.00	161,312.03
Remodeling & Renovations	7400 - 680	0.00	0.00	0.00	0.00
Computer Software	7400 - 690	0.00	0.00	0.00	0.00
Debt Services	9200 - 730	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	0.00	0.00	0.00	0.00
Transfer to Debt Service Fund	9700 - 920	0.00	0.00	0.00	0.00
Restricted Fund Balance	2700	0.00	0.00	0.00	0.00
<b>Totals</b>		10,893,969.12	26,002.77	2,178.14	10,917,793.75

Adopted By Board: \_\_\_\_\_ June 25, 2013

District Superintendent's Signature

*[Handwritten Signature]*  
 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 Other Capital Funds  
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		7,492,331.22	207,344.60	60.01	7,699,615.81
CO & DS Distributed	3321	0.00	0.00	0.00	0.00
PECO Funds	3391	0.00	0.00	0.00	0.00
Classrooms for Kids	3396	0.00	0.00	0.00	0.00
Charter School Capital Outlay	3397	800,136.00	0.00	0.00	800,136.00
Miscellaneous State Source	3399	28,054.90	0.00	60.01	27,994.89
Local Capital Improvement Tax	3413	0.00	0.00	0.00	0.00
Tax Redemptions	3421	0.00	0.00	0.00	0.00
Interest on Investments	3431	8,099.08	2,289.60	0.00	10,388.68
Increase (Decrease) FMV of Investments	3433	0.00	0.00	0.00	0.00
Miscellaneous Local Sources	3490	128,594.00	0.00	0.00	128,594.00
Impact Fees	3496	437,470.36	205,055.00	0.00	642,525.36
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00
Proceeds of Certificates of Participation/QSCBs	3750	0.00	0.00	0.00	0.00
Premium on Sale of Bonds and COPS	3790	0.00	0.00	0.00	0.00
Fund Equity	2700	6,089,976.88	0.00	0.00	6,089,976.88
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	6,348,780.70	207,284.59	0.00	6,556,065.29
Furniture / Fixtures / Equipment	7400 - 640	29,659.86	10.00	0.00	29,669.86
Motor Vehicles	7400 - 650	0.00	0.00	0.00	0.00
Land	7400 - 660	1,250.00	0.00	0.00	1,250.00
Improvements Other Than Bldgs.	7400 - 670	55,114.19	3,356.20	0.00	58,470.39
Remodeling & Renovations	7400 - 680	128,096.47	0.00	3,356.20	124,740.27
Computer Software	7400 - 690	700.00	0.00	10.00	690.00
Debt Services	9200 - 730	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	800,136.00	0.00	0.00	800,136.00
Transfer to Debt Service Fund	9700 - 920	128,594.00	0.00	0.00	128,594.00
Restricted Fund Balance	2700	0.00	0.00	0.00	0.00
<b>Totals</b>		7,492,331.22	210,650.79	3,366.20	7,699,615.81

Adopted By Board: \_\_\_\_\_ June 25, 2013

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

*[Handwritten Signature]*  
 6-11-13

School District of Indian River County  
Amendment to District School Budget FY 2012-2013  
Amendment #3 – Special Revenue Other

There was a net Increase in Estimated Revenue during the period May 1-May31, 2013 of \$143,539.49 as discussed below:

Title II

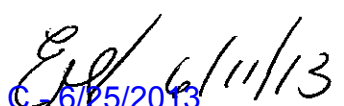
143,539.49 Budget Increase for Certified Roll from Florida Department of Education on Project Award Notification (PAN) dated 4/26/13 for Title II Teacher Training – FY13

\$ 143,539.49 Total Net Change in Estimated Revenue for the period  
May 1 – May 31, 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 May 31, 2013

  
6/11/13

  
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. 3 Consolidated  
 Special Revenue - Other

ESTIMATED REVENUE					
	Revenue Code	Present Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		14,091,183.59	143,539.49	0.00	14,234,723.08
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	143,539.49	0.00	1,040,982.98
Individuals with Disabilities Education Act	3230	4,418,702.09	0.00	0.00	4,418,702.09
Title I	3240	7,195,879.44	0.00	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	32,930.00	0.00	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	7,753,840.44	45,651.15	0.00	7,799,491.59
Pupil Personnel Services	6100	1,215,587.74	0.00	7,737.02	1,207,850.72
Instructional Media Services	6200	0.00	0.00	0.00	0.00
Instructional & Curriculum Development	6300	1,943,110.83	0.00	0.00	1,943,110.83
Instructional Staff Training	6400	1,394,583.37	138,502.90	0.00	1,533,086.27
Instructional Related Technology	6500	17,203.53	0.00	0.00	17,203.53
General Administration	7200	519,812.73	1,129.96	0.00	520,942.69
School Administration	7300	27,919.16	0.00	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	127,760.00	0.00	0.00	127,760.00
Transportation Services	7800	745,653.36	0.00	33,807.50	711,845.86
Administrative Technology Services	8200	7,500.00	0.00	0.00	7,500.00
Community Services	9100	338,212.43	0.00	200.00	338,012.43
<b>Totals</b>		14,091,183.59	185,284.01	41,744.52	14,234,723.08

Adopted By Board: \_\_\_\_\_ June 25, 2013

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

*(Handwritten Signature)*  
 6/11/13  
*(Handwritten Signature)*  
 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. 3 - Special Revenue - Other  
 Special Revenue - Other**

STATED REVENUE					
	Revenue Code	Present Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		13,564,578.85	143,539.49	0.00	13,708,118.34
Vocational Education Acts	3201	186,176.67	0.00	0.00	186,176.67
Eisenhower Math and Science (Title II)	3226	897,443.49	143,539.49	0.00	1,040,982.98
Individuals with Disabilities Education Act	3230	4,418,702.09	0.00	0.00	4,418,702.09
Title I	3240	7,195,879.44	0.00	0.00	7,195,879.44
Adult General Education	3251	217,406.99	0.00	0.00	217,406.99
Federal Through State	3280	32,930.00	0.00	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	7,666,840.44	45,651.15	0.00	7,712,491.59
Pupil Personnel Services	6100	1,205,587.74	0.00	7,737.02	1,197,850.72
Instructional & Media Services	6200	0.00	0.00	0.00	0.00
Instructional & Curriculum Development	6300	1,860,960.83	0.00	0.00	1,860,960.83
Instructional Staff Training	6400	1,200,469.54	138,502.90	0.00	1,338,972.44
General Administration	7200	518,935.35	1,129.96	0.00	520,065.31
School Administration	7300	27,919.16	0.00	0.00	27,919.16
Transportation Services	7800	745,653.36	0.00	33,807.50	711,845.86
Community Services	9100	338,212.43	0.00	200.00	338,012.43
<b>Totals</b>		13,564,578.85	185,284.01	41,744.52	13,708,118.34

Adopted By Board: \_\_\_\_\_ June 25, 2013

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

*(Signature)*  
 6/11/13  
 6/25/13  
 6-25-13

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

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 AMENDMENT No. 3 - Race to the Top  
 Special Revenue - Other**

<b>ESTIMATED REVENUE</b>					
	Revenue Code	Present Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		526,604.74	0.00	0.00	526,604.74
Race To The Top	3214	526,604.74	0.00	0.00	526,604.74
<b>APPROPRIATIONS</b>					
	Function	Present Budget	Increase	Decrease	Revised Budget
Instructional Services	5000	87,000.00	0.00	0.00	87,000.00
Pupil Personnel Services	6100	10,000.00	0.00	0.00	10,000.00
Instructional and Curr. Development Srv.	6300	82,150.00	0.00	0.00	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	127,760.00	0.00	0.00	127,760.00
Administrative Technology Services	8200	7,500.00	0.00	0.00	7,500.00
<b>Totals</b>		526,604.74	0.00	0.00	526,604.74

Adopted By Board: \_\_\_\_\_ June 25, 2013

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

*(Signature)*  
 6/11/13  
*(Signature)*  
 6/11/13

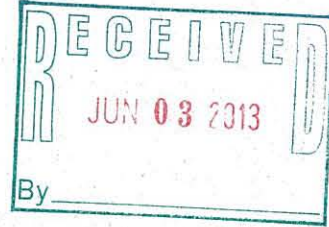
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# SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

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

57



Date : May 28, 2013  
To : School Board Members  
From : Todd Racine, Principal  
Sebastian River High School  
Regarding: Donation

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

The funds will be used for purchasing a vehicle for the use of student instruction and training. These funds were deposited into Sebastian River High school's internal funds account, titled automotive.

Sincerely,

A handwritten signature in black ink that reads "Todd Racine".

Todd Racine  
Principal

*"You Can't Hide That Shark Pride"*

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



School District of Indian River County



# SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

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



Date : June 4, 2013  
To : School Board Members  
From : Todd Racine, Principal  
Sebastian River High School  
Regarding: Donation

A donation of \$5,500.00 was received from The Education Foundation of Indian River County. The funds were donated to Sebastian River High School's automotive department.

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

Sincerely,

A handwritten signature in cursive that reads "Todd Racine".

Todd Racine  
Principal

*"You Can't Hide That Shark Pride"*

Todd Racine  
Principal

Dariyall Brown  
Assistant Principal

Jessica Keaton  
Assistant Principal

Kelly Ward  
Assistant Principal

William Wilson III  
Assistant Principal

Stephanie Cleveland  
Guidance Counselor

Kim O'Keefe  
Guidance Counselor

Wendy Palmer  
Guidance Counselor

Lynn Phillips  
Guidance Counselor

Enrique Valencia  
Guidance Counselor



School District of Indian River County



# Wabasso School

8895 U. S. 1 ♦ Sebastian, Florida 32958

Telephone: (772) 978-8000 ♦ Fax: (772) 978-8028

Dr. Tom Gollery, Principal

May 30, 2013

Indian River County School Board  
1990 25<sup>th</sup> Street  
Vero Beach, Fl. 32960  
772-564-3000



Dear School Board Members:

*This letter is written to notify your members of a donation that Wabasso School has received of \$ 1000.00 from The Fraternal Order of Eagles Aerie & Aux #4374.*

*All donated funds have been deposited in to the internal account and will be used to support efforts to enrich the educational experiences of our special needs student body. Please contact me if you have any questions regarding this notification of the donation.*

Thank you,

Tom Gollery  
Principal

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SURPLUS PROPERTY RECORDS  
AUCTION ITEMS - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT ORIG VAL	ACCUM DEPR	CURR VAL	GL	FUND	SERIAL	ACQ	ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
00058741	CUTTER/MIXER	ANLIKER-VEG CUT	1,429.00	1,429.00	.00	1340	530	051887J33		07/24/1987	73730	9999	00	ACT8	FS
00059272	SAFE	MOSLER	1,050.00	1,050.00	.00	1340	500			08/20/1987	00001	9999	00	ACT8	00
00063083	FOOD WARMER	SHELLEY	1,000.00	1,000.00	.00	1340	530	85J-04115		08/07/1985		9999	00	ACT8	FS
00063931	CUTTER/MIXER (FOOD)	HOBART	6,631.90	6,631.90	.00	1340	530	31-496-091		06/07/1991	85433	9999	00	ACT8	FS
00064068	COUNTER	SHELLEY-HOT FOO	3,250.53	3,250.54	.01	1340	530	557075922SM		02/24/1992	95326	9999	00	ACT8	FS
00065817	MIXER	HOBART 60QT. W/	8,470.00	8,470.00	.00	1340	530	11-1011-327		01/14/1994	20166	9999	00	ACT8	FS
00066997	STEAMER	CLEVELAND/ELECT	6,678.00	6,678.00	.00	1340	530	WC2661294I01		10/31/1994	38189	9999	00	ACT8	FS
00070582	PLATE MAKER	ITEK 613S SILVE	9,930.65	9,930.65	.00	1340	530	2143		09/20/1996	80158	9999	00	ACT8	FS
00075719	HOBART SLICER		2,418.62	2,418.62	.00	1340	541	561-140-300		01/16/2001	00106890	9999	00	ACT8	FS
00076227	HOBART SLICER		2,418.00	2,418.00	.00	1340	541			01/16/2001	00105572	9999	00	ACT8	FS
00078039	GENERAL SLICING	FOOD PROCESSOR	1,292.00	1,292.00	.00	1340	541	040802BV004		05/31/2002	00210348	9999	00	ACT8	FS
00078127	HOBART MICROBAN	FOOD SLICER	2,648.00	2,648.00	.00	1340	541	56-1161112		06/30/2002	00211162	9999	00	ACT8	FS
00078225	HOBART 60QT	PLANETARY MIXER	9,738.00	9,738.00	.00	1340	541	31-1263-612		06/30/2002	00211162	9999	00	ACT8	FS
00079926	DOYON VERTICAL MIXER	40QT/20SPEEDS	4,329.76	4,329.76	.00	1340	541	717		12/08/2003	00310762	9999	00	ACT8	FS
00080339	CRESCOR 18 MODEL H13	HOLDING PROOFIN	2,333.00	2,041.38	291.62	1340	541	JADJ43988680		10/20/2003	00402267	9999	00	ACT8	FS
00082997	MIXER STANDARD FINIS	HOBART 400T ACC	13,375.00	11,623.51	1,751.49	1340	530	31-1367-039		06/30/2006	00603227	9999	00	ACT8	FS
00083000	HOBART SLICER		4,785.00	4,158.39	626.61	1340	530	S6-1223-923		06/30/2006	00603227	9999	00	ACT8	FS
00085338	FOOD CUTTER/MIXER, 2	HOBART HCM 450	2,034.00	1,138.07	895.93	1340	530	31-502-217		08/20/2008	00810713	9999	00	ACT8	FS
00086387	SLICER, 2 SPEED AUTO	SHEET GLOBE (AR	4,859.34	1,561.93	3,297.41	1340	543	3851518		04/30/2010	01005665	9999	00	ACT8	FS
	TOTAL	19 RECORDS	88,670.80	81,807.75	6,863.05										

\* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

SURPLUS PROPERTY RECORDS  
EQUIPMENT TO RECYCLE - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT ORIG VAL	ACCUM DEPR	CURR VAL	GL	FUND	SERIAL	ACQ	ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
00081160	2U RACKMOUNT CHASSIS	JACKSON -COMP S	4,004.82	4,004.82	.00	1383	530	F14102A3500201		04/19/2004	00410333	9999	00	RCY8	NT
00082039	OPTIPLEX GX280 SM MI	3.0GHZ 1M 800 F	1,224.88	1,224.88	.00	1383	530	G1H6H71		05/16/2005	00509272	9999	00	RCY8	
00082493	ADMIN DESKTOP 1 DELL	630/3GHZ 2M 800	1,165.00	1,165.00	.00	1383	530	J5BN491		02/21/2006	00606237	9999	00	RCY8	
00084204	ULTRA SLIM DESKTOP P	1GB HARD DRIVE	1,082.00	1,082.00	.00	1383	500	ZUA7231GFB		06/28/2007	00710342	9999	00	RCY8	
00084205	HP ULTRA SLIM DESKTO	3.4GHZ 1GB 80GB	1,082.00	1,082.00	.00	1383	500	ZUA7231GFG		06/28/2007	00710342	9999	00	RCY8	
00084208	HP ULTRA SLIM DESKTO	3.4GHZ 1GB 80GB	1,082.00	1,082.00	.00	1383	500	ZUA7231GFC		06/28/2007	00710342	9999	00	RCY8	
00084209	HP ULTRA SLIM DESKTO	3.4GHZ 1GB 80GB	1,082.00	1,082.00	.00	1383	500	ZUA7231GPH		06/28/2007	00710342	9999	00	RCY8	
00084210	HP ULTRA SLIM DESKTO	3.4GHZ 1GB 80GB	1,082.00	1,082.00	.00	1383	500	ZUA7231GFM		06/28/2007	00710342	9999	00	RCY8	
00084211	HP ULTRA SLIM DESKTO	3.4GHZ 1GB 80GB	1,082.00	1,082.00	.00	1383	500	ZUA7231GFR		06/28/2007	00710342	9999	00	RCY8	
00084213	HP ULTRA SLIM DESKTO	3.4GHZ 1GB 80GB	1,082.00	1,082.00	.00	1383	500	ZUA7231GFJ		06/28/2007	00710342	9999	00	RCY8	
00084214	HP ULTRA SLIM DESKTO	3.4GHZ 1GB 80GB	1,082.00	1,082.00	.00	1383	500	ZUA7231GFN		06/28/2007	00710342	9999	00	RCY8	
00084216	HP ULTRA SLIM DESKTO	3.4GHZ 1GB 80GB	1,082.00	1,082.00	.00	1383	500	ZUA7231GFF		06/28/2007	00710342	9999	00	RCY8	
00084217	HP ULTRA SLIM DESKTO	3.4GHZ 1GB 80GB	1,082.00	1,082.00	.00	1383	500	ZUA7231GFK		06/28/2007	00710342	9999	00	RCY8	
00084218	HP ULTRA SLIM DESKTO	3.4GHZ 1GB 80GB	1,082.00	1,082.00	.00	1383	500	ZUA7231GFP		06/28/2007	00710342	9999	00	RCY8	
00084219	HP ULTRA SLIM DESKTO	3.4GHZ 1GB 80GB	1,082.00	1,082.00	.00	1383	500	ZUA7231GFT		06/28/2007	00710342	9999	00	RCY8	
00085329	HP T7500 LAPTOP 1GB	BOARD DOCS	1,320.00	968.00	352.00	1383	530	CNU833OTHN		11/05/2008	00902062	9999	00	RCY8	
TOTAL			16 RECORDS	20,698.70	20,346.70	352.00									

\* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

PROPERTY RECORDS  
 INVENTORY RECONCILIATION FY2012/2013  
 BUILDING DEPARTMENT

**\*DELETIONS-PENDING BOARD APPROVAL**

PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
82070	COMPUTER UNIT	OPTIPLEX GX280 T	3N46J71	MISSING	05/23/05	\$ 1,224.88	\$ -	530	1383
<b>TOTAL</b>						<b>\$ 1,224.88</b>	<b>\$ -</b>	<b>1</b>	<b>COUNT</b>
<b>TOTAL ACQUISITION COST</b>						<b>\$ 1,224.88</b>			
<b>TOTAL CURRENT VALUE</b>							<b>\$ -</b>		
<b>TOTAL COUNT</b>								<b>1</b>	



PROPERTY RECORDS  
INVENTORY RECONCILIATION FY2012/2013  
COMPUTER SERVICES

**\*DELETIONS-PENDING BOARD APPROVAL**

PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
85346	COMMUNICATION DEVICE	DUAL RADIO ACESS POINT	3308A9302000CE605E09	TRADED IN / RUCKUS WIRELESS, INC.	12/10/08	\$1,074.60	\$304.47	530	1383
85348	COMMUNICATION DEVICE	DUAL RADIO ACESS POINT	3308AP302000CE605EOF	TRADED IN / RUCKUS WIRELESS, INC.	12/10/08	\$1,074.60	\$304.47	530	1383
85655	COMMUNICATION DEVICE	DUAL RADIO ACESS POINT	3308A9302000CE605E04	TRADED IN / RUCKUS WIRELESS, INC.	02/12/09	\$1,074.60	\$340.29	530	1383
<b>TOTAL</b>						<b>\$3,223.80</b>	<b>\$949.23</b>	<b>3</b>	<b>COUNT</b>
<b>TOTAL ACQUISITION COST</b>						<b>\$3,223.80</b>			
<b>TOTAL CURRENT VALUE</b>							<b>\$949.23</b>		
<b>TOTAL COUNT</b>								<b>3</b>	

**PROPERTY RECORDS  
INVENTORY RECONCILIATION FY2012/2013  
DISTRICT TV STUDIO**

<b>*DELETIONS-PENDING BOARD APPROVAL</b>										
<b>PR #</b>	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>SERIAL #</b>	<b>REASON</b>	<b>ACQUIS. DATE</b>	<b>AQUIS. COST</b>	<b>CURRENT VALUE</b>	<b>FUND</b>	<b>-GL-</b>	
84832	TELEVISION	HP 47" LCD TV 1080-P	MX4805COOA	STOLEN CASE# 2012-00024115	05/12/08	\$ 1,224.88	\$ 249.90	530	1340	
<b>TOTAL</b>						<b>\$ 1,224.88</b>	<b>\$ 249.90</b>	<b>1</b>	<b>COUNT</b>	
<b>TOTAL ACQUISITION COST</b>						<b>\$ 1,224.88</b>				
<b>TOTAL CURRENT VALUE</b>							<b>\$ 249.90</b>			
<b>TOTAL COUNT</b>										<b>1</b>

**PROPERTY RECORDS  
INVENTORY RECONCILIATION FY2012/2013  
DODGERTOWN**

**\*DELETIONS-PENDING BOARD APPROVAL**

PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-	
82355	PROJECTOR	TOSHIBA LUMENS XGA 2200	41550284	STOLEN CASE#2013-00007641	10/10/05	\$1,755.99	\$0.00	530	1383	
						<b>TOTAL</b>	<b>\$1,755.99</b>	<b>\$0.00</b>	<b>1</b>	<b>COUNT</b>
						<b>TOTAL ACQUISITION COST</b>	<b>\$1,755.99</b>			
						<b>TOTAL CURRENT VALUE</b>		<b>\$0.00</b>		
						<b>TOTAL COUNT</b>			<b>1</b>	



**PROPERTY RECORDS  
INVENTORY RECONCILIATION FY2012/2013  
FOOD SERVICE**

**\*DELETIONS-PENDING BOARD APPROVAL**

PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
58739	CUTTER/MIXER	ANLINKER VEG CUTTER	N/A	SCRAPPED BEYOND REPAIR-GLENDALE	07/24/87	\$ 1,369.00	\$ -	530	1340
63179	SINK	TRIPLE STAINLESS	N/A	SCRAPPED-OSCEOLA CAFÉ REMODELED	05/10/82	\$ 3,000.00	\$ -	530	1340
63180	SINK	DOUBLE STAINLESS	N/A	SCRAPPED-OSCEOLA CAFÉ REMODELED	05/10/82	\$ 4,000.00	\$ -	530	1340
65488	STEAMER	CLEVELAND/CONVECTION	22656 93K 01	SCRAPPED BEYOND REPAIR-OSCEOLA	11/30/93	\$ 4,574.50	\$ -	530	1340
70131	FOOD SLICER	BERKEL AUTO SLICER	0111 28309	SCRAPPED BEYOND REPAIR-VBE DEMO	10/31/95	\$ 1,595.00	\$ -	541	1340
74427	MESSAGE BOARD	ALPHA BIG DOT ELECTRONIC	AW0010809	SCRAPPED OSCEOLA DEMO	04/14/00	\$ 1,034.86	\$ -	530	1340
76861	ICE MACHINE	MANITOW CUBER W/ BIN	10565607	SCRAPPED BEYOND REPAIR-GMS	09/24/01	\$ 2,110.00	\$ -	541	1340
78638	SINK	3 COMPARTMENT SINK	N/A	SCRAPPED VBE DEMO	04/08/02	\$ 2,800.00	\$ -	541	1340
80043	ICE MACHINE	MANITOW CUBER W/ BIN	30763313	SCRAPPED BEYOND REPAIR-GLENDALE	09/30/03	\$ 2,252.72	\$ -	541	1340
81123	DESK	L-SHAPED	N/A	SCRAPPED VBE DEMO MANAGER OFFC	10/27/03	\$ 1,360.19	\$ -	541	1340
					<b>TOTAL</b>	<b>\$ 24,096.27</b>	<b>\$ -</b>	<b>10</b>	<b>COUNT</b>
					<b>TOTAL ACQUISITION COST</b>	<b>\$ 24,096.27</b>			
					<b>TOTAL CURRENT VALUE</b>		<b>\$ -</b>		
					<b>TOTAL COUNT</b>			<b>10</b>	

PROPERTY RECORDS  
 INVENTORY RECONCILIATION FY2012/2013  
 FRESHMAN LEARNING CENTER

\*DELETIONS-PENDING BOARD APPROVAL

PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
82743	PROJECTOR	BENQ 2200 LUMEN XGA DLP	PD7260308SSUO	MISSING	05/22/06	\$1,325.15	\$0.00	530	1340
<b>TOTAL</b>						<b>\$1,325.15</b>	<b>\$0.00</b>	<b>1</b>	<b>COUNT</b>
TOTAL ACQUISITION COST						\$1,325.15			
TOTAL CURRENT VALUE							\$0.00		
TOTAL COUNT								<b>1</b>	

PROPERTY RECORDS  
 INVENTORY RECONCILIATION FY2012/2013  
 INSTRUCTIONAL DIVISION

**\*DELETIONS-PENDING BOARD APPROVAL**

PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
73569	SOFTWARE	NCS SURVEY WINDOWS SCN	N/A	OBSOLETE	03/31/99	\$ 1,425.00	\$ -	500	1382
<b>TOTAL</b>						<b>\$ 1,425.00</b>	<b>\$ -</b>	<b>1</b>	<b>COUNT</b>
TOTAL ACQUISITION COST						\$ 1,425.00			
TOTAL CURRENT VALUE							\$ -		
TOTAL COUNT								1	

**PROPERTY RECORDS**  
**INVENTORY RECONCILIATION FY2012/2013**  
**LIBERTY MAGNET**

**\*DELETIONS-PENDING BOARD APPROVAL**

PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-	
83749	SPEAKER SYSTEM	INFRARED AUDIO ULTP2000 SYSTEM	11556-114	MISSING	08/31/06	\$1,643.00	\$0.00	530	1340	
						<b>TOTAL</b>	<b>\$1,643.00</b>	<b>\$0.00</b>	<b>1</b>	<b>COUNT</b>
						<b>TOTAL ACQUISITION COST</b>		<b>\$1,643.00</b>		
						<b>TOTAL CURRENT VALUE</b>		<b>\$0.00</b>		
						<b>TOTAL COUNT</b>			<b>1</b>	

**PROPERTY RECORDS  
INVENTORY RECONCILIATION FY2012/2013  
MAINTENANCE**

**\*DELETIONS-PENDING BOARD APPROVAL**

PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
80717	EXTRACTOR	WHITAKER GLS 15" FLOOR MA	42349	CANIBALIZED FOR PARTS	02/28/06	\$ 1,460.17	\$ -	530	1340
82747	TANK	1000 GAL LP TANK	R0519273	DEMO'D WITH BUILDING 2/2013	02/28/06	\$ 2,199.00	\$ 1,258.31	500	1340
<b>TOTAL</b>						<b>\$ 3,659.17</b>	<b>\$1,258.31</b>	<b>2</b>	<b>COUNT</b>
<b>TOTAL ACQUISITION COST</b>						<b>\$ 3,659.17</b>			
<b>TOTAL CURRENT VALUE</b>							<b>\$1,258.31</b>		
<b>TOTAL COUNT</b>								<b>2</b>	

**PROPERTY RECORDS  
INVENTORY RECONCILIATION FY2012/2013  
PELICAN ISLAND ELEMENTARY**

**\*DELETIONS-PENDING BOARD APPROVAL**

PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
77249	PROJECTOR	SHARP LCD	109324475	MISSING	01/07/02	\$3,994.00	\$0.00	500	1340
80974	COMPUTER	D800 LAPTOP	369QF41	MISSING	03/15/04	\$1,791.00	\$0.00	500	1383
81052	COMPUTER	D500 LAPTOP	B5ZHG41	MISSING	05/28/04	\$1,484.85	\$0.00	530	1383
<b>TOTAL</b>						<b>\$7,269.85</b>	<b>\$0.00</b>	<b>3</b>	<b>COUNT</b>
<b>TOTAL ACQUISITION COST</b>						<b>\$7,269.85</b>			
<b>TOTAL CURRENT VALUE</b>							<b>\$0.00</b>		
<b>TOTAL COUNT</b>								<b>3</b>	



**PROPERTY RECORDS  
INVENTORY RECONCILIATION FY2012/2013  
RISK MANAGEMENT**

**\*DELETIONS-PENDING BOARD APPROVAL**

PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
73283	RADIO	ERICSSON HANDHELD 800MHZ	UA30001S01	MISSING	01/31/01	\$1,350.00	\$0.00	530	1340
82278	RADIO	HAND HELD 800MHZ	9811895	MISSING	05/16/05	\$2,158.45	\$0.00	500	1340
82424	RADIO	HANDHELD EDACS80 870MHZ	9811434	MISSING	11/30/05	\$1,518.75	\$0.00	530	1340
					<b>TOTAL</b>	<b>\$5,027.20</b>	<b>\$0.00</b>	<b>3</b>	<b>COUNT</b>
					<b>TOTAL ACQUISITION COST</b>	<b>\$5,027.20</b>			
					<b>TOTAL CURRENT VALUE</b>		<b>\$0.00</b>		
					<b>TOTAL COUNT</b>			<b>3</b>	

**PROPERTY RECORDS  
INVENTORY RECONCILIATION FY2012/2013  
SEBASTIAN RIVER HIGH SCHOOL**

**\*DELETIONS-PENDING BOARD APPROVAL**

PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
73090	COMPUTER UNIT	IMAC W/NETWORK ADMIN CL	SG840C4ADFN	MISSING	12/03/98	\$ 1,199.00	\$ -	530	1383
73497	ICE MACHINE	MANITOWOC 570		BEYOND REPAIR/ONLY BIN REMAINS	02/11/99	\$ 2,350.00	\$ -	500	1340
74426	CAMCORDER	SONY DIGITAL 8	1074595	MISSING	04/14/00	\$ 1,264.00	\$ -	530	1340
74933	CAMCORDER	CANON DIGITAL	2070191284	MISSING	08/28/00	\$ 1,199.90	\$ -	542	1383
79238	COMPUTER UNIT	COMPAQ IPAQ COLOR	4G2BKVL2500Z	MISSING	01/16/03	\$ 1,974.95	\$ -	530	1383
81914	GOLF CART	USED 1997 CLUB CAR	A9707-559526	CANIBALIZED FOR PARTS	12/04/04	\$ 2,409.00	\$ 125.46	500	1340
82380	COMPUTER UNIT	LATITUDE PENTIUM LAPTOP	C1H4L81	MISSING	10/17/05	\$ 1,610.52	\$ -	530	1383
82546	TOOL BOX	SNAP ON INDUSTRIAL		MISSING	04/28/06	\$ 6,156.00	\$ 659.57	530	1340
84116	PROJECTOR	EPSON 82C 2000 LUMENS	GY8G6Y0522L	MISSING	02/20/07	\$ 2,396.50	\$ -	530	1383
<b>TOTAL</b>						<b>\$ 20,559.87</b>	<b>\$ 785.03</b>	<b>9</b>	<b>COUNT</b>
<b>TOTAL ACQUISITION COST</b>						<b>\$ 20,559.87</b>			
<b>TOTAL CURRENT VALUE</b>							<b>\$ 785.03</b>		
<b>TOTAL COUNT</b>								<b>9</b>	



**PROPERTY RECORDS  
INVENTORY RECONCILIATION FY2012/2013  
SEBASTIAN RIVER MIDDLE**

**\*DELETIONS-PENDING BOARD APPROVAL**

PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
80977	PROJECTOR	EPSON POWERLITE 54C LCD	V11H137020	MISSING	03/22/04	\$1,699.00	\$0.00	530	1383
<b>TOTAL</b>						<b>\$1,699.00</b>	<b>\$0.00</b>	<b>1</b>	<b>COUNT</b>
TOTAL ACQUISITION COST						\$1,699.00			
TOTAL CURRENT VALUE							\$0.00		
TOTAL COUNT								1	

**PROPERTY RECORDS  
INVENTORY RECONCILIATION FY2012/2013  
TRANSPORTATION**

**\*DELETIONS-PENDING BOARD APPROVAL**

PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
74963	COMPUTER	COMPAQ DESKPRO	6031DV96E885	MISSING (NOT RETURNED FROM LOAN)	09/25/00	\$1,273.00	\$0.00	530	1383
74966	COMPUTER	COMPAQ DESKPRO	6032DV96C500	MISSING (NOT RETURNED FROM LOAN)	09/25/00	\$1,273.00	\$0.00	530	1383
<b>TOTAL</b>						<b>\$2,546.00</b>	<b>\$0.00</b>	<b>2</b>	<b>COUNT</b>
<b>TOTAL ACQUISITION COST</b>						<b>\$2,546.00</b>			
<b>TOTAL CURRENT VALUE</b>							<b>\$0.00</b>		
<b>TOTAL COUNT</b>								<b>2</b>	

**PROPERTY RECORDS  
INVENTORY RECONCILIATION FY2012/2013  
VERO BEACH HIGH SCHOOL**

**\*DELETIONS-PENDING BOARD APPROVAL**

PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
83887	GOLF CART	2002 ELECTRIC YAMAHA	JRI-605546	STOLEN CASE# 2013-00076107	03/12/07	\$ 2,599.00	\$ 866.33	530	1340
82630	COMPUTER	HP INTEL LAPTOP	JW74L91	MISSING	04/17/06	\$ 1,220.00	\$ -	530	1383
					<b>TOTAL</b>	<b>\$3,819.00</b>	<b>\$866.33</b>	<b>2</b>	<b>COUNT</b>
					<b>TOTAL ACQUISITION COST</b>	<b>\$3,819.00</b>			
					<b>TOTAL CURRENT VALUE</b>		<b>\$866.33</b>		
					<b>TOTAL COUNT</b>			<b>2</b>	

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## Service Agreement

Company Address 32 West Center Street  
Midvale, UT 84047  
US

Created Date 6/4/2013  
Expiration Date 6/28/2013  
Quote Number 00004444

### Terms and Termination

The initial term of this Agreement shall begin, at the earliest, on the signing of this agreement, or the date a purchase order is received by SINET in the amount stated above, and shall continue for a period of one (1) year (the "Initial Term"). This agreement will automatically renew for two additional one (1) year terms (a "Renewal Term" and together with the Initial Term, the "Term"), unless either party delivers written notice of its intent not to renew no later than thirty (30) days prior to the end of the then current Term.

Years following the current term may be terminated without liability to the Customer when it is deemed to be in the best interest of the Customer to so act. Notification of termination must be in writing and issued by Customer's or authorized representative. Subsequent years' termination notices must be received no later than thirty (30) days prior to the end of the then current Term. All usage of PD 360 content in any form, whether through PD 360 or through any other means, is under a non-exclusive license that terminates upon termination of the Agreement. Notice of termination should be sent to: PD 360 Licenses, School Improvement Network, 32 West Center Street, Midvale, UT 84047; or faxed to 801-566-6885.

### Contact Information

Prepared By Bob Schaller  
E-mail bob.schaller@schoolimprovement.com

Contact Name Cheryl Conley  
Email cheryl.conley@indianriverschools.org

Bill To Name Indian River County School District  
Bill To 1990 25th Street  
Vero Beach, FL 32960  
USA

Ship To Name Indian River County School District  
Ship To 1990 25th Street  
Vero Beach, FL 32960  
USA

Product	Quantity	Sales Price	Total Price
CC 360	1.00	\$54,000.00	\$54,000.00
		Subtotal	\$54,000.00
		Grand Total	\$54,000.00

## Service Agreement

This Purchase and Pricing Agreement is valid for 45 days from the Effective Date unless accepted in writing with the expected purchase date and returned to SINET on or before the expiration date via mail or fax at 801-566-6885.

Purchase via (Check the desired option):

\_\_\_\_\_ Purchase Order Number: \_\_\_\_\_

Purchase Order Number will be mailed within fourteen days

\_\_\_\_\_ Check will be mailed within fourteen days

Indian River County School District

Date 6/5/2013

Signature: Cheryl Conley

Name: Cheryl Conley

Title: Coordinator of Professional  
Development

School Improvement Network

Date 6/6/2013

Signature: Bob Suttler

Name: BOB SUTTLER

Title: STRATEGIC PARTNER ADVISOR



## Service Agreement

Company Address 32 West Center Street  
 Midvale, UT 84047  
 US

Created Date 6/4/2013  
 Expiration Date 7/31/2013  
 Quote Number 00004470

### Terms and Termination

The initial term of this Agreement shall begin, at the earliest, on the signing of this agreement, or the date a purchase order is received by SINET in the amount stated above, and shall continue for a period of one (1) year (the "Initial Term"). This agreement will automatically renew for two additional one (1) year terms (a "Renewal Term" and together with the Initial Term, the "Term"), unless either party delivers written notice of its intent not to renew no later than thirty (30) days prior to the end of the then current Term.

Years following the current term may be terminated without liability to the Customer when it is deemed to be in the best interest of the Customer to so act. Notification of termination must be in writing and issued by Customer's or authorized representative. Subsequent years' termination notices must be received no later than thirty (30) days prior to the end of the then current Term. All usage of PD 360 content in any form, whether through PD 360 or through any other means, is under a non-exclusive license that terminates upon termination of the Agreement. Notice of termination should be sent to: PD 360 Licenses, School Improvement Network, 32 West Center Street, Midvale, UT 84047; or faxed to 801-566-6885.

### Contact Information

Prepared By Bob Schaller  
 E-mail bob.schaller@schoolimprovement.com

Contact Name Cheryl Conley  
 Email cheryl.conley@indianriverschools.org

Bill To Name Indian River County School District  
 Bill To 1990 25th Street  
 Vero Beach, FL 32960  
 USA

Ship To Name Indian River County School District  
 Ship To 1990 25th Street  
 Vero Beach, FL 32960  
 USA

Product	Quantity	Sales Price	Total Price
PD 360	1.00	\$54,000.00	\$54,000.00

Subtotal \$54,000.00  
 Grand Total \$54,000.00

## Service Agreement

This Purchase and Pricing Agreement is valid for 45 days from the Effective Date unless accepted in writing with the expected purchase date and returned to SINET on or before the expiration date via mail or fax at 801-566-6885.

Purchase via (Check the desired option):

\_\_\_\_\_ Purchase Order Number: \_\_\_\_\_

Purchase Order Number will be mailed within fourteen days

\_\_\_\_\_ Check will be mailed within fourteen days

Indian River County School District

Date 6/5/2013

Signature: Cheryl Conley

Name: Cheryl Conley

Title: Coordinator of Professional  
Development

School Improvement Network

Date 6/6/2013

Signature: Bob Schaller

Name: BOB SCHALLER

Title: STRATEGIC PARTNER ADVISOR



**Letter of Agreement Between  
AmeriCorps St. Lucie, Indian River & Okeechobee Reads  
And Indian River County School Board**

The Purpose of this agreement is to place AmeriCorps member(s) at selected elementary schools to provide reading tutoring to selected students in grades K-3 who are reading below grade level as determined by testing or school personnel referrals. The goal of the program is to increase the reading skills of identified students through one-on-one tutoring.

**Under this agreement:**

1. Member(s) will also be assigned to tutor a specified number of hours per week according to a schedule to be determined by AmeriCorps and the School.
2. AmeriCorps member(s) will be assigned to be academic reading tutors for students in grades K-3. They will provide consistent, systematic, one-on-one tutoring services for selected students under the direction of School personnel.
3. AmeriCorps member(s) may not perform clerical duties except those that are incidental to their direct service activities. They may not fill in for absent employees, displace employees, or handle money.
4. AmeriCorps member(s) may not be solely responsible for a class at any time.
5. The School will designate a Site Coordinator to supervise and provide appropriate site orientation, training, and support for AmeriCorps member(s).
6. The School will release member(s) for all AmeriCorps required training, team meetings, and service conferences.
7. The School will verify Member hours by initialing and signing Member Timesheets. Signed Timesheets need to be ready for pick-up no later than 5<sup>th</sup> of the following month.
8. AmeriCorps St Lucie, Indian River & Okeechobee Reads will serve as the fiscal agent and overall administrator for the Grant.
9. AmeriCorps St Lucie, Indian River & Okeechobee Reads will provide overall supervision of the Grant and the AmeriCorps member(s), and will provide liaison and assistance to the School in support of Grant implementation.

**Prohibited Member Activities:**

At no time may the Member:

1. Engage in any activity that is illegal under local, state or federal law;
2. Engage in activities that pose a significant safety risk to others.
3. Engage in any activity as an AmeriCorps Member involving proselytizing or engaging in religious instruction, attempting to influence legislation or an election or aid a partisan political organization, helping or hindering union activity, or organizing or engaging in protest, petitions, boycotts, or strikes, or aiding a business organized for profit.

**Dates enforced: Grant year - August 1, 2013 through July 31, 2014**

  
\_\_\_\_\_  
CEO Big Brothers & Big Sisters of St. Lucie/  
Indian River/ Okeechobee Counties, Inc.

Date: 6/3/13\_\_\_\_\_

\_\_\_\_\_  
Superintendent  
Indian River County School Board

Date: \_\_\_\_\_

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SAFARI Montage  
 7 E. Wynnewood Road  
 Wynnewood, PA 19096  
 Web Site: www.safarimontage.com

Phone: 800-843-4549  
 Fax: 610-658-7119  
 Email: customersupport@safarimontage.com

**CUSTOMER QUOTE**

Quote: 3834  
 Quote Date: 05/10/2013  
 Page: 1 of 2

The Quote Number MUST BE REFERENCED on your PO or your shipment may be delayed.

<b>Bill To:</b> SCHOOL DISTRICT OF INDIAN RIVER COUNTY 1990 25TH ST VERO BEACH FL 32960 USA	<b>Sold To:</b> SCHOOL DISTRICT OF INDIAN RIVER COUNTY 1990 25TH ST VERO BEACH FL 32960 USA	<b>Account Executive:</b> Steve LeBoeuf sleboeuf@safarimontage.com
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**Quote Comment:**

Content renewal period: 07/01/2013 - 06/30/2014

Qty	Part #	Description	List Price	Disc. Price	Savings	Total
<b>Content</b>						
3	G129802R	9-12 Super Core Package (2011) (Renewal)	\$2,195.00	\$2,195.00	\$0.00	\$6,585.00
2	G120401R	Algebra'scool Content Package (Renewal)	\$500.00	\$500.00	\$0.00	\$1,000.00
2	G120801R	Math'scool Content Package (Renewal)	\$500.00	\$500.00	\$0.00	\$1,000.00
2	G979101R	Video Ency 20th Century Content Package (Renewal)	\$295.00	\$295.00	\$0.00	\$590.00
18	G198001R	K-8 Super Core (2012)(Renewal)	\$1,250.00	\$1,250.00	\$0.00	\$22,500.00

<b>Content:</b>	<b>\$0.00</b>	<b>\$31,675.00</b>
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PLEASE NOTE: All figures are quoted in U.S. Dollars		<b>TOTAL:</b>	<b>\$0.00</b>	<b>\$31,675.00</b>
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Total Savings      Grand Total

<b>MAIL/FAX ORDERS TO:</b> SAFARI Montage Corporate Office	<b>Address:</b> P.O. Box 580 7 East Wynnewood Road Wynnewood, PA 19096	<b>Fax:</b> 610-658-7119
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**CUSTOMER QUOTE**

SAFARI Montage  
7 E. Wynnewood Road  
Wynnewood, PA 19096  
Web Site: [www.safarimontage.com](http://www.safarimontage.com)

Phone: 800-843-4549  
Fax: 610-658-7119  
Email: [customersupport@safarimontage.com](mailto:customersupport@safarimontage.com)

Quote: 3834  
Quote Date: 05/10/2013  
Page: 2 of 2

The Quote Number MUST BE REFERENCED on your PO or your shipment may be delayed.

<b>Bill To:</b> SCHOOL DISTRICT OF INDIAN RIVER COUNTY 1990 25TH ST VERO BEACH FL 32960 USA	<b>Sold To:</b> SCHOOL DISTRICT OF INDIAN RIVER COUNTY 1990 25TH ST VERO BEACH FL 32960 USA	<b>Account Executive:</b> Steve LeBoeuf <a href="mailto:sleboeuf@safarimontage.com">sleboeuf@safarimontage.com</a>
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**Terms & Conditions**

To view the company's Software Upgrade Plan (SUP) or Extended Hardware Warranty (EHW) terms, please visit [SAFARIMontage.com](http://SAFARIMontage.com).

**General Terms and Conditions:**

This Quote is valid for sixty (60) days from the date set forth above. SAFARI Montage will have no obligation to fill the order unless and until SAFARI Montage accepts a corresponding Purchase Order from customer. SAFARI Montage shall have the right to substitute hardware, software, and/or content, if any, provided in this Quote. The terms controlling this Quote, and the provisor of all services and products hereunder, are explicitly set forth in the applicable software license(s), digital content license, terms and conditions, and warranties supplied by SAFARI Montage. The terms can also be found at [www.SAFARIMontage.com](http://www.SAFARIMontage.com). SAFARI Montage rejects any and all conflicting, additional or modifying terms in any Purchase Order or other Customer document. Delivery terms are set forth in the terms and conditions, reflecting, among other things, that additional charges may apply to rush orders. Credit cards are not accepted. Payment must be made by check, ACH or wire transfer. Certain SAFARI Montage products are available on a subscription, per site or other limited license basis, and may require additional licenses or renewal from time to time. Renewal subscriptions and additional licenses will be subject to the terms and conditions in effect at the time of purchase.

\*Products marked with an "\*" in the Description are (or are comprised of) products manufactured and branded by third parties, and are covered by accompanying third party warranties.

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Memorandum of Agreement  
Between  
Redlands Christian Migrant Association (RCMA)  
and  
The SCHOOL BOARD of Indian River County

Agreement made and entered in Indian River County, Florida this 11th day of June, 2013, by and between the SCHOOL BOARD of Indian River County hereinafter referred to as the SCHOOL BOARD and the Redlands Christian Migrant Association (RCMA) Child Development Centers, a non-profit organization.

Purpose:

The purpose of the agreement is to establish the responsibilities of the SCHOOL BOARD and RCMA Child Development Centers relative to services for preschool children with disabilities. Both the SCHOOL BOARD and RCMA Child Development Centers support the right of all children with disabilities to receive a free and appropriate public education including all necessary special education and related services in accordance with state and federal statutes and regulations.

Responsibilities:

The following terms and conditions are agreed to by the SCHOOL BOARD and RCMA Child Development Centers:

1. Screening and evaluation services will be provided to RCMA Child Development Centers children upon referral to the SCHOOL BOARD, Exceptional Student Education (ESE) Department consistent with SCHOOL BOARD procedures.
2. RCMA Child Development Centers is considered an appropriate placement for identified children with disabilities for whom placement in a self-contained preschool program special education classroom would not provide the least restrictive environment.
3. Placements will be considered for RCMA Child Development Centers preschool for children with disabilities when the Individual Education Plan (IEP) indicates the need for stimulation and socialization with non-disabled peers.

4. Staff members of RCMA Child Development Centers will participate in the development and implementation of the Individualized Educational Program (IEP) as appropriate. RCMA Child Development Centers will work cooperatively with the SCHOOL BOARD to achieve the goals and objectives listed in each child's IEP.
5. Therapy services provided by the SCHOOL BOARD may be at RCMA Child Development Centers or a place designated by the SCHOOL BOARD. Procedures will be consistent with those specified in the Special Programs and Procedures for Exceptional Students. Transportation will be provided by the SCHOOL BOARD if services are provided at a public school site.
6. Appropriate classroom space for provision of therapy services will be provided by RCMA Child Development Centers. Social services and parent involvement will be the responsibility of RCMA Child Development Centers, consistent with each child's IEP.
7. Children with disabilities served in RCMA Child Development Centers who receive therapy services provided by the SCHOOL BOARD will be considered dually enrolled in both agency programs. Records and reports will be shared by both agencies. Records and reports regarding or identifying students being served by both agencies pursuant to this Agreement shall be maintained as confidential to the fullest extent provided by federal law (FERPA) and Florida law (Section 1002.00, Florida Statutes). Confidentiality Procedural Safeguards will be maintained by securing appropriate parent release of information forms in accordance with the RCMA Child Development Centers Performance Standards and SCHOOL BOARD regulations.
8. RCMA Child Development Centers will refer to the SCHOOL BOARD any child in its program or screened by RCMA who is reasonably suspected as having a qualifying disability under Florida law or the Individuals With Disabilities Act.
9. RCMA Child Development Centers shall maintain, at its own expense, the insurance coverage, including workers' compensation coverage, required by the law of Florida and by regulations of the Florida

Department of Education. All insurance coverages (including but not limited to commercial general, errors and omissions, automobile and workers' compensation coverages) shall be established to the reasonable satisfaction of the SCHOOL BOARD. If the parties cannot agree as to a reasonable level of insurance coverage, then this Agreement may be terminated on 30 days notice for that reason. Additionally, RCMA Child Development Centers agrees to hold harmless and indemnify the SCHOOL BOARD of INDIAN RIVER COUNTY and its agents and employees, from and against any and all claims, lawsuits, and damages that arise out of the performance of this Agreement. To the extent that insurance is available, this obligation to hold harmless and indemnify may be satisfied by the proceeds of such available insurance coverage maintained by RCMA Child Development Centers.

10. In the event any of the provisions of this agreement are violated by RCMA Child Development Centers, the Superintendent or a designee shall give written notice to RCMA Child Development Centers stating the deficiencies and unless the deficiencies are corrected within the (10) days, recommendation will be made to the SCHOOL BOARD for immediate cancellation. Upon cancellation there under the School may pursue any and all legal remedies as provided herein and by law. The SCHOOL BOARD of Indian River County, Florida, reserves the right to terminate this agreement at any time and for any reason, upon giving thirty days prior written notice to the other party. If this agreement is terminated for convenience as provided herein, The SCHOOL BOARD shall be relieved of all obligations under this agreement.
11. RCMA Child Development Centers will comply with all applicable Federal and State civil rights and anti-discrimination Laws and Regulations, including but not limited to Title VI and VII, Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, as amended, (Non-Discrimination against handicapped), and Americans with Disabilities Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the

SCHOOL BOARD shall have the right to terminate this agreement for breach.

This agreement shall apply to children who meet enrollment criteria for RCMA Child Development Centers and are suspected or identified as disabled. It shall be effective July 1, 2013 and shall continue until June 30, 2014.

In Witness Whereof, and in consideration of the mutual promises set forth herein, this Agreement is made and entered into effective as of the date and year written above.

**SCHOOL BOARD**


\_\_\_\_\_  
**Chairman, Indian River County School Board**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Superintendent and Secretary to the School Board**

\_\_\_\_\_  
**Date**

**RCMA Child Development Centers:**

  
\_\_\_\_\_  
**RCMA Child Development Centers Program Coordinator  
Executive Director**

\_\_\_\_\_  
**Date**



## HEARING INTERPRETER SERVICES CONTRACT

AGREEMENT made this 11th day of June, 2013 by and between MARIE A. COLE, 1756 29<sup>th</sup> Avenue, Vero Beach, Florida 32960, hereinafter referred to as HEARING INTERPRETER and the SCHOOL BOARD OF INDIAN RIVER COUNTY, hereinafter referred to as SCHOOL BOARD, with an office and place of business at 1990 25th Street, Vero Beach, Florida 32960.

WHEREAS, HEARING INTERPRETER is duly qualified to practice in the State of Florida, and

WHEREAS, HEARING INTERPRETER desires to enter into a Professional Services Contract with the SCHOOL BOARD for furnishing of the following services to students of the Indian River County School system who qualify for such services as prescribed by the district procedures for providing Special Education upon the following terms and conditions.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is understood and agreed as follows:

1. This Contract for Professional Services is effective the 1st day of July, 2013 through June 30, 2014 unless sooner terminated. This Contract may be terminated by either party without cause, by the party that wishes to terminate the Agreement giving thirty (30) days written notice to the other, said notice being delivered by certified mail, fax, or email. In the event sent by fax or email, the notice shall also be sent by regular mail. In addition, the SCHOOL BOARD may terminate immediately for any breach of this Contract or action or inaction by the HEARING INTERPRETER that the Superintendent of Schools or the Executive Director of Exceptional Student Education and Student Services determine creates an unreasonable risk of harm or is detrimental to the interest of students. If the HEARING INTERPRETER is terminated, then the HEARING INTERPRETER shall have no remedy or recourse except for monies legitimately due to the HEARING INTERPRETER earned prior to the date of termination. If the SCHOOL BOARD terminates for an emergency breach as provided, then the maximum amount of recovery that the HEARING INTERPRETER may have against the SCHOOL BOARD shall be limited to the compensation, less her expenses in performing, that the HEARING INTERPRETER would have realized during the 30 day period of time following the date of termination.
2. HEARING INTERPRETER shall provide services at prescribed schools or at the office location on an as needed basis. Services shall be authorized by the SCHOOL BOARD representative.
3. This agreement shall be interpreted and implemented under the laws of the State of Florida and may not be changed, modified, altered, or amended, except by an instrument in writing signed by the parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed so that all of the remaining terms and provisions of the Agreement shall otherwise remain in full force and effect.
4. HEARING INTERPRETER shall indemnify and hold harmless the School District, SCHOOL BOARD, its officers, agents, and employees from any and all claims and

causes of action against this School District, SCHOOL BOARD, its officers, agents, and employees, arising out of the performance of this contract by the HEARING INTERPRETER. The policies of insurance naming the SCHOOL BOARD as an additional insured, pursuant to paragraph 5 of this Agreement, shall be available for satisfaction of the HEARING INTERPRETER'S financial obligation to indemnify and hold harmless the SCHOOL BOARD.

5. During the term of this Agreement, the HEARING INTERPRETER shall maintain the following insurance coverage in accordance with the required hereinafter stated:
  - i. Commercial general liability coverage with limits of at least \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate
  - ii. Automobile liability coverage of at least \$100,000.00.
  - iii. Professional liability or errors and omissions insurance with coverage of at least \$100,000.00.

The insurance shall be issued by insurers licensed and authorized to issue policies of insurance in Florida, and each policy required shall be issued by a carrier with a BEST rating of A+ or better. THE SCHOOL BOARD OF INDIAN RIVER COUNTY shall be named as an additional insured on each policy and the HEARING INTERPRETER shall provide certificates of insurance for each policy showing the addition of the SCHOOL BOARD as an additional insured, before beginning services under this contract. The SCHOOL BOARD does not waive sovereign immunity or the limits of liability pursuant to §768.27, Florida Statutes, except to the extent that insurance coverage pursuant to this Agreement shall be available to cover any loss. Otherwise, the SCHOOL BOARD maintains its sovereign immunity and the limits of its liability as set out in §768.28, Florida Statutes.

6. HEARING INTERPRETER shall be required to comply with FERPA and §1001.22, Florida Statutes. HEARING INTERPRETER shall access confidential student information on a "need to know basis." The HEARING INTERPRETER will comply with all applicable Federal and State civil rights and anti-discrimination Laws and Regulations, including but not limited to Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (Non-Discrimination against the Handicapped), and Americans with Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the District shall have the right to terminate this contract for breach.
7. The SCHOOL BOARD will authorize HEARING INTERPRETER to perform service on a case-by-case basis. The SCHOOL BOARD shall exercise no control over services provided by the HEARING INTERPRETER except to ensure the quality and appropriateness of services provided by the HEARING INTERPRETER to the SCHOOL BOARD.
8. Services by the HEARING INTERPRETER and authorized by the designated representative of the SCHOOL BOARD shall be compensated at the rate of \$26.00

per hour, 7 hours per day for 182 days. This will include ten (10) days of illness and or professional leave. HEARING INTERPRETER will be paid hourly rate for extra curricular activities with a minimum of two (2) hours.

9. In the event of any of the provisions of this contract are violated by the HEARING INTERPRETER, the Superintendent or his designee shall give written notice to the contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the SCHOOL BOARD for immediate cancellation. Upon cancellation hereunder the SCHOOL BOARD may pursue any and all legal remedies as provided herein by law. Venue of any dispute resolution/court action must be in Indian River County, Florida. The law of Florida will apply. The SCHOOL BOARD reserves the right to terminate this contract at any time and for just cause, upon giving thirty (30) days prior written notice to the HEARING INTERPRETER. If said contract should be terminated for convenience as provided herein, the SCHOOL BOARD shall be relieved of all obligations under said contract. The SCHOOL BOARD shall only be required to pay to the HEARING INTERPRETER that amount of the contract actually performed to the date of termination.
10. HEARING INTERPRETER shall provide proof of valid driver's license and automobile liability coverage in accordance with the requirements in paragraph 5 for insurance.
11. Educational Interpreter Evaluation (EIE) Certificate must be obtained and maintained.
12. The manager of any educational facility or designee shall have the right to direct the immediate removal of HEARING INTERPRETER from the facility for any reason determined in the discretion of such School District official.
13. HEARING INTERPRETER shall immediately report to the administrator's office upon arrival at educational facility for purposes allowable under this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective the day and year first above written.

SCHOOL BOARD OF INDIAN RIVER COUNTY

HEARING INTERPRETER

\_\_\_\_\_  
SCHOOL BOARD Chairman

*Marie Cole*  
\_\_\_\_\_  
Signature, Marie Cole

\_\_\_\_\_  
ATTEST: Superintendent of Schools

*Ellen [Signature]*  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

*5-23-13*  
\_\_\_\_\_  
Date

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**PHYSICAL THERAPY SERVICES  
CONTRACT**

AGREEMENT made this 11th day of June, 2013 by and between Physical Therapy Services of Indian River, Inc., located at 1831 Cayman Road E., Vero Beach, Florida 32963, hereinafter referred to as PHYSICAL THERAPIST, and SCHOOL BOARD OF INDIAN RIVER COUNTY, hereinafter referred to as SCHOOL BOARD, with an office and place of business at 1990 25th Street, Vero Beach, Florida 32960,

WHEREAS, PHYSICAL THERAPIST and persons employed by PHYSICAL THERAPIST are duly qualified to practice in the State of Florida, and,

WHEREAS, PHYSICAL THERAPIST desires to enter into Professional Service Contract with the SCHOOL BOARD for the furnishing of the following described services upon the following terms and conditions.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is understood and agreed as follows:

1. It shall be the obligation of the PHYSICAL THERAPIST to ensure that personnel employed by him to provide services to clients of SCHOOL BOARD are licensed in performance of their duties herein under throughout the terms of this Contract. This Professional Service Agreement shall not be assignable by the PHYSICAL THERAPIST without prior written approval of the SCHOOL BOARD. The PHYSICAL THERAPIST shall provide proof of current licensure to the SCHOOL BOARD.
2. It shall be the obligation of the PHYSICAL THERAPIST to ensure that any other physical therapists or physical therapy assistant employed by the PHYSICAL THERAPIST to provide services to SCHOOL BOARD client shall be licensed in the performance of his or her duties hereinafter throughout the terms of this Contract. The PHYSICAL THERAPIST shall provide proof of current licensure to the SCHOOL BOARD.
3. This Contract for Professional Services is effective the 1st day of July, 2013 and continues through June 30, 2014. In the event any of the provisions of this contract are violated by the PHYSICAL THERAPIST, the Superintendent or his designee shall give written notice, by certified mail, to the contractor stating the deficiencies, and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the SCHOOL BOARD for immediate cancellation. Upon cancellation hereunder the SCHOOL BOARD may pursue any and all legal remedies as provided herein and by law. Venue of any dispute resolution/court action must be in Indian River County, Florida. The law of Florida will apply. The SCHOOL BOARD reserves the right to terminate this

contract at any time and for any reason, upon giving thirty (30) days prior written notice to the PHYSICAL THERAPIST by certified mail. If said contract should be terminated for convenience as provided herein, the SCHOOL BOARD shall be relieved of all obligations under said contract. The SCHOOL BOARD shall only be required to pay to the PHYSICAL THERAPIST that amount of the contract actually performed to the date of termination. This Agreement may be renewed for successive periods of one school year by endorsement of each of the parties upon this Agreement. The BOARD reserves the right for immediate termination by SCHOOL BOARD if there is any breach or action by PHYSICAL THERAPIST or persons employed by him that is reasonably perceived by the District to create an unreasonable risk of harm or is detrimental to the interest of students.

4. The PHYSICAL THERAPIST and qualified persons employed by him shall provide physical therapy services at various schools of the SCHOOL BOARD on an as needed basis. Screenings, evaluations and therapy schedules shall be authorized by the SCHOOL BOARD representative. The PHYSICAL THERAPIST shall provide in-service education for staff and families and be available for required staffings upon request. The PHYSICAL THERAPIST shall maintain a log recording the time spent with the students. When a physical therapy assistant (RPTA) is employed by the PHYSICAL THERAPIST to provide direct services to SCHOOL BOARD students, supervision will be provided and documented by a PHYSICAL THERAPIST on a monthly basis.
5. During the term of this Agreement, the PHYSICAL THERAPIST shall maintain the following insurance coverage in accordance with the requirements hereinafter stated:
  - i. Commercial general liability coverage with limits of at least \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
  - ii. Automobile liability coverage of at least \$200,000.00 per occurrence; \$600,000.00 aggregate.
  - iii. Professional liability or errors and omissions insurance with coverage of at least \$100,000.00 per occurrence; \$300,000.00 aggregate.

The insurance shall be issued by insurers licensed and authorized to issue policies of insurance in Florida, and each policy required shall be issued by a carrier with a BEST rating of A+ or better. THE SCHOOL BOARD OF INDIAN RIVER COUNTY shall be named as an additional insured on each policy and the PHYSICAL THERAPIST shall provide certificates of insurance for each policy showing the SCHOOL BOARD as an additional insured, before beginning services under this contract. The SCHOOL BOARD does not waive sovereign immunity or the limits of liability pursuant to §768.27, Florida Statutes, except to the extent that insurance coverage pursuant to this Agreement shall be available to



cover any loss. Otherwise, the SCHOOL BOARD maintains its sovereign immunity and the limits of its liability as set out in §768.28, Florida Statutes.

6. Workers' compensation coverage as required by law shall be maintained by the PHYSICAL THERAPIST during the term of this Agreement, covering the Physical Therapist's employees and those persons with whom it contracts for the provision of services to the SCHOOL BOARD OF INDIAN RIVER COUNTY.
7. This Agreement shall be construed for all purposes under the laws of the State of Florida and may not be changed, modified, altered, or amended, except by an instrument in writing, signed by the parties to this Agreement. If any provision of the Agreement is declared void, such provision shall be deemed severed, so that all of the remaining terms and conditions of the Agreement shall otherwise remain in full force and effect.
8. PHYSICAL THERAPIST shall indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any and all claims and causes of actions against the School District, SCHOOL BOARD, its officers, agents, and employees arising out of the performance of this Contract by the PHYSICAL THERAPIST. The policies of insurance naming the School Board as an additional insured, pursuant to paragraphs 5 and 6 of this Agreement, shall insure the PHYSICAL THERAPIST'S financial obligation to indemnify and hold harmless the SCHOOL BOARD.
9. Failure of either party of the Agreement to object to or take affirmative action with respect to any comment of the other which is violative of the terms thereof, shall not be construed as a waiver thereof or of any future breach of subsequent misconduct.
10. PHYSICAL THERAPIST and persons employed by him shall be required to comply with FERPA and §1001.22, Florida Statutes. PHYSICAL THERAPIST and persons employed shall access confidential student information on a "need to know basis." The PHYSICAL THERAPIST will comply with all applicable Federal and State civil rights and anti-discrimination Laws and Regulations, including but not limited to Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (Non-Discrimination against Handicapped), and Americans with Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the District shall have the right to terminate this contract for breach.
11. The SCHOOL BOARD will authorize the PHYSICAL THERAPIST to perform its services on a case-by-case basis. The SCHOOL BOARD shall exercise no control over services provided by the PHYSICAL THERAPIST except to ensure the quality and appropriateness of services provided by the PHYSICAL THERAPIST to the SCHOOL BOARD.

12. PHYSICAL THERAPIST will provide services consistent with the highest degree of patient care and shall comply with all of the medical and ethical requirements imposed by the Florida State Department of Health, the Florida State Department of Education, and any other applicable regulatory agency.
13. Services provided by the PHYSICAL THERAPIST and authorized by the designated representative of the SCHOOL BOARD shall be compensated at the rate of \$60.00 per hour or a portion thereof prorated at one quarter of an hour of therapist's or technician's time. (Portion based following initial hourly rate and or consultation.) PHYSICAL THERAPIST will submit to the SCHOOL BOARD on a monthly basis logs of time spent and students in service delivery, and an invoice detailing charges for therapy time documentation (1/4 hour per student per month), and travel time. Not to exceed 7 hours per day for 182 days during the regular school year and not to exceed 5 hours per day for 30 days during Extended School Year.
14. The manager of any educational facility or designee shall have the right to direct the immediate removal of PHYSICAL THERAPIST or persons employed by him for any reason determined in the discretion of such School District official.
15. PHYSICAL THERAPIST or person employed by him must immediately report to the administrator's office upon arrival at educational facility for purposes allowable under this contract.

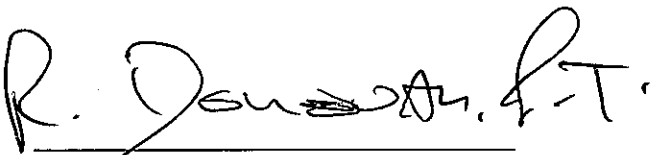
IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective the day and year first written.

SCHOOL BOARD OF INDIAN  
RIVER COUNTY

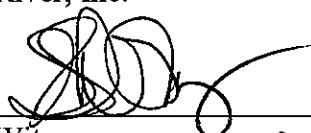
\_\_\_\_\_  
School Board Chairman

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date



\_\_\_\_\_  
Physical Therapy Services of Indian  
River, Inc.

  
\_\_\_\_\_  
Witness

6/3/13  
\_\_\_\_\_  
Date



# VERO BEACH HIGH SCHOOL

1707 16th Street, Vero Beach, Florida 32960

Mr. Shawn O'Keefe, Principal

March 8, 2013

RE: Request for Out-Of-State Trip

Dear Ms. Stang:

I am requesting School Board approval for our math team to travel to San Diego, CA from July 20, 2013 through July 27, 2013. The math team has been invited to participate in the "National Mu Alpha Theta Convention," which consists of competitions in many areas of mathematics and grade levels. It is an honor to be selected to participate.

The planned itinerary is as follows:

July 20 Depart by charter bus to Orlando Airport. Flight AS #763 depart Orlando 8:05am  
Arrive San Diego 10:40am

July 20-26 National Mu Alpha Theta Convention in San Diego, CA

July 26 Flight to Orlando AS #762 depart San Diego 10:35pm arrive Orlando 6:30 am July 27th  
Students will ride charter bus to Vero Beach High School.

The trip will be financed through the joint efforts of the students and the Math Team fundraising; it will cost the School District of Indian River County nothing.

All necessary information pertinent to insurance issues has been provided to Risk Management.

Brandi Hillard and Mary Stephany Hiller will be escorting these students; I am also requesting that they be given authorization to do so.

Please place this item on the agenda for School Board approval.

If you have any questions, please contact my office.

Sincerely,



Shawn O'Keefe

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

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

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

School District of Indian River County

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# CONTRACT FOR PURCHASE OF CHILDCARE SERVICES TEEN PARENT PROGRAM

SCHOOL BOARD OF INDIAN RIVER COUNTY

This contract is entered into between the School Board of Indian River County, hereinafter referred to as the "SCHOOL BOARD" and the childcare center, hereinafter referred to as the "PROVIDER"

identified as:

## **BRIGHT BEGINNINGS**

4700 32<sup>ND</sup> Ave, Vero Beach, FL 32967

The purpose of this agreement is to identify the respective responsibilities of the parties involved to provide childcare services to children of teen parents participating in the Teen Parent Program, as outlined in the School Board's Comprehensive Dropout Prevention Plan and as mandated by state statute.

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### GENERAL CONTRACT PROVISIONS

## RESPONSIBILITIES OF THE SCHOOL BOARD OF INDIAN RIVER COUNTY

1. Basis of Payment for Services Rendered:

- a. The Provider shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Provider by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
- b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Provider.
- c. Funds will be remitted bi-monthly to the Provider after receipt of the required documentation of services.
- d. Registration fees and late fees shall not be charged by Provider for Teen Parent Program participants.



2. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
3. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.
4. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
5. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
6. The PROVIDER'S Right to Terminate a Child From Services: Upon written request from the PROVIDER, the SCHOOL BOARD shall allow the PROVIDER to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
7. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

## **RESPONSIBILITIES OF PROVIDER**

1. The PROVIDER agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The PROVIDER agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The PROVIDER agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to

continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.

4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this contract for breach.
5. The PROVIDER agrees to maintain accurate and timely records, as required by the SCHOOL BOARD and the Florida Department of Education.
6. The PROVIDER agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.
7. The PROVIDER agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.
8. The PROVIDER agrees to provide staff who will be sensitive to the special needs of the teen parents.
9. The PROVIDER agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
10. The Provider will be receiving or have access to student information that is confidential. Provider and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Provider for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Provider, or an officer, employee, agent, representative, contractor, or sub-contractor of the Provider to the extent and only to the extent that the Provider or an officer, employee, agent, representative, contractor, or sub-contractors of the Provider shall either intentionally or negligently violate the provisions of this



covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this contract and shall be fully binding upon Provider until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

Upon the termination of the contract with the School Board, the Provider agrees to destroy all student information and purge files from any equipment intended for disposal or sale. The Provider will provide to the School Board a copy of the method used for deposing of its old equipment.

11. During the term of this agreement, The PROVIDER agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, The PROVIDER shall furnish the SCHOOL DISTRICT with a Certificate of Insurance naming the SCHOOL DISTRICT "additional insured". This certificate shall be provided prior to commencing service under this agreement.
12. The PROVIDER shall indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any and all claims and causes of action arising out of the performance of this Contract and the provision of services by the PROVIDER.
13. This agreement will be in effect for the 2012-2013 school year, and may be renewed by the parties upon mutual agreement.
14. This contractual agreement may be terminated by either party upon breach of any of the covenants or conditions, provided, however, not less than ten (10) days written notice is given of the breach. The other party shall have five (5) days whereafter in which to correct the breach. Either party may terminate this contract without cause upon thirty (30) days written notice to the other party. If this contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under this contract. The SCHOOL BOARD shall only be required to pay to the PROVIDER that amount of the contract actually performed to the date of termination.
15. Provider may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.
16. The Provider agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct

contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Provider or its personnel providing any services under the conditions described in the previous sentence. The Provider shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Provider and its personnel. The parties agree that the failure of the Provider to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Provider agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Provider's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

17. This contract is for the personal services of the Provider and may not be assigned by the Provider in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Provider, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.

The School Board of Indian River  
County, Florida

Provider

By: \_\_\_\_\_  
Jeffrey Pegler, Chairman

By: Bonnie Richardson  
Print Name: Bonnie Richardson

Attest:  
  
By: \_\_\_\_\_  
Frances J. Adams, Superintendent

Witness:  
Donna D. Hedgecock  
Print Name: Donna D. Hedgecock

Date Approved: \_\_\_\_\_

Date Approved: 6/5/13



**CERTIFICATE OF INSURANCE**

ISSUE DATE

8/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUDER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, CERTAIN POLICIES MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PRODUCER	INSURER(S) AFFORDING COVERAGE	
United Insurance Agency 720 Delaware Ave. Suite G. Ft. Pierce, FL 34950	INSURER A:	Scottsdale Insurance Company
	INSURER B:	N/A
<b>INSURED</b> Bright Beginnings Child Care Center Inc c/o Willie & Bonita Richardson Jr 4700 32nd Ave Vero Beach, FL 32960	INSURER C:	N/A
	INSURER D:	N/A
	INSURER E:	Scottsdale Insurance Company

**COVERAGES**  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	CPS1629655	8/17/2012	8/17/2013	GENERAL AGGREGATE	2,000,000
					PRODUCTS-COM/OP AGG.	1,000,000
					PERSONAL & ADV. INJURY	1,000,000
					EACH OCCURRENCE	1,000,000
					DAMAGE PREM RENTED TO YOU	100,000
					MED EXPENSE (Any one person)	5,000
B	PERSONAL LIABILITY				COMBINED SINGLE LIMIT	
					MEDICAL PAYMENTS TO OTHERS	
C	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
D						
E	PROPERTY	CPS1629655	8/17/2012	8/17/2013	BUILDING	115,000
					CONTENTS	30,000
					BUSINESS INCOME	

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

DESCRIPTION OF OPERATIONS / SPECIALTY ITEMS  
 Day Care Centers Other than Not- For- Profit, Day Care Centers Other than Not- For- Profit, Errors & Omissions 1,000,000 each claim 2,000,000 aggregate

**SURPLUS LINES AGENT VIRGINIA C. PHILLIPS LICENSE# A206695**  
 13577 FEATHERSOUND DRIVE PO BOX 17069 CLEARWATER, FLORIDA 33762

CERTIFICATE HOLDER Additional Insured - Indian River County School District 1990 25th Street Vero Beach, FL 32960	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED SIGNATURE 



## CONTRACT FOR PURCHASE OF CHILDCARE SERVICES TEEN PARENT PROGRAM

SCHOOL BOARD OF INDIAN RIVER COUNTY

This contract is entered into between the School Board of Indian River County, hereinafter referred to as the "SCHOOL BOARD" and the childcare center, hereinafter referred to as the "PROVIDER"

identified as:

### **First Impressions Daycare and Preschool**

935 9<sup>th</sup> Court SW, Vero Beach, FL 32962

The purpose of this agreement is to identify the respective responsibilities of the parties involved to provide childcare services to children of teen parents participating in the Teen Parent Program, as outlined in the School Board's Comprehensive Dropout Prevention Plan and as mandated by state statute.

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#### GENERAL CONTRACT PROVISIONS

### RESPONSIBILITIES OF THE SCHOOL BOARD OF INDIAN RIVER COUNTY

1. Basis of Payment for Services Rendered:

- a. The Provider shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Provider by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
- b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Provider.
- c. Funds will be remitted bi-monthly to the Provider after receipt of the required documentation of services.
- d. Registration fees and late fees shall not be charged by Provider for Teen Parent Program participants.

2. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
3. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.
4. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
5. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
6. The PROVIDER'S Right to Terminate a Child From Services: Upon written request from the PROVIDER, the SCHOOL BOARD shall allow the PROVIDER to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
7. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

## **RESPONSIBILITIES OF PROVIDER**

1. The PROVIDER agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The PROVIDER agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The PROVIDER agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to



continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.

4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this contract for breach.
5. The PROVIDER agrees to maintain accurate and timely records, as required by the SCHOOL BOARD and the Florida Department of Education.
6. The PROVIDER agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.
7. The PROVIDER agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.
8. The PROVIDER agrees to provide staff who will be sensitive to the special needs of the teen parents.
9. The PROVIDER agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
10. The Provider will be receiving or have access to student information that is confidential. Provider and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Provider for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Provider, or an officer, employee, agent, representative, contractor, or sub-contractor of the Provider to the extent and only to the extent that the Provider or an officer, employee, agent, representative, contractor, or sub-contractors of the Provider shall either intentionally or negligently violate the provisions of this

covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this contract and shall be fully binding upon Provider until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

Upon the termination of the contract with the School Board, the Provider agrees to destroy all student information and purge files from any equipment intended for disposal or sale. The Provider will provide to the School Board a copy of the method used for deposing of its old equipment.

11. During the term of this agreement, The PROVIDER agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, The PROVIDER shall furnish the SCHOOL DISTRICT with a Certificate of Insurance naming the SCHOOL DISTRICT "additional insured". This certificate shall be provided prior to commencing service under this agreement.
12. The PROVIDER shall indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any and all claims and causes of action arising out of the performance of this Contract and the provision of services by the PROVIDER.
13. This agreement will be in effect for the 2012-2013 school year, and may be renewed by the parties upon mutual agreement.
14. This contractual agreement may be terminated by either party upon breach of any of the covenants or conditions, provided, however, not less than ten (10) days written notice is given of the breach. The other party shall have five (5) days whereafter in which to correct the breach. Either party may terminate this contract without cause upon thirty (30) days written notice to the other party. If this contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under this contract. The SCHOOL BOARD shall only be required to pay to the PROVIDER that amount of the contract actually performed to the date of termination.
15. Provider may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.
16. The Provider agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct



contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Provider or its personnel providing any services under the conditions described in the previous sentence. The Provider shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Provider and its personnel. The parties agree that the failure of the Provider to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Provider agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Provider's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

17. This contract is for the personal services of the Provider and may not be assigned by the Provider in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Provider, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.

The School Board of Indian River  
County, Florida

Provider

By: \_\_\_\_\_  
Jeffrey Pegler, Chairman

By: *Glady's Williams*  
Print Name: Glady's Williams

Attest:  
  
By: \_\_\_\_\_  
Frances J. Adams, Superintendent

Witness:  
  
*Donna D. Hedgecock*  
Print Name: Donna D. Hedgecock

Date Approved: \_\_\_\_\_

Date Approved: 6/6/13



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2013

PRODUCER Phone: (800) 843-6350 Fax: (407) 657-8757  
**HUMPHREYS INSURANCE AGENCY, INC.**  
 4950 HALL ROAD STE. C  
 ORLANDO FL 32817

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Agency Lic#: L024438  
**INSURED**  
**FIRST IMPRESSIONS DAY CARE AND PRESCHOOL, LLC.**  
 4246 31ST AVENUE  
 VERO BEACH FL 32967

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	NORTHFIELD INSURANCE CO.	
INSURER B:	HARTFORD INSURANCE CO.	
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC	WS161426	08/07/12	08/07/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$ 100,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 500,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA OCCUR) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Marking in NH) (If yes, describe under SPECIAL PROVISIONS below) <input type="checkbox"/> Y/N				WE STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
B		OTHER STUDENT ACCIDENT	SR281881	08/07/12	08/07/13	\$35,000 MAXIMUM- PRIMARY NO DEDUCTIBLE

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS**  
 CHILD CARE CENTER  
 LOCATIONS COVERED: 1. 4246 31ST AVE., VERO BEACH, FL 32962 2. 935 9TH COURT, S.W., VERO BEACH, FL 32962

**CERTIFICATE HOLDER**  
**ADDITIONAL INSURED:**  
**SCHOOL BOARD OF INDIAN RIVER COUNTY**  
 1690 25TH STREET  
 Vero Beach FL 32980  
 Attention:  
 ACORD 25 (2009/01)

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE



## CONTRACT FOR PURCHASE OF CHILDCARE SERVICES TEEN PARENT PROGRAM

SCHOOL BOARD OF INDIAN RIVER COUNTY

This contract is entered into between the School Board of Indian River County, hereinafter referred to as the "SCHOOL BOARD" and the childcare center, hereinafter referred to as the "PROVIDER"

*identified as:*

### **LEARNING TRACKS, LLC. DBA**

**Tiny Treasure & Learning Nest**

1088 Barber Street, Sebastian, FL 32958

The purpose of this agreement is to identify the respective responsibilities of the parties involved to provide childcare services to children of teen parents participating in the Teen Parent Program, as outlined in the School Board's Comprehensive Dropout Prevention Plan and as mandated by state statute.

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#### GENERAL CONTRACT PROVISIONS

### RESPONSIBILITIES OF THE SCHOOL BOARD OF INDIAN RIVER COUNTY

1. Basis of Payment for Services Rendered:

- a. The Provider shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Provider by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
- b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Provider.
- c. Funds will be remitted bi-monthly to the Provider after receipt of the required documentation of services.
- d. Registration fees and late fees shall not be charged by Provider for Teen Parent Program participants.



2. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
3. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.
4. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
5. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
6. The PROVIDER'S Right to Terminate a Child From Services: Upon written request from the PROVIDER, the SCHOOL BOARD shall allow the PROVIDER to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
7. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

## **RESPONSIBILITIES OF PROVIDER**

1. The PROVIDER agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The PROVIDER agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The PROVIDER agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of

childcare providers and all applicable federal requirements, whichever is more stringent, and to continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.

4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this contract for breach.
5. The PROVIDER agrees to maintain accurate and timely records, as required by the SCHOOL BOARD and the Florida Department of Education.
6. The PROVIDER agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.
7. The PROVIDER agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.
8. The PROVIDER agrees to provide staff who will be sensitive to the special needs of the teen parents.
9. The PROVIDER agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
10. The Provider will be receiving or have access to student information that is confidential. Provider and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Provider for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Provider, or an officer, employee, agent, representative, contractor, or sub-contractor of the Provider to the extent and only to the extent that the Provider or an officer, employee, agent, representative, contractor, or



sub-contractors of the Provider shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this contract and shall be fully binding upon Provider until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

Upon the termination of the contract with the School Board, the Provider agrees to destroy all student information and purge files from any equipment intended for disposal or sale. The Provider will provide to the School Board a copy of the method used for deposing of its old equipment.

11. During the term of this agreement, The PROVIDER agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, The PROVIDER shall furnish the SCHOOL DISTRICT with a Certificate of Insurance naming the SCHOOL DISTRICT "additional insured". This certificate shall be provided prior to commencing service under this agreement.
12. The PROVIDER shall indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any and all claims and causes of action arising out of the performance of this Contract and the provision of services by the PROVIDER.
13. This agreement will be in effect for the 2012-2013 school year, and may be renewed by the parties upon mutual agreement.
14. This contractual agreement may be terminated by either party upon breach of any of the covenants or conditions, provided, however, not less than ten (10) days written notice is given of the breach. The other party shall have five (5) days whereafter in which to correct the breach. Either party may terminate this contract without cause upon thirty (30) days written notice to the other party. If this contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under this contract. The SCHOOL BOARD shall only be required to pay to the PROVIDER that amount of the contract actually performed to the date of termination.
15. Provider may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.
16. The Provider agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 all of its personnel who (1)

are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Provider or its personnel providing any services under the conditions described in the previous sentence. The Provider shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Provider and its personnel. The parties agree that the failure of the Provider to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Provider agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Provider's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

17. This contract is for the personal services of the Provider and may not be assigned by the Provider in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Provider, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.

The School Board of Indian River  
County, Florida

Provider

By: \_\_\_\_\_

Jeffrey Pegler, Chairman

By: 

Print Name: Tibra Parker

Attest:

Witness:

By: \_\_\_\_\_

Frances J. Adams, Superintendent

  
Print Name: Dyna D. Hedgecock

Date Approved: \_\_\_\_\_

Date Approved: 6/6/13





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/04/2013PRODUCER Phone: (800) 940-9550 Fax: (407) 657-8757  
HUMPHREYS INSURANCE AGENCY, INC.  
4950 HALL ROAD STE. C  
ORLANDO FL 32817

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Agency Lic#: L024438

## INSURERS AFFORDING COVERAGE

NAIC #

INSURED  
LEARNING TRACKS, LLC  
1088 BARBER STREET  
SEBASTIAN FL 32958

INSURER A: STONINGTON INS CO 01906

01906

INSURER B: NATIONAL UNION FIRE INS CO

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	ADD'L INSRCT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CCG30042580	12/07/12	12/07/13	EACH OCCURRENCE	\$ 1,000,000
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$	
A		AUTOMOBILE LIABILITY	CCA30042580	12/07/12	12/07/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 300,000
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO  EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				OTHER THAN EA ACC	\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
						E.L. DISEASE-EA EMPLOYEE	\$
						E.L. DISEASE-POLICY LIMIT	\$
B		OTHER STUDENT ACCIDENT	SRG0009115800	12/07/12	12/07/13	\$35,000 MAXIMUM- PRIMARY NO DEDUCTIBLE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS  
SEE SUPPLEMENTAL CERTIFICATE INFORMATION

## CERTIFICATE HOLDER

## CANCELLATION

ADDITIONAL INSURED:  
SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
1990 25TH STREET  
VERO BEACH, FL. 32960

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Attention: 772-589-6974

ACORD 25 (2009/01)

Certificate # 22891

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# CONTRACT FOR PURCHASE OF CHILDCARE SERVICES

## TEEN PARENT PROGRAM

SCHOOL BOARD OF INDIAN RIVER COUNTY

This contract is entered into between the School Board of Indian River County, hereinafter referred to as the "SCHOOL BOARD" and the childcare center, hereinafter referred to as the "PROVIDER"

identified as:

### **RCMA-WHISPERING PINES**

10076 Esperanza Circle, Fellsmere, FL 32948

The purpose of this agreement is to identify the respective responsibilities of the parties involved to provide childcare services to children of teen parents participating in the Teen Parent Program, as outlined in the School Board's Comprehensive Dropout Prevention Plan and as mandated by state statute.

---

#### GENERAL CONTRACT PROVISIONS

### RESPONSIBILITIES OF THE SCHOOL BOARD OF INDIAN RIVER COUNTY

1. Basis of Payment for Services Rendered:
  - a. The Provider shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Provider by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
  - b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Provider.
  - c. Funds will be remitted bi-monthly to the Provider after receipt of the required documentation of services.
  - d. Registration fees and late fees shall not be charged by Provider for Teen Parent Program participants.



2. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
3. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.
4. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
5. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
6. The PROVIDER'S Right to Terminate a Child From Services: Upon written request from the PROVIDER, the SCHOOL BOARD shall allow the PROVIDER to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
7. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

## **RESPONSIBILITIES OF PROVIDER**

1. The PROVIDER agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The PROVIDER agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The PROVIDER agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to

continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.

4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this contract for breach.
5. The PROVIDER agrees to maintain accurate and timely records, as required by the SCHOOL BOARD and the Florida Department of Education.
6. The PROVIDER agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.
7. The PROVIDER agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.
8. The PROVIDER agrees to provide staff who will be sensitive to the special needs of the teen parents.
9. The PROVIDER agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
10. The Provider will be receiving or have access to student information that is confidential. Provider and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Provider for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Provider, or an officer, employee, agent, representative, contractor, or sub-contractor of the Provider to the extent and only to the extent that the Provider or an officer, employee, agent, representative, contractor, or sub-contractors of the Provider shall either intentionally or negligently violate the provisions of this



covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this contract and shall be fully binding upon Provider until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

Upon the termination of the contract with the School Board, the Provider agrees to destroy all student information and purge files from any equipment intended for disposal or sale. The Provider will provide to the School Board a copy of the method used for deposing of its old equipment.

11. During the term of this agreement, The PROVIDER agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, The PROVIDER shall furnish the SCHOOL DISTRICT with a Certificate of Insurance naming the SCHOOL DISTRICT "additional insured". This certificate shall be provided prior to commencing service under this agreement.
12. The PROVIDER shall indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any and all claims and causes of action arising out of the performance of this Contract and the provision of services by the PROVIDER.
13. This agreement will be in effect for the 2012-2013 school year, and may be renewed by the parties upon mutual agreement.
14. This contractual agreement may be terminated by either party upon breach of any of the covenants or conditions, provided, however, not less than ten (10) days written notice is given of the breach. The other party shall have five (5) days whereafter in which to correct the breach. Either party may terminate this contract without cause upon thirty (30) days written notice to the other party. If this contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under this contract. The SCHOOL BOARD shall only be required to pay to the PROVIDER that amount of the contract actually performed to the date of termination.
15. Provider may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.
16. The Provider agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct

contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Provider or its personnel providing any services under the conditions described in the previous sentence. The Provider shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Provider and its personnel. The parties agree that the failure of the Provider to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Provider agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Provider's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

- 17. This contract is for the personal services of the Provider and may not be assigned by the Provider in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Provider, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.

The School Board of Indian River  
County, Florida

Provider

By: \_\_\_\_\_

Jeffrey Pegler, Chairman

By: Barbara Mainster

Print Name: Barbara Mainster

Attest:

Witness:

By: \_\_\_\_\_

Frances J. Adams, Superintendent

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date Approved: \_\_\_\_\_

Date Approved: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/04/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 Attn: FLAuderdale.CertRequest@marsh  518790-Cas-GAWUP-13-14	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Redlands Christian Migrant Association Attn: Thomas Avalos 402 W. Main Street Immokalee, FL 34142	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company NAIC # 18058	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** ATL-002957218-35                      **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY/E&O <input checked="" type="checkbox"/> SEXUAL/PHY ABUSE VICARIOUS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PHPK986909	03/01/2013	03/01/2014	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK986909	03/01/2013	03/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						COMP/COLL DED	\$ 500/1000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		PHUB413036	03/01/2013	03/01/2014	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A			WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
School District of Indian River County is named as additional insured with respect to General Liability coverage regarding the following locations; Children's House CDC, Fellsmere CDC, Indian River Robert G. Covill CDC, and Whispering Pines CDC

<b>CERTIFICATE HOLDER</b> School District of Indian River County 1990 25th Street Vero Beach, FL 32960-3395	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Juan Hernandez <i>Juan Hernandez</i>
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**CONTRACT FOR PURCHASE OF CHILDCARE SERVICES  
TEEN PARENT PROGRAM**

SCHOOL BOARD OF INDIAN RIVER COUNTY

This contract is entered into between the School Board of Indian River County, hereinafter referred to as the "SCHOOL BOARD" and the childcare center, hereinafter referred to as the "PROVIDER"

*identified as:*

**ROSS SMALL WORLD CHILDCARE**

5620 47<sup>th</sup> Street, Vero Beach, FL 32967

The purpose of this agreement is to identify the respective responsibilities of the parties involved to provide childcare services to children of teen parents participating in the Teen Parent Program, as outlined in the School Board's Comprehensive Dropout Prevention Plan and as mandated by state statute.

---

GENERAL CONTRACT PROVISIONS

**RESPONSIBILITIES OF  
THE SCHOOL BOARD OF INDIAN RIVER COUNTY**

1. Basis of Payment for Services Rendered:
  - a. The Provider shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Provider by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
  - b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Provider.
  - c. Funds will be remitted bi-monthly to the Provider after receipt of the required documentation of services.
  - d. Registration fees and late fees shall not be charged by Provider for Teen Parent Program participants.



2. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
3. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.
4. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
5. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
6. The PROVIDER'S Right to Terminate a Child From Services: Upon written request from the PROVIDER, the SCHOOL BOARD shall allow the PROVIDER to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
7. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

## **RESPONSIBILITIES OF PROVIDER**

1. The PROVIDER agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The PROVIDER agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The PROVIDER agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to

continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.

4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this contract for breach.
5. The PROVIDER agrees to maintain accurate and timely records, as required by the SCHOOL BOARD and the Florida Department of Education.
6. The PROVIDER agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.
7. The PROVIDER agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.
8. The PROVIDER agrees to provide staff who will be sensitive to the special needs of the teen parents.
9. The PROVIDER agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
10. The Provider will be receiving or have access to student information that is confidential. Provider and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Provider for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Provider, or an officer, employee, agent, representative, contractor, or sub-contractor of the Provider to the extent and only to the extent that the Provider or an officer, employee, agent, representative, contractor, or sub-contractors of the Provider shall either intentionally or negligently violate the provisions of this



covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this contract and shall be fully binding upon Provider until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

Upon the termination of the contract with the School Board, the Provider agrees to destroy all student information and purge files from any equipment intended for disposal or sale. The Provider will provide to the School Board a copy of the method used for deposing of its old equipment.

11. During the term of this agreement, The PROVIDER agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, The PROVIDER shall furnish the SCHOOL DISTRICT with a Certificate of Insurance naming the SCHOOL DISTRICT "additional insured". This certificate shall be provided prior to commencing service under this agreement.
12. The PROVIDER shall indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any and all claims and causes of action arising out of the performance of this Contract and the provision of services by the PROVIDER.
13. This agreement will be in effect for the 2012-2013 school year, and may be renewed by the parties upon mutual agreement.
14. This contractual agreement may be terminated by either party upon breach of any of the covenants or conditions, provided, however, not less than ten (10) days written notice is given of the breach. The other party shall have five (5) days whereafter in which to correct the breach. Either party may terminate this contract without cause upon thirty (30) days written notice to the other party. If this contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under this contract. The SCHOOL BOARD shall only be required to pay to the PROVIDER that amount of the contract actually performed to the date of termination.
15. Provider may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.
16. The Provider agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct

contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Provider or its personnel providing any services under the conditions described in the previous sentence. The Provider shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Provider and its personnel. The parties agree that the failure of the Provider to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Provider agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Provider's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

- 17. This contract is for the personal services of the Provider and may not be assigned by the Provider in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Provider, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.

The School Board of Indian River  
County, Florida

Provider

By: \_\_\_\_\_  
Jeffrey Pegler, Chairman

By: Marcy Ross  
Print Name: Marcy Ross

Attest:  
  
By: \_\_\_\_\_  
Frances J. Adams, Superintendent

Witness:  
Donna D. Hedgcock  
Print Name: Donna D. Hedgcock

Date Approved: \_\_\_\_\_

Date Approved: 6/5/13





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 9/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB Insurance Marketing Inc 11870 W. State Road 84, C-15 Ft. Lauderdale FL 33324	CONTACT NAME: Marcia Hammer Ext 308 PHONE (A/C No.): 954-452-4900 E-MAIL ADDRESS: Marcia@bbjmi.com	FAX (A/C No.): 954-452-0450
	INSURER(S) AFFORDING COVERAGE INSURER A: Western World Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

INSURED  
 ROSS-S3  
 Ross Small World, Inc  
 5820 47th St  
 Vero Beach FL 32967

COVERAGES CERTIFICATE NUMBER: 315800832 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL BOBR INBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC		30948	9/13/2012	9/13/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (See occurrences) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$Included
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per person) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Residential Child Care Center  
 Certificate holder listed as additional insured with respects to general liability only as required by written contract.

CERTIFICATE HOLDER School Board of IRC 1707 16th St Vero Beach FL 32960	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# CONTRACT FOR PURCHASE OF CHILDCARE SERVICES TEEN PARENT PROGRAM

SCHOOL BOARD OF INDIAN RIVER COUNTY

This contract is entered into between the School Board of Indian River County, hereinafter referred to as the "SCHOOL BOARD" and the childcare center, hereinafter referred to as the "PROVIDER"

identified as:

## **THE TOT SPOT, INC.**

2047 47<sup>th</sup> Street, Vero Beach, FL 32967

The purpose of this agreement is to identify the respective responsibilities of the parties involved to provide childcare services to children of teen parents participating in the Teen Parent Program, as outlined in the School Board's Comprehensive Dropout Prevention Plan and as mandated by state statute.

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### GENERAL CONTRACT PROVISIONS

## RESPONSIBILITIES OF THE SCHOOL BOARD OF INDIAN RIVER COUNTY

#### 1. Basis of Payment for Services Rendered:

- a. The Provider shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Provider by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
- b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Provider.
- c. Funds will be remitted bi-monthly to the Provider after receipt of the required documentation of services.
- d. Registration fees and late fees shall not be charged by Provider for Teen Parent Program participants.

2. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
3. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.
4. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
5. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
6. The PROVIDER'S Right to Terminate a Child From Services: Upon written request from the PROVIDER, the SCHOOL BOARD shall allow the PROVIDER to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
7. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

## **RESPONSIBILITIES OF PROVIDER**

1. The PROVIDER agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The PROVIDER agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The PROVIDER agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to



continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.

4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this contract for breach.
5. The PROVIDER agrees to maintain accurate and timely records, as required by the SCHOOL BOARD and the Florida Department of Education.
6. The PROVIDER agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.
7. The PROVIDER agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.
8. The PROVIDER agrees to provide staff who will be sensitive to the special needs of the teen parents.
9. The PROVIDER agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
10. The Provider will be receiving or have access to student information that is confidential. Provider and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Provider for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Provider, or an officer, employee, agent, representative, contractor, or sub-contractor of the Provider to the extent and only to the extent that the Provider or an officer, employee, agent, representative, contractor, or sub-contractors of the Provider shall either intentionally or negligently violate the provisions of this

covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this contract and shall be fully binding upon Provider until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

Upon the termination of the contract with the School Board, the Provider agrees to destroy all student information and purge files from any equipment intended for disposal or sale. The Provider will provide to the School Board a copy of the method used for deposing of its old equipment.

11. During the term of this agreement, The PROVIDER agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, The PROVIDER shall furnish the SCHOOL DISTRICT with a Certificate of Insurance naming the SCHOOL DISTRICT "additional insured". This certificate shall be provided prior to commencing service under this agreement.
12. The PROVIDER shall indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any and all claims and causes of action arising out of the performance of this Contract and the provision of services by the PROVIDER.
13. This agreement will be in effect for the 2012-2013 school year, and may be renewed by the parties upon mutual agreement.
14. This contractual agreement may be terminated by either party upon breach of any of the covenants or conditions, provided, however, not less than ten (10) days written notice is given of the breach. The other party shall have five (5) days whereafter in which to correct the breach. Either party may terminate this contract without cause upon thirty (30) days written notice to the other party. If this contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under this contract. The SCHOOL BOARD shall only be required to pay to the PROVIDER that amount of the contract actually performed to the date of termination.
15. Provider may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.
16. The Provider agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct



contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Provider or its personnel providing any services under the conditions described in the previous sentence. The Provider shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Provider and its personnel. The parties agree that the failure of the Provider to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Provider agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Provider's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

17. This contract is for the personal services of the Provider and may not be assigned by the Provider in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Provider, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.

The School Board of Indian River  
County, Florida

Provider

By: \_\_\_\_\_

Jeffrey Pegler, Chairman

By: Charlene W Schlitt

Print Name: Charlene W Schlitt

Attest:

Witness:

By: \_\_\_\_\_

Frances J. Adams, Superintendent

Donna D. Hedgcock

Print Name: Donna D. Hedgcock

Date Approved: \_\_\_\_\_

Date Approved: 6/6/13



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>SCHLITT INSURANCE SERVICES INC</b> 1717 INDIAN RIVER BLVD SUITE 300 VERO BEACH, FL 32960	CONTACT NAME: <b>Lois Robertson</b>
	PHONE (A/C, No, Ext): <b>772.567.1188 x126</b> FAX (A/C, No): <b>772.778.1416</b> E-MAIL ADDRESS:
INSURED <b>The Tot Spot, Inc</b> 3705 66th Ave Vero Beach, FL 32966	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A: <b>Market Insurance Company</b>
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

**COVERAGES**      **CERTIFICATE NUMBER: 2013 GL Rn1**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	CCG2000987000	03/13/2013	03/13/2014	EACH OCCURRENCE \$ <b>1,000,000</b>
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COM/POP AGG \$ <b>3,000,000</b> \$					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**Certificate Holder is Additional Insured for General Liability**

<b>CERTIFICATE HOLDER</b>  School District of Indian River County 1990 25th Street Vero Beach, FL 32960	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Liz Phillips</i> <b>Liz Phillips, AAI/LAR</b>
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# CONTRACT FOR PURCHASE OF CHILDCARE SERVICES TEEN PARENT PROGRAM

SCHOOL BOARD OF INDIAN RIVER COUNTY

This contract is entered into between the School Board of Indian River County, hereinafter referred to as the "SCHOOL BOARD" and the childcare center, hereinafter referred to as the "PROVIDER"

identified as:

## **TLC Preschool of Sebastian**

1899 Barber Street, Sebastian, FL 32958

The purpose of this agreement is to identify the respective responsibilities of the parties involved to provide childcare services to children of teen parents participating in the Teen Parent Program, as outlined in the School Board's Comprehensive Dropout Prevention Plan and as mandated by state statute.

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### GENERAL CONTRACT PROVISIONS

## RESPONSIBILITIES OF THE SCHOOL BOARD OF INDIAN RIVER COUNTY

1. Basis of Payment for Services Rendered:
  - a. The Provider shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Provider by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
  - b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Provider.
  - c. Funds will be remitted bi-monthly to the Provider after receipt of the required documentation of services.
  - d. Registration fees and late fees shall not be charged by Provider for Teen Parent Program participants.



2. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
3. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.
4. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
5. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
6. The PROVIDER'S Right to Terminate a Child From Services: Upon written request from the PROVIDER, the SCHOOL BOARD shall allow the PROVIDER to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
7. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

## **RESPONSIBILITIES OF PROVIDER**

1. The PROVIDER agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The PROVIDER agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The PROVIDER agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to

continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.

4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this contract for breach.
5. The PROVIDER agrees to maintain accurate and timely records, as required by the SCHOOL BOARD and the Florida Department of Education.
6. The PROVIDER agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.
7. The PROVIDER agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.
8. The PROVIDER agrees to provide staff who will be sensitive to the special needs of the teen parents.
9. The PROVIDER agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
10. The Provider will be receiving or have access to student information that is confidential. Provider and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Provider for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Provider, or an officer, employee, agent, representative, contractor, or sub-contractor of the Provider to the extent and only to the extent that the Provider or an officer, employee, agent, representative, contractor, or sub-contractors of the Provider shall either intentionally or negligently violate the provisions of this



covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this contract and shall be fully binding upon Provider until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

Upon the termination of the contract with the School Board, the Provider agrees to destroy all student information and purge files from any equipment intended for disposal or sale. The Provider will provide to the School Board a copy of the method used for deposing of its old equipment.

11. During the term of this agreement, The PROVIDER agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, The PROVIDER shall furnish the SCHOOL DISTRICT with a Certificate of Insurance naming the SCHOOL DISTRICT "additional insured". This certificate shall be provided prior to commencing service under this agreement.
12. The PROVIDER shall indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any and all claims and causes of action arising out of the performance of this Contract and the provision of services by the PROVIDER.
13. This agreement will be in effect for the 2012-2013 school year, and may be renewed by the parties upon mutual agreement.
14. This contractual agreement may be terminated by either party upon breach of any of the covenants or conditions, provided, however, not less than ten (10) days written notice is given of the breach. The other party shall have five (5) days whereafter in which to correct the breach. Either party may terminate this contract without cause upon thirty (30) days written notice to the other party. If this contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under this contract. The SCHOOL BOARD shall only be required to pay to the PROVIDER that amount of the contract actually performed to the date of termination.
15. Provider may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.
16. The Provider agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct



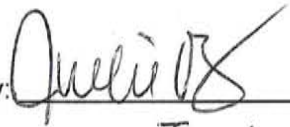
contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Provider or its personnel providing any services under the conditions described in the previous sentence. The Provider shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Provider and its personnel. The parties agree that the failure of the Provider to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Provider agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Provider's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

17. This contract is for the personal services of the Provider and may not be assigned by the Provider in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Provider, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.

The School Board of Indian River  
County, Florida

Provider

By: \_\_\_\_\_  
Jeffrey Pegler, Chairman

By:   
Print Name: Julie Perry

Attest:  
  
By: \_\_\_\_\_  
Frances J. Adams, Superintendent

Witness:  
  
  
Print Name: Donna D. Hedgecock

Date Approved: \_\_\_\_\_

Date Approved: 4/4/13



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2013

PRODUCER Phone: (800) 940-9550 Fax: (407) 857-8757  
**HUMPHREYS INSURANCE AGENCY, INC.**  
 4950 HALL ROAD STE. C  
 ORLANDO FL 32817

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Agency Lic#: L024438

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURED  
**TLC PRESCHOOL OF SEBASTIAN**  
 1399 BARBER STREET  
 SEBASTIAN FL 32958

INSURER A: **PHILADELPHIA INDEMNITY INS CO**  
 INSURER B: **NATIONAL UNION FIRE INS CO**  
 INSURER C:  
 INSURER D:  
 INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PHPK886334	08/22/12	08/22/13	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
A		AUTOMOBILE LIABILITY	PHPK886334	08/22/12	08/22/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 300,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				OTHER	
		Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT	\$
						E.L. DISEASE-EA EMPLOYEE	\$
						E.L. DISEASE-POLICY LIMIT	\$
B		OTHER STUDENT ACCIDENT	SRG0009115010	08/22/12	08/22/13	\$35,000 MAXIMUM- PRIMARY NO DEDUCTIBLE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS  
 SEE SUPPLEMENTAL CERTIFICATE INFORMATION

**CERTIFICATE HOLDER**

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 1990 25TH STREET  
 VERO BEACH, FL. 32960

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Attention:

ACORD 25 (2009/01)

Certificate # 22970

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# CONTRACT FOR PURCHASE OF CHILDCARE SERVICES TEEN PARENT PROGRAM

SCHOOL BOARD OF INDIAN RIVER COUNTY

This contract is entered into between the School Board of Indian River County, hereinafter referred to as the "SCHOOL BOARD" and the childcare center, hereinafter referred to as the "PROVIDER"

*identified as:*

## **TURNER'S CHILD CARE & PRESCHOOL, INC.**

4666 30<sup>th</sup> Ave, Vero Beach, FL 32967

The purpose of this agreement is to identify the respective responsibilities of the parties involved to provide childcare services to children of teen parents participating in the Teen Parent Program, as outlined in the School Board's Comprehensive Dropout Prevention Plan and as mandated by state statute.

---

### GENERAL CONTRACT PROVISIONS

## RESPONSIBILITIES OF THE SCHOOL BOARD OF INDIAN RIVER COUNTY

1. Basis of Payment for Services Rendered:
  - a. The Provider shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Provider by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
  - b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Provider.
  - c. Funds will be remitted bi-monthly to the Provider after receipt of the required documentation of services.
  - d. Registration fees and late fees shall not be charged by Provider for Teen Parent Program participants.

2. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
3. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.
4. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
5. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
6. The PROVIDER'S Right to Terminate a Child From Services: Upon written request from the PROVIDER, the SCHOOL BOARD shall allow the PROVIDER to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
7. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

## **RESPONSIBILITIES OF PROVIDER**

1. The PROVIDER agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The PROVIDER agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The PROVIDER agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to



continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.

4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this contract for breach.
5. The PROVIDER agrees to maintain accurate and timely records, as required by the SCHOOL BOARD and the Florida Department of Education.
6. The PROVIDER agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.
7. The PROVIDER agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.
8. The PROVIDER agrees to provide staff who will be sensitive to the special needs of the teen parents.
9. The PROVIDER agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
10. The Provider will be receiving or have access to student information that is confidential. Provider and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Provider for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Provider, or an officer, employee, agent, representative, contractor, or sub-contractor of the Provider to the extent and only to the extent that the Provider or an officer, employee, agent, representative, contractor, or sub-contractors of the Provider shall either intentionally or negligently violate the provisions of this



covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this contract and shall be fully binding upon Provider until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

Upon the termination of the contract with the School Board, the Provider agrees to destroy all student information and purge files from any equipment intended for disposal or sale. The Provider will provide to the School Board a copy of the method used for deposing of its old equipment.

11. During the term of this agreement, The PROVIDER agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, The PROVIDER shall furnish the SCHOOL DISTRICT with a Certificate of Insurance naming the SCHOOL DISTRICT "additional insured". This certificate shall be provided prior to commencing service under this agreement.
12. The PROVIDER shall indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any and all claims and causes of action arising out of the performance of this Contract and the provision of services by the PROVIDER.
13. This agreement will be in effect for the 2012-2013 school year, and may be renewed by the parties upon mutual agreement.
14. This contractual agreement may be terminated by either party upon breach of any of the covenants or conditions, provided, however, not less than ten (10) days written notice is given of the breach. The other party shall have five (5) days whereafter in which to correct the breach. Either party may terminate this contract without cause upon thirty (30) days written notice to the other party. If this contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under this contract. The SCHOOL BOARD shall only be required to pay to the PROVIDER that amount of the contract actually performed to the date of termination.
15. Provider may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.
16. The Provider agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct

contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Provider or its personnel providing any services under the conditions described in the previous sentence. The Provider shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Provider and its personnel. The parties agree that the failure of the Provider to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Provider agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Provider's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

17. This contract is for the personal services of the Provider and may not be assigned by the Provider in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Provider, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.

The School Board of Indian River  
County, Florida

Provider

By: \_\_\_\_\_  
Jeffrey Pegler, Chairman

By: *Jessica Moore*  
Print Name: Jessica Moore

Attest:  
  
By: \_\_\_\_\_  
Frances J. Adams, Superintendent

Witness:  
  
*Donna D. Hedgecock*  
Print Name: Donna D. Hedgecock

Date Approved: \_\_\_\_\_

Date Approved: 6/5/13



<b>ACORD</b> <small>TM.</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>	DATE (MM/DD/YYYY) 04/01/2013
PRODUCER Phone: (772) 362-3909 Fax: (772) 362-3495 <b>WILLIS OF FLORIDA, INC</b> 2046 14TH AVE. VERO BEACH FL 32960	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED <b>TURNER'S CHILD CARE &amp; PRESCHOOL, INC.</b> 4666 30TH AVENUE VERO BEACH FL 32967	INSURERS AFFORDING COVERAGE NAIC #
	INSURER A: <b>HARLEYSVILLE INSURANCE</b> INSURER B: <b>BRIDGEFIELD INSURANCE CO</b> INSURER C: INSURER D: INSURER E:

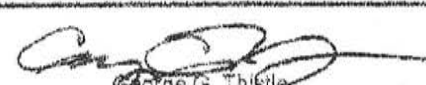
**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR

POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR BRND	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL00000029140K	03/25/13	03/25/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (2a occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-SUBJECT LOC				GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS COMPROP AGG. \$ 3,000,000
A	AUTOMOBILE LIABILITY	BA00000029142K	03/25/13	03/25/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC \$
					AUTO ONLY ACC \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	830-43703	01/01/13	01/01/14	WC STAT- TORY LIMITS OTHER \$
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE \$ 100,000
	OTHER:				E.L. DISEASE-POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
SCHOOL DISTRICT OF INDIAN RIVER COUNTY 1890 26TH STREET VERO BEACH, FL 32960  Attention: <b>CAMILLE BATORY - FAX#772-369-0424</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENT OR REPRESENTATIVE.
	AUTHORIZED REPRESENTATIVE  George G. Thistle

**CONTRACT FOR PURCHASE OF CHILDCARE SERVICES  
TEEN PARENT PROGRAM**

SCHOOL BOARD OF INDIAN RIVER COUNTY

This contract is entered into between the School Board of Indian River County, hereinafter referred to as the "SCHOOL BOARD" and the childcare center, hereinafter referred to as the "PROVIDER"

identified as:

**WILLIAMS CHILD CARE & PRESCHOOL, INC.**

2405 14<sup>th</sup> Ave, Vero Beach, FL 32960

The purpose of this agreement is to identify the respective responsibilities of the parties involved to provide childcare services to children of teen parents participating in the Teen Parent Program, as outlined in the School Board's Comprehensive Dropout Prevention Plan and as mandated by state statute.

---

GENERAL CONTRACT PROVISIONS

**RESPONSIBILITIES OF  
THE SCHOOL BOARD OF INDIAN RIVER COUNTY**

1. Basis of Payment for Services Rendered:

- a. The Provider shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Provider by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
- b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Provider.
- c. Funds will be remitted bi-monthly to the Provider after receipt of the required documentation of services.
- d. Registration fees and late fees shall not be charged by Provider for Teen Parent Program participants.



2. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
3. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.
4. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
5. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
6. The PROVIDER'S Right to Terminate a Child From Services: Upon written request from the PROVIDER, the SCHOOL BOARD shall allow the PROVIDER to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
7. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

## **RESPONSIBILITIES OF PROVIDER**

1. The PROVIDER agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The PROVIDER agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The PROVIDER agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to



continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.

4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this contract for breach.
5. The PROVIDER agrees to maintain accurate and timely records, as required by the SCHOOL BOARD and the Florida Department of Education.
6. The PROVIDER agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.
7. The PROVIDER agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.
8. The PROVIDER agrees to provide staff who will be sensitive to the special needs of the teen parents.
9. The PROVIDER agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
10. The Provider will be receiving or have access to student information that is confidential. Provider and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Provider for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Provider, or an officer, employee, agent, representative, contractor, or sub-contractor of the Provider to the extent and only to the extent that the Provider or an officer, employee, agent, representative, contractor, or sub-contractors of the Provider shall either intentionally or negligently violate the provisions of this

covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this contract and shall be fully binding upon Provider until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

Upon the termination of the contract with the School Board, the Provider agrees to destroy all student information and purge files from any equipment intended for disposal or sale. The Provider will provide to the School Board a copy of the method used for deposing of its old equipment.

11. During the term of this agreement, The PROVIDER agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, The PROVIDER shall furnish the SCHOOL DISTRICT with a Certificate of Insurance naming the SCHOOL DISTRICT "additional insured". This certificate shall be provided prior to commencing service under this agreement.
12. The PROVIDER shall indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any and all claims and causes of action arising out of the performance of this Contract and the provision of services by the PROVIDER.
13. This agreement will be in effect for the 2012-2013 school year, and may be renewed by the parties upon mutual agreement.
14. This contractual agreement may be terminated by either party upon breach of any of the covenants or conditions, provided, however, not less than ten (10) days written notice is given of the breach. The other party shall have five (5) days whereafter in which to correct the breach. Either party may terminate this contract without cause upon thirty (30) days written notice to the other party. If this contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under this contract. The SCHOOL BOARD shall only be required to pay to the PROVIDER that amount of the contract actually performed to the date of termination.
15. Provider may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.
16. The Provider agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct



contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Provider or its personnel providing any services under the conditions described in the previous sentence. The Provider shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Provider and its personnel. The parties agree that the failure of the Provider to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Provider agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Provider's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

17. This contract is for the personal services of the Provider and may not be assigned by the Provider in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Provider, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.

The School Board of Indian River  
County, Florida

Provider

By: \_\_\_\_\_  
Jeffrey Pegler, Chairman

By:   
Print Name: Lakeisha Williams

Attest:  
  
By: \_\_\_\_\_  
Frances J. Adams, Superintendent

Witness:  
  
  
Print Name: Donna D. Hedgecock

Date Approved: \_\_\_\_\_

Date Approved: 6/5/13



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2013

PRODUCER Phone: (800) 940-9550 Fax: (407) 657-8757  
**HUMPHREYS INSURANCE AGENCY, INC.**  
 4950 HALL ROAD STE. C  
 ORLANDO FL 32817

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Agency Lic#: LD24438

**INSURERS AFFORDING COVERAGE****NAIC #**

INSURED  
**WILLIAMS CHILD CARE & PRESCHOOL, INC.**  
 2405 14TH AVENUE  
 VERO BEACH FL 32962

INSURER A: **STONINGTON INS CO 01906****01906**INSURER B: **NATIONAL UNION FIRE INS CO**

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CCG30028138	09/17/12	09/17/13	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below
B		OTHER STUDENT ACCIDENT	SRG0009115610	09/14/12	09/14/13	\$35,000 MAXIMUM- PRIMARY NO DEDUCTIBLE

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS**

CHILD CARE CENTER LEARNING CENTER LOCATED AT:  
 2405 14TH AVENUE  
 VERO BEACH, FL. 32962

**TEEN PARENT PROGRAM CERTIFICATE HOLDER**

SCHOOL DISTRICT OF NDIAN RIVER COUNTY  
 1990 25TH STREET  
 VERO BEACH, FL. 32960

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Attention:

ACORD 25 (2009/01)

Certificate # 22971

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April 2, 2013

Dear Educators:

**Innovative Education Programs, LLC ("IEP")** is pleased to be able to inform you that we have recently acquired the intellectual and related property associated with the **Project CHILD®** instructional framework, formerly owned by the Institute for School Innovation, Inc. ("ISI").

Before its dissolution, ISI's Board of Directors had approved IEP as a qualified purchaser for the **Project CHILD®** assets and was pleased that such program was going to be able to continue to be offered to ISI's existing clients and other interested institutions after ISI had ceased its operations. Likewise, IEP is happy to be able to integrate this program into its offerings.

IEP is a well-established educational service provider with headquarters in Basking Ridge, New Jersey. IEP's mission is to create programs that reflect *out-of-the-box* thinking within the fiscal constraints that institutions and governmental agencies face in these uncertain times. Our programs focus on the areas of professional development, alternative education, early childhood education, theme/option schools, corrections education, special education, and extended learning time. IEP's senior management staff has articulated an educational philosophy that permeates all of its programs. We believe that *all children can learn* and that if the appropriate conditions are provided, all children will learn. The IEP team constantly strives to find creative ways to bring outstanding education to every student. For more information on our services, please visit our webpage: [www.ieponline.com](http://www.ieponline.com).

If you need additional information regarding the legal proceedings or information regarding our company, please feel free to contact Ms. Gratiela Gat, VP of Business Development, at (908) 630-9600, ext. 228 or by e-mail at [gcat@ieponline.com](mailto:gcat@ieponline.com).

Respectfully yours,

Anthony O'Donnell  
Chief Executive Officer and Chairman

287 Childs Road • Basking Ridge • New Jersey 07920

Telephone: 908.630.9600 • 888.882.1003

[www.ieponline.com](http://www.ieponline.com)



May 14, 2013

Mr. Mark Dugan  
 Treasure Coast Elementary School  
 8955 85<sup>th</sup> Street  
 Sebastian, FL 32958

First Year in the Program: 2006  
 3 Primary Clusters  
 3 Intermediate Clusters

**Re: Project CHILD® 2013-2014 Annual Renewal Proposal**

Dear Mr. Dugan:

Innovative Educational Programs is pleased to be able to present you with this renewal proposal and is hoping that you will be deciding to continue in the program for the next school year. Please rest assured that, as the new owners of these highly effective programs, we will do everything in our power to improve and enhance them and to offer your teachers new materials and professional development opportunities.

Below you will find two proposals for the renewal package for school year 2013-2014: a basic and an enhanced one. Once you evaluate the proposals and indicate which one you select, please sign your name on the last page and return to us by e-mail [ggat@ieponline.com](mailto:ggat@ieponline.com) or fax 908.630.9348. Please feel free to contact Gratiela Gat to discuss any questions you might have at (908) 630-9600, ext. 228.

<input type="checkbox"/> <b>Basic Renewal:</b> Project CHILD Annual Renewal (pricing per Primary / Intermediate Cluster teacher)	18	\$712.00	\$12,816.00
<b>National Demo Site Discount</b>	10%	-\$1,190.00	\$11,626.00
<input type="checkbox"/> <b>Enhanced Renewal:</b> Project CHILD Enhanced Annual Renewal (pricing per Primary / Intermediate Cluster teacher)	18	\$3,196.00	\$57,528.00
<b>National Demo Site Discount</b>	10%	-\$5,583.00	\$51,945.00
<b>Total Selected:</b>			

*\*Includes all travel expenses, shipping and handling*

**Teacher Materials (per teacher)**

*Basic Renewal*

- Two New Lakeshore Interactive Learning activities including:
  - One interactive CD-ROM
  - One board game/print activity (with task card online)

- Beginning Operations
- Math Quiz Game Show
- Math Quiz Game Show

Subject / Level	Kindergarten-Only Cluster (K or K-1)	Primary (K-2)	Intermediate (3-5)
	Interactive Activities CD-ROM • Math in a Flash! Number Sense Discovery K-1	Interactive CD ROM (Gr. 1-3) • Place Value Activity Kit	Interactive CD-ROM (Gr. 4-6) • Geometry in the Real World Photo Magnets
Reading	• Foundational Skills (Language Teaching Center for CCSS) • Sound Sorting Interactive Games CD-ROMS Complete Set of 3	• Cause and Effect Activities Interactive CD-Rom • Teaching Reading Skills-Comprehension Center	• Interactive Graphic Organizers CD-ROM • Non-Fiction Comprehension Quickie Cards
Writing	• Writing (Language Teaching Center for CCSS) • Letter of the Day Activities CD-ROM	• Summarizing Activities Interactive CD-ROM • Nonfiction Sequence and Write Tiles	• Language Adventure Quiz Game Show Interactive CD-ROM • Writing Activity Pockets

### Enhanced Renewal

- Renewal Teachers: For the enhanced renewal, the school has the option to choose one or more of the following material kits for their renewal teachers. The proposal price shown above includes ONE kit per teacher. Additional kits can be ordered at an additional price.

- New Materials Year II Kit Reading (*please indicate # of teachers*) \_\_\_\_\_
- New Materials Year II Kit Writing (*please indicate # of teachers*) \_\_\_\_\_
- New Materials Year II Kit Mathematics (*please indicate # of teachers*) \_\_\_\_\_
- New Materials ESL Kit (*please indicate # of teachers*) \_\_\_\_\_
- New Materials SE Kit (*please indicate # of teachers*) \_\_\_\_\_
- New Materials Science & Social Studies Kit (*please indicate # of teachers*) \_\_\_\_\_

### **Student Materials (per teacher)\***

- 675 Passports (25 students per class x 9 months x 3 groups of students)

\*The Student Passport is a management tool used to help students set goals, stay focused, reflect on their work, and provide for accountability. It is also a record-keeping tool and an essential component of the 21<sup>st</sup> Century CHILD Classroom. We calculate the number of Passports we ship with each renewal based on 25 students per classroom for the school year. We are aware, however, that class sizes vary among schools. Therefore, we can customize Passport orders when necessary. Our goal is to supply you with what you will need for the year and not overstock your valuable storage space. Please call Gratiela Gat at (908) 630-9600 or e-mail her at [ggat@ieponline.com](mailto:ggat@ieponline.com) to discuss how we can help you get the correct quantities.

### **Professional Learning & Online Resources**

#### *Basic Renewal*

- 1-Day On-Site Fidelity Visit (@6 teachers / day)  
(On-Site Visit can include meetings between the IEP staff member and school leadership, classroom walkthroughs, cluster meetings, after-school workshops, parent meetings, etc. Special arrangements will be made upon school's request. You can also choose to have a workshop day or half day by selecting one of the topics in the document attached hereafter.)
- *The Leading Edge* newsletter
- Online Professional Learning Resources (password protected):
  - Teacher Tips newsletter
  - CCSS-aligned Station Activities w/ Task Cards
  - Teacher Resources (PowerPoints, planning templates, newsletters, etc.)

- Webinars
- Wikis
- Facebook networking
- Online tutorials

### Enhanced Renewal

- 5 On-Site Fidelity Visits

(On-Site Visit can include meetings between the IEP staff member and school leadership, classroom walkthroughs, cluster meetings, after-school workshops, parent meetings, etc. Special arrangements will be made upon school's request. The day can also consist of a Professional Learning Workshop. You can choose one of the topics below. )

- 4 workshops (please choose 4 topics in the list below):

#### Domain I: Classroom Organization

- ELL Strategies
- ESE Strategies
- Self- Directed Learning
- Classroom Culture

#### Domain II: Learning Stations

- Higher Level Stations
- PBL for Cooperative Learning
- Challenge Levels
- Reflections

#### Domain III: Roles and Responsibilities

- Team Building
- PLC's
- Student Leadership
- Family Relationships

#### Domain IV: Planning for Instruction

- Deeper Connections (CCSS)
- Advanced Technology Apps
- Formative Assessments
- Integrated Curriculum

The enhanced service renewal package builds on the foundation of Project CHILD, by bringing teacher reflective practices to a higher level, enhancing student accountability for the learning process, focusing on specific strategies for special needs students, strengthening team work and collaboration, and infusing advanced technology applications.

Services – Implementation workshops, mid-year workshop, job-embedded on-site coaching, on-line collaboration (webinars, wikis, on-line networks)

### Additional Professional Development Services

#### Professional Learning and Consulting

*Innovative Educational Programs* staff and certified consultants are available to conduct additional on-site coaching visits and replacement teacher trainings (for new CHILD teachers) at your school site. We can customize trainings to meet specific school needs. Contact *Innovative Educational Programs* for details and scheduling.

#### Regional Implementation Workshops

\$250 per day/per teacher\*

Replacement teachers may attend regional implementation training workshops when available. Contact ISI for dates and locations.

*\*Travel expenses to the regional site are the responsibility of the school.*



APPROVED BY \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

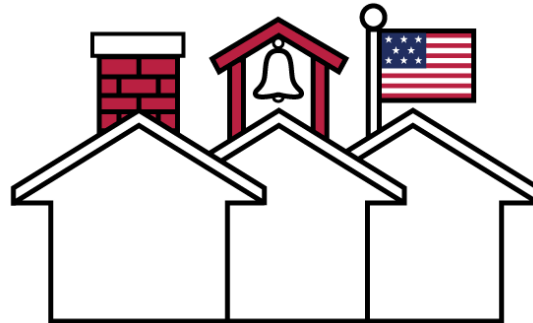
NAME: \_\_\_\_\_

IEP/Project CHILD Representative: \_\_\_\_\_

Date: \_\_\_\_\_

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# 2014-2016 Technology Plan



School District of  
Indian River County



## Table of Contents

1. Mission and Vision
2. General Introductions / Background
3. Needs Assessment / Goals
4. Funding Plan
5. Technology Acquisition
6. Access
7. User Support Plan
8. Staff Training Plan
9. Program Evaluation
10. E-Rate Program Planning Criteria





## Component 1: Mission and Vision

The mission and vision component of the School District of Indian River County (SDIRC) Technology Plan summarizes the district's overall focus and direction regarding the incorporation and integration of technology into the educational program. The intent is to focus on the effective use of technologies to improve the performance of all students.

**Objective 1.1 Mission** Through the use of resources and technologies that support comprehensive and effective learning, the District will empower our students and inform our communities. Technology competencies and instructional technologies will be infused into the learning environment.

**Objective 1.2 Vision** SDIRC will support schools with the technologies needed to create and maintain a 21<sup>st</sup> century learning environment. Each learner will have access to the resources needed to excel in today's digital society. The efficient and effective use of technology in the learning environment holds particular promise for developing critical thinking, problem solving, global communication skills, creativity, and strengthening total learning.

**Objective 1.3 Philosophy** SDIRC believes that it is impossible to effectively prepare today's students to succeed in the global economy without consistent access to the technology and tools necessary to function in the world in which they will live and work. National and state initiatives emphasize the importance of technology in reforming instructional delivery and transforming the way in which students learn.



## Component 2: General Introduction / Background

The general introduction/background component of the SDIRC plan includes the district profile, planning processes and partnerships with external agencies.

**Objective 2.1 District Profile** The School District of Indian River County is nestled beside the Atlantic Ocean, halfway down the east coast of Florida. Centrally located 75 miles south of the Kennedy Space Center and 135 miles north of Miami, our 543 square miles contain beautiful beaches, immaculate ocean and river front communities, and endless groves of renowned Indian River oranges and grapefruit. The School Board of Indian River County is comprised of 5 elected representatives of the community. The School District of Indian River County provides Pre-K through 12 and Adult education services for county residents. The district has 13 elementary schools, 4 middle schools, 2 high schools, 1 alternative education center, 1 exceptional education center, 1 adult education center, and 5 charter schools.

Schools and support sites are connected via a sophisticated fiber-optic network with 1 GB and 10 GB capacity between sites and 100 MB onsite capacity to workstations. This bandwidth is sufficient to allow for video streaming and video conferencing. IP telephone technology has replaced all of the old legacy analog/digital telephone equipment throughout the district. Wireless technology has been implemented at all sites.

**Objective 2.2 Planning Process** District technology planning is facilitated by the District Technology Cabinet under the direction of the Superintendent's Leadership Council.



## Component 2: Background (Continued)

### Objective 2.3 Collaboration With Existing Adult Literacy Service Providers

- Increase collaboration with local institutions of higher learning.
- Adult Education Center, Indian River State College, and various colleges (Florida Atlantic University, University of Florida) deliver course instruction or recertification to instructors.
- The Professional Development Department partners with Florida Atlantic University and NOVA Southeastern University in training future administrators.
- Collaborate with external organizations to increase grant funding for technology initiatives.
- SDIRC Adult Education partners with Adult Literacy of Indian River County to provide adult literacy offerings.
- Adult Education Center offers computer courses to the public.



## Component 3: Needs Assessment / Goals

The needs assessment/goals component of the SDIRC Technology Plan include short and long term prioritized goals for information services, network services, computer services, telecommunication services, and instructional technology requirements.

**Objective 3.1 Description of Information-based Processes** Technology needs will be assessed through a variety of information based processes.

- The Information Technology Department will review results of the Online Technology Resource Survey (Florida Innovates Survey).
- The Professional Development Department will identify technology requirements for effective staff development and instructional resources.
- The Technology Cabinet will meet regularly to identify district instructional and administrative telecommunications and technology needs.
- Schools and departments will submit an annual technology needs assessment to be reviewed by the Technology Cabinet.
- Curriculum and Instruction will continue to identify and assess digital textbooks for the purpose of moving to digital content and assessment systems in all core content areas.





## Component 3: Needs Assessment / Goals

**Objective 3.2 Identification of Key Telecommunications Services and Technology Infrastructure** This includes equipment, assistive and innovative technology, programming, software, technical support, and training needs. The District Technology Cabinet will identify infrastructure and telecommunications requirements, along with important innovations, and plan for implementation of needed modifications.

### Technology Infrastructure

- Maintain, upgrade, and improve network infrastructure systems (i.e. fiber optic network, switches, redundant systems).
- Continue to implement and support internal telecommunication systems (i.e. phone system, media delivery systems).
- Continue to monitor bandwidth usage and increase as needed.
- Include technology infrastructure in all new construction.
- Collaborate with architects and engineers during new construction planning.

### Equipment

- Update/upgrade school networks as needed to support instructional technology needs.
- Continue to expand wireless infrastructure as needed.
- Provide for replacement of obsolete computer hardware and prepare (and acquire, if needed) technical resources to accommodate FLDOE's transition to computer-based testing (PAARC, FCAT 2.0, End of Course exams, Florida Assessments for Instruction on Reading, etc...) and FLDOE's SSO plan, as well as provide pilots for innovative technologies.
- Upgrade school and district level servers as needed.

### Assistive Technology

- Increase awareness of new and existing assistive technologies.
- Provide district level support for assistive technology.



## Component 3: Needs Assessment / Goals (Continued)

### Programming

- Maintain support of core business systems including, but not limited to Student, Finance, HR, and Payroll.
- Upgrade and customize existing Enterprise Resource Planning systems (ERPs) as needed.
- Research and compare Enterprise Resource Planning systems (ERPs) for future implementation.
- Provide specialized reporting and analysis of district data for business and instructional decision making.

### Software

- Maintain computer operating systems at currently supported versions.
- Continue to provide industry standard productivity software for all networked computers.
- Continue to provide upgrades to Active Directory Management software and Schools Interoperability Framework (SIF).
- Maintain data analysis software at supported versions.
- Maintain virus protection software at supported versions.
- Establish and maintain a district supported software inventory list.
- Support electronic grade reporting software.
- Maintain library management system at appropriate levels.
- Maintain digital content management systems.

### Training / Technical Support

- Provide support through Help Desk and technical support staff.
- Maintain support subscriptions for mission-critical applications.
- Provide training and support for district approved software applications.
- Utilize vendors for technical training when appropriate.



## Component 3: Needs Assessment / Goals (Continued)

### Objective 3.3 District Instructional Technology Goals

#### Short-Term Goals:

- Evaluate district security needs and solutions to safeguard district equipment and data.
- Collaborate with instructional staff in the planning and implementation of new classroom technologies.
- Provide targeted and sustained technology integration training at both the school and district levels.
- Maintain an evaluation cycle for instructional software.
- Continue to research and evaluate 1:1 device initiatives for student access.
- Research mobile device options for future 1:1 implementation.
- Implement district wide Bring your Own Device (BYOD) program/policy for students, teachers and administrators.
- Research and implement a Learning Management System.
- Explore options for safe social networking.

#### Long-Term Goals:

- Select and implement mobile devices for 1:1 computing.
- Provide digital delivery of instructional content.
- Research and integrate newest technologies for improved student achievement.



## Component 4: Funding Plan

The funding plan component includes identification of major sources of funding and budget documentation.

**Objective 4.1 Identification of Major Sources of Funding** Categorize funding sources as recurring or nonrecurring and include real and projected dollar amounts for the three-year technology plan.

- Capital Outlay Fund
  - \$500,000 per year, recurring, subject to annual review
- General Fund
  - A portion of the voter approved .6 millage funds – recurring for 4 years
  - Instructional Technology Department budget – recurring, subject to annual review
  - Various General fund budgets as planned – may be non-recurring
- Federal Funds
  - Title II – Training funds, as applicable – may be non-recurring, subject to annual review
  - Various Federal fund sources as planned – may be non-recurring

**Objective 4.2 Budget Development and Documentation** Maintain a sufficient budget to acquire, support, and maintain essential hardware, software, professional development opportunities, and other services needed to implement strategies identified for improved educational services.



## Component 5: Technology Acquisition Plan

Manage acquisition with an increasing emphasis on standardization throughout the district.

**Objective 5.1 Identification of Appropriate Technologies** This is necessary to meet the goals of the district’s instructional and operational programs as identified by the needs assessment procedures. Input from the District Technology Cabinet, the Curriculum and Instruction Department, school based staff, and department administrators is used in identifying appropriate technologies to meet district goals.

School sites and departments assess and recommend appropriate technologies to the District Technology Cabinet for consideration.





## Component 5: Technology Acquisition (Continued)

Manage acquisition with an increasing emphasis on standardization throughout the district.

**Objective 5.2 Identification of Software** Addresses acquisition of software and technology-based educational materials that are usable by students with the widest range of abilities to deliver technology-based instructional programs in support of the Sunshine State Standards.

- Continue to seek grants for the purchase of instructional software
- Provide schools with a list of district approved software
- Provide schools with the support needed to purchase effective instructional software and related resources that meet district standards and policies

**Objective 5.3 Timetable** Timetable for acquisition of technologies in sufficient quantities to meet student and staff needs for instruction and assessment. Refresh cycles will occur on an annual basis, replacing computers, servers, network infrastructure, classroom AV, and other technologies. The goal of these refresh cycles are to replace aging equipment required to support efficient operations and maintain updated technologies for classroom instruction. The following table outlines the warranty coverage for the majority of critical technology equipment. The recommended refresh cycles listed in the table outline the district’s goal for replacing equipment. The current refresh cycle outlines the actual replacement schedules. The difference between the recommended and current refresh cycles are a function of budget constraints.



## Component 5: Technology Acquisition (Continued)

### Refresh Cycle Timetable

Type of Equipment	Warranty / Service Coverage	Recommended Refresh Cycle	Current Refresh Cycles
Desktop Computers	3 years	4 years	7 years
Laptop Computers	3 years	3 years	6 years
Servers	3 years	5 years	8 years
Switches	Lifetime	When obsolete	When obsolete
Projectors	3 years	5 years	7 years
Document Cameras	5 years	5 years	7 years
Voice Enhancement Systems	3 years	5 years	7 years
Large Area Audio/Media Systems (Gyms, Auditoriums, Cafeterias, Stadiums)	1 year	5 – 7 Years	Failure
Security Cameras	1 year	3 years	Failure / Obsolescence
Wireless Access Points	1 year	3 years	Failure / Obsolescence



## Component 5: Technology Acquisition (Continued)

**Objective 5.4 Acquisition** SDIRC technology acquisition policies and procedures are in place and are implemented through the Purchasing Department. The district will maintain adequate replacement parts to provide support beyond warranty coverage.

- Require Schools Interoperability Framework (SIF) implementation as a specified deliverable for future software purchases
- Monitor and evaluate all technology purchases for compatibility
- Ensure acquisition of sufficient bandwidth to support all administrative and instructional needs
- Expand AV Media as needed in support of future construction
- Ensure that computer hardware purchasing agreements include the most current equipment

**Objective 5.5 Technical Guidance to School and District Personnel** Provisions are in place for technical guidance to school and district personnel responsible for making strategic technology related purchasing decisions.

- Develop an internal instrument and associated guidelines to ensure a standardized approach to technology acquisition that can be utilized by non-technical administrators.
- All technology purchases are first routed to the district to ensure they adhere to the District's technology standards.



## Component 6: Access

SDIRC recognizes that equitable and effective access to telecommunications and other technologies to support teaching and learning is imperative to get the maximum return on investment.

### Objective 6.1 Equitable and Effective Access

- Provide digital curriculum resources to teachers, parents, and students.
- Continue to provide employees with access to online training courses.
- Continue to provide access to data management software for all teachers, administrators, and district staff.
- Continue to provide access to web-based reporting for parents and guardians so that they may monitor their students' progress.
- Continue to provide access for students with special needs including those with disabilities.
- Continue to provide appropriate access to Charter Schools and home school connectivity.

**Objective 6.2 District Network & Internet Responsible Use Policy** At SDIRC, the Network & Internet Responsible Use Policy is an important legal safeguard for access to all systems including the internet/World Wide Web that protects the confidentiality of students; protects intellectual property rights, licensing agreements and legal/ethical standards for sharing of resources with other educational entities; and maintains the integrity of systems, programs and information resources.

- Update the Network & Internet Responsible Use Policy for employees and students as needed to reflect changes in policy, state law, and federal legislation.
- Continue to provide internet security to prevent access to inappropriate content.
- Continue to provide firewall protection to prevent hacking, intrusion and other unlawful activities.
- Communicate to school webmasters the district policies for developing and maintaining local web pages.
- Ensure that all third-party vendors and other authorized recipients of student data sign a non-disclosure agreement prior to receipt of privileged data.
- Maintain parent authorization prior to any district publication of student pictures.



## Component 6: Access (Continue)

**Objective 6.3 Technology Protection Measure** SDIRC uses Technology Protection Measures to block or filter internet access. It must protect against access by adults and minors to visual depictions that are obscene, child pornography, or – with respect to use of computers with internet access by minors – harmful to minors. It may be disabled for adults engaged in bona fide research or other lawful purposes.

- Continue to monitor and maintain a content filtering solution to prevent access to inappropriate sites or content.
- Monitor the security issues of providing grades online to parents with full consideration of FERPA requirements.
- Continue to monitor and maintain firewalls for internet security and safety.





## Component 7: User Support Plan

**Component 7 User Support Plan** This plan is critical to ensure the users are provided with the necessary resources to utilize technology as intended.

### **Objective 7.1 Network Management and Improved Support for end users in classrooms**

- Continue to maintain and enhance network support for local and wide area networks.
- Provide district support for software integration through pre-purchase planning and collaboration.
- Enhance support for instructional technology by providing a client management suite for remote problem resolution, for resolving software issues, and for analyzing usage statistics for reallocation of resources.
- Continue monthly “Tech Talk” meetings with the Districts Support Technicians and Educational Technology Specialists.

**Objective 7.2 Equipment Maintenance and Replacement** Technical support options for equipment maintenance and replacement are defined and implemented throughout the district.

- Require that all computer purchases include a minimum three-year on-site warranty.
- Utilize the Information Technology support desk ticket system to track hardware replacement requests.
- Set and maintain equipment donation standards.
- Maintain supply of parts for out of warranty hardware repairs.
- Maintain a district wide computer replacement schedule.
- Maintain equipment disposal procedures.



## Component 8: Staff Training Plan

**Component 8 Technology Integration and Staff Development Plan** Functional implementation of technology is critical and recognizes the need to develop staff skills.

**Objective 8.1 Increasing Use of Technology in the Classroom** Provisions for increasing the use of technology in the classroom and media center and delivery of training in the most cost-effective manner.

- Continue to provide and maintain instructional software that promotes the integration of technology into the daily curriculum.
- Maintain online technology training for all employees through the district’s Professional Development System.
- Continue to support and provide training for the assessment data management systems.
- Continue to provide training and technical assistance for district supported software.
- Continue to provide and support digital content.

**Objective 8.2 Sources of Ongoing Training and Technical Assistance** A list of sources of ongoing training and technical assistance available to teachers and administrators served by the district, such as State technology offices, intermediate educational support units, regional education training facilities or institutions of higher learning provide staff with a roadmap for obtaining additional information related to technology used by SDIRC.

- Develop and maintain a technology matrix of district instructional software.
- Continue to provide professional development offerings through the district workshop registration system.
- Continue to provide email notification of upcoming training opportunities.
- Continue to provide online technology trainings.
- Continue to review, update and maintain an internal Professional Development site.



## Component 9: Program Evaluation

### Component 9 Program Evaluation

**Objective 9.1 Technology Acquisition** Description of the process for the ongoing evaluation of how the technologies acquired are being integrated into the school curriculum and affecting student achievement.

- Provide training and support to teachers and staff on newly acquired technologies.
- Continue to expand applications and related analytical student performance tools for the purpose of interpreting new technology effectiveness.
- Review analytical data to determine necessary modifications.

**Objective 9.2 Mid-Course Corrections** SDIRC maintains the ability to make mid-course corrections in response to new developments and opportunities as they arise.

- Maintain an agenda for regular Technology Cabinet meetings to accommodate group consideration of reported anomalies/problems/issues allowing for consideration for mid-course correction.



## Component 10: E-Rate

**Component 10 E-Rate** This funding assistance is pursued to optimize the acquisition of technology for the classroom.

**Objective 10.1 Library Services & Technology** Clear goals and a realistic strategy for using the telecommunications and information technology to improve education or library services.

- Continue to replace and expand functionality and capacity of telecommunication infrastructure.
- Continue to monitor bandwidth for expansion as needed and in anticipation of delivery of more digitized information.
- Continue to support and upgrade media center services.
- Continue to develop and implement comprehensive communication systems for students, staff, parents and the community.

**Objective 10.2 Staff Development and Technology** A professional development strategy to ensure that staff know how to use these new technologies to improve education or library services.

- Continue to provide support and training for media center technologies.
- Continue to provide support and training for phone system operation and maintenance.
- Continue to provide support and training for internet access and application service providers.



## Component 10: E-Rate (Continued)

**Objective 10.3 Technology Services – Assessment** An assessment of the telecommunications services, hardware, software, and other services that will be needed to improve education or library services.

- Continue to assess the state of library media hardware/software, and other media services by the District Media Specialists and report the findings to the Technology Cabinet for review.
- The Information Technology Leadership team will continue to assess the state of telecommunications services, hardware, software, and all other technology services and report the findings to the Technology Cabinet for review.

**Objective 10.4 District Funding Plan** A sufficient budget to acquire and support the non-discounted elements of the plan: the hardware, software, professional development, and other services that will be needed to implement the strategy.

- The budget committee will calculate the amount of the NON-DISCOUNTED portion of E-Rate and budget accordingly to cover the expense. This section of the plan addendum concerns ancillary requirements necessary to make the requested E-Rate services function (e.g. computers, software, and professional development).

**Objective 10.5 An Evaluation Process** This enables the school or library to monitor progress toward the specific goals (of the eligible entity) and make mid-course (i.e. mid-year) corrections in response to new developments and opportunities as they arise.

- Discuss and evaluate progress of project goals during Technology Cabinet meetings.
- Formulate a plan for any changes or corrections as per E-Rate process.



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**School District of Indian River County**  
**2012 -2013 Casualty Safety and Sanitation Report**  
**Adult Education**

**Inspection Date:** 1/16/2013, 4/24/2013

**Inspected By:** Deborah Wethington 772-564-3137

**Occupant Type:** Educational

**Occupant Number:** NA

**Occupant Address:** 1426 18<sup>th</sup> Street, Vero Beach, Florida

**Facility Maintenance**

Structure, fixtures and materials are in good condition.

~~Description: Wood ramp, railing and steps are in very poor condition~~

~~Corrective action/schedule: Repair, replace or remove 90 days~~

~~Location: Trailer adjacent to Annex 2 building~~

Inspector will return on or after 4/17/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above

**School District of Indian River County**  
**2012 – 2013 Annual Casualty Safety and Sanitation Report**  
**Alternative Center for Education**

**Inspection Dates:** 2/4/2013, 5/7/2013 (strikethrough = corrected)

**Inspected By:** Deborah Wethington, 772-564-3137

**Occupant Type:** High school                      **Occupant Number:** FISH: 00007

**Address:** 4680 28th Court, Vero Beach, Florida

**Security and Access:** Fencing and gates do not allow roof access.

Description: Stairs allow access to roof

Corrective action/schedule: Install barrier to prevent access to roof - 180 days

Location: At end of two story classroom buildings

**Doors, Walks, and Surfaces**

Uneven threshold > 1/2 inch, repair - 90 days. Location: 2-203, 2-201

**Facility Maintenance**

Elevator/passenger lift in safe condition.

~~Expired inspection certificate, schedule and complete inspection – 90 days.~~

~~Location: Elevator~~

Inspector will return on or after 5/6/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

**School District of Indian River County**  
**2012 -2013 Casualty Safety and Sanitation Report**  
**Attendance Department**

**Inspection Date:** 1/16/2013

**Inspected By:** Deborah Wethington, 772-564-3137

**Occupant Type:** NA

**Occupant Number:** NA

**Occupant Address:** 1426 18<sup>th</sup> Street, Vero Beach, Florida

**CONGRATULATIONS!!!! - FOR A JOB WELL DONE.**

**Thank you, to the staff, for taking time and care to ensure the safety of all who visit and occupy this facility.**

**No violations have been observed during this inspection.**

**Inspector Comments: No violations or deficiencies observed.**

**School District of Indian River County**  
**2012 – 2013 Annual Casualty Safety and Sanitation Report**  
**Beachland Elementary School**

**Inspection Date:** 1/9/13, 5/6/2013

**Inspected By:** Deborah Wethington 772-564-3137

**Occupant Type:** Elementary school                      **Occupant Number:** FISH: 00005

**Occupant Address:** 3350 Indian River Drive East, Vero Beach, Florida

**Doors, Walks, and Surfaces**

Walking surface is even and with no trip and slip hazards.

Damaged, uneven walk surface is trip hazard, repair - 60 days.

Location: Outside P2, Near south parking lot

**Facility Maintenance**

Structure, fixtures and materials are in good condition.

Description: Missing ceiling vent cover

Corrective action/schedule: Replace - 90 days Location:

Rm. 900 (W.O. Submitted)

Description: Rusty sharp edges on metal doors

Corrective action/schedule: Repair or replace doors - 120 days

Location: 3000 M.E.



Bathrooms and areas prone to odors and fumes are ventilated.

Description: Bathroom fan does not work

Corrective action/schedule: Repair - 60 days

Location: Building 2000

Inspector will return on or after 4/10/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

**School District of Indian River County**  
**2012 - 2013 Annual Casualty Safety and Sanitation Report**  
**Citrus Elementary**

**Inspection Dates:** 1/14/2013, 4/16/2013 (strikethrough = corrected)

**Inspected By:** Deborah Wethington, 772-564-3137

**Occupant Type:** Elementary school                      **Occupant Number:** FISH: 00011

**Occupant Address:** 2771 4th Street, Vero Beach, Florida

**Facility Maintenance**

Structure, fixtures and materials are in good condition.

Description: Stained ceiling tile indicate roof or pipe leakage.

Corrective action/schedule: Investigate cause, repair - 60 days    Location: Media Center

Description: Broken water fountain

Corrective action/schedule: Repair - 60 days    Location: Media Center

Description: Missing walkway cover

Corrective action/schedule: Replace, repair - 90 days    Location: East of Building 600

Description: Faulty bathroom fan

Corrective action/schedule: Repair - 90 days    Location: F702

Inspector will return on or after 4/15/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of the SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

**School District of Indian River County**  
**2012 -2013 Casualty Safety and Sanitation Report**  
**District Administrative Office**

**Inspection Date:** 1/8/2013, 4/18/2013 (strikethrough = corrected)

**Inspected By:** Deborah Wethington, 772-564-3137

**Occupant Type:** None

**Occupant Number:** NA

**Occupant Address:** 1990 25th Street, Vero Beach, Florida

**Doors and Walkways**

Description: Locked door does not allow access to emergency exit (entrapment)

Corrective Action: Install lock that can be deactivated during an emergency

Location: I.T. Computer Room

Description: Excessive storage in corridor hinders egress in event of an emergency

Corrective Action: Remove items stored in corridor

Location: I.T. Department

Inspector will return on or after 3/16/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

**School District of Indian River County**  
**2012 – 2013 Annual Casualty Safety and Sanitation Report**  
**Dodgertown Elementary**

**Inspection Date:** 1/15/2013, 5/1/2013 (strikethrough = corrected)

**Inspected By:** Deborah Wethington, 772-564-3137

**Occupant Type:** Elementary school                      **Occupant Number:** FISH: 00012

**Occupant Address:** 4350 43rd Avenue, Vero Beach, Florida

**Facility Maintenance**

Structure, fixtures and materials are in good condition.

Description: Baseboard stripping is loose

Corrective action/schedule: Repair - 60 days

Location: Media Center near main check out desk

Description: ~~Missing ceiling tile~~

~~Corrective action/schedule: Replace – 60 days Location:~~

~~101 storage~~

Description: Electrical outlet cover missing

Corrective action/schedule: Replace - 60 days

Location: P.E. Storage exterior

Interior rooms/spaces have the proper identification and signage.

Description: Missing room identification signs

Corrective action/schedule: Replace - 90 days

Location: Various and throughout

## Sanitation & Health

Bathrooms and areas prone to odors and fumes are ventilated.

Description: Bathroom fan does not work

Corrective action/schedule: Repair -60 days

Location: Rms: P11, 717A

Inspector will return on or after 4/19/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.



## School District of Indian River County

### 2012 – 2013 Annual Casualty Safety and Sanitation Report

#### Fellsmere Elementary

**Inspection Dates:** 11/19/2012, 2/21/2013 (*strikethrough = corrected items*)

**Inspector:** Deborah Wethington 772-564-3137

**Occupant Type:** Elementary school,                      **Occupant Number:** FISH: 00008

**Occupant Address:** 50 North Cypress Street, Fellsmere, Florida

#### Hazardous Materials

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days.

Location: Rms. 506, 223, Media Ctr. Custodian

#### Doors, Walks, and Surfaces

Covered walkway cover to portables has gap at doorways which allow rainwater to puddle on classroom floors (slip hazard)

Stained ceiling tiles, possible pipe or roof leak.

Investigate cause of leak, repair and replace tiles – 60 days

Location: Corridor near room 705

Light fixture missing cover

Repair or replace fixture – 90 days

Location: Rms 406, 709

~~Missing ceiling tile, replace tile – 30 days~~

~~Location: Cafeteria~~

~~Exit door is blocked (boxes and various items stored in classroom in front of exit door), remove obstruction – 30 days. Location: Portable 562 (corrected immediately by inspector)~~

## Facility Maintenance

Description: Hole/opening in wall Corrective action/schedule: Repair - 90 days

Location: Stage back wall

Description: Plastic base board stripping is loose, detached from wall

Corrective action/schedule: Repair - 30 days

Location: Rm. 713

## General Safety

Storage is in appropriate locations and meets safety standards.

Description: Excessive storage in bathrooms

Corrective action/schedule: Remove items or install fire smoke detector - 30 days

Location: Various bathrooms in portable buildings

Inspector will return on or after 2/20/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the School District of Indian River County has observed the above noted violations of the State Requirements of Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

**School District of Indian River County**  
**2012 – 2013 Annual Casualty Safety and Sanitation Report**  
**Freshman Learning Center**

**Inspection Dates:** 2/6/2013, 5/8/2013 (strikethrough = corrected)

Inspected By: Deborah Wethington, 772-564-3137

**Occupant Type:** High/junior high school      **Occupant Number:** FISH: 00002

**Occupant Address:** 1507 19th Place, Vero Beach, Florida

**Security and Access**

Door and gate locksets allow escape from inside.

Description: Combination lock on storage door

Corrective action/schedule: Remove - 30 days

Location: 302H

**Hazardous Materials**

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days.

Location: Various areas

**Facility Maintenance**

Structure, fixtures and materials are in good condition.

Description: ~~Ceiling fixture cover is loose~~

Corrective action/schedule: ~~Repair – 60 days~~

Location: ~~600 Wing Corridor near exit, Rm. 511~~

Description: Loose electrical outlet poles  
Corrective action/schedule: Anchor to floor and ceiling - 90 days  
Location: Rm. 506

Description: Hole in exterior wall  
Corrective action/schedule: Repair - 180 days  
Location: Near Rm. 302H

Ventilation system is in operable condition.

Description: Bathroom vent not working, repair - 90 days.  
Location: 509

Description: Bathroom fan is extremely noisy, replace or repair – 90 days  
Location: Rm. 123 (Staff bathroom)

### **Sanitation & Health**

General areas are clean and free of vermin.

Description: Dirty drinking fountain  
Corrective action/schedule: Clean and sanitize - 30 days  
Location: Various areas

Inspector will return on or after 5/6/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

**School District of Indian River County**  
**2012 – 2013 Annual Casualty Safety and Sanitation Report**  
**Gifford Middle School**

**Inspection Dates:** 1/10/13, 4/17/2013 (strikethrough = corrected)

**Inspected By:** Deborah Wethington, 772-564-3137

**Occupant Type:** Middle school                      **Occupant Number:** FISH: 00006

**Occupant Address:** 4530 28th Court, Vero Beach, Florida

**Security and Access**

Exposed equipment is locked and secured.

Equipment is not fenced, install fencing - 90 days.

Location: Air Conditioners, outside and back of kitchen

**Emergency Management**

At least one Code Yellow and Code Red drill is conducted per year.

~~Drills not conducted, conduct drills – 30 days.~~

**Hazardous Materials**

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days.

Location: General and throughout



### **Doors, Walks, and Surfaces**

Exit door/window is operable and unobstructed.

Exit door is blocked, remove obstruction - 30 days. Location: Near Rm. 1109

### **Facility Maintenance**

Structure, fixtures and materials are in good condition.

Description: Severe rust on structure - exterior overhang

Corrective action/schedule: Repair - 180 days Location: Building 900

### **Sanitation & Health**

Bathrooms and areas prone to odors and fumes are ventilated.

Description: Bathroom fans do not work

Corrective action/schedule: Repair - 60 days Location: Rms: 607, 309

Inspector will return on or after 4/11/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.



## Sanitation & Health

General areas are clean and free of vermin.

Description: Dirty, unsanitary drinking fountain

Corrective action/schedule: Clean and sanitize - 30 days Location: Cafeteria

Description: Dirty classroom bathroom floors

Corrective action/schedule: Clean floors and floor edges - 90 days

Location: General, throughout facility

Inspector will return on or after 3/20/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

**School District of Indian River County**  
**2012 – 2013 Annual Casualty Safety and Sanitation Report**  
**Highlands Elementary**

**Inspection Dates:** 12/18/2012, 3/24/2013 (*strikethrough = corrected*)

**Inspected By:** Deborah Wethington, 772-564-3137

**Occupant Type:** Elementary school                      **Occupant Number:** FISH: 00018

**Occupant Address:** 500 20th Street, Vero Beach, Florida

**Doors, Walks, and Surfaces**

Description: ADA door opener does not work

Corrective action/schedule: Repair - 60 days    Location: Corridor 600

**Facility Maintenance**

Structure, fixtures and materials are in good condition.

~~Description: Missing ceiling tiles~~

~~Corrective action/schedule: Replace tiles - 30 days - Location: Kitchen (W.O. submitted)~~

Electrical systems meet safety requirements.

~~Description: Loud noise from electrical room (transformer?)~~

~~Corrective action/schedule: Repair - 30 days - Location: 608 -~~

Inspector will return on or after 3/19/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of the Florida Fire Prevention Code or SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

**School District of Indian River County**  
**2012 – 2013 Annual Casualty Safety and Sanitation Report**  
**Liberty Magnet School**

**Inspection Date:** 12/5/2012, 3/7/2013 (strikethrough = corrected)

**Inspected By:** Deborah Wethington 772-564-3137

**Occupant Type:** Elementary school                      **Occupant Number:** FISH: 00030

**Occupant Address:** 6850 81st Street, Vero Beach, Florida

**Emergency Management**

At least one Code Yellow and Code Red drill is conducted per year.

~~Drills not conducted, conduct drills – 30 days.~~

**Hazardous Materials**

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days. Location: Rm: 629

**Facility Maintenance**

Structure, fixtures and materials are in good condition.

Description: Wall plaster damaged and peeling

Corrective action/schedule: Repair plaster - 120 days

Location: Outside room 620

Description: Missing ceiling tile(s)

Corrective action/schedule: Replace tiles - 30 days

Location: Rms: 403, 627



## Sanitation & Health

General areas are clean and free of vermin.

~~Description: Dirty and unsanitary (dead bugs) ceiling light covers~~

~~Corrective action/schedule: Clean—30 days~~

~~Location: Kitchen (Work Order submitted)—~~

Inspector will return on or after 3/6/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

**School District of Indian River County**  
**2012 -2013 Annual Casualty Safety and Sanitation Report**  
**Osceola Magnet School**  
*(formerly Thompson Lifelong Learning Center)*

**Inspection Date:** 1/7/2013, 4/9/2013

**Inspected By:** Deborah Wethington, 772-564-3137

**Occupant Type:** Elementary school

**Occupant Number:** FISH: 00004

**Occupant Address:** 665 20th Street, Vero Beach, Florida

**Doors, Walks, and Surfaces**

Walking surface is even and with no trip and slip hazards.

Damaged, frayed rug/mat is trip hazard, remove/replace - 30 days. Location: Corridor 600

**Facility Maintenance**

Structure, fixtures and materials are in good condition.

Description: Missing ceiling tiles

Corrective action/schedule: Replace tiles -30 days

Location: Near Rms: 802 and 217

Inspector Comments: Did not inspect kitchen and cafeteria under construction.

Inspector will return on or after 4/8/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

**School District of Indian River County**  
**2012 – 2013 Annual Casualty Safety and Sanitation Report**  
**Oslo Middle School**

**Inspection Date:** 1/8/2013, 4/30/2013 (strikethrough = corrected)

**Inspected By:** Deborah Wethington, 772-564-3137

**Occupant Type:** Middle school      **Occupant Number:** FISH: 00019

**Occupant Address:** 480 20th Avenue, Vero Beach, FL

**Hazardous Materials**

Chemical containers are labeled and identified.

~~Label missing or illegible, label chemical container — 30 days. Location: Rms: J913, J901, G701~~

**Doors, Walks, and Surfaces**

~~Description: Protruding metal post (trip hazard)~~

~~Corrective Action: Remove post — 30 days Location: Parking area, kitchen back entrance~~

**Facility Maintenance**

~~Description: Water fountain broken Corrective action/schedule: Repair — 60 days~~

~~Location: Corridor near Rms: J932, H808 (Work Orders submitted) —~~

Inspector will return on or after 4/9/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

**School District of Indian River County**  
**2012 – 2013 Annual Casualty Safety and Sanitation Report**  
**Pelican Island Elementary**

**Inspection Dates:** 12/3/2012, 3/20/2013 (*strikethrough = corrected item*)

**Inspected By:** Deborah Wethington 772-564-3137

**Occupant Type:** Elementary school, incl. kindergarten      **Occupant Number:** FISH: 00009

**Occupant Address:** 1355 Schuman Drive, Sebastian, Florida

**Security and Access**

Exposed equipment is locked and secured.

Gate to equipment is unlocked, secure - 30 days. Location: Parent P/U Loop

Exterior door is operable and does not allow unauthorized access.

Exterior door does not close or latch, repair - 30 days. Location: 800 Wing East

**Emergency Management**

Description: Exit sign broken/missing

Corrective action/schedule: Repair - 30 days Location: Corridor near room 703

**Hazardous Materials**

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days. Location: Rms:406, 615

**Doors, Walks, and Surfaces**

Walking surface is even and with no trip and slip hazards.

Damaged, uneven walk surface is trip hazard, repair - 60 days. Location: Outside 800 Wing East

## Facility Maintenance

Structure, fixtures and materials are in good condition.

~~Description: Missing ceiling tiles~~

~~Corrective action/schedule: Replace tiles - 30 days - Location: Rms: 612, 712 (work in progress)~~

Description: Light fixture cover broken or loose

Corrective action/schedule: Repair cover - 30 days Location: Rm: 810

Description: Water stained ceiling tile indicates possible leakage

Corrective action/schedule: Investigate leak, repair and replace tile - 90 days

Location: Corridor near room 808

Interior rooms/spaces have the proper identification and signage.

Description: Classroom number is missing

Corrective action/schedule: Post appropriate room number Location: Near room 808

## Sanitation & Health

General areas are clean and free of vermin.

Description: Plastic light covers are dirty

Corrective action/schedule: Clean - 90 days Location: Kitchen

Description: Dirt is accumulating near wall areas

Corrective action/schedule: Clean floor edges when mopping - 30 days Location: Kitchen

Inspector will return on or after 3/4/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.



**School District of Indian River County**  
**2012 – 2013 Annual Casualty Safety and Sanitation Report**  
**Rosewood Magnet School**

**Inspection Date:** 12/6/2012, 4/4/2013 (*strikethrough = corrected*)

**Inspected By:** Deborah Wethington 772-564-3137

**Occupant Type:** Elementary school                      **Occupant Number:** FISH: 00003

**Occupant Address:** 3850 16th Street, Vero Beach, Florida

**Facility Maintenance:** Structure, fixtures and materials are in good condition.

Description: Loose ceiling light fixture and tile

Corrective action/schedule: Repair or replace - 60 days

Location: Rm: 5

~~Description: Missing ceiling tile~~

~~Corrective action/schedule: Replace - 30 days Location: Rm: 308~~

Description: Hole/opening in wall

Corrective action/schedule: Repair - 120 days

Location: Rm: 300D

Description: Light cover missing

Corrective action/schedule: Replace - 90 days

Location: Kitchen (hood over stove and equipment)

Interior rooms/spaces have the proper identification and signage.

Description: Missing room number or identification

Corrective action/schedule: Replace - 120 days Location: Rm: 5

Ventilation system is in operable condition.

Bathroom vent not working, repair - 90 days.

Location: General, throughout school

Inspector will return on or after 3/7/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

**School District of Indian River County**  
**2012 – 2013 Annual Casualty Safety and Sanitation Report**  
**Sebastian Elementary**

**Inspection Date:** 11/26/2012, 3/12/2013

**Inspection Type:** Annual Casualty Safety and Sanitation

**Inspected By:** Deborah Wethington, 772-564-3137

**Occupant Type:** Elementary school      **Occupant Number:** FISH: 00016

**Occupant Address:** 400 Sebastian Boulevard, Sebastian, Florida

**Hazardous Materials**

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days. Location: Rms. 813, 615

**Facility Maintenance**

Structure, fixtures and materials are in good condition.

Description: Missing ceiling tile(s)

Corrective action/schedule: Replace - 30 days

Location: Rms. 312, corridor near rm. 715 (roof repair work in progress)

Description: Stained ceiling tile, possible roof or pipe leakage

Corrective action/schedule: Investigate cause of leak, repair and replace tile - 90 days

Location: Rm. 404

Description: Opening in wall, missing electrical cover.

Corrective action/schedule: Replace cover - 60 days

Location: Rm. 313

Ventilation system is in operable condition.  
Bathroom vent not working, repair - 90 days.  
Location: 805

Inspector will return on or after 2/27/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

**School District of Indian River County**  
**2012 – 2013 Annual Casualty Safety and Sanitation Report**  
**Sebastian River High School**

**Inspection Dates:** 12/10/2012, 4/23/2013 (*strikethrough = corrected*)

**Inspected By:** Deborah Wethington, 772-564-3137

**Occupant Type:** High school – sprinkled

**Occupant Number:** FISH: 00020

**Address:** 9001 90th Avenue, Sebastian, Florida

**Hazardous Materials**

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days.

Location: General, throughout facility

**Doors, Walks, and Surfaces**

Walking surface is even and with no trip and slip hazards.

Damaged, uneven walk surface is trip hazard, repair - 60 days.

Location: V Wing Corridor

Stairs and balconies connecting buildings are covered or roofed.

Stairway/walkway/balcony not covered, install cover - 120 days.

Location: Portables adjacent to V Wing



## **Facility Maintenance**

Structure, fixtures and materials are in good condition.

Description: Water stained ceiling tile indicates possible leak (roof or pipe)

Corrective action/schedule: Investigate, repair and replace tile - 90 days

Location: Rms: C116, C117, C120, G205

Description: Missing ceiling tiles

Corrective action/schedule: Replace - 30 days Location: C115, C104, Near A118

~~Description: Elevator inspection certification expired~~

~~Corrective action - Schedule inspection and post certificate - 60 days~~

Description: Broken water fountain

Corrective action/schedule: repair - 60 days Location: C202, F216

Interior rooms/spaces have the proper identification and signage.

Description: Missing room identification numbers

Corrective action/schedule: Post Room ID numbers - 120 days

Location: General, throughout

Plumbing is in good condition.

Description: Pipe opening cover in ground is broken

Corrective action/schedule: Replace cover - 60 days Location: Outside Rm: H110

## **General Safety**

Description: Gap in railing (fall hazard)

Corrective action/schedule: Close gap - 30 days Location: South stadium seating

## **Sanitation & Health**

General areas are clean and free of vermin.

Description: Broken, rusted ice machine

Corrective action/schedule: Replace equipment - 90 days Location: Baseball concession stand

Description: Dead roaches in light fixtures

Corrective action/schedule: Clean fixtures - 60 days      Location: P201

Inspector will return on or after 3/11/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

**School District of Indian River County**  
**2012 – 2013 Annual Casualty Safety and Sanitation Report**  
**Sebastian River Middle School**

**Inspection Dates:** 11/27/2012, 3/6/2013 *(strikethrough – corrected items)*

**Inspected By:** Deborah Wethington 772-564-3137

**Occupant Type:** High/Jr. high/middle school, sprinkled      **Occupant Number:** FISH: 00014

**Address:** 9400 County Road 512, Sebastian, Florida

**Custom Safety and Sanitation Codes**

**Security and Access**

Door and gate locksets allow escape from inside.

Description: Inside freezer door escape latch difficult to turn

Corrective action/schedule: Repair or replace latch - 30 days

Location: Kitchen near rear exit door

**Doors, Walks, and Surfaces**

Walking surface is even and with no trip and slip hazards.

~~Extension cord is trip hazard, remove – 30 days. Location: 510B~~

Description: ADA door opener does not work

Corrective action/schedule: Repair - 30 days

Location: Gym

Description: Exterior door does not securely close

Corrective action/schedule: Repair - 60 days

Location: Gym

## Facility Maintenance

Structure, fixtures and materials are in good condition.

Description: Stained ceiling tile indicates possible roof or pipe leak

Corrective action/schedule: Investigate leakage, repair and replace tile - 90 days

Location: Rms. 506, 511A

Description: Missing baseboard

Corrective action/schedule: Repair - 120 days

Location: Gym

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of the SREF on your premises.

Inspector will return on or after 2/28/2013

**School District of Indian River County**  
**2012 – 2013 Annual Casualty Safety and Sanitation Report**  
**Storm Grove Middle School**

**Inspection Date:** 2/14/13, 5/21/13 (*strikethrough = corrections*)

**Inspected By:** Deborah Wethington 772-564-3137

**Occupant Type:** Middle school                      **Occupant Number:** FISH: 00031

**Address:** 6400 57th Street, Vero Beach, Florida

**Hazardous Materials**

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days.

Location: Various Locations

Inspector will return on or after 5/15/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.



**School District of Indian River County**  
**2012 – 2013 Annual Casualty Safety and Sanitation Report**  
**Transportation Department**

**Inspection Dates:** 1/24/13, 5/2/2013

**Inspected By:** Deborah Wethington, 772-564-3137

**Occupant Type:** Motor vehicle/bus maintenance and repair **Occupant Number:** FISH: 9008

**Occupant Address:** 5235 41st Street, Vero Beach, FL

**Facility Maintenance**

Structure, fixtures and materials are in good condition.

Description: Missing ceiling tiles

Corrective action/schedule: Replace tiles - 30 days

Location: S.E. Corridor (Repair in progress)

Inspector will return on or after 4/25/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

**School District of Indian River County**  
**2012 – 2013 Annual Casualty Safety and Sanitation Report**  
**Treasure Coast Elementary**

**Inspection Dates:** 12/4/2012, 3/14/2013 (*strikethrough = corrected items*)

**Inspector:** Deborah Wethington 772-564-3137

**Occupant Type:** Elementary school                      **Occupant Number:** FISH: 00028

**Occupant Address:** 8955 85th Street, Sebastian, Florida

**Hazardous Materials**

Chemical containers are labeled and identified.

Label missing or illegible, label chemical container - 30 days.

Location: Custodial Storage

**Facility Maintenance**

~~Description: Walkway awning is torn, bad condition~~

~~Corrective action/schedule: Mend or replace awning - 90 days~~

~~Location: Walkway between 900 portables~~

**Sanitation & Health**

~~Description: Dirty drinking fountains~~

~~Corrective action/schedule: Clean and sanitize - 30 days~~

~~Location: Cafeteria~~

Inspector will return on or after 3/5/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

**School District of Indian River County**  
**2012 - 2013 Annual Casualty Safety and Sanitation Report**  
**Vero Beach High School (Main Campus)**

**Inspection Dates:** 2/26/2013, 5 29/13 (*strikethrough = corrected*)

**Inspected By:** Deborah Wethington 772-564-3137

**Occupant Type:** High school                      **Occupant Number:** FISH: 00001

**Occupant Address:** 1707 16th Street, Vero Beach, Florida

**Security and Access:**

Description: Gate and fence entrance allows access to building roof

Corrective action/schedule: Construct fencing to prevent access - 180 days

Location: East side, student parking lot

Door and gate locksets allow escape from inside.

~~Description: Freezer door lock release (inside) does not work, entrapment if someone is accidentally locked inside.~~

~~Corrective action/schedule: Repair inside lock release—30 days~~

~~(W.O. submitted Location: 8-138F—~~

**Facility Maintenance**

Structure, fixtures and materials are in good condition.

Description: Light switch cover missing

Corrective action/schedule: Replace - 60 days

Location: 7-004

Elevator/passenger lift in safe condition.

~~Expired inspection certificate, schedule and complete inspection—90 days.~~

~~Location: Performing Arts Center~~

Inspector will return on or after 5/27/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

**School District of Indian River County**  
**2012 – 2013 Annual Casualty Safety and Sanitation Report**  
**Wabasso Exceptional School**

**Inspection Dates:** 1/15/2013, 5/6/2013

**Inspected By:** Deborah Wethington, 772-564-3137

**Occupant Type:** Educational, other **Occupant Number:** FISH: 00010

**Occupant Address:** 8895 US Hwy 1, Sebastian, Florida

**Security and Access**

Door and gate locksets allow escape from inside.

Description: Deadbolt lock on gate does not allow escape if locked

Corrective action/schedule: Remove - 30 days

Location: Patio garden Rm. 010

Inspector will return on or after 4/17/2013

**ALL VIOLATIONS MUST BE CORRECTED.** An authorized representative of the Indian River School District has observed the above noted violations of the State Requirements for Educational Facilities (SREF) on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.



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## **OWNER/ CONTRACTOR CONSTRUCTION AGREEMENT (LUMP SUM)**

THIS AGREEMENT is dated and will be effective on the 25<sup>th</sup> day of June, 2013, by and between the School Board of Indian River County, an entity existing under the laws of the state of Florida, (hereinafter called OWNER) and Sunshine Land Design, Inc., (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**OSLO MIDDLE SCHOOL PARENT PICKUP/DROPOFF LOOP AND  
WETLANDS IMPROVEMENTS**  
For The School Board of Indian River County  
Project No. SDIRC 2013-19

Construction of a new parent drop-off and pick-up loop with stacking lane to include a new driveway with culvert onto 5<sup>th</sup> Street SW, an approximately 700' vehicle stacking lane, miscellaneous grading work, and a revitalization of an existing wetland area with a new boardwalk located on the Oslo Middle School campus in Vero Beach, Florida. The Work shall include complete installation of all required Site/Civil work as detailed in the plans and specifications, schedule of values of the Contractor as approved in writing by the ARCHITECT, together with this Contract and the General Conditions of Contract 1997 AIA General Conditions 201 and by this reference incorporated herein, (collectively referred to as "Contract Documents").

### **ARTICLE 2 – ARCHITECT**

The Project has been designed by MBV Engineering, Inc., who is hereinafter called Architect and who is to act as OWNER's representative. The Architect shall assume all duties and responsibilities and have the rights and authority to act as the Architect as specified in the Contract Documents in connection with completion of the Work and in accordance with the Contract Documents. The Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Architect and so advising the Contractor in writing, at which time the person or organization so designated shall be the Architect for purposes of this Contract.

### ARTICLE 3 - CONTRACT TIME

- 3.1 Work shall be substantially completed within 30 calendar days (or by **August 2, 2013**) from the date the Notice to Proceed is issued by Owner. The work shall be ready for Final Completion within 45 calendar days (or by **August 17, 2013**) from the date runoff Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. Time is of the essence in the performance of the Work. The Owner and Contractor agree that the losses suffered by Owner if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Contractor acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as the Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$500.00 for each calendar day thereafter until Substantial Completion is achieved and \$250.00 for each calendar day thereafter until Final Completion is achieved. Should the Contractor achieve Substantial Completion of the Work within the Contract Time but fail to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$0.00 for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion or Final Completion of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Contractor fails to achieve either Substantial Completion or Final Completion of the Work within the Contract Time. Owner has paid to Contractor out of the first payment hereunder, the consideration of \$10.00 as consideration for this provision.
- 3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Architect and in accordance with the Contract Documents. The time during which the Contractor is delayed in the performance of the Work by acts or omission of the Owner or Architect or any other unforeseeable conditions or events that could not have reasonably been predicted shall be added to the time for completion of the Work. A change in Contract Time may only be authorized by a written Change Order.

- 3.4 The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein. The Contractor shall not mobilize, commence Work or store materials or equipment on site until: (1) written Notice to Proceed is issued or until the Contractor otherwise receives the Owner's written consent and; (2) all bonds and Certificates of Insurance have been executed, delivered to and accepted by the Owner and; (3) Contractor has delivered to Owner his as-planned schedule, original job cost estimate, list of Subcontractors and corporate resolution designating his representative.
- 3.5 The Date of Substantial Completion of the Work is the Date certified by the Architect and the Owner when the Work is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy and utilize the Work for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. Only incidental corrective work and any final cleaning beyond that needed for the Owner's full use may remain for final completion.
- 3.6 The date of Final Completion of the Work is the date certified by the Owner and Architect when the Work is totally complete, to include all items listed on the inspection report following substantial completion inspection, in accordance with the Contract Documents and the Owner may fully occupy and utilize all of the Work for the use for which it is intended.

#### **ARTICLE 4 - CONTRACT PRICE**

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

The Contractor's price(s) in the Bid Form is in the amount of **\$147,160.75**. The Owner may include a **N/A % (\$ 0.00)** contingency, for a total contract amount of **\$147,160.75**. Any contingency remaining at the closeout or completion of the project will be retained by the Owner.

#### **ARTICLE 5 - PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents, AIA Form G702. Applications for Payment will be approved by Architect, then forwarded to the Owner for payment as provided in the Contract Documents.

- 5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by Architect. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the Contract Documents. The OWNER agrees to make payments within 25 business days providing the CONTRACTOR processes the invoice and delivers same to the Facilities Division Bookkeeping Department as the single agent/point of contact, by the 20<sup>th</sup> of the preceding month. The OWNER will not withhold payment without proper and adequate justification.

### **General Requirements**

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

90% of Work completed.

0% of materials and equipment not incorporated in the Work.

5.1.2. Upon Substantial Completion payment may be made in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts, as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

5.1.3. When the Architect determines that the Work or designated portion thereof as defined in the Contract Documents is substantially complete, the Architect shall issue a Certification of Substantial Completion which establishes: the date of substantial completion; the "Substantial Completion Punch List", which establishes a single list providing feedback to the Contractor on non-conforming work, or work requiring further quality adjustments and must be developed within 30 calendar days of the date of substantial completion and delivered to Contractor within 5 calendar days thereafter; the date the Contractor will have completed all items on the Substantial Completion Punch List, and such other items as the Architect and Owner deem appropriate. The Certificate of Substantial Completion shall be executed by the Architect, Contractor and Owner. The Contractor will promptly engage in completing the Substantial Completion Punch List within 10 days of its issuance.



- 5.2. FINAL PAYMENT. Final payment of the Contract Sum will be made after the Architect certifies that the Work is complete, Owner's representatives complete their final acceptance report, the School District's Building Official completes the final inspection and a "certificate of occupancy" is issued. . Final Payment to the contractor requires School Board approval in accordance with Florida Statute 1013.50. It is understood and agreed, that final payment will not be withheld if a certificate of final inspection is issued by the Owner's Uniform Building Code Inspector, or if any other government agency refuses to give final acceptance for any reason other than the failure of the Contractor to complete the Work in accordance with the Contract Documents. Further, neither final payment nor any remaining Retainage shall be paid to the Contractor until the Architect has received an affidavit in a form sufficient to the Owner that all indebtedness in connection with the performance of the Work for which the Owner or the Owner's property may be held liable or encumbered, have been fully paid or otherwise satisfied; a certification in a form acceptable to the Owner which establishes that all required insurance will remain in full force and effect after final payment and will not be cancelled or allowed to expire until at least 30 days prior written notice has been provided to the Owner; consent of the surety to final payment; and any other certifications reasonably required by the Owner establishing full payment or satisfaction of any obligations. In the event the Contractor fails to furnish such certifications as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor as a condition of final payment and at the Contractor's expense, to furnish a bond in a form and amount satisfactory to the Owner to indemnify the Owner against such liens or claims. The one year warranty period for the work will begin upon Final Completion. Warranty will be for all workmanship, material, and equipment except for Owner insured damages.
- 5.3 CHANGE ORDERS. No change in the Contract Sum or Time may be made except by a duly authorized and executed written Change Order. If the Change in or addition to the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work). All duly authorized and executed Change Orders shall become a part of the Contract Documents as described in Article 8.

## **ARTICLE 6 – OWNERS PROJECT REPRESENTATIVE**

- 6.1 The Owner's Project Representative who shall act as OWNER'S PROJECT MANAGER is Richard Huff who is a School District employee. The Owner's Project Manager has the authority to approve matters contemplated in this Agreement where the monetary impact is within the Owner approved Contingency.

## **ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, laws, rules, regulations, codes, ordinances that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor fully understands the intent and purpose of the project and agrees to maximize Owner's fulfillment and needs.
- 7.2. CONTRACTOR IS AT RISK. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground and Concealed Facilities internal or contiguous to the site and assumes responsibility for the accurate location of said Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said facilities are or will be required of OWNER by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. Only at Owner's discretion will Owner expend funds or resources to the project in the repair, preservation, or reuse of these existing facilities that are outside of the project scope or included in the Contract Documents.
- 7.3. CONTRACTOR has given ARCHITECT written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.

## ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement consisting of 36 pages.
- 8.2 Performance Bond and Payment Bond in accordance with F.S. 255.01 et. seq. consisting of TBD pages (plus Power of Attorney Forms as applicable).
- 8.3 Notice of Award
- 8.4 General Conditions consisting of (Itemization Attached)
- 8.5 Supplementary Conditions consisting of \_\_\_\_\_.
- 8.6 Drawings to be prepared and provided by MBV Engineering, Inc.
- 8.7 Specifications to be prepared and provided by MBV Engineering, Inc.
- 8.8 Addenda numbers 1 to 1, inclusive.
- 8.9 CONTRACTOR'S Bid.
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement are not attached hereto, which shall be all Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Contract Documents.
- 8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).
- 8.12 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The Owner- Contractor Agreement; Modifications; Addenda; any Supplementary Conditions; the General Conditions; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between

figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small scale Drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted to the Design Consultant whose decision thereon shall be final and conclusive.

- 8.13 The provisions of this Contract cannot be amended, modified, varied or waived by the Owner or its agents or representatives in any respect except by a Modification approved and executed by the School Board of Indian River County. The Contractor is hereby given notice that no person or entity has authority to orally waive, or to release the Contractor from any of the Contractor's duties or to alter obligations under or arising out of this Contract. Any waiver, approval or consent granted by Modification to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent.

This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.

## **ARTICLE 9 – ARCHITECT**

- 9.1 Should errors, omissions, or conflicts in the Drawings, Specifications, or other Contract Documents prepared by the Architect be discovered, the Architect will prepare such amendments or supplementary documents and provide consultation as may be required.
- 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize itself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Architect and his consulting engineers shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. Contractor shall not be relieved from any of the obligations of the Contract Documents as a result of the Architect's failure to detect any defective or deficient Work of the Contractor or others working by, through or under the Contractor.

- 9.3 The Architect shall at all times have access to the work wherever it is in preparation or progress. The Contractor shall provide safe facilities for such access so the Architect may perform his functions under the Contract Documents.
- 9.4 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents. The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 9.5 The Architect has the authority to condemn or reject work on behalf of the Owner when, in its opinion, the work does not conform to the requirements of the Contract Documents. Whenever, in the Architect's reasonable opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have the authority to require special inspection or testing of the work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.
- 9.6 The Architect will conduct inspections to determine the dates of Substantial Completion and Final Completion, and will issue a final Certificate for Payment. The Architect shall be solely responsible for issuance of Certificates of Substantial and Final Completion.

#### **ARTICLE 10 – MISCELLANEOUS**

- 10.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- 10.2 If the Contract Documents, laws, rules, regulations or orders of any State or Federal authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner and Architect timely notice of its readiness so they may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals. The Contractor shall pay for all utilities required for testing of installed equipment of all of his work and the work of each Subcontractor.
- 10.3 Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request



copies of subcontractor's Certificates at any time. If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

10.3.1 The Contractor shall deliver the required bonds and proofs of insurance to the Owner prior to the commencement of any Work, and in no event any later than 10 days after the execution of this Agreement.

10.3.2 The Contractor shall, throughout the performance of its services under this Agreement and throughout the term of this Agreement maintain and provide to the Owner the insurance coverages listed in this Article. The insurance policies shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. The Contractor shall provide insurance that may not be reduced, terminated, or cancelled unless 30 days prior written notice thereof is furnished to the Owner. Certificates of insurance and copies of all policies (if required by the Owner) shall be furnished to the Owner within 10 days after the execution of this Agreement. In the event of any cancellation or reduction in insurance coverage, the Contractor shall obtain substitute coverage, without any lapse of coverage whatsoever. The insurance policies shall name the Owner, the Owner's representatives, and the officers, directors, agents, employees and assigns of the Owner as additional insured (except for the professional liability and worker's compensation insurance).

10.3.3 The Owner may, in its sole discretion, procure and pay for the required Builders Risk insurance for the Project. In the event Owner elects to procure and pay for the Builders Risk insurance for the Project, the Contractor shall cooperate with Owner and provide any requested information for the procurement of the Builders Risk insurance.

10.3.4 The insurance required from the Contractor in this Article shall include all major divisions of coverage, and shall be on a commercial general basis including premises and operations (including X-C-U), Independent Contractor Hired Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or others set forth in the Contract Documents, whichever is greater. All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without

interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.

10.3.5 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

10.3.6 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operation (including X-C-U as applicable)
2. Independent Contractor's Hired
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractor liability including the provision for Contractor's obligation of indemnification and hold harmless
6. Owned, non-owned and hired motor vehicles
7. Broad Form Property Damage including Completed Operations

10.3.7 The insurance required by this Article shall be written for not less than the following, or greater if required by law.

1. Workers' Compensation:
  - (a) State: As required by Chapter 440, Florida Statutes
  - (b) Applicable Federal (e.g. Longshoremen's Statutory)
  - (c) Employer's Liability: \$500,000.00
2. Commercial General Liability (including Premises Operations; Independent Contractor Hired; Products and Completed Operations; Broad Form Property Damage):
  - (a) Bodily Injury:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000
  - (b) Property Damage:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
  - (c) Products and Completed Operations to be maintained for one year after final payment

- (d) Property Damage Liability Insurance shall provide S, C or U Coverage as applicable
- 3. Contractual Liability:
  - (a) Bodily Injury:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
  - (b) Property Damage:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
- 4. Personal Injury, \$1,000,000.00 per claimant; with an annual general aggregate per policy of not less than \$2,000,000
- 5. Commercial Automobile Liability: The State of Florida has no-fault automobile insurance requirements. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.
  - (a) \$1,000,000.00 per incident or occurrence combined single limit for bodily injury and property damage; with an annual general aggregate per policy of not less than \$2,000,000.

10.3.8 The Contractor shall procure property insurance for any portion of the Work stored off Site or in transit, and the cost for such shall be borne by the Contractor.

10.3.9 Boiler and Machinery Insurance. The Contractor shall purchase and maintain boiler and machinery insurance if applicable to the Contract Documents. This insurance shall remain in full force and effect until final acceptance of the insured items by the Owner.

10.4.0 Performance and Payment Bonds. The Contractor shall furnish bonds covering the faithful performance of the Agreement and payment of any and all obligations arising under the Agreement as required by Florida law. Upon request, the Contractor shall furnish a copy to any person or entity requesting a copy. Such bonds shall be in conformance and compliance with sec. 255.05, Florida Statutes, and shall contain the information and provisions set forth in the referenced section. Pursuant to sec. 255.05, the Contractor shall record the performance and payment

bonds in the public records of Indian River County, Florida. The Contractor shall provide the recorded copy of the bonds to the Owner.

10.4.1 Insurance as Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, material suppliers, employees, or agents to the Owner or others. Any remedy provided to the Owner, or the Owner's officers, employees, agents or assigns, by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

10.4.2 No Waiver by Approval/Disapproval. Neither approval by the Owner nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of its full responsibility to provide the insurance as required by this Agreement.

## **ARTICLE 11 – TERMINATION OF THE CONTRACT**

- 11.1 The Owner may, at any time upon ten (10) days' written notice to the Contractor, which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Article 11.3. Contractor shall include termination clauses identical to Article 11 in each of his Subcontracts.
- 11.2 The Owner may, upon ten (10) days' written notice to the Contractor and to the Contractor's surety, terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the employment of the Contractor and his right to proceed either as to the whole or any portion of the Work required by the Contract Documents and may take possession of the Work and complete the Work by Contract or otherwise in any one of the following circumstances:
- 11.2.1 if the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure the Substantial or Final Completion of the Work within the Contract Time or fails to complete the Work within said periods;
- 11.2.2 if the Contractor is in material default in carrying out any provisions of the Contract;

- 11.2.3 if the Contractor fails to supply a sufficient number of properly qualified and skilled workers or proper equipment or materials;
- 11.2.4 if the Contractor fails to make prompt payment to Subcontractors or materialmen or for materials or labor;
- 11.2.5 if the Contractor disregards laws, permits, ordinances, rules, the Lunsford Requirements, regulations or orders of any public authority having jurisdiction, or fails to follow the instructions of the Owner;
- 11.2.6 if the Contractor violates any provisions of the Contract Documents;  
or
- 11.2.7 if the Contractor refuses or fails to properly schedule, plan, coordinate and execute the Work, as specified herein, so as to perform the Work within the specified Milestone and Completion dates, or to provide scheduling or related information, revisions and updates as required by the Contract Documents.
- 11.3 If the Owner terminates the whole or any portion of the Work pursuant to ARTICLE 11, then the Owner shall only be liable to the Contractor for those reasonable costs reimbursable to the Contractor as calculated by Owner in Owner's sole discretion, provided however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed an appropriate adjustment shall be made reducing the amount of the allowable termination payment to reflect the indicated amount of loss. Contractor shall submit any claim of reimbursable cost, as stated in this paragraph, within 10 days of receipt of Notice of Termination or such claims are waived, released and forever barred. Reasonable costs owed to the Contractor by the Owner may include supplies, services, or property accepted by the Owner. In arriving at any amount due the Contractor, there shall be deducted any claim the Owner may have against the Contractor, amounts determined to be necessary to protect the Owner against loss because of outstanding or potential liens or claims, and the price for any materials, supplies, or other things acquired by the Contractor and not otherwise recovered by or credited to the Owner. The total sum to be paid to the Contractor shall not exceed the Contract Sum as reduced by the amount of payments otherwise made or to be made for Work not terminated and as otherwise permitted by the Contract.
- 11.4 After receipt of a notice of termination from the Owner, the Contractor shall:



- 11.4.1 stop Work under the Contract on the date and to the extent specified in the notice of termination;
  - 11.4.2 place no further order or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
  - 11.4.3 terminate all purchase orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
  - 11.4.4 at the option of the Owner, assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the rights in the subcontracts so terminated, in which case the Owner shall have the right, at his discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - 11.4.5 settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts;
  - 11.4.6 complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
  - 11.4.7 take such action as may be necessary for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.
- 11.5 In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

## **ARTICLE 12 – CONTRACTOR**

- 12.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner and Architect any error, inconsistency or omission he may discover in the Contract Documents, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner for any damage

resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without first possessing approved Shop Drawings, Product Data or Samples for such portion of the Work.

- 12.2 The Contractor and his Subcontractors shall keep at the site of the Work at least one copy of the approved drawings and specifications and shall at all times give the Owner, the Architect, inspectors, as well as other representatives of the Owner access thereto.
- 12.3 The Contractor shall supervise, coordinate and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract.
- 12.4 It shall be the responsibility of the Contractor to coordinate the work, to maintain a progress schedule, and to notify the Owner and the Architect of any changes in the approved progress schedule.
- 12.5 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and sub-Subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.
- 12.6 The Contractor understands and agrees that the Owner and Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner, and Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- 12.7 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Owner and Architect have a reasonable objection.
- 12.8 Background Check. The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall

successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Contractor or its personnel or subcontractors providing any services under the conditions described in the previous sentence. The Contractor shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Contractor and its personnel. The parties agree that the failure of the Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Contractor's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

- 12.9 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all workmanship will be of the best, first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials, workmanship and equipment. The warranties set forth in this paragraph and elsewhere in the Contract Documents shall survive Final Completion of the Work.
- 12.10 If, within one year after the Date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor or its Surety shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. The Owner shall give such notice with reasonable promptness after discovery of the condition.
- 12.11 If at any time latent deficiencies in the Work are discovered, the Contractor will be liable for replacement or correction of such Work and

any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty, up to the time limit of the applicable statute of repose.

- 12.12 If the Contractor fails to correct defective or nonconforming Work as required, or if the Contractor fails to remove defective or nonconforming Work from the site, as required, the Owner may elect to either correct such Work or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 12.13 The Contractor shall prepare and submit to the Owner for the Owner's review and approval an as-planned progress schedule for the Work. The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified. If it becomes apparent to the Owner or Architect that the Work will not be completed within required Milestone or Completion dates, the Contractor agrees to undertake some or all of the following actions, at no additional cost to the Owner, in order to ensure that the Contractor will comply with all Milestone and Completion date requirements:
- 12.13.1 increase manpower, materials, crafts, equipment and facilities to accelerate performance of the Work;
  - 12.13.2 increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing; and
  - 12.13.3 reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
- 12.14 In undertaking the actions required under paragraph 12.13, Contractor shall prepare a Recovery Schedule and comply with the requirements thereof. If the schedule recovery actions taken by the contractor are not satisfactory, the Owner or Architect may direct the Contractor to take any

and all actions necessary to ensure completion within the required Milestone and Completion dates (which shall be at Contractor's sole expense), without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.

- 12.15 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to access, transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, Separate Prime Contractor conditions and schedules, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of its officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

### **ARTICLE 13 - INDEMNIFICATION**

- 13.1 The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Agreement shall represent the specific consideration for the CONTRACTOR'S indemnification of the OWNER as is set forth in the General Conditions and Contract Document.
- 13.2 It is the specific intent of the parties hereto that the indemnification below complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 13.3 CONTRACTOR shall indemnify and hold harmless the OWNER, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this construction contract. Regardless of the foregoing the indemnification herein shall be the greater



of the CONTRACTORS insurance coverage for such claim or One million dollars, whichever is greater.

- 13.4 The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.

#### **ARTICLE 14 – OWNER DIRECT PURCHASE PROGRAM**

- 14.1 The Owner shall appoint the Contractor as the Owner's authorized representative with respect to any matter arising out of the purchase orders under this program. The Contractor will cooperate fully with the Owner with respect to the implementation of a tax exempt direct material/equipment purchase program involving the direct purchase of various construction materials, supplies and equipment that is currently part of this Contract. The Owner shall obtain, with the assistance of the Contractor, the proper authorization from the State of Florida in the form of a Technical Assistance Advisement (TAA).

The Owner Direct Purchase Program is attached hereto as **Exhibit " A,"** controls the Direct Purchase Program for the Project. The Direct Purchase Program will be operated in accordance with the following provisions:

- 14.1.(a) The Owner will issue its own purchase orders directly to the third party vendor or supplier of material and equipment purchased under the Direct Purchase Program. The purchase order will be accompanied by the Owner's Exemption Certificate which includes its name, address, and the exemption number with issuance and expiration date.
- 14.1.(b) All material and equipment purchased under the Direct Purchase Program is sold directly to the Owner and is directly to the Owner and is directly invoiced by the vendor or supplier.
- 14.1.(c) The Owner takes title and possession of all materials and equipment purchased under the Direct Purchase Program from the vendor or seller before they are incorporated into the Project.

- 14.1.(d) The Owner assumes all risk of loss on all material and equipment purchased under the Direct Purchase Program. The Contractor cannot be held liable for damage or loss to the material or equipment.
- 14.1.(e) The Owner is responsible for and pays the premiums on all insurance and/or bonding on materials or equipment purchased under the Direct Purchase Program. The Contractor does not share any economic benefits of proceeds from bond or insurance covering risk of damage or loss of the material or equipment.
- 14.1.(f) The Owner makes direct payment to the third party vendor or seller for all purchases from its own funds or accounts for all purchases under the Direct Purchase Program.
- 14.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the purchase orders within a time frame so as not to delay the construction, the Contractor shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a subcontractor's scope of Work, any terms and conditions that the subcontractor deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.
- 14.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Contractor and/or the subcontractor for prices negotiated by the Contractor and/or subcontractor.
- 14.4 The Contractor is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Contractor and the Owner. The system developed by the Contractor shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Contractor shall submit a monthly accounting report of this information with the Contractor's application for payment.
- 14.5 The Contractor shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Contractor remains fully responsible under

its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Contractor to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Contractor. Should a delay be incurred that is not the result of the Owner's failure, as stated above, the Contractor shall be held accountable for such a delay. The Contractor, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.

- 14.6 The Contractor shall be responsible for all purchases in the same manner as if the Contractor had purchased the items, inclusive of managing the warranties for the Owner. The Contractor shall cooperate with the Owner and take all action necessary to assure that all warranties with respect to any materials or equipment which may be available from any vendor are passed-through to the Owner.
- 14.7 Modification of the Contract Sum will be made by one (1) change order (or additional change orders in the sole discretion of the Owner) prior to final payment unless the Contract period crosses the Owner's fiscal year, in which case, one (1) change order will occur for each fiscal year, one prior to the close of the first year, and the other during the second fiscal year.
- 14.8 The Contractor and its surety hereby agree that the performance bond penal amount shall be unaffected by any direct purchase deductive change order which is made pursuant to this program.
- 14.9 The Contractor agrees that its builder's risk insurance coverage amount shall be unaffected by any direct purchase deductive change order implemented pursuant to this program.
- 14.10 Payment shall be directly made by the Owner to the vendor for any Direct Purchases.
- 14.11 To the extent authorized under Florida law, Owner agrees to indemnify and hold harmless Contractor, its subcontractors and suppliers of and from any claims, liability, or responsibility to the State of Florida for any action the State may take against any of them for the payment of any sales or use taxes as a result of Owner's direct purchase of such materials, supplies or equipment.

- 14.12 The Owner shall have the sole option to require the vendor to include a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and Contractor. The cost of the supply bond shall be included in Contractor's GMP.
- 14.13 The Owner agrees to make payments by the 15th of the month providing the Contractor processes the invoices and delivers same to the Facilities Division by the 20th of the preceding month.
- 14.14 Owner shall not withhold retainage on any payments made to the vendor.

## ARTICLE 15 – TERMS

- 15.1 Limitation of Liability. The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.
- 15.2 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise.
- 15.3 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.
- 15.4 Entire Agreement. This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.
- 15.5 Binding Effect. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure

to the benefits of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.

- 15.6 Notices. All notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) by delivering the same in person to such party, (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

If to Owner: Facilities Planning & Construction  
The School District of Indian River County, Florida  
6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967  
Telephone: 772-564-5017

Contractor: Sunshine Land Design, Inc.  
3291 SE Lionel Terrace  
Stuart, FL 34997  
Telephone: 772-283-2648  
Fax: 772-283-8944  
Email: [mfenton@sunshinelanddesign.com](mailto:mfenton@sunshinelanddesign.com)

By giving the other party at least 15 days written notice, each party shall have the right to change its address and specify as its new address any other address in the United States of America.



- 15.7 Waiver. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.
- 15.8 Captions. The headings used for the various portions of this Agreement and the Construction Documents are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope or the intent of this Agreement, any section of this Agreement, or any section of the Contract Documents.
- 15.9 Severability. In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.
- 15.10 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges are available under any provision of this Agreement to any party, is in addition to and cumulative of any and all rights, powers, remedies, benefits and privileges available to such party under all other provisions of this Agreement, at law or in equity.
- 15.11 Approval. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.
- 15.12 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.
- 15.13 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties or any third party, or cause any party to be responsible in any way for the debts and obligations of the other party.

- 15.14 No Construction Against Drafter. Each of the parties have been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.
- 15.15 Third Party Beneficiary. This Agreement has been made and entered into for the sole protection and benefit of the Owner, and its respective successors, and no other person or entity shall have any right or action under this Agreement.
- 15.16 No Assignments. This Agreement is for the personal services of the Contractor, and may not be assigned by the Contractor in any fashion, whether by operation of law or by conveyance of any type, including without limitation, transfer of stock in the Contractor, without the prior written consent of the Owner, which consent the Owner may withhold in its sole discretion.
- 15.17 Force Majeure. With regard to the performance under this Agreement, a party shall not be deemed to be in default of this Agreement, or have failed to comply with any term or conditions if, for reasons beyond the parties reasonable control, including without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible and diligently pursues such performance.
- 15.18 Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Florida. Except for a suit in federal court, Indian River County, Florida shall be the proper place of venue for all suits to enforce this Agreement. Any legal proceeding arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Indian River County, Florida, or if appropriate, the United States District Court for the Southern District of Florida. Notwithstanding any other provision of the Contract Documents, the Owner does not agree to, nor shall the parties, arbitrate in any matter whatsoever any issue arising out of this Agreement, the Contract Documents or the performance thereof. The Owner does not agree to pay attorneys' fees to the prevailing party in connection with a dispute arising out of this Agreement or the Contract Documents.
- 15.19 Waiver of Jury Trial. The parties expressly waive the right to a jury trial.

- 15.20 Dispute Resolution. Prior to initiating any litigation arising out of the Agreement, the parties to submit the dispute to non-binding mediation by a mediator who is certified in Florida in an effort to resolve disputes in an expedient manner. Each party shall bear their own attorneys' fees, and the cost of the mediator shall be split between the parties.
- 15.21 Right to Enter this Agreement. Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performances and obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligation under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.
- 15.22 Conduct While on School Property. The Contractor acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and subject to the administrator or designee. It will be considered a breach of this Agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health, and well-being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.
- 15.25 Owner Transfer of Interest. If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Contractor arising from this Agreement shall automatically transfer to such third party without the necessity of a written document or consent from the Contractor.
- 15.26 Public Entity Crime Information Statement and Debarment – Section 287.133(2)(a) of the Florida Statutes states: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or

services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within a five-year period preceding the issuance of RFP **#2013-19** been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within a five-year period preceding the issuance of RFP **#2013-19** had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs (a) – (d) above, with respect to Contractor or its principals.

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

15.29 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion,

gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

15.30 Compliance with Federal Grant Requirements. If made applicable by the use of federal grant funds in the Project or any other requirement as set out below, Contractor and its subcontractors shall comply with the following enactments, rules, regulations and orders:

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3).

Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 701 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the



Energy Policy and Conservation Act (Pub. L. 94-163,  
89 Stat. 871).

#### **ARTICLE 16 - PROJECT SIGNAGE**

CONTRACTOR shall furnish and erect 1 signs at the Project site as directed by the PROJECT MANAGER. CONTRACTOR may install signage at the site subject to approval by the PROJECT MANAGER.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ARCHITECT on their behalf.

OWNER: **SCHOOL BOARD OF INDIAN RIVER COUNTY**

CONTRACTOR: **SUNSHINE LAND DESIGN, INC.**

By \_\_\_\_\_  
School Board Chairman

By Margaret Fenton  
Margaret Fenton, Vice President

Attest: \_\_\_\_\_  
Superintendent  
(SEAL)

Attest: Frankie Taylor  
Frankie Taylor, Secretary  
(CORPORATE SEAL)

Address for giving notices  
1990 25<sup>th</sup> Street  
Vero Beach, FL 32960

Address for giving notices  
3291 SE Lionel Terrace  
Stuart, FL 34997

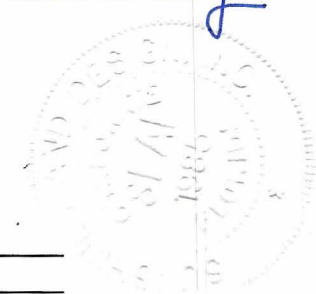
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

License No. CGC1518885

Agent for service of process:

\_\_\_\_\_  
School Dist. Attorney

\_\_\_\_\_  
(If CONTRACTOR is a corporation, attach evidence of authority to sign.)



## Exhibit A

### Owner Direct Material/Equipment Purchase Program

1. The Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

Any equipment, materials or supplies directly purchased by the Owner that are included in the Subcontractor's contract shall be referred to as Owner-Purchased Materials and the responsibilities of both Owner and Subcontractor relating to such Owner-Purchased Materials shall be governed by the terms and conditions of the procedures. The Owner will own and hold full title to all Owner-Purchased Materials.

2. Material suppliers shall be selected by the Subcontractor awarded the subcontract.

The Subcontractor has included the price for all construction materials in his bid. Owner Purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

3. Subcontractor shall provide Contractor a list of all intended suppliers, vendors, and material men for consideration as Owner-Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.
4. Upon request from Contractor, and in a timely manner, Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the Owner and the Contractor, to specifically identify the materials which Owner had, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:

A. The name, address, telephone number and contact person for the material supplier.

B. Manufacturer or brand, model or specification number of the item.

C. Quantity needed as estimated by the Subcontractor.

D. The price quoted by the supplier for the materials identified therein.

E. Any sales tax associated, with such quote.

F. Delivery dates as established by Subcontractor.

Subcontractor shall include reference to any terms and conditions which have been negotiated with the vendors; i.e., payment terms, warranties, retainage, etc.

Such Purchase Order Requisition Forms are to be submitted to Contractor's designated representative no less than fifteen (15) days prior to the need for ordering such Owner-Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that, such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.

5. After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Orders for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. Owners Purchasing Director or his designated representative shall be the approving authority for the Owner on Purchase Orders in conjunction with Owner-Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner-Purchased Materials on the delivery dates provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite.
6. In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the Owner, through the Contractor, one or more deductive Change Orders, referencing the full value of all Owner-Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in Subcontractor's bid to Contractor.

7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site.
9. As Owner-Purchased Materials are delivered to the jobsite, the Subcontractor and the Contractor, as County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The Subcontractor shall assure that each delivery of Owner-Purchased materials is accompanied by adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor, as Owner's Representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the Owner through the Contractor for payment. The invoice shall be thereupon furnished to the Finance Department for processing and payment in the manner as all other Osceola School District invoices are processed. The Owner shall have the right to assign personnel to verify and audit the accuracy of all Director Purchase Documents.
10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the work and instead shall promptly notify the vendor of the defective or non-

conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Contractor, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to County resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or no-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.

11. The Subcontractor shall maintain records of all Owner-Purchased Materials it incorporates into the work from the stock of Owner-Purchased Materials in its possession. The Subcontractor shall account monthly to the Owner, through the Contractor, for any Owner-Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials which have been incorporated into the work.
12. The Subcontractor, as the Owner's agent, shall be responsible for obtaining and managing all warranties and guarantees for all material and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.
13. Notwithstanding the transfer of Owner-Purchased Materials by the Owner to the Subcontractor's possession, the Owner shall retain title to any and all Owner-Purchased Materials.
14. The transfer of possession of Owner-Purchased Materials from the Owner to the Subcontractor shall constitute a bailment for the mutual benefit of the Owner and the Subcontractor. The Owner shall be considered the bailor and the Subcontractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials shall be considered returned to the Owner for the purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. All Owner-Purchased Materials shall be stored at the construction site.
15. The insurance purchased and maintained by the Contractor shall be sufficient to protect against any loss of or damage to Owner-Purchased Equipment, Materials or Supplies. Such insurance shall cover the full value of any Owner-Purchased Materials not yet incorporated into the Project from the time the Owner first takes title. The Owner shall be named as an Additional Insured Party on such policies of insurance. The



Owner will bear the costs of all Payment and Performance Bonds and Owner's Insurance including Builder's Risk Insurance as a reimbursable expense to the Contractor. The Owner as an additional named insured on the Contractor's Builder's Risk Insurance and, in the event of damage or destruction to the Owner-Purchased Materials, the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction.

16. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner-Purchased Materials when such delay is a result of the failure of the Subcontractor's performance.
17. On a monthly basis, Subcontractor shall be required to review invoices submitted by all suppliers of Owner-Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon Subcontractor's records of material delivered to the site and any defects in such materials.
18. In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the Owner, through the Contractor, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered, and remitted directly to the supplier. The Subcontractor agrees to assist the Owner to immediately obtain a partial or final release of lien waiver as appropriate.
19. The Owner's direct purchase of equipment, materials or supplies, as provided herein does not relieve the Contractor or any Subcontractor of any obligation required pursuant to the contract or subcontract pertaining to the performance of work, except as to the Owner's obligation to make direct payments to such vendors and may reduce the bonds to the extent permitted by Section 255.05, F.S.

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Survey Status:** Active Pending



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

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## Section 1: Survey

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

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**District:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Description:** Whole Survey 2013-18  
**Survey Open Date:** 5/22/2013 3:59:54 PM  
**Board Approval Date:**  
**Survey Expiration Date:**  
**DVE768 Approval Date:** 5/23/2013  
**Contact Name:** Scott Sanders  
**Contact Phone Number:** 772 564 5019  
**Contact Email:** scott.sanders@indianriverschools.org  
**Survey Notes:**

Survey Status	Status Time	User
Active Pending	5/22/2013 3:59:54 PM	Michelle Simons

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

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## PREFACE

Report of an educational plant survey, hereinafter also referenced as "survey," conducted in accordance with the requirements of, and pursuant to specifications in, Article IX and Article XII of the Florida Constitution; Chapters 1001, 1011, and 1013, Florida Statutes (F.S.); State Requirements for Educational Facilities (SREF); and the Florida Building Code (FBC). This survey report describes the current educational plants and the estimated capital outlay needs resulting from a systematic study of present educational and ancillary plants. This study also addresses the future needs, including long range planning, to provide an appropriate educational program and services for each student based on projected capital outlay FTE's (COFTE) approved or authorized for use by the Department of Education.

*NOTE: All educational plant surveys are valid for five full years and expire on June 30 of the fifth full year from the beginning date of the survey. For example, a survey approved in October will be valid through the remaining fiscal year and for five full years beginning on the following July 1; effectively, this makes the survey approved in October valid for five years and eight months. By the same scenario, a survey approved in May will be valid through the remaining fiscal year and for five full years beginning on the following July 1; effectively, this makes the survey approved in May valid for five years and one month.*

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

## INTRODUCTION TO THE EDUCATIONAL PLANT SURVEY

### Definition of an Educational Plant Survey

The educational plant survey is a systematic study of present educational and ancillary plants and the determination of future needs. The survey is not directly concerned with the instructional program but the relationship of educational plants to the instructional program is such that judgments regarding the instructional program are necessarily a part of an educational plant survey.



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

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**Survey:**

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## Purpose of an Educational Plant Survey

The construction of new educational facilities is a major undertaking even in school systems where such construction is a continuous process. If a 50-year capital investment is to be protected, the location, size, type of materials, arrangement of spaces, and other considerations, regarding each new facility or addition to an existing facility must be determined on the basis of reliable, factual data. To do otherwise would violate the trust of present and future generations of children and of taxpayers.

The purpose of an educational plant survey is to aid in formulating plans for housing the educational activities of students and staff of the school district for the next several years and the survey must consider the local comprehensive plan in its forecast strategies. The development of this plan must be based on a careful study of all available data regarding the current status of educational and ancillary facilities in relation to capital outlay full-time equivalency (COFTE) student membership and the projected changes in COFTE student membership. The intent of a regular, formal educational plant survey is to encourage the thoughtful, orderly development of a program for providing educational and ancillary plants to adequately house the educational and academic support activities of the district.

A formal educational plant survey is required by §1013.31, F.S., to be conducted every five years, but may be conducted as often as necessary. It is sometimes necessary to make changes to the survey recommendations in the interim. Local school administrators are responsible for a regular auditing of survey recommendations and for the initiation of the request for any necessary changes.

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

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## Legal Basis for Educational Plant Surveys

When the Florida School Code of 1939 was developed, the importance of having a valid basis for a school building program was recognized by inclusion of the requirement that district school boards have periodic school plant surveys of building needs in the districts. The 1939 Code directed the district school superintendent to "recommend plans and procedures for having a survey made" and instructed the district boards to "approve and adopt a district-wide school building program...based on the recommendations of the survey."

The provisions in the 1939 Code for periodic school plant surveys were, for the most part, ineffective. No state financing program for school plants was in effect at that time. Further, the coming of World War II, and the resulting cessation of school plant construction, made any statutory provision relating to school plants meaningless.

When the Minimum Foundation Program law was enacted in 1947, the requirement for periodic school plant surveys was included. The law established that a Capital Outlay and Debt Service (CO&DS) annual allotment of \$400 per instruction unit had to be expended in accordance with a planned building program based on a school plant survey. It was at this point that Florida's school plant survey program became a meaningful and established operation.

In 1952, the Florida Constitution §9(d), Article XII, was amended to authorize the issuance of State Board of Education (SBE) bonds guaranteed by the Minimum Foundation Program CO&DS allocation. The SBE bond program led to major school construction activities and further strengthened the school plant survey program by requiring that bond proceeds be expended in accordance with survey recommendations.

In 1957, the Florida Legislature established the School Construction Fund which annually authorized an increase of \$200 per student in average daily attendance, subject to matching by local funds. School Construction Fund monies also had to be expended in accordance with the recommendations of a school plant survey. The program was continued with modifications by subsequent legislatures until 1972.

The 1972 Legislature enacted the School District Supplemental Capital Outlay Act as an interim measure pending the outcome of the proposed amendment to §9, Article XII of the Constitution. The amendment, which was ratified in the November 1972 general election, increased the CO&DS annual allotment from \$400 to \$600 per instruction unit in the school districts for the school fiscal year 1967-1968 plus \$800 for each "growth unit" since 1967-1968.

The 1973 Legislature established the Florida Educational Finance Act which provided funds for comprehensive school construction and debt service. The amount allocated to each school district was determined by formulas prescribed by the Legislature.

In 1974, the Florida Constitution, §9(a) (2), Article XII, was amended to authorize the issuance of state bonds guaranteed by revenues derived from gross receipts utility taxes for the state system of public education, including, but not limited to, institutions of higher learning, junior colleges, vocational-technical schools, and public schools, as defined by law.

Since 1974, regular changes have been made to statutory provisions and the Florida Constitution in regards to educational facilities, including the establishment of a state lottery where funding is specifically earmarked for education as a supplement to other state funding, and the capping of class sizes. The continual changes to educational laws and funding mechanisms are due, in part, to Florida's unrelenting effort to maintain and provide state-of-the art facilities to meet the demands of change for our schools programs and the expectations of our citizenry.

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

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## Method For Making Educational Plant Surveys

The board must arrange for an educational plant survey to be conducted either by district staff, through contractual agreement, or a combination of district staff and private vendors. A survey conducted by the Office of Educational Facilities is a cooperative process with staff from the Office of Educational Facilities and staff from school districts outside of the district being surveyed. Typically, the survey process will include, as a minimum:

- \* Spot or grid maps showing the residence of all elementary, middle or junior high, and senior high school students, the school attended by each student, and the location of each school.
- \* COFTE student membership trends of each school center for the past five years.
- \* A floor plan for each building at each educational plant identifying each building and each room (space) by number as they appear in the Florida Inventory of School Houses (FISH).
- \* A list of the construction projects under contract.
- \* A statement of the policies of the board with respect to grade organization and the types and sizes of facilities to be provided for new elementary, middle or junior high, and senior high schools (facilities lists).
- \* Other information that may affect building costs, population trends, and other related matters that may influence the district educational facilities building needs program.
- \* The survey team members visit and evaluate each educational plant; student capacities are carefully evaluated at each school center.
- \* The districtwide projection of students is distributed among the various existing school centers and any new school centers are recommended on the basis of past trends and the best judgment of both the District and the County Growth Management Office as to where growth is most likely to occur.
- \* The survey team should make logical recommendations based on all relevant information available.

The survey is limited to the study of educational and ancillary plants owned or under long-term lease agreement by the school board. No comprehensive study is made of the instructional program and recommendations made for the improvement of the educational and ancillary plants of the district are not an evaluation of the instructional program. Recommendations, however, must be clearly associated with the relationship between educational facilities and instructional programs.

## State-level Requirements

The survey report must include a recommended pattern for housing the student projection for a five-year period, including changes in utilization of existing school centers, phasing out of unsatisfactory facilities and/or school centers, additions at existing school centers, and construction of new school centers. Ancillary facilities should also be considered in the recommendations.

The broad, general state-level conditions that give directions to a survey are established as guidelines only insofar as feasible for application within a given district.

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

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Survey: 5 - Version: 1

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- \* School Size: Any school that is not large enough to justify a full-time principal, a media specialist, food service staff, and special instructional and clerical staff are economically inefficient and restrictive in program offering; simply stated, minimally sized schools are too expensive to operate if a district lacks sufficient financial resources to make such facilities a viable option. Generally, new school centers are not recommended for fewer than 400 students in elementary schools or 100 students per grade level in secondary schools. Where practical, existing schools that are below these sizes should be consolidated.
  - \* Wooden Buildings: Generally, all wooden exterior buildings (other than relocatables) are considered unsatisfactory and are not assigned student capacity.
  - \* Unsatisfactory Space: Generally, all wooden exterior buildings (other than relocatables) are considered unsatisfactory and are not assigned student capacity.

*NOTE: Unsatisfactory space is typically designated as such due to compromising effects on the structural integrity, safety, or excessive physical deterioration of a building. Space condition should be the same, either satisfactory or unsatisfactory, for all rooms in a building with the exception of rooms reported in relocatable buildings that represent individual units. A space may be structurally unsound (unsatisfactory) and still be adequate in size.*

- \* Inadequate Space: Generally means that the size of space is not appropriate, sufficient, suitable, or lacks ability to meet the fitting requirements for instruction or instructional support, such as small classrooms or insufficient acreage for a school site. Inadequacy may be a condition brought on by changing standards, or increased enrollment causing overuse thereby resulting in undersized or unsuitable circumstances.

*NOTE: Inadequate space is typically designated as such by the capital outlay classifications (COC) C-3 and C-7. Inadequate is a designation for an entire facility, not just a building or room. A space or building may be structurally sound (satisfactory) and still be inadequate.*

- \* Relocatable Building: Facilities designed and built to be moved from one school to another are recognized as providing valuable flexibility.
- \* Student Station: A student station is the area necessary for a student to engage with a teacher in appropriate subject matter educational (learning) activities. The size of this area will vary with the particular type of activity and by grade level. A laboratory or shop in which the student must move about requires more area per student than a regular classroom where the student remains seated at a desk. The total student stations at a school center are used to determine the capacity of the school.
- \* Student Capacity: The maximum number of students that should be housed in a facility. In an elementary school, students are typically assigned to one classroom throughout the day and student capacity for elementary schools equals the student stations. However, in middle and secondary schools, students usually move from classroom to classroom to participate in different instructional subject matter, which interjects scheduling as a factor in calculating capacity. Experience has shown that the number of students in a secondary school is a major factor for determining the efficiency of space utilization that may be expected at a school.

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

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\* Utilization Factor: Used to determine "capacity" which is the number of students that may be housed in a facility at any given time based on a utilization percentage of the total number of existing satisfactory student stations:

<u>Type School</u>	<u>Utilization Factor Percentage x</u>	<u>Satisfactory Student Stations</u>
Elementary	100%	all
Middle & Junior High	90%	all
Senior High	70%	300 or less
	75%	301-600
	80%	601-900
	85%	901-1200
	90%	1201-1500
	95%	1501 - and above
Combination Schools	90%	all
Exceptional Student Centers	100%	all
Alternative Education Centers	100%	all
Designated Area Vocational Centers	120%	all
Designated Adult Centers	150%	all

\* Initial and Ultimate Student Capacity: In the recommendations for building a new school center, the initial capacity assigned is the capacity necessary to house the students anticipated to enroll at the school by the end of the survey projection period. The ultimate capacity is usually the maximum capacity school of that type based on applicable district policies (facilities lists). The establishment of an ultimate desirable capacity makes it possible to plan the initial construction within the framework of the ultimate size school-meaning, building core facilities such as media, cafeteria, administration, circulation, and other auxiliary spaces to the full school size and then adding classrooms as the student population projections increase to a level that warrants additional classroom space.

*NOTE: Educational plant survey COFTE student projections are determined by the Office of Economic and Demographic Research (EDR). Each five-year survey is based on COFTE projections that are five (5) full years from the official beginning of the survey period, which is July 1 of the first full year of the survey.*

\* Use of State and Local Funds for Recommended Facilities: The recommendations made in the survey report are intended, in total, to provide adequate facilities for all of the students projected to be enrolled within the 5-year survey period. The priority systems established in statutes and rules define the eligibility for the expenditure of funds.

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

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*NOTE: Educational plant survey costs for student stations are determined by the Office of Economic and Demographic Research (EDR). Each five-year survey is based on cost factors that are 31 months (January, the midway point of the five-year survey period) from the official beginning of the survey period, which is July 1 of the first full year of the survey. All new capacity construction uses the appropriate grade level student station cost factors; the cost per square foot for new construction, remodeling, and renovation is based on actual statewide average construction cost data with the EDR cost index increase applied to use the same 31 months mid-point of the survey costs for planning purposes. This cost estimate process is applied uniformly to all surveys in all districts so that consistent estimates can be made. Actual costs are reported yearly in the 5-year district facilities work program annual budget.*

## District School Board Policies and Prerogatives

State funds alone usually are not enough to complete the recommended school plant construction program that will be identified in an educational plant survey. To ensure that all capital outlay funds are used for the best and most efficient purposes, the educational plant survey team should collaborate with the professional and instructional staff of the district on a plan for meeting the projected school plant needs for the next several years.

Some of the specific local board policies and prerogatives that generally apply to the survey report are:

- \* Actual assignment of students to school centers in the county as authorized and directed by §1003.02, F.S.;
- \* Facilities comprising a standard school plant for each grade grouping;
- \* Square footage and special features of each instructional component (state minimums must be met);
- \* Special facilities at a school center;
- \* Level of custodial service;
- \* Level of maintenance service;
- \* Level of service indicators for local comprehensive planning;
- \* Type of climatic control.

## Guide to Capital Outlay Classification (COC)

Educational plants are identified by recommended type of facility for capital outlay expenditures. The COC of educational plants determines the extent to which certain funds may be used for capital improvements, subject to applicable Florida Statutes and SREF standards dealing with budgeting and in some cases priority ratings. The COC of an educational plant can only be assigned or changed by an educational plant survey recommendation made in compliance with all applicable laws, rules, and policies.

The COC is grouped into categories with applicable standards to guide the assignment of the appropriate classification:

C-1: An educational plant that is recommended for continued use. Generally, this includes:

- \* Adequate site,
- \* Satisfactory building(s),
- \* Projected membership within desired size range for the type of school,



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- \* Recommended new educational plant.

C-2: An educational plant that is in a period of transition with evidence insufficient to recommend replacement or consolidation, and typically new construction is not recommended for this COC. Generally, this includes:

- \* Inadequate site and/or inadequate building(s),
- \* Declining or static enrollment,
- \* An educational plant that probably would be recommended for consolidation if not for excessive distance required for student transportation.

C-3: An educational plant that is substandard in one or more major aspects. Generally, this includes:

- \* Inadequate site and/or unsatisfactory building(s),
- \* Declining or static enrollment to a level indicating that the needs of students can better and more economically be served at other educational plants,
- \* Abandoned educational plants not currently housing students.

*NOTE: Educational plants assigned a C-3 COC and used to house students should be closed when adequate facilities are available elsewhere. Facilities assigned a C-3 COC do not generate PECO maintenance funds even when the facility contains satisfactory space.*

C-6: Ancillary facility recommended for continued use. Generally, this includes:

- \* Adequate site,
- \* Satisfactory building(s),
- \* Recommended new site and/or facilities.

C-7: Ancillary facility is substandard. Generally, this includes:

- \* Inadequate site and/or unsatisfactory building(s),
- \* Abandoned facilities not currently being used.

*NOTE: Facilities assigned a C-7 COC that are in current use should be closed when adequate facilities are available elsewhere. Facilities assigned a C-7 COC do not generate PECO maintenance funds even when the facility contains satisfactory space.*

C-9: Any district owned facility leased to an entity for use by the lessee for any purpose, including educational, but is not used by the district during the normal school hours of operation.

*NOTE 1: Facilities assigned a C-9 COC do not generate PECO maintenance funds.*

*NOTE 2: Facilities assigned a C-9 COC are to be counted in the district's inventory of available space and may be considered in the determination of new construction needs.*

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

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31-INDIAN RIVER COUNTY SCHOOL DISTRICT

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School centers are usually classified by standard grade groupings (K-5, 6-8, and 9-12), even though a school may have only one or two of the grades present. A school center may be classified as a combination school and recommended to house more than one grade grouping, e.g. grade group K-8, grade group 6-12, or grade group K-12.

Whenever it is feasible, the survey should contain recommendations to upgrade and/or remodel/renovate existing educational plants that are classified as C-1 to meet the district's educational facilities standards for spaces and school size based on the districts adopted facilities lists for each grade grouping.

## GUIDELINES FOR SCHOOL PLANT DEVELOPMENT

### School Plant Planning

Planning a school plant, either a complete new school or an addition to an existing school, is a long and complex process when properly done. Remodeling and renovation of existing space can also be very time consuming to plan when all potential options for upgrading or replacement considerations are made. Suggestions made in this section are intended to provide useful, basic information and are not an exhaustive description of all available options for planning or meeting the facilities needs of a district school board.

### School Size

Generally, new school centers are not recommended for fewer than 400 students in elementary schools or 100 students per grade level in secondary schools. Any school that is not large enough to justify a full-time principal, a media specialist, food service staff, and special instructional and clerical staff are economically inefficient and restrictive in program offerings. Schools that are minimally sized are very expensive to operate.

The number of students in a school is a major factor in determining the efficiency of space utilization; schools that are too small do not offer optimal instructional standards or provide economically advantageous structures. Just like small schools are not economical, very large schools are not frugal to build, maintain, or staff. The logistics of managing and maintaining an overly large school can outweigh the reasons for building mega structures (such as more extensive program offerings in science or performing arts-these functions may be offered through magnet schools, thereby meeting a districtwide or area need without the burden of managing an overly large school reconfigured to offer such services).

Optimally, elementary schools should be planned for about 800 students, middle schools should be planned for about 1,200 students, and senior high schools should be planned for about 2,000 students. Flexibility and program offerings that allow schools to offer a more educationally diverse program or structural configurations that can provide significant economic rewards should always be considered when planning new schools. However, experience has shown that by modifying elementary schools sizes by more than 25% above or below the 800 student mark is not usually cost effective nor educationally practical. Secondary schools can sometimes be subjected to 25% to 50% modifications from the recommended median point and still be practical and efficient for both educational offerings and cost savings. Neither small or large schools provide cost saving benefits for construction nor for day-to-day operations; therefore, limiting the size of schools to near average size is usually preferable and more practical.

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

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## Educational Facilities Planning

The basic concept behind educational facilities planning is a simple one. A school building is primarily a school and secondarily a building. If the "school" is not planned in terms of its purposes, its scope, and its programs, the resulting structure will almost certainly just be a "building." No architect, regardless of talent or experience in school plant design, can plan a school without guidance from the educators who will use it.

The educational facilities planning process is slow and difficult; planning that does not consider school needs beyond the immediate future places an undue burden on the present and future generations of students and taxpayers. Equally as important as long-range planning, no board should commit local and state revenues for a new educational plant that has not been planned by educators. Although the detailed procedures for educational facilities planning will vary considerably from school to school, the ultimate responsibility for the future rests with those professionals who plan today.

## School Plant Design

An architect is responsible for designing the building to house the school program developed through the educational facilities planning process. Usually, the architect participates in that process so that educational planning and design do not constitute separate and distinct steps.

The architect uses other specialists in designing the building and the system(s) it will contain; for example, structural engineers, heating and cooling specialists, electrical engineers, and environmental specialists should be involved in the total process. Some broad guidelines appropriate to school building design are:

- \* A site (plot) plan should be developed to show the most effective use of the site for present needs and to guide future expansion. The site design and orientation should show awareness of the principles of "Crime Prevention Through Environmental Design" (CPTED) including natural access control, natural surveillance, and territorial reinforcement;
- \* A building should be functional in design; it should meet the needs of and facilitate the attainment of the designed or planned program of the school;
- \* The building must be made safe and healthful for all students and school staff personnel by observing all safety and sanitary regulations appropriate to school plants;
- \* A balance should be achieved between quality and economy in construction and the anticipated maintenance and operation of the plant;
- \* A building should be designed to permit economical expansion both in terms of additional classrooms and special facilities which will eventually serve the ultimate capacity of the school; e.g., media centers, cafeterias, circulation, sanitation, utilities, and administration should be built to their ultimate maximum sizes if additional classrooms are going to be needed for future expansion;
- \* Adequate lighting, natural and artificial, should be provided for all instructional spaces;
- \* A building should be designed to control the transient noise level; the objective in sonic design of instructional spaces is to secure the best hearing and speaking conditions without adversely affecting the surrounding or adjacent instructional programs;
- \* Thermal conditioning of school spaces should be provided by economically designed systems that also render long-term cost savings in maintenance and operations.

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## Florida Inventory of School Houses (FISH)

The district's educational plant survey extracts facilities data from FISH; therefore, if FISH is not current and accurate, the educational plant survey cannot be a valid assessment of needs. The district's facilities inventory may be corrected at any time when new additions or remodeling occurs, during a validation study conducted by the district or OEF, or as the result of an educational plant survey. FISH is the official inventory of the district's educational facilities. It is the responsibility of the district to maintain an updated inventory. Changes to FISH are subject to review by OEF for compliance with statutory and rule provisions as well as compliance with educational plant survey recommendations.

*NOTE: FISH data is imported into the educational plant survey as it exists the moment the survey is created. When a complete new survey is started, the FISH data is imported and does not change even if FISH changes are subsequently made. When a supplemental/spot survey is created, FISH data is imported into the spot survey as it exists for only the selected facilities as of the moment the spot survey is created; this process allows districts to update FISH and then do an updated survey using current FISH data.*

## School Sites

Before a site is purchased or funds are encumbered for a site, it must meet the criteria established by §1013.36, F.S. Notably, the law requires a school board to coordinate site planning and selection with affected county and city governments to ensure consistency with local land-use plans. This coordination process is detailed in the interlocal agreement between the school board and the general-purpose local governments pursuant to §1013.33(2), F.S.

The choice of sites for new schools is critical to the overall development of a school plant program. In general, new sites should:

- \* Provide adequate space for school buildings;
- \* Provide adequate off-street parking and off-street loading/unloading;
- \* Provide adequate playground area.

In addition, new sites should generally be located to:

- \* Minimize transportation costs and provide safe access from neighborhoods to the school;
- \* Avoid sites where adjacent land uses may allow the location of undesirable commercial enterprises or industrial activities near the school;
- \* Prevent the location of a site adjacent to, or near, high voltage power transmission lines or in an airport approach flight path;
- \* Maximize proximity to residential areas and seek to collocate district educational facilities with other public facilities, such as parks, libraries, and community centers.

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## Section 2: Facility Lists

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## FACILITIES LISTS

### Minimum Space Requirements

The Facility Lists component identifies the standard schools programs by grouping and listing the classrooms and support spaces that districts normally consider the most ideal for meeting the districts needs. These lists usually are a combination of elementary, middle, senior high, ancillary, and other special school centers such as exceptional students, alternative, and various types of combination schools, e.g. K-8, K-12, 6-12, etc.

All board approved and adopted facilities lists must conform to standards established in SREF. The facilities lists in EFIS are based on net square footage per space; the gross square footage in a facilities list for new construction is determined by adding a standardized percentage of the net square footage for all auxiliary and support spaces. Elementary schools have 27 percent added for net-to-gross conversions; middle schools have 32 percent added for net-to-gross conversions; and high schools have 34 percent added for net-to-gross conversions. An additional 6 percent is added to each type school for mechanical spaces.

Educational plant survey costs for student stations are determined by the Office of Economic and Demographic Research (EDR). Each five-year survey is based on cost factors that are 31 months (January, the midway point of the five-year survey period) from the official beginning of the survey period, which is July 1 of the first full year of the survey. All new capacity construction uses the appropriate grade level student station cost factors; the cost per square foot for new construction, remodeling, and renovation is based on actual statewide average construction cost data with the EDR cost index increase applied to use the same 31 months mid-point of the survey costs for planning purposes. This cost estimate process is applied uniformly to all surveys in all districts so that consistent estimates can be made. Actual costs are reported yearly in the 5-year district facilities work program annual budget.

Costs for remodeling recommendations are typically based on one-half the cost of new construction, but may vary significantly based on the type of remodeling. Costs for renovation recommendations are typically based on one-third the cost of new construction, and like remodeling costs, may vary significantly based on the renovation project. All cost estimates are best judgment approximations and may vary significantly between projects. Before entering into the planning phase on projects, the district should have a professional review of the estimated cost and assure that the current Uniform Building Code standards are applied when the cost estimates are made.

Cost estimates and recommendations for maintenance and operations of educational plants safety and sanitation deficiencies are not included in this survey. Boards should follow the requirements of §1013.12, F.S., to meet the needs in these areas.

Facilities recommended in accordance with the approved facilities lists at existing or recommended new schools may need to be changed as programs change.



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## Building New Schools Or Additions To Existing Schools Relative To Approved Facility Lists

All facility lists are developed and approved by a district school board to establish the district's standard schools by type and for the ideal size of schools. These lists, once approved by the board and by the Department, are used in the educational plant survey process to identify the space needs of existing schools (comparing FISH and COFTE to the facility lists) and for building new schools. Any new schools constructed or the expansion of existing schools must be relative to the approved facility list and the classroom capacity must not exceed the projected COFTE for that/those schools. When building a new school center or adding classroom capacity to an existing school, the capacity of the instructional spaces (classrooms) for the school may not exceed the projected COFTE planned for the school in the out-year of the survey even though the facility list may be for a larger number of students. The school's core facilities should be built to the full size of the facility list if it is reasonably anticipated that the school will eventually serve the number of students in the facility list; however, the classrooms must initially only be built to serve the projected COFTE; to do otherwise would violate the public trust and abuse tax-payer money.

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<b>Level:</b>	ELEMENTARY (PK - 05)	<b>Gross Sq. Feet:</b>	113,589
<b>Target Number of Stations:</b>	767	<b>Utilization:</b>	1.000
<b>Total Stations:</b>	767	<b>Acres Required:</b>	10
<b>Total Capacity:</b>	767		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
25	1	PK - 03	PRIMARY CLASSROOM (K-3)	882	22,050	18	450	28,003
	808		MATERIAL STORAGE	100	2,500	0	0	3,175
	811		OUTSIDE STORAGE	50	1,250	0	0	1,587
	813		STUDENT STORAGE	40	1,000	0	0	1,270
	814		STUDENT RESTROOM (BOTH SEXES)	60	1,500	0	0	1,905
10	2	04 - 08	INTERMEDIATE/MIDDLE CLASSROOM (4-8)	858	8,580	22	220	10,896
	808		MATERIAL STORAGE	100	1,000	0	0	1,270
	811		OUTSIDE STORAGE	50	500	0	0	635
	815		STUDENT RESTROOM (MALE)	35	350	0	0	444
	816		STUDENT RESTROOM (FEMALE)	35	350	0	0	444
3	10	PK - 03	PRIMARY SKILLS LAB (K-3)	882	2,646	18	0	3,360
	808		MATERIAL STORAGE	100	300	0	0	381
	813		STUDENT STORAGE	40	120	0	0	152
	814		STUDENT RESTROOM (BOTH SEXES)	60	180	0	0	228
1	13	PK - 05	ELEMENTARY P E STORAGE	315	315	1	0	400
1	14	PK - 05	ELEMENTARY COVERED PLAY AREA	2,736	2,736	76	0	3,474
1	20	04 - 08	INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8)	814	814	22	22	1,033
	808		MATERIAL STORAGE	100	100	0	0	127
	812		PROJECT STORAGE	150	150	0	0	190
5	40	PK - 12	RESOURCE ROOM	290	1,450	10	0	1,841
	808		MATERIAL STORAGE	100	500	0	0	635
2	50	PK - 05	ART - ELEMENTARY	1,000	2,000	22	0	2,540
	808		MATERIAL STORAGE	100	200	0	0	254
	812		PROJECT STORAGE	150	300	0	0	381
2	55	PK - 05	MUSIC - ELEMENTARY	1,000	2,000	22	0	2,540
	806		REFERENCE	100	200	0	0	254
	808		MATERIAL STORAGE	100	200	0	0	254
	831		MUSIC PRACTICE ROOM	70	140	0	0	177
5	60	PK - PK	E S E PRE-K	475	2,375	5	25	3,016

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	808		MATERIAL STORAGE	100	500	0	0	635
	813		STUDENT STORAGE	40	200	0	0	254
	817		STUDENT RESTROOM & BATH	110	550	0	0	698
2	61	PK - 12	E S E PART-TIME	975	1,950	15	30	2,476
	808		MATERIAL STORAGE	100	200	0	0	254
	813		STUDENT STORAGE	40	80	0	0	101
	815		STUDENT RESTROOM (MALE)	35	70	0	0	88
	816		STUDENT RESTROOM (FEMALE)	35	70	0	0	88
2	62	PK - 12	E S E FULL-TIME	950	1,900	10	20	2,413
	808		MATERIAL STORAGE	100	200	0	0	254
	813		STUDENT STORAGE	40	80	0	0	101
	815		STUDENT RESTROOM (MALE)	35	70	0	0	88
	816		STUDENT RESTROOM (FEMALE)	35	70	0	0	88
	817		STUDENT RESTROOM & BATH	110	220	0	0	279
3	65	PK - 12	E S E RESOURCE	380	1,140	4	0	1,447
	808		MATERIAL STORAGE	100	300	0	0	381
	813		STUDENT STORAGE	40	120	0	0	152
2	66	PK - 12	E S E SUPPLEMENTARY INSTRUCTION	100	200	2	0	254
	808		MATERIAL STORAGE	100	200	0	0	254
1	300	PK - VE	PRINCIPAL/DIRECTOR OFFICE	250	250	0	0	317
4	301	PK - VE	ASSISTANT PRINCIPAL/OTHER OFFICE	175	700	0	0	889
1	302	PK - VE	BOOKKEEPING OFFICE	125	125	0	0	158
2	303	PK - VE	SECRETARIAL SPACE	158	316	0	0	401
1	304	PK - VE	RECEPTION AREA	646	646	38	0	820
1	305	PK - VE	PRODUCTION WORKROOM	304	304	38	0	386
1	306	PK - VE	CONFERENCE ROOM	532	532	38	0	675
1	307	PK - VE	CLINIC	228	228	38	0	289
1	308	PK - VE	GENERAL SCHOOL STORAGE	380	380	38	0	482
1	309	PK - VE	VAULT/STUDENT RECORDS	228	228	38	0	289
1	310	PK - VE	SCHOOL STORE	76	76	38	0	96
1	311	PK - VE	STUDENT ACTIVITIES	380	380	38	0	482
1	312	PK - VE	COMPUTER AREA	114	114	38	0	144
1	313	PK - VE	CAREERS ROOM	228	228	38	0	289
2	314	PK - VE	ITINERANT OFFICE	125	250	0	0	317

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	315	PK - VE	TEACHER PLANNING OFFICE	1,520	1,520	76	0	1,930
1	316	PK - VE	TEACHER LOUNGE/DINING	304	304	76	0	386
1	330	PK - VE	CUSTODIAL RECEIVING	1,140	1,140	76	0	1,447
1	333	PK - VE	FLAMMABLE STORAGE	155	155	0	0	196
1	334	PK - VE	CUSTODIAL EQUIPMENT STORAGE	500	500	0	0	635
1	340	PK - VE	DINING AREA	3,040	3,040	76	0	3,860
1	341	PK - VE	KITCHEN & SERVING AREA	3,344	3,344	76	0	4,246
1	349	PK - VE	KITCHEN CHAIR STORAGE	152	152	38	0	193
1	361	PK - VE	MULTIPURPOSE ROOM (DINING)	2,356	2,356	76	0	2,992
1	362	PK - VE	MULTIPURPOSE ROOM CHAIR STORAGE	152	152	76	0	193
1	363	PK - VE	STAGE	990	990	1	0	1,257
1	364	PK - VE	STAGE STORAGE	380	380	76	0	482
1	365	PK - VE	STAGE DRESSING ROOM (MALE)	190	190	38	0	241
1	366	PK - VE	STAGE DRESSING ROOM (FEMALE)	190	190	38	0	241
1	367	PK - VE	CONTROL BOOTH/PROJECTION ROOM	100	100	1	0	127
1	368	PK - VE	TEXTBOOK STORAGE	266	266	38	0	337
1	380	PK - VE	LIBRARY (READING ROOM/STACKS)	2,812	2,812	76	0	3,571
1	381	PK - VE	MEDIA TECHNICAL PROCESSING	304	304	76	0	386
1	382	PK - VE	PROFESSIONAL LIBRARY	304	304	76	0	386
1	383	PK - VE	AUDIO VISUAL STORAGE	456	456	76	0	579
1	384	PK - VE	PERIODICAL STORAGE	152	152	76	0	193
1	385	PK - VE	CLOSED CIRCUIT TV LAB	532	532	76	0	675
1	386	PK - VE	CLOSED CIRCUIT STORAGE	380	380	76	0	482
1	387	PK - VE	MEDIA PRODUCTION LAB	380	380	76	0	482
1	388	PK - VE	MEDIA COPYING ROOM	152	152	76	0	193
1	389	PK - VE	MEDIA SMALL GROUP ROOM	76	76	38	0	96
1	390	PK - VE	MEDIA GROUP PROJECTS/INSTRUCTION	380	380	76	0	482
1	391	PK - VE	MEDIA MAINTENANCE/REPAIR	76	76	38	0	96

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<b>Level:</b>	MIDDLE (06 - 08)	<b>Gross Sq. Feet:</b>	206,820
<b>Target Number of Stations:</b>	1,343	<b>Utilization:</b>	1.000
<b>Total Stations:</b>	1,343	<b>Acres Required:</b>	16
<b>Total Capacity:</b>	1,208		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
26	2	04 - 08	INTERMEDIATE/MIDDLE CLASSROOM (4-8)	858	22,308	22	572	29,446
	808		MATERIAL STORAGE	100	2,600	0	0	3,432
	811		OUTSIDE STORAGE	50	1,300	0	0	1,716
	815		STUDENT RESTROOM (MALE)	120	3,120	60	0	4,118
	816		STUDENT RESTROOM (FEMALE)	120	3,120	60	0	4,118
3	11	04 - 08	INTERMEDIATE/MIDDLE SKILLS LAB (4-8)	858	2,574	22	66	3,397
	808		MATERIAL STORAGE	100	300	0	0	396
	815		STUDENT RESTROOM (MALE)	120	360	60	0	475
	816		STUDENT RESTROOM (FEMALE)	120	360	60	0	475
3	20	04 - 08	INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8)	814	2,442	22	66	3,223
	808		MATERIAL STORAGE	100	300	0	0	396
	812		PROJECT STORAGE	150	450	0	0	594
3	21	04 - 08	INTERMEDIATE/MIDDLE SCIENCE LAB (4-8)	1,122	3,366	22	66	4,443
	808		MATERIAL STORAGE	100	300	0	0	396
	812		PROJECT STORAGE	150	450	0	0	594
5	40	PK - 12	RESOURCE ROOM	290	1,450	10	0	1,914
	808		MATERIAL STORAGE	100	500	0	0	660
2	51	04 - 08	ART - MIDDLE	1,260	2,520	30	60	3,326
	803		INSTRUCTIONAL DARKROOM	100	200	0	0	264
	805		KILN	60	120	0	0	158
	808		MATERIAL STORAGE	100	200	0	0	264
	812		PROJECT STORAGE	150	300	0	0	396
3	61	PK - 12	E S E PART-TIME	975	2,925	15	45	3,861
	808		MATERIAL STORAGE	100	300	0	0	396
	813		STUDENT STORAGE	40	120	0	0	158
	815		STUDENT RESTROOM (MALE)	120	360	60	0	475
	816		STUDENT RESTROOM (FEMALE)	120	360	60	0	475
3	62	PK - 12	E S E FULL-TIME	950	2,850	10	30	3,762
	808		MATERIAL STORAGE	100	300	0	0	396

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	813		STUDENT STORAGE	40	120	0	0	158
	815		STUDENT RESTROOM (MALE)	120	360	60	0	475
	816		STUDENT RESTROOM (FEMALE)	120	360	60	0	475
	817		STUDENT RESTROOM & BATH	110	330	0	0	435
2	63	PK - 12	E S E VOCATIONAL	1,140	2,280	12	24	3,009
	808		MATERIAL STORAGE	100	200	0	0	264
	815		STUDENT RESTROOM (MALE)	120	240	60	0	316
	816		STUDENT RESTROOM (FEMALE)	120	240	60	0	316
4	65	PK - 12	E S E RESOURCE	380	1,520	4	0	2,006
	808		MATERIAL STORAGE	100	400	0	0	528
	813		STUDENT STORAGE	40	160	0	0	211
3	66	PK - 12	E S E SUPPLEMENTARY INSTRUCTION	50	150	2	0	198
	808		MATERIAL STORAGE	100	300	0	0	396
3	70	PK - 12	E S E ITINERANT	200	600	4	0	792
	808		MATERIAL STORAGE	100	300	0	0	396
1	75	06 - 12	VOCAL MUSIC CLASS (MIDDLE-SR HIGH)	1,425	1,425	25	25	1,881
	806		REFERENCE	100	100	0	0	132
	808		MATERIAL STORAGE	100	100	0	0	132
	830		MUSIC ENSEMBLE	300	300	0	0	396
	831		MUSIC PRACTICE ROOM	70	70	0	0	92
	833		ROBE STORAGE	150	150	0	0	198
	836		SHEET MUSIC STORAGE	150	150	0	0	198
	837		MUSIC EQUIPMENT STORAGE	400	400	0	0	528
1	76	06 - 12	BAND CLASS (MIDDLE-SR HIGH)	2,000	2,000	45	45	2,640
	806		REFERENCE	100	100	0	0	132
	808		MATERIAL STORAGE	100	100	0	0	132
	830		MUSIC ENSEMBLE	300	300	0	0	396
	831		MUSIC PRACTICE ROOM	70	70	0	0	92
	832		INSTRUMENT STORAGE	600	600	0	0	792
	834		UNIFORM STORAGE	300	300	0	0	396
	835		MUSIC STUDIO	180	180	0	0	237
	836		SHEET MUSIC STORAGE	150	150	0	0	198
	837		MUSIC EQUIPMENT STORAGE	400	400	0	0	528
1	77	06 - 12	ORCHESTRA CLASS (MIDDLE-SR HIGH)	1,425	1,425	25	25	1,881



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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	806		REFERENCE	100	100	0	0	132
	808		MATERIAL STORAGE	100	100	0	0	132
	830		MUSIC ENSEMBLE	300	300	0	0	396
	831		MUSIC PRACTICE ROOM	70	70	0	0	92
	832		INSTRUMENT STORAGE	600	600	0	0	792
	836		SHEET MUSIC STORAGE	150	150	0	0	198
	837		MUSIC EQUIPMENT STORAGE	400	400	0	0	528
1	78	06 - 12	GENERAL MUSIC CLASS (MIDDLE-SR HIGH)	925	925	25	25	1,221
	808		MATERIAL STORAGE	100	100	0	0	132
	832		INSTRUMENT STORAGE	600	600	0	0	792
1	81	06 - 12	RECORDING ROOM	225	225	5	0	297
1	82	06 - 12	INSTRUMENT REPAIR	0	0	0	0	0
1	90	06 - 12	P E DRESSING ROOM (MALE)	720	720	60	0	950
1	91	06 - 12	P E DRESSING ROOM (FEMALE)	720	720	60	0	950
1	92	06 - 12	P E LOCKER ROOM (MALE)	120	120	60	0	158
1	93	06 - 12	P E LOCKER ROOM (FEMALE)	120	120	60	0	158
1	94	06 - 12	P E SHOWER (MALE)	120	120	60	0	158
1	95	06 - 12	P E SHOWER (FEMALE)	120	120	60	0	158
1	96	06 - 12	P E DRYING AREA (MALE)	120	120	60	0	158
1	97	06 - 12	P E DRYING AREA (FEMALE)	120	120	60	0	158
1	98	06 - 12	P E STORAGE (MIDDLE-SR HIGH)	540	540	60	0	712
1	99	06 - 12	P E TEACHERS SHOWER (MALE)	22	22	1	0	29
1	100	06 - 12	P E TEACHERS SHOWER (FEMALE)	22	22	1	0	29
1	110	06 - 12	P E MULTIPURPOSE ROOM (MIDDLE-SR HIGH)	1,050	1,050	1	0	1,386
1	111	06 - 09	JR HIGH GYMNASIUM	5,800	5,800	120	120	7,656
1	113	06 - 12	GYMNASIUM SEATING	3,840	3,840	120	0	5,068
1	114	06 - 12	P E LAUNDRY	120	120	60	0	158
1	115	06 - 12	P E FIRST AID	120	120	60	0	158
1	116	06 - 12	P E TRAINING ROOM	250	250	1	0	330
1	117	06 - 12	P E WEIGHT ROOM	1,000	1,000	1	0	1,320
1	120	06 - 12	GYMNASIUM STORAGE	180	180	60	0	237
1	200	06 - 09	AGRICULTURE EXPLORATION LAB	880	880	22	22	1,161
	808		MATERIAL STORAGE	100	100	0	0	132
	812		PROJECT STORAGE	150	150	0	0	198

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

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Survey: 5 - Version: 1

Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	840		VOCATIONAL RELATED CLASSROOM	680	680	20	0	897
	841		GREENHOUSE	800	800	0	0	1,056
1	210	06 - 09	BUSINESS EXPLORATION LAB	1,210	1,210	22	22	1,597
	808		MATERIAL STORAGE	100	100	0	0	132
1	220	06 - 09	DISTRIBUTIVE EXPLORATION LAB	880	880	22	22	1,161
	808		MATERIAL STORAGE	100	100	0	0	132
1	230	06 - 09	HOME ECONOMICS EXPLORATION LAB	1,540	1,540	22	22	2,032
	808		MATERIAL STORAGE	100	100	0	0	132
	812		PROJECT STORAGE	150	150	0	0	198
	842		KITCHEN (HOME ECONOMICS)	125	125	0	0	165
	843		LAUNDRY (HOME ECONOMICS)	50	50	0	0	66
	852		VOCATIONAL TECHNOLOGY RESOURCE CENTER	800	800	0	0	1,056
1	240	06 - 09	TECHNOLOGY/INDUSTRY EXPLORATION LAB	2,090	2,090	22	22	2,758
	808		MATERIAL STORAGE	100	100	0	0	132
	849		VOCATIONAL PROJECT STORAGE	310	310	0	0	409
	851		VOCATIONAL TOOL STORAGE (LARGE)	310	310	0	0	409
	852		VOCATIONAL TECHNOLOGY RESOURCE CENTER	800	800	0	0	1,056
1	250	06 - 09	HEALTH EXPLORATION LAB	1,012	1,012	22	22	1,335
	808		MATERIAL STORAGE	100	100	0	0	132
1	260	06 - 09	PUBLIC SERVICE EXPLORATION LAB	1,012	1,012	22	22	1,335
	808		MATERIAL STORAGE	100	100	0	0	132
	810		MATERIAL STORAGE (LARGE)	395	395	0	0	521
1	300	PK - VE	PRINCIPAL/DIRECTOR OFFICE	250	250	0	0	330
4	301	PK - VE	ASSISTANT PRINCIPAL/OTHER OFFICE	175	700	0	0	924
1	302	PK - VE	BOOKKEEPING OFFICE	125	125	0	0	165
3	303	PK - VE	SECRETARIAL SPACE	158	474	0	0	625
1	304	PK - VE	RECEPTION AREA	1,020	1,020	60	0	1,346
1	305	PK - VE	PRODUCTION WORKROOM	480	480	60	0	633
1	306	PK - VE	CONFERENCE ROOM	840	840	60	0	1,108
1	307	PK - VE	CLINIC	360	360	60	0	475
1	308	PK - VE	GENERAL SCHOOL STORAGE	600	600	60	0	792
1	309	PK - VE	VAULT/STUDENT RECORDS	360	360	60	0	475
1	310	PK - VE	SCHOOL STORE	120	120	60	0	158
1	311	PK - VE	STUDENT ACTIVITIES	600	600	60	0	792

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	312	PK - VE	COMPUTER AREA	180	180	60	0	237
1	313	PK - VE	CAREERS ROOM	360	360	60	0	475
3	314	PK - VE	ITINERANT OFFICE	125	375	0	0	495
1	315	PK - VE	TEACHER PLANNING OFFICE	2,400	2,400	120	0	3,168
1	316	PK - VE	TEACHER LOUNGE/DINING	480	480	120	0	633
1	330	PK - VE	CUSTODIAL RECEIVING	1,800	1,800	120	0	2,376
1	333	PK - VE	FLAMMABLE STORAGE	155	155	0	0	204
1	334	PK - VE	CUSTODIAL EQUIPMENT STORAGE	500	500	0	0	660
1	340	PK - VE	DINING AREA	4,800	4,800	120	0	6,336
1	341	PK - VE	KITCHEN & SERVING AREA	5,280	5,280	120	0	6,969
1	349	PK - VE	KITCHEN CHAIR STORAGE	240	240	60	0	316
1	351	06 - 12	MIDDLE/SR HIGH COVERED PATIO	4,320	4,320	120	0	5,702
1	361	PK - VE	MULTIPURPOSE ROOM (DINING)	3,720	3,720	120	0	4,910
1	362	PK - VE	MULTIPURPOSE ROOM CHAIR STORAGE	240	240	120	0	316
1	363	PK - VE	STAGE	990	990	1	0	1,306
1	364	PK - VE	STAGE STORAGE	600	600	120	0	792
1	365	PK - VE	STAGE DRESSING ROOM (MALE)	300	300	60	0	396
1	366	PK - VE	STAGE DRESSING ROOM (FEMALE)	300	300	60	0	396
1	367	PK - VE	CONTROL BOOTH/PROJECTION ROOM	100	100	1	0	132
1	368	PK - VE	TEXTBOOK STORAGE	420	420	60	0	554
1	369	06 - VE	STUDENT PERSONAL STORAGE	600	600	120	0	792
2	370	06 - VE	LOBBY	600	1,200	60	0	1,584
2	371	06 - VE	CONCESSIONS	200	400	1	0	528
2	372	06 - VE	TICKET BOOTH	30	60	1	0	79
1	380	PK - VE	LIBRARY (READING ROOM/STACKS)	4,440	4,440	120	0	5,860
1	381	PK - VE	MEDIA TECHNICAL PROCESSING	480	480	120	0	633
1	382	PK - VE	PROFESSIONAL LIBRARY	480	480	120	0	633
1	383	PK - VE	AUDIO VISUAL STORAGE	720	720	120	0	950
1	384	PK - VE	PERIODICAL STORAGE	240	240	120	0	316
1	385	PK - VE	CLOSED CIRCUIT TV LAB	840	840	120	0	1,108
1	386	PK - VE	CLOSED CIRCUIT STORAGE	600	600	120	0	792
1	387	PK - VE	MEDIA PRODUCTION LAB	600	600	120	0	792
1	388	PK - VE	MEDIA COPYING ROOM	240	240	120	0	316
1	389	PK - VE	MEDIA SMALL GROUP ROOM	120	120	60	0	158

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	390	PK - VE	MEDIA GROUP PROJECTS/INSTRUCTION	600	600	120	0	792
1	391	PK - VE	MEDIA MAINTENANCE/REPAIR	120	120	60	0	158
1	704	06 - 12	SUSPENSION/DETENTION	600	600	20	20	792
	808		MATERIAL STORAGE	100	100	0	0	132
	815		STUDENT RESTROOM (MALE)	120	120	60	0	158
	816		STUDENT RESTROOM (FEMALE)	120	120	60	0	158
26	815	06 - 12	STUDENT RESTROOM (MALE)	120	3,120	60	0	4,118
26	816	06 - 12	STUDENT RESTROOM (FEMALE)	120	3,120	60	0	4,118

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<b>Level:</b>	SENIOR HIGH (09 - 12)	<b>Gross Sq. Feet:</b>	482,602
<b>Target Number of Stations:</b>	3,066	<b>Utilization:</b>	0.950
<b>Total Stations:</b>	3,066	<b>Acres Required:</b>	41
<b>Total Capacity:</b>	2,912		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
42	3	09 - 12	SENIOR HIGH CLASSROOM (9-12)	800	33,600	25	1,050	45,024
	808		MATERIAL STORAGE	100	4,200	0	0	5,628
10	12	09 - 12	SENIOR HIGH SKILLS LAB (9-12)	800	8,000	25	250	10,720
	808		MATERIAL STORAGE	100	1,000	0	0	1,340
10	22	09 - 12	SENIOR HIGH SCIENCE DEMO (9-12)	925	9,250	25	250	12,395
	808		MATERIAL STORAGE	100	1,000	0	0	1,340
	812		PROJECT STORAGE	150	1,500	0	0	2,010
14	23	09 - 12	SENIOR HIGH SCIENCE LAB (9-12)	1,275	17,850	25	350	23,919
	808		MATERIAL STORAGE	100	1,400	0	0	1,876
	812		PROJECT STORAGE	150	2,100	0	0	2,814
12	40	PK - 12	RESOURCE ROOM	290	3,480	10	0	4,663
	808		MATERIAL STORAGE	100	1,200	0	0	1,608
4	52	09 - 12	ART - SENIOR HIGH	1,590	6,360	30	120	8,522
	803		INSTRUCTIONAL DARKROOM	100	400	0	0	536
	805		KILN	60	240	0	0	321
	808		MATERIAL STORAGE	100	400	0	0	536
	812		PROJECT STORAGE	150	600	0	0	804
6	61	PK - 12	E S E PART-TIME	975	5,850	15	90	7,839
	808		MATERIAL STORAGE	100	600	0	0	804
	813		STUDENT STORAGE	40	240	0	0	321
	815		STUDENT RESTROOM (MALE)	35	210	0	0	281
	816		STUDENT RESTROOM (FEMALE)	35	210	0	0	281
6	62	PK - 12	E S E FULL-TIME	950	5,700	10	60	7,638
	808		MATERIAL STORAGE	100	600	0	0	804
	813		STUDENT STORAGE	40	240	0	0	321
	815		STUDENT RESTROOM (MALE)	35	210	0	0	281
	816		STUDENT RESTROOM (FEMALE)	35	210	0	0	281
	817		STUDENT RESTROOM & BATH	110	660	0	0	884
3	63	PK - 12	E S E VOCATIONAL	1,140	3,420	12	36	4,582

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	808		MATERIAL STORAGE	100	300	0	0	402
	815		STUDENT RESTROOM (MALE)	35	105	0	0	140
	816		STUDENT RESTROOM (FEMALE)	35	105	0	0	140
1	64	PK - 12	E S E PT/OT LAB	475	475	5	0	636
	808		MATERIAL STORAGE	100	100	0	0	134
	813		STUDENT STORAGE	40	40	0	0	53
	817		STUDENT RESTROOM & BATH	110	110	0	0	147
8	65	PK - 12	E S E RESOURCE	380	3,040	4	0	4,073
	808		MATERIAL STORAGE	100	800	0	0	1,072
	813		STUDENT STORAGE	40	320	0	0	428
6	66	PK - 12	E S E SUPPLEMENTARY INSTRUCTION	100	600	2	0	804
	808		MATERIAL STORAGE	100	600	0	0	804
4	68	PK - 12	E S E TIME-OUT ROOM	40	160	0	0	214
6	70	PK - 12	E S E ITINERANT	200	1,200	4	0	1,608
	808		MATERIAL STORAGE	100	600	0	0	804
2	75	06 - 12	VOCAL MUSIC CLASS (MIDDLE-SR HIGH)	1,425	2,850	25	50	3,819
	806		REFERENCE	100	200	0	0	268
	808		MATERIAL STORAGE	100	200	0	0	268
	830		MUSIC ENSEMBLE	300	600	0	0	804
	831		MUSIC PRACTICE ROOM	70	140	0	0	187
	833		ROBE STORAGE	150	300	0	0	402
	836		SHEET MUSIC STORAGE	150	300	0	0	402
	837		MUSIC EQUIPMENT STORAGE	400	800	0	0	1,072
1	76	06 - 12	BAND CLASS (MIDDLE-SR HIGH)	2,000	2,000	50	50	2,680
	806		REFERENCE	100	100	0	0	134
	808		MATERIAL STORAGE	100	100	0	0	134
	830		MUSIC ENSEMBLE	300	300	0	0	402
	831		MUSIC PRACTICE ROOM	70	70	0	0	93
	832		INSTRUMENT STORAGE	600	600	0	0	804
	834		UNIFORM STORAGE	300	300	0	0	402
	835		MUSIC STUDIO	180	180	0	0	241
	836		SHEET MUSIC STORAGE	150	150	0	0	201
	837		MUSIC EQUIPMENT STORAGE	400	400	0	0	536
1	77	06 - 12	ORCHESTRA CLASS (MIDDLE-SR HIGH)	1,425	1,425	25	25	1,909



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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	806		REFERENCE	100	100	0	0	134
	808		MATERIAL STORAGE	100	100	0	0	134
	830		MUSIC ENSEMBLE	300	300	0	0	402
	831		MUSIC PRACTICE ROOM	70	70	0	0	93
	832		INSTRUMENT STORAGE	600	600	0	0	804
	836		SHEET MUSIC STORAGE	150	150	0	0	201
	837		MUSIC EQUIPMENT STORAGE	400	400	0	0	536
1	78	06 - 12	GENERAL MUSIC CLASS (MIDDLE-SR HIGH)	925	925	25	25	1,239
	808		MATERIAL STORAGE	100	100	0	0	134
	832		INSTRUMENT STORAGE	600	600	0	0	804
1	79	06 - 12	GUITAR LAB (MIDDLE-SR HIGH)	925	925	25	25	1,239
	808		MATERIAL STORAGE	100	100	0	0	134
	832		INSTRUMENT STORAGE	600	600	0	0	804
2	80	06 - 12	PIANO LAB (MIDDLE-SR HIGH)	925	1,850	25	50	2,479
	808		MATERIAL STORAGE	100	200	0	0	268
7	81	06 - 12	RECORDING ROOM	225	1,575	5	0	2,110
2	82	06 - 12	INSTRUMENT REPAIR	0	0	0	0	0
1	90	06 - 12	P E DRESSING ROOM (MALE)	1,740	1,740	145	0	2,331
1	91	06 - 12	P E DRESSING ROOM (FEMALE)	1,740	1,740	145	0	2,331
2	92	06 - 12	P E LOCKER ROOM (MALE)	290	580	145	0	777
2	93	06 - 12	P E LOCKER ROOM (FEMALE)	290	580	145	0	777
2	94	06 - 12	P E SHOWER (MALE)	290	580	145	0	777
2	95	06 - 12	P E SHOWER (FEMALE)	290	580	145	0	777
1	96	06 - 12	P E DRYING AREA (MALE)	290	290	145	0	388
1	97	06 - 12	P E DRYING AREA (FEMALE)	290	290	145	0	388
1	98	06 - 12	P E STORAGE (MIDDLE-SR HIGH)	1,305	1,305	145	0	1,748
1	99	06 - 12	P E TEACHERS SHOWER (MALE)	22	22	1	0	29
1	100	06 - 12	P E TEACHERS SHOWER (FEMALE)	22	22	1	0	29
1	110	06 - 12	P E MULTIPURPOSE ROOM (MIDDLE-SR HIGH)	1,050	1,050	1	0	1,407
1	112	09 - 12	SR HIGH GYMNASIUM	6,500	6,500	70	70	8,710
1	113	06 - 12	GYMNASIUM SEATING	9,312	9,312	291	0	12,478
2	114	06 - 12	P E LAUNDRY	290	580	145	0	777
2	115	06 - 12	P E FIRST AID	290	580	145	0	777
2	116	06 - 12	P E TRAINING ROOM	250	500	1	0	670

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	117	06 - 12	P E WEIGHT ROOM	1,000	1,000	1	0	1,340
1	118	06 - 12	P E WRESTLING ROOM	1,680	1,680	1	0	2,251
1	119	06 - 12	P E GYMNASTICS & DANCE	1,050	1,050	1	0	1,407
1	120	06 - 12	GYMNASIUM STORAGE	435	435	145	0	582
1	202	09 - VE	SMALL AGRICULTURE LAB	1,100	1,100	20	20	1,474
	806		REFERENCE	100	100	0	0	134
	810		MATERIAL STORAGE (LARGE)	395	395	0	0	529
	818		LOCKERS/RESTROOM/SHOWER (ESE/VOC ED)	225	225	0	0	301
	840		VOCATIONAL RELATED CLASSROOM	680	680	20	0	911
	841		GREENHOUSE	800	800	0	0	1,072
	847		VOCATIONAL FLAMMABLE STORAGE	125	125	0	0	167
	848		VOCATIONAL MACHINERY STORAGE	1,100	1,100	0	0	1,474
	850		VOCATIONAL TOOL STORAGE (SMALL)	195	195	0	0	261
2	211	09 - 12	PRACTICAL BUSINESS LAB	1,550	3,100	25	50	4,154
	808		MATERIAL STORAGE	100	200	0	0	268
5	212	09 - VE	BUSINESS EDUCATION LAB	1,460	7,300	20	100	9,782
	808		MATERIAL STORAGE	100	500	0	0	670
1	232	09 - VE	SMALL HOME ECONOMICS LAB	1,100	1,100	20	20	1,474
	812		PROJECT STORAGE	150	150	0	0	201
	852		VOCATIONAL TECHNOLOGY RESOURCE CENTER	800	800	0	0	1,072
1	233	09 - VE	MEDIUM HOME ECONOMICS LAB	1,380	1,380	20	20	1,849
	808		MATERIAL STORAGE	100	100	0	0	134
	842		KITCHEN (HOME ECONOMICS)	125	125	0	0	167
	843		LAUNDRY (HOME ECONOMICS)	50	50	0	0	67
	852		VOCATIONAL TECHNOLOGY RESOURCE CENTER	800	800	0	0	1,072
4	241	09 - 12	SMALL TECHNOLOGY LAB	1,625	6,500	25	100	8,710
	808		MATERIAL STORAGE	100	400	0	0	536
	852		VOCATIONAL TECHNOLOGY RESOURCE CENTER	800	3,200	0	0	4,288
1	242	09 - 12	MEDIUM TECHNOLOGY LAB	2,375	2,375	25	25	3,182
	810		MATERIAL STORAGE (LARGE)	395	395	0	0	529
	852		VOCATIONAL TECHNOLOGY RESOURCE CENTER	800	800	0	0	1,072
5	245	09 - VE	MEDIUM INDUSTRIAL LAB	1,800	9,000	20	100	12,060
	808		MATERIAL STORAGE	100	500	0	0	670
	810		MATERIAL STORAGE (LARGE)	395	1,975	0	0	2,646

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	840		VOCATIONAL RELATED CLASSROOM	680	3,400	20	0	4,556
	849		VOCATIONAL PROJECT STORAGE	310	1,550	0	0	2,077
	850		VOCATIONAL TOOL STORAGE (SMALL)	195	975	0	0	1,306
2	246	09 - VE	LARGE INDUSTRIAL LAB	4,000	8,000	20	40	10,720
	808		MATERIAL STORAGE	100	200	0	0	268
	810		MATERIAL STORAGE (LARGE)	395	790	0	0	1,058
	840		VOCATIONAL RELATED CLASSROOM	680	1,360	20	0	1,822
	847		VOCATIONAL FLAMMABLE STORAGE	125	250	0	0	335
	849		VOCATIONAL PROJECT STORAGE	310	620	0	0	830
	850		VOCATIONAL TOOL STORAGE (SMALL)	195	390	0	0	522
1	253	09 - VE	MEDIUM HEALTH LAB	2,200	2,200	20	20	2,948
	804		DISPENSARY	135	135	0	0	180
	806		REFERENCE	100	100	0	0	134
	808		MATERIAL STORAGE	100	100	0	0	134
	810		MATERIAL STORAGE (LARGE)	395	395	0	0	529
	812		PROJECT STORAGE	150	150	0	0	201
	840		VOCATIONAL RELATED CLASSROOM	680	680	20	0	911
	849		VOCATIONAL PROJECT STORAGE	310	310	0	0	415
1	270	09 - VE	WORK EVALUATION LAB	1,110	1,110	15	0	1,487
	810		MATERIAL STORAGE (LARGE)	395	395	0	0	529
	853		VOCATIONAL TESTING	250	250	0	0	335
1	271	09 - VE	VPI LAB	705	705	15	0	944
	802		INSTRUCTIONAL CONFERENCE ROOM	225	225	0	0	301
	808		MATERIAL STORAGE	100	100	0	0	134
	840		VOCATIONAL RELATED CLASSROOM	680	680	20	0	911
	846		RECEPTION (VOC ED INSTRUCTION)	90	90	0	0	120
	853		VOCATIONAL TESTING	250	250	0	0	335
1	300	PK - VE	PRINCIPAL/DIRECTOR OFFICE	250	250	0	0	335
14	301	PK - VE	ASSISTANT PRINCIPAL/OTHER OFFICE	175	2,450	0	0	3,283
4	302	PK - VE	BOOKKEEPING OFFICE	125	500	0	0	670
4	303	PK - VE	SECRETARIAL SPACE	158	632	0	0	846
1	304	PK - VE	RECEPTION AREA	2,465	2,465	145	0	3,303
2	305	PK - VE	PRODUCTION WORKROOM	1,160	2,320	145	0	3,108
1	306	PK - VE	CONFERENCE ROOM	2,030	2,030	145	0	2,720

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	307	PK - VE	CLINIC	870	870	145	0	1,165
1	308	PK - VE	GENERAL SCHOOL STORAGE	1,450	1,450	145	0	1,943
2	309	PK - VE	VAULT/STUDENT RECORDS	870	1,740	145	0	2,331
1	310	PK - VE	SCHOOL STORE	290	290	145	0	388
1	311	PK - VE	STUDENT ACTIVITIES	1,450	1,450	145	0	1,943
1	312	PK - VE	COMPUTER AREA	435	435	145	0	582
1	313	PK - VE	CAREERS ROOM	870	870	145	0	1,165
7	314	PK - VE	ITINERANT OFFICE	125	875	0	0	1,172
1	315	PK - VE	TEACHER PLANNING OFFICE	5,820	5,820	291	0	7,798
1	316	PK - VE	TEACHER LOUNGE/DINING	1,164	1,164	291	0	1,559
1	330	PK - VE	CUSTODIAL RECEIVING	4,365	4,365	291	0	5,849
1	333	PK - VE	FLAMMABLE STORAGE	155	155	0	0	207
1	334	PK - VE	CUSTODIAL EQUIPMENT STORAGE	500	500	0	0	670
1	340	PK - VE	DINING AREA	11,640	11,640	291	0	15,597
1	341	PK - VE	KITCHEN & SERVING AREA	12,804	12,804	291	0	17,157
1	349	PK - VE	KITCHEN CHAIR STORAGE	580	580	145	0	777
1	351	06 - 12	MIDDLE/SR HIGH COVERED PATIO	10,476	10,476	291	0	14,037
1	360	06 - VE	AUDITORIUM	8,730	8,730	291	0	11,698
1	363	PK - VE	STAGE	990	990	1	0	1,326
1	364	PK - VE	STAGE STORAGE	1,455	1,455	291	0	1,949
1	365	PK - VE	STAGE DRESSING ROOM (MALE)	725	725	145	0	971
1	366	PK - VE	STAGE DRESSING ROOM (FEMALE)	725	725	145	0	971
1	367	PK - VE	CONTROL BOOTH/PROJECTION ROOM	100	100	1	0	134
1	368	PK - VE	TEXTBOOK STORAGE	1,015	1,015	145	0	1,360
1	369	06 - VE	STUDENT PERSONAL STORAGE	1,455	1,455	291	0	1,949
2	370	06 - VE	LOBBY	1,450	2,900	145	0	3,886
3	371	06 - VE	CONCESSIONS	200	600	1	0	804
3	372	06 - VE	TICKET BOOTH	30	90	1	0	120
1	380	PK - VE	LIBRARY (READING ROOM/STACKS)	10,767	10,767	291	0	14,427
1	381	PK - VE	MEDIA TECHNICAL PROCESSING	1,164	1,164	291	0	1,559
1	382	PK - VE	PROFESSIONAL LIBRARY	1,164	1,164	291	0	1,559
1	383	PK - VE	AUDIO VISUAL STORAGE	1,746	1,746	291	0	2,339
1	384	PK - VE	PERIODICAL STORAGE	582	582	291	0	779
1	385	PK - VE	CLOSED CIRCUIT TV LAB	2,037	2,037	291	0	2,729

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

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Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	386	PK - VE	CLOSED CIRCUIT STORAGE	1,455	1,455	291	0	1,949
1	387	PK - VE	MEDIA PRODUCTION LAB	1,455	1,455	291	0	1,949
1	388	PK - VE	MEDIA COPYING ROOM	582	582	291	0	779
1	389	PK - VE	MEDIA SMALL GROUP ROOM	290	290	145	0	388
1	390	PK - VE	MEDIA GROUP PROJECTS/INSTRUCTION	1,455	1,455	291	0	1,949
1	391	PK - VE	MEDIA MAINTENANCE/REPAIR	290	290	145	0	388
1	704	06 - 12	SUSPENSION/DETENTION	600	600	20	20	804
	808		MATERIAL STORAGE	100	100	0	0	134
	815		STUDENT RESTROOM (MALE)	35	35	0	0	46
	816		STUDENT RESTROOM (FEMALE)	35	35	0	0	46
2	708	09 - 12	JROTC	1,050	2,100	25	50	2,814
	800		ARMS ROOM	150	300	0	0	402
	801		FIRING RANGE (INDOOR)	2,400	4,800	0	0	6,432
	802		INSTRUCTIONAL CONFERENCE ROOM	225	450	0	0	603
	808		MATERIAL STORAGE	100	200	0	0	268
6	815	06 - 12	STUDENT RESTROOM (MALE)	290	1,740	145	0	2,331
6	816	06 - 12	STUDENT RESTROOM (FEMALE)	290	1,740	145	0	2,331

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

<b>Level:</b>	ALTERNATIVE EDUCATION (06 - 12)	<b>Gross Sq. Feet:</b>	35,099
<b>Target Number of Stations:</b>	309	<b>Utilization:</b>	1.000
<b>Total Stations:</b>	309	<b>Acres Required:</b>	8
<b>Total Capacity:</b>	309		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
4	2	04 - 08	INTERMEDIATE/MIDDLE CLASSROOM (4-8)	858	3,432	22	88	4,598
	808		MATERIAL STORAGE	100	400	0	0	536
	811		OUTSIDE STORAGE	50	200	0	0	268
	815		STUDENT RESTROOM (MALE)	30	120	15	0	160
	816		STUDENT RESTROOM (FEMALE)	30	120	15	0	160
1	11	04 - 08	INTERMEDIATE/MIDDLE SKILLS LAB (4-8)	858	858	22	22	1,149
	808		MATERIAL STORAGE	100	100	0	0	134
	815		STUDENT RESTROOM (MALE)	30	30	15	0	40
	816		STUDENT RESTROOM (FEMALE)	30	30	15	0	40
2	12	09 - 12	SENIOR HIGH SKILLS LAB (9-12)	800	1,600	25	50	2,144
	808		MATERIAL STORAGE	100	200	0	0	268
1	20	04 - 08	INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8)	814	814	22	22	1,090
	808		MATERIAL STORAGE	100	100	0	0	134
	812		PROJECT STORAGE	150	150	0	0	201
1	22	09 - 12	SENIOR HIGH SCIENCE DEMO (9-12)	925	925	25	25	1,239
	808		MATERIAL STORAGE	100	100	0	0	134
	812		PROJECT STORAGE	150	150	0	0	201
2	40	PK - 12	RESOURCE ROOM	290	580	10	0	777
	808		MATERIAL STORAGE	100	200	0	0	268
1	61	PK - 12	E S E PART-TIME	975	975	15	15	1,306
	808		MATERIAL STORAGE	100	100	0	0	134
	813		STUDENT STORAGE	40	40	0	0	53
	815		STUDENT RESTROOM (MALE)	30	30	15	0	40
	816		STUDENT RESTROOM (FEMALE)	30	30	15	0	40
1	62	PK - 12	E S E FULL-TIME	950	950	10	10	1,273
	808		MATERIAL STORAGE	100	100	0	0	134
	813		STUDENT STORAGE	40	40	0	0	53
	815		STUDENT RESTROOM (MALE)	30	30	15	0	40
	816		STUDENT RESTROOM (FEMALE)	30	30	15	0	40



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	817		STUDENT RESTROOM & BATH	110	110	0	0	147
1	63	PK - 12	E S E VOCATIONAL	1,140	1,140	12	12	1,527
	808		MATERIAL STORAGE	100	100	0	0	134
	815		STUDENT RESTROOM (MALE)	30	30	15	0	40
	816		STUDENT RESTROOM (FEMALE)	30	30	15	0	40
1	65	PK - 12	E S E RESOURCE	380	380	4	0	509
	808		MATERIAL STORAGE	100	100	0	0	134
	813		STUDENT STORAGE	40	40	0	0	53
1	66	PK - 12	E S E SUPPLEMENTARY INSTRUCTION	50	50	2	0	67
	808		MATERIAL STORAGE	100	100	0	0	134
3	70	PK - 12	E S E ITINERANT	200	600	4	0	804
	808		MATERIAL STORAGE	100	300	0	0	402
1	110	06 - 12	P E MULTIPURPOSE ROOM (MIDDLE-SR HIGH)	1,050	1,050	1	0	1,407
1	120	06 - 12	GYMNASIUM STORAGE	45	45	15	0	60
1	231	09 - 12	PRACTICAL HOME ECONOMICS LAB	1,600	1,600	25	25	2,144
	808		MATERIAL STORAGE	100	100	0	0	134
	843		LAUNDRY (HOME ECONOMICS)	50	50	0	0	67
	852		VOCATIONAL TECHNOLOGY RESOURCE CENTER	800	800	0	0	1,072
1	233	09 - VE	MEDIUM HOME ECONOMICS LAB	1,380	1,380	20	20	1,849
	808		MATERIAL STORAGE	100	100	0	0	134
	842		KITCHEN (HOME ECONOMICS)	125	125	0	0	167
	843		LAUNDRY (HOME ECONOMICS)	50	50	0	0	67
	852		VOCATIONAL TECHNOLOGY RESOURCE CENTER	800	800	0	0	1,072
1	270	09 - VE	WORK EVALUATION LAB	1,110	1,110	15	0	1,487
	810		MATERIAL STORAGE (LARGE)	395	395	0	0	529
	853		VOCATIONAL TESTING	250	250	0	0	335
1	271	09 - VE	VPI LAB	705	705	15	0	944
	802		INSTRUCTIONAL CONFERENCE ROOM	225	225	0	0	301
	808		MATERIAL STORAGE	100	100	0	0	134
	840		VOCATIONAL RELATED CLASSROOM	680	680	20	0	911
	846		RECEPTION (VOC ED INSTRUCTION)	90	90	0	0	120
	853		VOCATIONAL TESTING	250	250	0	0	335
1	314	PK - VE	ITINERANT OFFICE	125	125	0	0	167
1	704	06 - 12	SUSPENSION/DETENTION	600	600	20	20	804

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	808		MATERIAL STORAGE	100	100	0	0	134
	815		STUDENT RESTROOM (MALE)	30	30	15	0	40
	816		STUDENT RESTROOM (FEMALE)	30	30	15	0	40

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

<b>Level:</b>	EXCEPTIONAL STUDENT (PK - 12)	<b>Gross Sq. Feet:</b>	25,837
<b>Target Number of Stations:</b>	65	<b>Utilization:</b>	1.000
<b>Total Stations:</b>	65	<b>Acres Required:</b>	7
<b>Total Capacity:</b>	65		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	50	PK - 05	ART - ELEMENTARY	1,000	1,000	22	0	1,340
	808		MATERIAL STORAGE	100	100	0	0	134
	812		PROJECT STORAGE	150	150	0	0	201
1	55	PK - 05	MUSIC - ELEMENTARY	1,000	1,000	22	0	1,340
	806		REFERENCE	100	100	0	0	134
	808		MATERIAL STORAGE	100	100	0	0	134
	831		MUSIC PRACTICE ROOM	70	70	0	0	93
1	60	PK - PK	E S E PRE-K	475	475	5	5	636
	808		MATERIAL STORAGE	100	100	0	0	134
	813		STUDENT STORAGE	40	40	0	0	53
	817		STUDENT RESTROOM & BATH	110	110	0	0	147
6	62	PK - 12	E S E FULL-TIME	950	5,700	10	60	7,638
	808		MATERIAL STORAGE	100	600	0	0	804
	813		STUDENT STORAGE	40	240	0	0	321
	815		STUDENT RESTROOM (MALE)	6	36	3	0	48
	816		STUDENT RESTROOM (FEMALE)	6	36	3	0	48
	817		STUDENT RESTROOM & BATH	110	660	0	0	884
2	64	PK - 12	E S E PT/OT LAB	475	950	5	0	1,273
	808		MATERIAL STORAGE	100	200	0	0	268
	813		STUDENT STORAGE	40	80	0	0	107
	817		STUDENT RESTROOM & BATH	110	220	0	0	294
3	65	PK - 12	E S E RESOURCE	380	1,140	4	0	1,527
	808		MATERIAL STORAGE	100	300	0	0	402
	813		STUDENT STORAGE	40	120	0	0	160
4	66	PK - 12	E S E SUPPLEMENTARY INSTRUCTION	50	200	2	0	268
	808		MATERIAL STORAGE	100	400	0	0	536
2	67	PK - 12	E S E OBSERVATION BOOTH	150	300	0	0	402
2	68	PK - 12	E S E TIME-OUT ROOM	40	80	0	0	107
1	69	PK - 12	E S E AUDIOLOGY LAB	250	250	0	0	335

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

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Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	808		MATERIAL STORAGE	100	100	0	0	134
4	70	PK - 12	E S E ITINERANT	200	800	4	0	1,072
	808		MATERIAL STORAGE	100	400	0	0	536
1	300	PK - VE	PRINCIPAL/DIRECTOR OFFICE	250	250	0	0	335
1	301	PK - VE	ASSISTANT PRINCIPAL/OTHER OFFICE	175	175	0	0	234
1	302	PK - VE	BOOKKEEPING OFFICE	125	125	0	0	167
1	303	PK - VE	SECRETARIAL SPACE	158	158	0	0	211
1	304	PK - VE	RECEPTION AREA	51	51	3	0	68
1	305	PK - VE	PRODUCTION WORKROOM	24	24	3	0	32
1	306	PK - VE	CONFERENCE ROOM	42	42	3	0	56
1	307	PK - VE	CLINIC	18	18	3	0	24
1	308	PK - VE	GENERAL SCHOOL STORAGE	30	30	3	0	40
1	309	PK - VE	VAULT/STUDENT RECORDS	18	18	3	0	24
1	310	PK - VE	SCHOOL STORE	6	6	3	0	8
1	311	PK - VE	STUDENT ACTIVITIES	30	30	3	0	40
1	312	PK - VE	COMPUTER AREA	9	9	3	0	12
2	314	PK - VE	ITINERANT OFFICE	125	250	0	0	335
1	315	PK - VE	TEACHER PLANNING OFFICE	120	120	6	0	160
1	316	PK - VE	TEACHER LOUNGE/DINING	24	24	6	0	32
1	330	PK - VE	CUSTODIAL RECEIVING	90	90	6	0	120
1	333	PK - VE	FLAMMABLE STORAGE	155	155	0	0	207
1	334	PK - VE	CUSTODIAL EQUIPMENT STORAGE	500	500	0	0	670
1	340	PK - VE	DINING AREA	240	240	6	0	321
1	341	PK - VE	KITCHEN & SERVING AREA	264	264	6	0	353
1	349	PK - VE	KITCHEN CHAIR STORAGE	12	12	3	0	16
1	351	06 - 12	MIDDLE/SR HIGH COVERED PATIO	216	216	6	0	289
1	368	PK - VE	TEXTBOOK STORAGE	21	21	3	0	28
1	369	06 - VE	STUDENT PERSONAL STORAGE	30	30	6	0	40
1	380	PK - VE	LIBRARY (READING ROOM/STACKS)	222	222	6	0	297
1	382	PK - VE	PROFESSIONAL LIBRARY	24	24	6	0	32
1	383	PK - VE	AUDIO VISUAL STORAGE	36	36	6	0	48
1	384	PK - VE	PERIODICAL STORAGE	12	12	6	0	16
1	387	PK - VE	MEDIA PRODUCTION LAB	30	30	6	0	40
1	388	PK - VE	MEDIA COPYING ROOM	12	12	6	0	16

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	389	PK - VE	MEDIA SMALL GROUP ROOM	6	6	3	0	8
1	390	PK - VE	MEDIA GROUP PROJECTS/INSTRUCTION	30	30	6	0	40
1	391	PK - VE	MEDIA MAINTENANCE/REPAIR	6	6	3	0	8

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

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31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

<b>Level:</b>	ADULT EDUCATION (AE - AE)	<b>Gross Sq. Feet:</b>	38,372
<b>Target Number of Stations:</b>	160	<b>Utilization:</b>	1.500
<b>Total Stations:</b>	160	<b>Acres Required:</b>	7
<b>Total Capacity:</b>	240		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
4	212	09 - VE	BUSINESS EDUCATION LAB	1,460	5,840	20	80	7,825
	808		MATERIAL STORAGE	100	400	0	0	536
2	233	09 - VE	MEDIUM HOME ECONOMICS LAB	1,380	2,760	20	40	3,698
	808		MATERIAL STORAGE	100	200	0	0	268
	842		KITCHEN (HOME ECONOMICS)	125	250	0	0	335
	843		LAUNDRY (HOME ECONOMICS)	50	100	0	0	134
	852		VOCATIONAL TECHNOLOGY RESOURCE CENTER	800	1,600	0	0	2,144
2	253	09 - VE	MEDIUM HEALTH LAB	2,200	4,400	20	40	5,896
	804		DISPENSARY	135	270	0	0	361
	806		REFERENCE	100	200	0	0	268
	808		MATERIAL STORAGE	100	200	0	0	268
	810		MATERIAL STORAGE (LARGE)	395	790	0	0	1,058
	812		PROJECT STORAGE	150	300	0	0	402
	840		VOCATIONAL RELATED CLASSROOM	680	1,360	20	0	1,822
	849		VOCATIONAL PROJECT STORAGE	310	620	0	0	830
1	270	09 - VE	WORK EVALUATION LAB	1,110	1,110	15	0	1,487
	810		MATERIAL STORAGE (LARGE)	395	395	0	0	529
	853		VOCATIONAL TESTING	250	250	0	0	335
1	271	09 - VE	VPI LAB	705	705	15	0	944
	802		INSTRUCTIONAL CONFERENCE ROOM	225	225	0	0	301
	808		MATERIAL STORAGE	100	100	0	0	134
	840		VOCATIONAL RELATED CLASSROOM	680	680	20	0	911
	846		RECEPTION (VOC ED INSTRUCTION)	90	90	0	0	120
	853		VOCATIONAL TESTING	250	250	0	0	335
1	300	PK - VE	PRINCIPAL/DIRECTOR OFFICE	250	250	0	0	335
1	301	PK - VE	ASSISTANT PRINCIPAL/OTHER OFFICE	175	175	0	0	234
1	302	PK - VE	BOOKKEEPING OFFICE	125	125	0	0	167
1	303	PK - VE	SECRETARIAL SPACE	158	158	0	0	211
1	304	PK - VE	RECEPTION AREA	204	204	12	0	273



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

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Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	305	PK - VE	PRODUCTION WORKROOM	96	96	12	0	128
1	306	PK - VE	CONFERENCE ROOM	168	168	12	0	225
1	307	PK - VE	CLINIC	72	72	12	0	96
1	308	PK - VE	GENERAL SCHOOL STORAGE	120	120	12	0	160
1	309	PK - VE	VAULT/STUDENT RECORDS	72	72	12	0	96
1	310	PK - VE	SCHOOL STORE	24	24	12	0	32
1	312	PK - VE	COMPUTER AREA	36	36	12	0	48
1	313	PK - VE	CAREERS ROOM	72	72	12	0	96
1	314	PK - VE	ITINERANT OFFICE	125	125	0	0	167
1	315	PK - VE	TEACHER PLANNING OFFICE	480	480	24	0	643
1	330	PK - VE	CUSTODIAL RECEIVING	360	360	24	0	482
1	333	PK - VE	FLAMMABLE STORAGE	155	155	0	0	207
1	334	PK - VE	CUSTODIAL EQUIPMENT STORAGE	500	500	0	0	670
1	361	PK - VE	MULTIPURPOSE ROOM (DINING)	744	744	24	0	996
1	362	PK - VE	MULTIPURPOSE ROOM CHAIR STORAGE	48	48	24	0	64
1	368	PK - VE	TEXTBOOK STORAGE	84	84	12	0	112
1	380	PK - VE	LIBRARY (READING ROOM/STACKS)	888	888	24	0	1,189
1	381	PK - VE	MEDIA TECHNICAL PROCESSING	96	96	24	0	128
1	382	PK - VE	PROFESSIONAL LIBRARY	96	96	24	0	128
1	383	PK - VE	AUDIO VISUAL STORAGE	144	144	24	0	192
1	384	PK - VE	PERIODICAL STORAGE	48	48	24	0	64
1	388	PK - VE	MEDIA COPYING ROOM	48	48	24	0	64
1	389	PK - VE	MEDIA SMALL GROUP ROOM	24	24	12	0	32
1	390	PK - VE	MEDIA GROUP PROJECTS/INSTRUCTION	120	120	24	0	160
1	391	PK - VE	MEDIA MAINTENANCE/REPAIR	24	24	12	0	32

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

<b>Level:</b>	COUNTY ADMINISTRATION (CA - CA)	<b>Gross Sq. Feet:</b>	63,304
<b>Target Number of Stations:</b>	0	<b>Utilization:</b>	0.000
<b>Total Stations:</b>	0	<b>Acres Required:</b>	7
<b>Total Capacity:</b>	0		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	400	CA - DS	SUPERINTENDENTS OFFICE	0	0	0	0	0
2	401	CA - DS	ANCILLARY CONFERENCE ROOM	0	0	0	0	0
1	402	CA - DS	SUPERINTENDENTS SECRETARY	0	0	0	0	0
10	403	CA - DS	ANCILLARY SECRETARIAL/CLERICAL OFFICE	0	0	0	0	0
2	404	CA - DS	ANCILLARY RECEPTION AREA	0	0	0	0	0
2	405	CA - DS	VAULT	0	0	0	0	0
6	406	CA - DS	ASSISTANT SUPERINTENDENTS OFFICE	0	0	0	0	0
20	407	CA - DS	ANCILLARY ADMINISTRATIVE OFFICE	0	0	0	0	0
2	408	CA - DS	BUSINESS OPERATIONS WORK AREA	0	0	0	0	0
1	409	CA - DS	BUSINESS OPERATIONS STORAGE	0	0	0	0	0
6	410	CA - DS	SCHOOL PLANT PLANNING	0	0	0	0	0
6	411	CA - DS	WORD PROCESSING CENTER	0	0	0	0	0
2	412	CA - DS	PERSONNEL SERVICES	0	0	0	0	0
1	413	CA - DS	CENTRAL REPRODUCTION & COPY	0	0	0	0	0
1	414	CA - DS	CENTRAL ADMINISTRATIVE SUPPLY	0	0	0	0	0
1	415	CA - DS	MAIL ROOM	0	0	0	0	0
1	416	CA - DS	ANCILLARY CUSTODIAL SERVICES	0	0	0	0	0
1	417	CA - DS	CENTRAL SECURITY OFFICE	0	0	0	0	0
1	418	CA - DS	ANCILLARY ADMINISTRATIVE STORAGE	0	0	0	0	0
1	419	CA - DS	ANCILLARY FLAMMABLE STORAGE	0	0	0	0	0
1	420	CA - DS	SCHOOL BOARD MEETING ROOM	0	0	0	0	0
2	421	CA - DS	ANCILLARY STAFF LOUNGE	0	0	0	0	0
1	422	CA - DS	MAIN LOBBY & SWITCHBOARD	0	0	0	0	0
8	424	CA - DS	DIRECTORS OFFICE	0	0	0	0	0
8	425	CA - DS	ASSISTANT DIRECTORS OFFICE	0	0	0	0	0
20	426	CA - DS	GENERAL ANCILLARY OFFICE	0	0	0	0	0
3	427	CA - DS	STAFF DEVELOPMENT/INSTRUCTION	0	0	0	0	0
2	428	CA - DS	OTHER ANCILLARY ADMINISTRATIVE SUPPORT	0	0	0	0	0
1	500	CA - DS	PROGRAMMER ROOM	0	0	0	0	0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	501	CA - DS	DATA PROCESSING TECHNICAL AREA	0	0	0	0	0
1	502	CA - DS	DATA PROCESSING EQUIPMENT	0	0	0	0	0
1	503	CA - DS	COMPUTER ROOM (RAISED FLOOR)	0	0	0	0	0
1	504	CA - DS	OFF-LINE EQUIPMENT	0	0	0	0	0
1	505	CA - DS	ANCILLARY COMPUTER STORAGE	0	0	0	0	0
1	506	CA - DS	OTHER CENTRAL EQUIPMENT SUPPORT	0	0	0	0	0
2	510	CA - DS	WAREHOUSE STORAGE	0	0	0	0	0
1	520	CA - DS	CARPENTRY SHOP	0	0	0	0	0
1	525	CA - DS	GLAZING SHOP	0	0	0	0	0
1	530	CA - DS	MASONRY SHOP	0	0	0	0	0
1	535	CA - DS	SMALL ENGINE SHOP	0	0	0	0	0
1	540	CA - DS	ELECTRONICS SHOP	0	0	0	0	0
1	545	CA - DS	ELECTRICAL SHOP	0	0	0	0	0
1	550	CA - DS	MACHINE SHOP	0	0	0	0	0
1	555	CA - DS	PLUMBING SHOP	0	0	0	0	0
1	560	CA - DS	PAINT SHOP	0	0	0	0	0
1	565	CA - DS	WELDING SHOP	0	0	0	0	0
1	570	CA - DS	AIR CONDITIONING SHOP	0	0	0	0	0
1	575	CA - DS	CARPET SHOP	0	0	0	0	0
1	580	CA - DS	LOCKSMITH SHOP	0	0	0	0	0
1	585	CA - DS	SCHOOL BUS PARTS ROOM	0	0	0	0	0
1	586	CA - DS	SCHOOL BUS MACHINE SHOP	0	0	0	0	0
1	587	CA - DS	SCHOOL BUS GLASS/UPHOLSTERY SHOP	0	0	0	0	0
1	588	CA - DS	SCHOOL BUS BODY SHOP	0	0	0	0	0
1	589	CA - DS	SCHOOL BUS PAINT/FLAMMABLE STORAGE	0	0	0	0	0
2	590	CA - DS	SCHOOL BUS PAINT BAY	0	0	0	0	0
2	591	CA - DS	SCHOOL BUS TIRE STORAGE & MOUNTING	0	0	0	0	0
8	592	CA - DS	SCHOOL BUS WORK BAY	0	0	0	0	0
2	593	CA - DS	SCHOOL BUS DRIVERS CLASSROOM	0	0	0	0	0
8	594	CA - DS	ANCILLARY SUPPORT STORAGE	0	0	0	0	0
1	600	CA - DS	ANCILLARY LIBRARY WAREHOUSE/STACKS	0	0	0	0	0
1	601	CA - DS	ANCILLARY LIBRARY REFERENCE	0	0	0	0	0
1	602	CA - DS	ANCILLARY PROFESSIONAL LIBRARY	0	0	0	0	0
1	603	CA - DS	ANCILLARY PERIODICAL/JOURNAL SERVICES	0	0	0	0	0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	604	CA - DS	ANCILLARY MEDIA PROCESSING	0	0	0	0	0
1	605	CA - DS	ANCILLARY AUDIO VISUAL EQUIPMENT	0	0	0	0	0
1	606	CA - DS	ANCILLARY CLOSED CIRCUIT TV LABORATORY	0	0	0	0	0
1	607	CA - DS	ANCILLARY CLOSED CIRCUIT TV SUPPORT	0	0	0	0	0
1	608	CA - DS	ANCILLARY MEDIA PRODUCTION LABORATORY	0	0	0	0	0
1	609	CA - DS	ANCILLARY MEDIA COPYING ROOM	0	0	0	0	0
1	610	CA - DS	ANCILLARY MEDIA MAINTENANCE/REPAIR	0	0	0	0	0
1	611	CA - DS	ANCILLARY MEDIA STORAGE	0	0	0	0	0
1	612	CA - DS	OTHER ANCILLARY MEDIA SPACE	0	0	0	0	0
1	700	CA - DS	INSIDE CIRCULATION	0	0	0	0	0
1	701	CA - DS	COVERED WALKWAY	0	0	0	0	0
6	702	CA - DS	MECHANICAL ROOM	0	0	0	0	0
20	703	CA - DS	ELECTRICAL ROOM	0	0	0	0	0
30	707	CA - DS	TELEPHONE EQUIPMENT/COMMUNICATION CLOSET	0	0	0	0	0
12	824	CA - DS	ANCILLARY RESTROOM (MALE)	0	0	0	0	0
12	825	CA - DS	ANCILLARY RESTROOM (FEMALE)	0	0	0	0	0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

<b>Level:</b>	PRE-K E S E (PK - PK)	<b>Gross Sq. Feet:</b>	31,813
<b>Target Number of Stations:</b>	100	<b>Utilization:</b>	1.000
<b>Total Stations:</b>	100	<b>Acres Required:</b>	4
<b>Total Capacity:</b>	100		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	10	PK - 03	PRIMARY SKILLS LAB (K-3)	882	882	18	0	1,181
	808		MATERIAL STORAGE	100	100	0	0	134
	813		STUDENT STORAGE	40	40	0	0	53
	814		STUDENT RESTROOM (BOTH SEXES)	60	60	0	0	80
1	14	PK - 05	ELEMENTARY COVERED PLAY AREA	360	360	10	0	482
1	40	PK - 12	RESOURCE ROOM	290	290	10	0	388
	808		MATERIAL STORAGE	100	100	0	0	134
1	50	PK - 05	ART - ELEMENTARY	1,000	1,000	22	0	1,340
	808		MATERIAL STORAGE	100	100	0	0	134
	812		PROJECT STORAGE	150	150	0	0	201
1	55	PK - 05	MUSIC - ELEMENTARY	1,000	1,000	22	0	1,340
	806		REFERENCE	100	100	0	0	134
	808		MATERIAL STORAGE	100	100	0	0	134
	831		MUSIC PRACTICE ROOM	70	70	0	0	93
15	60	PK - PK	E S E PRE-K	475	7,125	5	75	9,547
	808		MATERIAL STORAGE	100	1,500	0	0	2,010
	813		STUDENT STORAGE	40	600	0	0	804
	817		STUDENT RESTROOM & BATH	110	1,650	0	0	2,211
1	61	PK - 12	E S E PART-TIME	975	975	15	15	1,306
	808		MATERIAL STORAGE	100	100	0	0	134
	813		STUDENT STORAGE	40	40	0	0	53
	815		STUDENT RESTROOM (MALE)	35	35	0	0	46
	816		STUDENT RESTROOM (FEMALE)	35	35	0	0	46
1	62	PK - 12	E S E FULL-TIME	950	950	10	10	1,273
	808		MATERIAL STORAGE	100	100	0	0	134
	813		STUDENT STORAGE	40	40	0	0	53
	815		STUDENT RESTROOM (MALE)	35	35	0	0	46
	816		STUDENT RESTROOM (FEMALE)	35	35	0	0	46
	817		STUDENT RESTROOM & BATH	110	110	0	0	147

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	65	PK - 12	E S E RESOURCE	380	380	4	0	509
	808		MATERIAL STORAGE	100	100	0	0	134
	813		STUDENT STORAGE	40	40	0	0	53
1	66	PK - 12	E S E SUPPLEMENTARY INSTRUCTION	100	100	2	0	134
	808		MATERIAL STORAGE	100	100	0	0	134
5	67	PK - 12	E S E OBSERVATION BOOTH	150	750	0	0	1,005
1	69	PK - 12	E S E AUDIOLOGY LAB	250	250	0	0	335
	808		MATERIAL STORAGE	100	100	0	0	134
3	70	PK - 12	E S E ITINERANT	200	600	4	0	804
	808		MATERIAL STORAGE	100	300	0	0	402
1	300	PK - VE	PRINCIPAL/DIRECTOR OFFICE	250	250	0	0	335
1	301	PK - VE	ASSISTANT PRINCIPAL/OTHER OFFICE	175	175	0	0	234
1	302	PK - VE	BOOKKEEPING OFFICE	125	125	0	0	167
1	303	PK - VE	SECRETARIAL SPACE	158	158	0	0	211
1	304	PK - VE	RECEPTION AREA	85	85	5	0	113
1	305	PK - VE	PRODUCTION WORKROOM	40	40	5	0	53
1	306	PK - VE	CONFERENCE ROOM	70	70	5	0	93
1	307	PK - VE	CLINIC	30	30	5	0	40
1	308	PK - VE	GENERAL SCHOOL STORAGE	50	50	5	0	67
1	309	PK - VE	VAULT/STUDENT RECORDS	30	30	5	0	40
1	314	PK - VE	ITINERANT OFFICE	125	125	0	0	167
1	315	PK - VE	TEACHER PLANNING OFFICE	200	200	10	0	268
1	316	PK - VE	TEACHER LOUNGE/DINING	40	40	10	0	53
1	330	PK - VE	CUSTODIAL RECEIVING	150	150	10	0	201
1	333	PK - VE	FLAMMABLE STORAGE	155	155	0	0	207
1	334	PK - VE	CUSTODIAL EQUIPMENT STORAGE	500	500	0	0	670
1	340	PK - VE	DINING AREA	400	400	10	0	536
1	341	PK - VE	KITCHEN & SERVING AREA	440	440	10	0	589
1	349	PK - VE	KITCHEN CHAIR STORAGE	20	20	5	0	26
1	361	PK - VE	MULTIPURPOSE ROOM (DINING)	310	310	10	0	415



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

<b>Level:</b>	WAREHOUSE (DS - DS)	<b>Gross Sq. Feet:</b>	5,000
<b>Target Number of Stations:</b>	0	<b>Utilization:</b>	0.000
<b>Total Stations:</b>	0	<b>Acres Required:</b>	7
<b>Total Capacity:</b>	0		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	401	CA - DS	ANCILLARY CONFERENCE ROOM	0	0	0	0	0
3	404	CA - DS	ANCILLARY RECEPTION AREA	0	0	0	0	0
9	407	CA - DS	ANCILLARY ADMINISTRATIVE OFFICE	0	0	0	0	0
1	416	CA - DS	ANCILLARY CUSTODIAL SERVICES	0	0	0	0	0
11	418	CA - DS	ANCILLARY ADMINISTRATIVE STORAGE	0	0	0	0	0
2	421	CA - DS	ANCILLARY STAFF LOUNGE	0	0	0	0	0
1	424	CA - DS	DIRECTORS OFFICE	0	0	0	0	0
3	426	CA - DS	GENERAL ANCILLARY OFFICE	0	0	0	0	0
9	510	CA - DS	WAREHOUSE STORAGE	0	0	0	0	0
1	535	CA - DS	SMALL ENGINE SHOP	0	0	0	0	0
3	540	CA - DS	ELECTRONICS SHOP	0	0	0	0	0
1	545	CA - DS	ELECTRICAL SHOP	0	0	0	0	0
1	570	CA - DS	AIR CONDITIONING SHOP	0	0	0	0	0
6	594	CA - DS	ANCILLARY SUPPORT STORAGE	0	0	0	0	0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

<b>Level:</b>	MULTIPLE USE SUPPORT (DS - DS)	<b>Gross Sq. Feet:</b>	50,000
<b>Target Number of Stations:</b>	0	<b>Utilization:</b>	0.000
<b>Total Stations:</b>	0	<b>Acres Required:</b>	7
<b>Total Capacity:</b>	0		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
3	401	CA - DS	ANCILLARY CONFERENCE ROOM	0	0	0	0	0
1	403	CA - DS	ANCILLARY SECRETARIAL/CLERICAL OFFICE	0	0	0	0	0
4	404	CA - DS	ANCILLARY RECEPTION AREA	0	0	0	0	0
13	407	CA - DS	ANCILLARY ADMINISTRATIVE OFFICE	0	0	0	0	0
2	408	CA - DS	BUSINESS OPERATIONS WORK AREA	0	0	0	0	0
2	409	CA - DS	BUSINESS OPERATIONS STORAGE	0	0	0	0	0
3	413	CA - DS	CENTRAL REPRODUCTION & COPY	0	0	0	0	0
4	418	CA - DS	ANCILLARY ADMINISTRATIVE STORAGE	0	0	0	0	0
2	421	CA - DS	ANCILLARY STAFF LOUNGE	0	0	0	0	0
4	424	CA - DS	DIRECTORS OFFICE	0	0	0	0	0
5	426	CA - DS	GENERAL ANCILLARY OFFICE	0	0	0	0	0
2	428	CA - DS	OTHER ANCILLARY ADMINISTRATIVE SUPPORT	0	0	0	0	0
1	510	CA - DS	WAREHOUSE STORAGE	0	0	0	0	0
1	520	CA - DS	CARPENTRY SHOP	0	0	0	0	0
1	545	CA - DS	ELECTRICAL SHOP	0	0	0	0	0
1	560	CA - DS	PAINT SHOP	0	0	0	0	0
1	565	CA - DS	WELDING SHOP	0	0	0	0	0
6	594	CA - DS	ANCILLARY SUPPORT STORAGE	0	0	0	0	0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

<b>Level:</b>	TRANSPORTATION (DS - DS)	<b>Gross Sq. Feet:</b>	22,000
<b>Target Number of Stations:</b>	0	<b>Utilization:</b>	0.000
<b>Total Stations:</b>	0	<b>Acres Required:</b>	7
<b>Total Capacity:</b>	0		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
2	401	CA - DS	ANCILLARY CONFERENCE ROOM	0	0	0	0	0
2	404	CA - DS	ANCILLARY RECEPTION AREA	0	0	0	0	0
2	421	CA - DS	ANCILLARY STAFF LOUNGE	0	0	0	0	0
9	426	CA - DS	GENERAL ANCILLARY OFFICE	0	0	0	0	0
1	428	CA - DS	OTHER ANCILLARY ADMINISTRATIVE SUPPORT	0	0	0	0	0
2	585	CA - DS	SCHOOL BUS PARTS ROOM	0	0	0	0	0
1	592	CA - DS	SCHOOL BUS WORK BAY	0	0	0	0	0
1	593	CA - DS	SCHOOL BUS DRIVERS CLASSROOM	0	0	0	0	0
2	824	CA - DS	ANCILLARY RESTROOM (MALE)	0	0	0	0	0
2	825	CA - DS	ANCILLARY RESTROOM (FEMALE)	0	0	0	0	0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

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## Section 3: Recommendations

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** ADMINISTRATIVE ANNEX/PRINT SHOP  
**Address:** 1426 19TH STREET, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	6 - ANCILLARY RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	COUNTY ADMINISTRATION	ADULT EDUCATION
<b>Low Grade</b>	COUNTY ADMINISTRATION	ADULT EDUCATION
<b>High Grade</b>	COUNTY ADMINISTRATION	ADULT EDUCATION
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	0	0	0
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	0	0	0
<b>Utilization Factor</b>	0%		150%
<b>School Capacity</b>	0		0
<b>COFTE Student Membership</b>	0		0
<b>Survey Annotation</b>	This facility was converted to Adult Ed when the District Services Complex was consolidated at the present location.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Estimated Total Project Cost</b>					\$0	

ADMINISTRATIVE ANNEX/PRINT SHOP	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** ADMINISTRATIVE BUILDING  
**Address:** 1990 25TH STREET, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	6 - ANCILLARY RECOMMENDED FOR CONTINUED USE	6 - ANCILLARY RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	COUNTY ADMINISTRATION	COUNTY ADMINISTRATION
<b>Low Grade</b>	COUNTY ADMINISTRATION	COUNTY ADMINISTRATION
<b>High Grade</b>	COUNTY ADMINISTRATION	COUNTY ADMINISTRATION
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	0	0	0
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	0	0	0
<b>Utilization Factor</b>	0%		0%
<b>School Capacity</b>	0		0
<b>COFTE Student Membership</b>	0		0
<b>Survey Annotation</b>			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Estimated Total Project Cost</b>					\$0	

ADMINISTRATIVE BUILDING	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** ADULT EDUCATION  
**Address:** 1427 19TH STREET, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	VACANT	ADULT EDUCATION
<b>Low Grade</b>	ADULT EDUCATION	ADULT EDUCATION
<b>High Grade</b>	ADULT EDUCATION	ADULT EDUCATION
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	0	40	40
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	0	40	40
<b>Utilization Factor</b>	0%		150%
<b>School Capacity</b>	0		60
<b>COFTE Student Membership</b>	0		0
<b>Survey Annotation</b>			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$25,000	\$321,408	\$306,934	\$1,238,040
<b>Estimated Total Project Cost</b>					\$1,891,382	

ADULT EDUCATION	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
New Construction 2014			New Construction: Adding 2 units of BUSINESS EDUCATION LAB (1460 NSF)	3,120	40	\$1,238,040	\$397	\$30,951

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

ADULT EDUCATION	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2014	27	2	Removed NSF (864), Added NSF (864), Difference NSF (0), Percent (0%), Removed Stations (0), Added Stations (0) Remodeling: Adding 1 unit of STAFF RESTROOM (BOTH SEXES) (45 NSF), 1 unit of VOCATIONAL TECHNOLOGY RESOURCE CENTER (819 NSF) and Removing Room 101 (864 NSF)	864	0	\$107,136	\$124	\$0
Remodeling 2014	27	3	Removed NSF (864), Added NSF (864), Difference NSF (0), Percent (0%), Removed Stations (0), Added Stations (0) Remodeling: Adding 1 unit of STAFF RESTROOM (BOTH SEXES) (45 NSF), 1 unit of VOCATIONAL TECHNOLOGY RESOURCE CENTER (819 NSF) and Removing Room 102 (864 NSF)	864	0	\$107,136	\$124	\$0
Remodeling 2013	27	4	Removed NSF (864), Added NSF (864), Difference NSF (0), Percent (0%), Removed Stations (0), Added Stations (0) Remodeling: Adding 1 unit of STAFF RESTROOM (BOTH SEXES) (45 NSF), 1 unit of VOCATIONAL TECHNOLOGY RESOURCE CENTER (819 NSF) and Removing Room 104 (864 NSF)	864	0	\$107,136	\$124	\$0
Renovation 2014	27	1	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 100 (22 NSF), Room 100A (108 NSF), Room 101 (144 NSF), Room 102 (144 NSF), Room 103 (800 NSF), Room 103A (60 NSF), Room 104 (100 NSF), Room 105 (800 NSF), Room 106 (150 NSF), Room 107 (90 NSF), Room 108 (600 NSF), Room 109 (600 NSF), Room 110 (80 NSF)	3,698	0	\$306,934	\$83	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** ALTERNATIVE EDUCATION CENTER  
**Address:** 4690 28TH COURT, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	ALTERNATIVE EDUCATION	ALTERNATIVE EDUCATION
<b>Low Grade</b>	GRADE 6	GRADE 6
<b>High Grade</b>	GRADE 12	GRADE 12
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	328	0	328
<b>Reloc. Stations</b>	25	0	25
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	353	0	353
<b>Utilization Factor</b>	100%		100%
<b>School Capacity</b>	353		353
<b>COFTE Student Membership</b>	64		63
<b>Survey Annotation</b>			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Estimated Total Project Cost</b>					\$0	

ALTERNATIVE EDUCATION CENTER	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** BEACHLAND ELEMENTARY  
**Address:** 3351 MOCKINGBIRD DRIVE, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	ELEMENTARY	ELEMENTARY
<b>Low Grade</b>	PRE-K E S E	PRE-K E S E
<b>High Grade</b>	GRADE 5	GRADE 5
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	369	0	369
<b>Reloc. Stations</b>	76	-76	0
<b>Mod. Stations</b>	174	0	174
<b>Total Stations</b>	619	-76	543
<b>Utilization Factor</b>	100%		100%
<b>School Capacity</b>	619		543
<b>COFTE Student Membership</b>	598		521
<b>Survey Annotation</b>	Remodel existing cafeteria and expand. Remodel all 1957 buildings to meet current SREF standards and provide for modernization and ADA.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$1,880,644	\$0	\$756,960
<b>Estimated Total Project Cost</b>					\$2,637,604	

BEACHLAND ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
New Construction 2015			New Construction: Adding 1 unit of CUSTODIAL RECEIVING (800 NSF), 1 unit of DINING AREA (2400 NSF), 1 unit of MULTIPURPOSE ROOM CHAIR STORAGE (120 NSF)	3,320	0	\$756,960	\$228	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

BEACHLAND ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2018	6	0	Removed NSF (3456), Added NSF (0), Difference NSF (3456), Percent (100%), Removed Stations (76), Added Stations (0) Remodeling: Removing Room 700 (824 NSF), Room 700A (40 NSF), Room 701 (824 NSF), Room 701A (40 NSF), Room 709 (824 NSF), Room 709A (40 NSF), Room 893 (824 NSF), Room 893A (40 NSF)	-3,456	-76	\$40,000	\$12	\$0
Remodeling 2018	6	1	Removed NSF (1160), Added NSF (1127), Difference NSF (33), Percent (2.84%), Removed Stations (18), Added Stations (18) Remodeling: Adding 1 unit of PRIMARY CLASSROOM (K-3) (882 NSF), 1 unit of CUSTODIAL SERVICE CLOSET (50 NSF), 1 unit of MATERIAL STORAGE (100 NSF), 1 unit of OUTSIDE STORAGE (50 NSF), 1 unit of STUDENT STORAGE (40 NSF), 1 unit of STUDENT RESTROOM (BOTH SEXES) (5 NSF) and Removing Room 5000 (682 NSF), Room 5001 (107 NSF), Room 5002 (33 NSF), Room 5003 (103 NSF), Room 5004 (47 NSF), Room 5005 (65 NSF), Room 5006 (123 NSF)	-1,160	0	\$132,240	\$114	\$0
Remodeling 2013	6	2	Removed NSF (912), Added NSF (900), Difference NSF (12), Percent (1.32%), Removed Stations (18), Added Stations (0) Remodeling: Adding 1 unit of E S E RESOURCE (380 NSF), 1 unit of ITINERANT OFFICE (125 NSF), 1 unit of TEACHER PLANNING OFFICE (250 NSF), 1 unit of MATERIAL STORAGE (100 NSF), 1 unit of STAFF RESTROOM (BOTH SEXES) (45 NSF) and Removing Room 4000 (686 NSF), Room 4001 (48 NSF), Room 4002 (127 NSF), Room 4003 (51 NSF)	-912	-18	\$103,968	\$114	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

BEACHLAND ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2018	6	3	Removed NSF (3393), Added NSF (3110), Difference NSF (283), Percent (8.34%), Removed Stations (10), Added Stations (10) Remodeling: Adding 1 unit of RESOURCE ROOM (290 NSF), 1 unit of E S E FULL-TIME (950 NSF), 1 unit of E S E SUPPLEMENTARY INSTRUCTION (50 NSF), 1 unit of E S E OBSERVATION BOOTH (150 NSF), 1 unit of TEACHER PLANNING OFFICE (600 NSF), 1 unit of CUSTODIAL SERVICE CLOSET (90 NSF), 2 units of INSIDE CIRCULATION (100 NSF), 1 unit of MECHANICAL ROOM (150 NSF), 2 units of MATERIAL STORAGE (100 NSF), 1 unit of MATERIAL STORAGE (100 NSF), 1 unit of STUDENT STORAGE (40 NSF), 1 unit of STUDENT RESTROOM (MALE) (45 NSF), 1 unit of STUDENT RESTROOM (FEMALE) (45 NSF), 1 unit of STUDENT RESTROOM & BATH (110 NSF), 1 unit of STAFF RESTROOM (MALE) (45 NSF), 1 unit of STAFF RESTROOM (FEMALE) (45 NSF) and Removing Room 2000 (60 NSF), Room 2001 (95 NSF), Room 2002 (140 NSF), Room 2003 (168 NSF), Room 2004 (96 NSF), Room 2005 (440 NSF), Room 2006 (36 NSF), Room 2007 (36 NSF), Room 2008 (60 NSF), Room 2009 (74 NSF), Room 2010 (132 NSF), Room 2011 (226 NSF), Room 2012 (100 NSF), Room 2013 (50 NSF), Room 2014 (700 NSF), Room 2014A (36 NSF), Room 2015 (433 NSF), Room 2015A (36 NSF), Room 2016 (175 NSF), Room 2017 (175 NSF), Room 2018 (125 NSF)	-3,393	0	\$386,802	\$114	\$0



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

BEACHLAND ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2015	6	4	Removed NSF (7415), Added NSF (7375), Difference NSF (40), Percent (0.54%), Removed Stations (0), Added Stations (0) Remodeling: Adding 1 unit of TEACHER LOUNGE/DINING (240 NSF), 1 unit of KITCHEN & SERVING AREA (2640 NSF), 1 unit of KITCHEN CHAIR STORAGE (120 NSF), 1 unit of MULTIPURPOSE ROOM (DINING) (1860 NSF), 1 unit of STAGE (990 NSF), 1 unit of STAGE STORAGE (300 NSF), 1 unit of STAGE DRESSING ROOM (MALE) (150 NSF), 1 unit of STAGE DRESSING ROOM (FEMALE) (150 NSF), 1 unit of CONTROL BOOTH/PROJECTION ROOM (100 NSF), 3 units of INSIDE CIRCULATION (100 NSF), 1 unit of MECHANICAL ROOM (300 NSF), 1 unit of STUDENT RESTROOM (MALE) (45 NSF), 1 unit of STUDENT RESTROOM (FEMALE) (45 NSF), 1 unit of STAFF RESTROOM (MALE) (45 NSF), 1 unit of STAFF RESTROOM (FEMALE) (45 NSF), 1 unit of STAFF RESTROOM (BOTH SEXES) (45 NSF) and Removing Room 100 (2961 NSF), Room 100A (60 NSF), Room 100B (10 NSF), Room 100C (1282 NSF), Room 100D (68 NSF), Room 100E (60 NSF), Room 101 (405 NSF), Room 102 (120 NSF), Room 104 (899 NSF), Room 105 (60 NSF), Room 105A (48 NSF), Room 106 (54 NSF), Room 107 (144 NSF), Room 107A (84 NSF), Room 108 (117 NSF), Room 109 (169 NSF), Room 110 (308 NSF), Room 111 (330 NSF), Room 112 (104 NSF), Room 113 (84 NSF), Room 114 (48 NSF)	-7,415	0	\$845,310	\$114	\$0
Remodeling 2018	6	5	Removed NSF (3266), Added NSF (3131), Difference NSF (135), Percent (4.13%), Removed Stations (36), Added Stations (54) Remodeling: Adding 3 units of PRIMARY CLASSROOM (K-3) (882 NSF), 1 unit of MECHANICAL ROOM (200 NSF), 3 units of OUTSIDE STORAGE (50 NSF), 3 units of STUDENT RESTROOM (BOTH SEXES) (45 NSF) and Removing Room 3000 (65 NSF), Room 3001 (923 NSF), Room 3002 (74 NSF), Room 3003 (74 NSF), Room 3004 (852 NSF), Room 3004A (33 NSF), Room 3004B (79 NSF), Room 3005 (894 NSF), Room 3005A (33 NSF), Room 3006 (101 NSF), Room 3007 (101 NSF), Room 3008 (37 NSF)	-3,266	18	\$372,324	\$114	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

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# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** CENTRAL WAREHOUSE  
**Address:** 1825 14TH STREET, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	6 - ANCILLARY RECOMMENDED FOR CONTINUED USE	7 - ANCILLARY NOT RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	WAREHOUSE	WAREHOUSE
<b>Low Grade</b>	DISTRICT SERVICES	DISTRICT SERVICES
<b>High Grade</b>	DISTRICT SERVICES	DISTRICT SERVICES
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	0	0	0
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	0	0	0
<b>Utilization Factor</b>	0%		0%
<b>School Capacity</b>	0		0
<b>COFTE Student Membership</b>	0		0
<b>Survey Annotation</b>			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Estimated Total Project Cost</b>					\$0	

CENTRAL WAREHOUSE	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** CITRUS ELEMENTARY  
**Address:** 2771 CITRUS ROAD, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	ELEMENTARY	ELEMENTARY
<b>Low Grade</b>	PRE-K E S E	PRE-K E S E
<b>High Grade</b>	GRADE 5	GRADE 5
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	450	191	641
<b>Reloc. Stations</b>	180	-180	0
<b>Mod. Stations</b>	106	0	106
<b>Total Stations</b>	736	11	747
<b>Utilization Factor</b>	100%		100%
<b>School Capacity</b>	736		747
<b>COFTE Student Membership</b>	691		733
<b>Survey Annotation</b>	Core capacity calculated at 747, as it will only have 1 PK classroom. Recommendations for new construction include 13 classrooms, 1 skills lab, 2 resource, media expansion, remodeling small portion of admin, remodeling of multipurpose into a student resource area, remodeling and expansion of food service.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$1,127,710	\$0	\$7,211,022
			<b>Estimated Total Project Cost</b>		\$8,338,732	

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

CITRUS ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
New Construction 2015			New Construction: Adding 1 unit of FLAMMABLE STORAGE (155 NSF), 1 unit of DINING AREA (2988 NSF), 1 unit of KITCHEN CHAIR STORAGE (149 NSF), 1 unit of MULTIPURPOSE ROOM (DINING) (2316 NSF), 1 unit of MULTIPURPOSE ROOM CHAIR STORAGE (149 NSF), 1 unit of STAGE (990 NSF), 1 unit of STAGE STORAGE (374 NSF), 1 unit of STAGE DRESSING ROOM (MALE) (187 NSF), 1 unit of STAGE DRESSING ROOM (FEMALE) (187 NSF), 1 unit of CONTROL BOOTH/PROJECTION ROOM (100 NSF), 2 units of STUDENT RESTROOM (MALE) (45 NSF), 2 units of STUDENT RESTROOM (FEMALE) (45 NSF)	7,775	0	\$1,772,700	\$228	\$0
New Construction 2015			New Construction: Adding 5 units of PRIMARY CLASSROOM (K-3) (882 NSF), 3 units of INTERMEDIATE/MIDDLE CLASSROOM (4-8) (858 NSF), 1 unit of INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8) (814 NSF), 1 unit of E S E PART-TIME (975 NSF), 2 units of E S E FULL-TIME (950 NSF)	13,683	213	\$4,700,058	\$343	\$22,066
New Construction 2015			New Construction: Adding 1 unit of PRIMARY SKILLS LAB (K-3) (882 NSF), 2 units of RESOURCE ROOM (290 NSF)	1,862	0	\$424,536	\$228	\$0
New Construction 2015			New Construction: Adding 1 unit of ASSISTANT PRINCIPAL/OTHER OFFICE (175 NSF), 1 unit of PERIODICAL STORAGE (149 NSF), 1 unit of MEDIA PRODUCTION LAB (374 NSF), 1 unit of MEDIA COPYING ROOM (149 NSF), 1 unit of MEDIA SMALL GROUP ROOM (80 NSF), 1 unit of MEDIA GROUP PROJECTS/INSTRUCTION (374 NSF), 1 unit of MEDIA MAINTENANCE/REPAIR (75 NSF)	1,376	0	\$313,728	\$228	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

CITRUS ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2015	12	0	Removed NSF (8640), Added NSF (0), Difference NSF (8640), Percent (100%), Removed Stations (180), Added Stations (0) Remodeling: Removing Room 509A (40 NSF), Room 530 (844 NSF), Room 530A (20 NSF), Room 578 (864 NSF), Room 619 (824 NSF), Room 619A (40 NSF), Room 620 (824 NSF), Room 620A (40 NSF), Room 625 (824 NSF), Room 625A (40 NSF), Room 626 (824 NSF), Room 626A (40 NSF), Room 627 (864 NSF), Room 628 (824 NSF), Room 628A (40 NSF), Room 629 (824 NSF), Room 629A (40 NSF), Room 702 (824 NSF)	-8,640	-180	\$100,000	\$12	\$0
Remodeling 2015	12	2	Removed NSF (550), Added NSF (537), Difference NSF (13), Percent (2.36%), Removed Stations (0), Added Stations (0) Remodeling: Adding 1 unit of CONFERENCE ROOM (253 NSF), 1 unit of VAULT/STUDENT RECORDS (224 NSF), 1 unit of INSIDE CIRCULATION (60 NSF) and Removing Room 207 (100 NSF), Room 208 (450 NSF)	-550	0	\$62,700	\$114	\$0
Remodeling 2015	12	4	Removed NSF (952), Added NSF (952), Difference NSF (0), Percent (0%), Removed Stations (22), Added Stations (0) Remodeling: Adding 2 units of E S E RESOURCE (476 NSF) and Removing Room 408 (952 NSF)	952	-22	\$108,528	\$114	\$0
Remodeling 2015	12	5	Removed NSF (5633), Added NSF (5547), Difference NSF (86), Percent (1.53%), Removed Stations (0), Added Stations (0) Remodeling: Adding 1 unit of TEACHER LOUNGE/DINING (299 NSF), 1 unit of CUSTODIAL RECEIVING (1121 NSF), 1 unit of KITCHEN & SERVING AREA (3287 NSF), 1 unit of INSIDE CIRCULATION (60 NSF), 1 unit of INSIDE CIRCULATION (100 NSF), 1 unit of MECHANICAL ROOM (500 NSF), 2 units of STAFF RESTROOM (MALE) (45 NSF), 2 units of STAFF RESTROOM (FEMALE) (45 NSF) and Removing Room 501 (3272 NSF), Room 501A (348 NSF), Room 501B (86 NSF), Room 501C (86 NSF), Room 502 (1173 NSF), Room 503 (50 NSF), Room 503A (24 NSF), Room 504 (60 NSF), Room 505 (288 NSF), Room 506 (80 NSF), Room 507 (60 NSF), Room 508 (106 NSF)	-5,633	0	\$642,162	\$114	\$0



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

CITRUS ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2015	12	14	Removed NSF (1880), Added NSF (1854), Difference NSF (26), Percent (1.38%), Removed Stations (0), Added Stations (0) Remodeling: Adding 2 units of E S E SUPPLEMENTARY INSTRUCTION (100 NSF), 1 unit of STUDENT ACTIVITIES (374 NSF), 1 unit of COMPUTER AREA (112 NSF), 1 unit of CAREERS ROOM (224 NSF), 2 units of ITINERANT OFFICE (125 NSF), 1 unit of TEXTBOOK STORAGE (294 NSF), 2 units of INSIDE CIRCULATION (100 NSF), 2 units of MATERIAL STORAGE (100 NSF) and Removing Room 1404 (1880 NSF)	-1,880	0	\$214,320	\$114	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** DODGERTOWN ELEMENTARY  
**Address:** 4350 43RD AVENUE, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	ELEMENTARY	ELEMENTARY
<b>Low Grade</b>	PRE-K E S E	PRE-K E S E
<b>High Grade</b>	GRADE 5	GRADE 5
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	560	-31	529
<b>Reloc. Stations</b>	202	-202	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	762	-233	529
<b>Utilization Factor</b>	100%		100%
<b>School Capacity</b>	762		529
<b>COFTE Student Membership</b>	431		507
<b>Survey Annotation</b>	Renovate all 1967 buildings. Future ADA restroom remodeling under districtwide recommendations. Return all leased relocatables. Add Covered Walkways including roof over ice storage. This site is a cluster for ESE PK. Remodeling of some spaces in building 7 to PK ESE.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$10,000	\$1,610,934	\$2,923,948	\$0
<b>Estimated Total Project Cost</b>					\$4,544,882	

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

DODGERTOWN ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2018	13	0	Removed NSF (9544), Added NSF (0), Difference NSF (9544), Percent (100%), Removed Stations (202), Added Stations (0) Remodeling: Removing Room 621 (824 NSF), Room 621A (40 NSF), Room 811 (824 NSF), Room 811A (40 NSF), Room 890 (824 NSF), Room 890A (40 NSF), Room 891 (824 NSF), Room 891A (40 NSF), Room 892 (864 NSF), Room 892A (40 NSF), Room 894 (824 NSF), Room 894A (40 NSF), Room 895 (824 NSF), Room 895A (40 NSF), Room 896 (824 NSF), Room 896A (40 NSF), Room 897 (824 NSF), Room 897A (40 NSF), Room 898 (824 NSF), Room 898A (40 NSF), Room 899 (824 NSF), Room 899A (40 NSF)	-9,544	-202	\$1,088,016	\$114	\$0
Remodeling 2014	13	7	Removed NSF (4587), Added NSF (4360), Difference NSF (227), Percent (4.95%), Removed Stations (51), Added Stations (20) Remodeling: Adding 4 units of E S E PRE-K (800 NSF), 4 units of INSIDE CIRCULATION (40 NSF), 4 units of MATERIAL STORAGE (100 NSF), 4 units of STUDENT STORAGE (40 NSF), 4 units of STUDENT RESTROOM & BATH (110 NSF) and Removing Room 702 (963 NSF), Room 702A (24 NSF), Room 703 (1080 NSF), Room 715 (1080 NSF), Room 715A (30 NSF), Room 718 (1410 NSF)	-4,587	-31	\$522,918	\$114	\$0
Renovation 2015	13	1	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 001 (533 NSF), Room 002 (400 NSF), Room 004 (273 NSF), Room 004A (24 NSF), Room 005 (240 NSF), Room 005A (54 NSF), Room 006 (36 NSF), Room 006A (36 NSF), Room 006B (36 NSF), Room 007 (396 NSF), Room 007A (30 NSF), Room 007B (48 NSF), Room 007C (256 NSF), Room 007D (56 NSF), Room 008A (90 NSF), Room 009 (504 NSF), Room 009A (24 NSF), Room 009C (315 NSF), Room 010 (140 NSF), Room 010A (8 NSF), Room 011 (224 NSF), Room 012 (126 NSF), Room 012A (24 NSF), Room 013 (224 NSF), Room 013A (22 NSF)	4,119	0	\$313,044	\$76	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

DODGERTOWN ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2015	13	2	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 201 (934 NSF), Room 202 (934 NSF), Room 204 (934 NSF), Room 205 (934 NSF), Room 206 (168 NSF), Room 209 (934 NSF), Room 210 (934 NSF), Room 212 (934 NSF), Room 213 (934 NSF), Room 214 (64 NSF), Room 216 (200 NSF), Room 217 (99 NSF), Room 219 (200 NSF), Room 220 (81 NSF)	8,284	0	\$629,584	\$76	\$0
Renovation 2015	13	3	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 300 (1120 NSF), Room 300A (1092 NSF), Room 301 (143 NSF), Room 301A (36 NSF), Room 302 (70 NSF), Room 303 (913 NSF), Room 303A (90 NSF), Room 303B (30 NSF), Room 303C (30 NSF), Room 304 (70 NSF), Room 305 (947 NSF), Room 305A (112 NSF), Room 305B (40 NSF), Room 306 (460 NSF), Room 306A (352 NSF), Room 307 (138 NSF), Room 307A (36 NSF), Room 307B (36 NSF), Room 308 (1080 NSF), Room 308A (30 NSF), Room 309 (1080 NSF), Room 309A (30 NSF), Room 310 (1080 NSF), Room 310A (30 NSF), Room 311 (1056 NSF), Room 311A (30 NSF), Room 312 (1088 NSF), Room 312A (30 NSF), Room 313 (42 NSF), Room 314 (270 NSF)	11,561	0	\$878,636	\$76	\$0
Renovation 2015	13	4	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 401 (1044 NSF), Room 401A (30 NSF), Room 402 (180 NSF), Room 403 (216 NSF), Room 404 (1044 NSF), Room 404A (30 NSF), Room 405 (1044 NSF), Room 405A (30 NSF)	3,618	0	\$274,968	\$76	\$0
Renovation 2015	13	5	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 501 (1200 NSF), Room 501A (180 NSF), Room 501B (12 NSF), Room 502 (60 NSF), Room 503 (96 NSF), Room 504 (120 NSF), Room 505 (60 NSF)	1,728	0	\$131,328	\$76	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

DODGERTOWN ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2015	13	6	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 601 (1088 NSF), Room 601A (149 NSF), Room 601B (18 NSF), Room 601C (120 NSF), Room 601D (192 NSF), Room 601E (70 NSF), Room 601F (140 NSF), Room 603 (1008 NSF), Room 603A (18 NSF), Room 605 (54 NSF)	2,857	0	\$217,132	\$76	\$0
Renovation 2015	13	7	Renovating: Apply Windows to Room 700 (80 NSF), Room 701 (1262 NSF), Room 701A (168 NSF), Room 701B (264 NSF), Room 702B (72 NSF), Room 704 (72 NSF), Room 705 (72 NSF), Room 705A (72 NSF), Room 705B (36 NSF), Room 706 (312 NSF), Room 707 (168 NSF), Room 708 (63 NSF), Room 709 (63 NSF), Room 710 (80 NSF), Room 711 (150 NSF), Room 712 (72 NSF), Room 713 (150 NSF), Room 714 (210 NSF), Room 716 (720 NSF), Room 716A (30 NSF), Room 717 (720 NSF), Room 717A (30 NSF), Room 718A (30 NSF), Room 718B (30 NSF), Room 719 (720 NSF), Room 719A (30 NSF), Room 720 (315 NSF), Room 721 (315 NSF)	6,306	0	\$479,256	\$76	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** FELLSMERE ELEMENTARY  
**Address:** 50 N CYPRESS STREET, FELLSMERE

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	ELEMENTARY	ELEMENTARY
<b>Low Grade</b>	PRE-K E S E	PRE-K E S E
<b>High Grade</b>	GRADE 5	GRADE 5
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	783	-49	734
<b>Reloc. Stations</b>	236	-236	0
<b>Mod. Stations</b>	18	0	18
<b>Total Stations</b>	1,037	-285	752
<b>Utilization Factor</b>	100%		100%
<b>School Capacity</b>	1,037		752
<b>COFTE Student Membership</b>	667		730
<b>Survey Annotation</b>	Target capacity of 752 includes 2 PK ESE to remain at this geographically remote location. Recommendations include remodeling of building 1 to expand administration and modernize instructional spaces. New construction includes new food service and remodeled and expanded media.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$3,267,508	\$0	\$3,021,684
			<b>Estimated Total Project Cost</b>		\$6,289,192	



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

FELLSMERE ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
New Construction 2014			New Construction: Adding 1 unit of TEACHER LOUNGE/DINING (301 NSF), 1 unit of DINING AREA (3008 NSF), 1 unit of KITCHEN & SERVING AREA (3309 NSF), 1 unit of KITCHEN CHAIR STORAGE (150 NSF), 1 unit of MULTIPURPOSE ROOM (DINING) (2331 NSF), 1 unit of MULTIPURPOSE ROOM CHAIR STORAGE (150 NSF), 1 unit of STAGE (990 NSF), 1 unit of STAGE STORAGE (376 NSF), 1 unit of STAGE DRESSING ROOM (MALE) (188 NSF), 1 unit of STAGE DRESSING ROOM (FEMALE) (188 NSF), 1 unit of CONTROL BOOTH/PROJECTION ROOM (100 NSF), 2 units of STUDENT RESTROOM (MALE) (45 NSF), 1 unit of STUDENT RESTROOM (MALE) (45 NSF), 1 unit of STUDENT RESTROOM (FEMALE) (45 NSF), 2 units of STUDENT RESTROOM (FEMALE) (45 NSF), 1 unit of STUDENT RESTROOM & BATH (110 NSF)	11,471	0	\$2,615,388	\$228	\$0
New Construction 2018			New Construction: Adding 1 unit of LIBRARY (READING ROOM/STACKS) (1782 NSF)	1,782	0	\$406,296	\$228	\$0
Remodeling 2014	9	0	Removed NSF (11232), Added NSF (0), Difference NSF (11232), Percent (100%), Removed Stations (236), Added Stations (0) Remodeling: Removing Room 508A (40 NSF), Room 541 (824 NSF), Room 541A (40 NSF), Room 542 (824 NSF), Room 542A (40 NSF), Room 562 (824 NSF), Room 562A (40 NSF), Room 612 (824 NSF), Room 612A (40 NSF), Room 613 (824 NSF), Room 613A (40 NSF), Room 614 (824 NSF), Room 614A (40 NSF), Room 615 (824 NSF), Room 615A (40 NSF), Room 616 (824 NSF), Room 616A (40 NSF), Room 617 (824 NSF), Room 617A (40 NSF), Room 618 (824 NSF), Room 618A (40 NSF), Room 621 (824 NSF), Room 622 (824 NSF), Room 622A (40 NSF), Room 623 (824 NSF), Room 823A (40 NSF)	-11,232	-236	\$130,000	\$12	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

Remodeling 2014	9	1	Removed NSF (22279), Added NSF (20548), Difference NSF (1731), Percent (7.77%), Removed Stations (252), Added Stations (203) Remodeling: Adding 11 units of PRIMARY CLASSROOM (K-3) (882 NSF), 2 units of RESOURCE ROOM (290 NSF), 1 unit of E S E PRE-K (646 NSF), 1 unit of PRINCIPAL/DIRECTOR OFFICE (250 NSF), 4 units of ASSISTANT PRINCIPAL/OTHER OFFICE (175 NSF), 1 unit of BOOKKEEPING OFFICE (125 NSF), 2 units of SECRETARIAL SPACE (158 NSF), 1 unit of RECEPTION AREA (639 NSF), 1 unit of PRODUCTION WORKROOM (301 NSF), 1 unit of CONFERENCE ROOM (526 NSF), 1 unit of CLINIC (226 NSF), 1 unit of GENERAL SCHOOL STORAGE (376 NSF), 1 unit of VAULT/STUDENT RECORDS (226 NSF), 1 unit of SCHOOL STORE (226 NSF), 1 unit of STUDENT ACTIVITIES (376 NSF), 1 unit of COMPUTER AREA (113 NSF), 1 unit of CAREERS ROOM (226 NSF), 2 units of ITINERANT OFFICE (125 NSF), 1 unit of CUSTODIAL SERVICE CLOSET (1000 NSF), 1 unit of TEXTBOOK STORAGE (294 NSF), 2 units of MATERIAL STORAGE (100 NSF), 11 units of MATERIAL STORAGE (100 NSF), 1 unit of MATERIAL STORAGE (100 NSF), 11 units of OUTSIDE STORAGE (50 NSF), 11 units of STUDENT STORAGE (40 NSF), 11 units of STUDENT RESTROOM (BOTH SEXES) (60 NSF), 1 unit of STUDENT RESTROOM (BOTH SEXES) (45 NSF), 1 unit of STUDENT RESTROOM (BOTH SEXES) (45 NSF), 1 unit of STUDENT RESTROOM (MALE) (45 NSF), 1 unit of STUDENT RESTROOM (FEMALE) (45 NSF), 1 unit of STUDENT RESTROOM & BATH (110 NSF), 1 unit of STUDENT RESTROOM & BATH (110 NSF) and Removing Room 201 (956 NSF), Room 202 (41 NSF), Room 203 (41 NSF), Room 208 (100 NSF), Room 208A (130 NSF), Room 209 (254 NSF), Room 210 (92 NSF), Room 212 (180 NSF), Room 213 (97 NSF), Room 214 (2221 NSF), Room 215 (800 NSF), Room 216 (25 NSF), Room 217 (120 NSF), Room 218 (6 NSF), Room 220 (86 NSF), Room 222 (96 NSF), Room 223 (560 NSF), Room 301 (362 NSF), Room 303 (80 NSF), Room 304 (160 NSF), Room 305 (21 NSF), Room 306 (136 NSF), Room 306A (12 NSF), Room 307 (254 NSF), Room 307A (12 NSF), Room 308	-22,279	-49	\$2,539,806	\$114	\$0
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# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

Remodeling 2014	9	1	(182 NSF), Room 309 (836 NSF), Room 310 (45 NSF), Room 311 (45 NSF), Room 313 (80 NSF), Room 314 (140 NSF), Room 314A (10 NSF), Room 315 (140 NSF), Room 316 (110 NSF), Room 317 (105 NSF), Room 318 (210 NSF), Room 402 (957 NSF), Room 402A (16 NSF), Room 403 (840 NSF), Room 403A (16 NSF), Room 404 (957 NSF), Room 404A (16 NSF), Room 410 (974 NSF), Room 410A (16 NSF), Room 411 (840 NSF), Room 411A (16 NSF), Room 412 (957 NSF), Room 412A (16 NSF), Room 413 (827 NSF), Room 502 (957 NSF), Room 502A (16 NSF), Room 503 (840 NSF), Room 503A (16 NSF), Room 504 (974 NSF), Room 504A (16 NSF), Room 505 (280 NSF), Room 507 (105 NSF), Room 510 (974 NSF), Room 510A (16 NSF), Room 511 (960 NSF), Room 511A (16 NSF), Room 512 (956 NSF), Room 512A (16 NSF), Room 513 (944 NSF)	-22,279	-49	\$2,539,806	\$114	\$0
Remodeling 2014	9	6	Removed NSF (1001), Added NSF (989), Difference NSF (12), Percent (1.20%), Removed Stations (22), Added Stations (22) Remodeling: Adding 1 unit of INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8) (814 NSF), 1 unit of MATERIAL STORAGE (100 NSF), 1 unit of PROJECT STORAGE (75 NSF) and Removing Room 612 (1001 NSF)	-1,001	0	\$114,114	\$114	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

FELLSMERE ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2018	9	12	Removed NSF (4242), Added NSF (4062), Difference NSF (180), Percent (4.24%), Removed Stations (0), Added Stations (0) Remodeling: Adding 1 unit of LIBRARY (READING ROOM/STACKS) (1000 NSF), 1 unit of MEDIA TECHNICAL PROCESSING (301 NSF), 1 unit of PROFESSIONAL LIBRARY (301 NSF), 1 unit of AUDIO VISUAL STORAGE (351 NSF), 1 unit of PERIODICAL STORAGE (150 NSF), 1 unit of CLOSED CIRCUIT TV LAB (526 NSF), 1 unit of CLOSED CIRCUIT STORAGE (376 NSF), 1 unit of MEDIA PRODUCTION LAB (376 NSF), 1 unit of MEDIA COPYING ROOM (150 NSF), 1 unit of MEDIA SMALL GROUP ROOM (80 NSF), 1 unit of MEDIA GROUP PROJECTS/INSTRUCTION (376 NSF), 1 unit of MEDIA MAINTENANCE/REPAIR (75 NSF) and Removing Room 801 (1500 NSF), Room 802 (120 NSF), Room 803 (161 NSF), Room 804 (182 NSF), Room 805 (80 NSF), Room 806 (42 NSF), Room 807 (42 NSF), Room 808 (32 NSF), Room 809 (216 NSF), Room 809B (63 NSF), Room 810 (168 NSF), Room 811 (126 NSF), Room 812 (96 NSF), Room 813 (360 NSF), Room 814 (560 NSF), Room 814B (60 NSF), Room 815 (434 NSF)	-4,242	0	\$483,588	\$114	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** GIFFORD MIDDLE  
**Address:** 2726 45TH STREET, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	MIDDLE	MIDDLE
<b>Low Grade</b>	GRADE 6	GRADE 6
<b>High Grade</b>	GRADE 8	GRADE 8
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	1,136	-162	974
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	1,136	-162	974
<b>Utilization Factor</b>	90%		90%
<b>School Capacity</b>	1,022		876
<b>COFTE Student Membership</b>	950		820
<b>Survey Annotation</b>	Modernization of buildings built 1964 and earlier. HVAC upgrade for newer buildings.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$4,572,756	\$3,946,050	\$0
<b>Estimated Total Project Cost</b>					\$8,518,806	

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

GIFFORD MIDDLE	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2018	7	1	Removed NSF (10706), Added NSF (10229), Difference NSF (477), Percent (4.46%), Removed Stations (198), Added Stations (176) Remodeling: Adding 8 units of INTERMEDIATE/MIDDLE CLASSROOM (4-8) (858 NSF), 1 unit of RESOURCE ROOM (400 NSF), 1 unit of TEACHER PLANNING OFFICE (400 NSF), 4 units of INSIDE CIRCULATION (90 NSF), 1 unit of MECHANICAL ROOM (500 NSF), 1 unit of MATERIAL STORAGE (100 NSF), 8 units of MATERIAL STORAGE (100 NSF), 8 units of OUTSIDE STORAGE (50 NSF), 4 units of STUDENT RESTROOM (MALE) (45 NSF), 4 units of STUDENT RESTROOM (FEMALE) (45 NSF), 1 unit of STAFF RESTROOM (BOTH SEXES) (45 NSF) and Removing Room 101 (773 NSF), Room 101A (16 NSF), Room 102 (720 NSF), Room 102A (16 NSF), Room 103 (896 NSF), Room 104 (747 NSF), Room 105 (896 NSF), Room 106 (750 NSF), Room 107 (284 NSF), Room 108 (36 NSF), Room 109 (1213 NSF), Room 110 (774 NSF), Room 111 (776 NSF), Room 112 (1956 NSF), Room 113 (215 NSF), Room 114 (215 NSF), Room 115 (423 NSF)	-10,706	-22	\$1,188,366	\$111	\$0



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

GIFFORD MIDDLE	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2018	7	2	Removed NSF (7266), Added NSF (6690), Difference NSF (576), Percent (7.93%), Removed Stations (154), Added Stations (50) Remodeling: Adding 2 units of E S E PART-TIME (975 NSF), 2 units of E S E FULL-TIME (950 NSF), 2 units of E S E RESOURCE (500 NSF), 2 units of E S E SUPPLEMENTARY INSTRUCTION (100 NSF), 2 units of INSIDE CIRCULATION (45 NSF), 1 unit of INSIDE CIRCULATION (100 NSF), 2 units of MATERIAL STORAGE (100 NSF), 2 units of MATERIAL STORAGE (100 NSF), 2 units of MATERIAL STORAGE (100 NSF), 2 units of MATERIAL STORAGE (100 NSF), 2 units of STUDENT STORAGE (40 NSF), 2 units of STUDENT STORAGE (40 NSF), 2 units of STUDENT RESTROOM (MALE) (45 NSF), 1 unit of STUDENT RESTROOM (MALE) (45 NSF), 2 units of STUDENT RESTROOM (FEMALE) (45 NSF), 1 unit of STUDENT RESTROOM (FEMALE) (45 NSF), 2 units of STUDENT RESTROOM & BATH (110 NSF) and Removing Room 200A (153 NSF), Room 200B (153 NSF), Room 201 (627 NSF), Room 201A (18 NSF), Room 201B (20 NSF), Room 202 (627 NSF), Room 202A (18 NSF), Room 202B (20 NSF), Room 203 (639 NSF), Room 204 (646 NSF), Room 205 (684 NSF), Room 206 (1050 NSF), Room 207 (696 NSF), Room 208 (274 NSF), Room 209 (36 NSF), Room 210 (1387 NSF), Room 211 (218 NSF)	-7,266	-104	\$806,526	\$111	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

GIFFORD MIDDLE	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2013	7	3	Removed NSF (9474), Added NSF (9194), Difference NSF (280), Percent (2.96%), Removed Stations (198), Added Stations (176) Remodeling: Adding 8 units of INTERMEDIATE/MIDDLE CLASSROOM (4-8) (858 NSF), 1 unit of RESOURCE ROOM (400 NSF), 1 unit of CUSTODIAL SERVICE CLOSET (90 NSF), 2 units of INSIDE CIRCULATION (90 NSF), 8 units of MATERIAL STORAGE (100 NSF), 1 unit of MATERIAL STORAGE (100 NSF), 8 units of OUTSIDE STORAGE (50 NSF), 4 units of STUDENT RESTROOM (MALE) (45 NSF), 4 units of STUDENT RESTROOM (FEMALE) (45 NSF) and Removing Room 300A (130 NSF), Room 300B (130 NSF), Room 300C (113 NSF), Room 300D (113 NSF), Room 301 (684 NSF), Room 302 (684 NSF), Room 303 (684 NSF), Room 304 (684 NSF), Room 305 (1050 NSF), Room 306 (684 NSF), Room 307 (684 NSF), Room 308 (36 NSF), Room 309 (274 NSF), Room 310 (684 NSF), Room 311 (684 NSF), Room 312 (1696 NSF), Room 313 (235 NSF), Room 314 (225 NSF)	-9,474	-22	\$1,051,614	\$111	\$0
Remodeling 2018	7	4	Removed NSF (8946), Added NSF (8722), Difference NSF (224), Percent (2.50%), Removed Stations (162), Added Stations (148) Remodeling: Adding 3 units of INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8) (814 NSF), 2 units of ART - MIDDLE (1260 NSF), 1 unit of HEALTH EXPLORATION LAB (2090 NSF), 2 units of INSTRUCTIONAL DARKROOM (100 NSF), 2 units of KILN (60 NSF), 1 unit of MATERIAL STORAGE (100 NSF), 5 units of MATERIAL STORAGE (100 NSF), 5 units of PROJECT STORAGE (150 NSF) and Removing Room 401 (941 NSF), Room 401A (150 NSF), Room 402 (941 NSF), Room 402A (150 NSF), Room 403 (1063 NSF), Room 403A (150 NSF), Room 404 (1063 NSF), Room 404A (150 NSF), Room 405 (990 NSF), Room 405A (150 NSF), Room 406 (990 NSF), Room 406A (150 NSF), Room 408 (1250 NSF), Room 408A (100 NSF), Room 408B (150 NSF), Room 408C (150 NSF), Room 408D (60 NSF), Room 409 (174 NSF), Room 410 (174 NSF)	-8,946	-14	\$993,006	\$111	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

GIFFORD MIDDLE	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2018	7	5	Removed NSF (4804), Added NSF (4764), Difference NSF (40), Percent (0.83%), Removed Stations (0), Added Stations (0) Remodeling: Adding 3 units of E S E ITINERANT (289 NSF), 1 unit of ASSISTANT PRINCIPAL/OTHER OFFICE (175 NSF), 1 unit of BOOKKEEPING OFFICE (125 NSF), 1 unit of PRODUCTION WORKROOM (409 NSF), 1 unit of CLINIC (307 NSF), 1 unit of GENERAL SCHOOL STORAGE (511 NSF), 1 unit of SCHOOL STORE (102 NSF), 1 unit of STUDENT ACTIVITIES (511 NSF), 1 unit of COMPUTER AREA (153 NSF), 2 units of ITINERANT OFFICE (125 NSF), 1 unit of TEACHER LOUNGE/DINING (409 NSF), 1 unit of CUSTODIAL SERVICE CLOSET (90 NSF), 1 unit of CUSTODIAL EQUIPMENT STORAGE (420 NSF), 1 unit of INSIDE CIRCULATION (100 NSF), 1 unit of INSIDE CIRCULATION (45 NSF), 1 unit of STUDENT RESTROOM (MALE) (45 NSF), 1 unit of STUDENT RESTROOM (FEMALE) (45 NSF), 1 unit of STUDENT RESTROOM & BATH (110 NSF), 1 unit of STAFF RESTROOM (MALE) (45 NSF), 1 unit of STAFF RESTROOM (FEMALE) (45 NSF) and Removing Room 501 (391 NSF), Room 501A (120 NSF), Room 501C (474 NSF), Room 501D (391 NSF), Room 501E (146 NSF), Room 502 (125 NSF), Room 502A (123 NSF), Room 503 (220 NSF), Room 503A (34 NSF), Room 503B (34 NSF), Room 504 (98 NSF), Room 505 (175 NSF), Room 506 (175 NSF), Room 507 (252 NSF), Room 508 (254 NSF), Room 509 (175 NSF), Room 510 (124 NSF), Room 511 (26 NSF), Room 512 (120 NSF), Room 513 (588 NSF), Room 514 (165 NSF), Room 516 (258 NSF), Room 516A (96 NSF), Room 517 (120 NSF), Room 518 (120 NSF)	-4,804	0	\$533,244	\$111	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

GIFFORD MIDDLE	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2018	7	6	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 601 (1040 NSF), Room 601A (128 NSF), Room 602 (54 NSF), Room 603 (108 NSF), Room 604 (110 NSF), Room 604A (40 NSF), Room 605 (121 NSF), Room 606 (45 NSF), Room 607 (45 NSF), Room 608 (1479 NSF), Room 608A (41 NSF), Room 608B (195 NSF), Room 609 (189 NSF), Room 609A (147 NSF), Room 610 (95 NSF), Room 611 (140 NSF), Room 613 (472 NSF), Room 614 (257 NSF), Room 615 (48 NSF), Room 616 (48 NSF), Room 617 (48 NSF), Room 618 (48 NSF), Room 619 (48 NSF)	4,946	0	\$366,004	\$74	\$0
Renovation 2018	7	8	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 801 (2400 NSF), Room 802 (775 NSF), Room 803 (753 NSF), Room 804 (775 NSF), Room 807 (350 NSF), Room 807A (42 NSF)	5,095	0	\$377,030	\$74	\$0
Renovation 2018	7	9	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 901 (265 NSF), Room 902 (500 NSF), Room 902A (105 NSF), Room 903 (510 NSF), Room 903A (105 NSF), Room 904 (568 NSF), Room 904A (109 NSF), Room 905 (220 NSF), Room 905A (36 NSF), Room 906 (40 NSF)	2,458	0	\$181,892	\$74	\$0
Renovation 2018	7	10	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 1001 (215 NSF), Room 1003 (400 NSF), Room 1004 (1035 NSF), Room 1004A (150 NSF), Room 1005 (2318 NSF), Room 1005A (800 NSF), Room 1005B (310 NSF), Room 1005C (215 NSF), Room 1005D (80 NSF), Room 1005E (155 NSF), Room 1005F (100 NSF)	5,778	0	\$427,572	\$74	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

GIFFORD MIDDLE	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2018	7	11	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 1102 (607 NSF), Room 1102A (100 NSF), Room 1103 (485 NSF), Room 1104 (618 NSF), Room 1106 (252 NSF), Room 1107 (745 NSF), Room 1108 (175 NSF), Room 1109 (344 NSF), Room 1110 (180 NSF), Room 1111 (180 NSF), Room 1112 (180 NSF), Room 1113 (130 NSF), Room 1114 (36 NSF), Room 1115 (36 NSF), Room 1116 (3237 NSF), Room 1117 (180 NSF), Room 1118 (1250 NSF), Room 1119 (645 NSF), Room 1120 (644 NSF), Room 1121 (635 NSF), Room 1122 (675 NSF), Room 1123 (50 NSF), Room 1124 (281 NSF), Room 1125 (281 NSF), Room 1126 (605 NSF)	12,551	0	\$928,774	\$74	\$0
Renovation 2018	7	12	Renovating: Apply HVAC Systems to Room 1201 (5175 NSF), Room 1201A (819 NSF), Room 1202 (150 NSF), Room 1203 (805 NSF), Room 1204 (805 NSF), Room 1205 (110 NSF), Room 1206 (650 NSF), Room 1207 (864 NSF), Room 1208 (1211 NSF), Room 1209 (104 NSF), Room 1210 (104 NSF), Room 1211 (161 NSF), Room 1212 (33 NSF), Room 1213 (33 NSF), Room 1214 (110 NSF), Room 1215 (110 NSF), Room 1216 (360 NSF)	11,604	0	\$858,696	\$74	\$0
Renovation 2018	7	13	Renovating: Apply HVAC Systems to Room 1301 (768 NSF), Room 1302 (768 NSF), Room 1303 (768 NSF), Room 1304 (768 NSF), Room 1305 (768 NSF), Room 1306 (768 NSF), Room 1307 (464 NSF), Room 1307A (42 NSF), Room 1308 (95 NSF), Room 1309 (1024 NSF), Room 1309A (118 NSF), Room 1310 (1024 NSF), Room 1310A (118 NSF), Room 1311 (195 NSF), Room 1312 (195 NSF), Room 1313 (400 NSF), Room 1314 (2482 NSF), Room 1315 (128 NSF)	10,893	0	\$806,082	\$74	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** GLENDALE ELEMENTARY  
**Address:** 4940 8TH STREET, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	ELEMENTARY	ELEMENTARY
<b>Low Grade</b>	PRE-K E S E	PRE-K E S E
<b>High Grade</b>	GRADE 5	GRADE 5
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	612	-69	543
<b>Reloc. Stations</b>	79	-79	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	691	-148	543
<b>Utilization Factor</b>	100%		100%
<b>School Capacity</b>	691		543
<b>COFTE Student Membership</b>	502		521
<b>Survey Annotation</b>	Recommendations to bring ESE into the permanent buildings, provide resource rooms, provide science demo lab. Renovate small area of administration. Future ADA toilets to be considered under districtwide recommendations. Return leased relocatables.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$674,948	\$66,044	\$0
			<b>Estimated Total Project Cost</b>		\$740,992	



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

GLENDALE ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2018	18	0	Removed NSF (4320), Added NSF (0), Difference NSF (4320), Percent (100%), Removed Stations (79), Added Stations (0) Remodeling: Removing Room 876 (824 NSF), Room 876A (40 NSF), Room 878 (824 NSF), Room 878A (40 NSF), Room 885 (824 NSF), Room 885A (40 NSF), Room 886 (824 NSF), Room 886A (40 NSF), Room 887 (824 NSF), Room 887A (40 NSF)	-4,320	-79	\$50,000	\$12	\$0
Remodeling 2014	18	1	Removed NSF (625), Added NSF (625), Difference NSF (0), Percent (0%), Removed Stations (18), Added Stations (0) Remodeling: Adding 1 unit of E S E RESOURCE (525 NSF), 1 unit of MATERIAL STORAGE (100 NSF) and Removing Room 504 (610 NSF), Room 505 (15 NSF)	625	-18	\$71,250	\$114	\$0
Remodeling 2018	18	2	Removed NSF (644), Added NSF (644), Difference NSF (0), Percent (0%), Removed Stations (18), Added Stations (0) Remodeling: Adding 1 unit of RESOURCE ROOM (544 NSF), 1 unit of MATERIAL STORAGE (100 NSF) and Removing Room 609 (644 NSF)	644	-18	\$73,416	\$114	\$0
Remodeling 2018	18	3	Removed NSF (3164), Added NSF (3164), Difference NSF (0), Percent (0%), Removed Stations (62), Added Stations (32) Remodeling: Adding 1 unit of INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8) (814 NSF), 1 unit of RESOURCE ROOM (544 NSF), 1 unit of E S E FULL-TIME (950 NSF), 1 unit of E S E SUPPLEMENTARY INSTRUCTION (100 NSF), 1 unit of INSIDE CIRCULATION (90 NSF), 1 unit of MATERIAL STORAGE (100 NSF), 1 unit of MATERIAL STORAGE (89 NSF), 1 unit of MATERIAL STORAGE (47 NSF), 1 unit of MATERIAL STORAGE (100 NSF), 1 unit of STUDENT STORAGE (40 NSF), 1 unit of STUDENT RESTROOM (MALE) (45 NSF), 1 unit of STUDENT RESTROOM (MALE) (45 NSF), 1 unit of STUDENT RESTROOM (FEMALE) (45 NSF), 1 unit of STUDENT RESTROOM (FEMALE) (45 NSF), 1 unit of STUDENT RESTROOM & BATH (110 NSF) and Removing Room 709 (644 NSF), Room 711 (936 NSF), Room 711A (15 NSF), Room 714 (914 NSF), Room 714A (15 NSF), Room 715 (305 NSF), Room 716 (30 NSF), Room 717 (305 NSF)	3,164	-30	\$360,696	\$114	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

GLENDALE ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2017	18	4	Removed NSF (1049), Added NSF (1049), Difference NSF (0), Percent (0%), Removed Stations (18), Added Stations (15) Remodeling: Adding 1 unit of E S E PART-TIME (959 NSF), 1 unit of STUDENT RESTROOM (MALE) (45 NSF), 1 unit of STUDENT RESTROOM (FEMALE) (45 NSF) and Removing Room 810 (1032 NSF), Room 810A (17 NSF)	1,049	-3	\$119,586	\$114	\$0
Renovation 2014	18	1	Renovating: Apply Painting, Floor Cover, Electrical, Lighting, Retrofit for Technology to Room 212 (477 NSF), Room 213 (238 NSF), Room 214 (154 NSF)	869	0	\$66,044	\$76	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** HIGHLANDS ELEMENTARY  
**Address:** 500 20TH STREET SW, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	ELEMENTARY	ELEMENTARY
<b>Low Grade</b>	PRE-K E S E	PRE-K E S E
<b>High Grade</b>	GRADE 5	GRADE 5
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	457	-18	439
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	162	0	162
<b>Total Stations</b>	619	-18	601
<b>Utilization Factor</b>	100%		100%
<b>School Capacity</b>	619		601
<b>COFTE Student Membership</b>	467		580
<b>Survey Annotation</b>	Remodeling to provide Science Demo and 1 resource room. Remodeling of Music/stage and food service and expansion of dining/multipurpose. Floor replacements throughout. "Other" site improvements include providing fencing. Core capacity calculated at 601 student stations.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$35,000	\$1,113,438	\$986,008	\$549,480
<b>Estimated Total Project Cost</b>					\$2,683,926	

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

HIGHLANDS ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
New Construction 2016			New Construction: Adding 1 unit of KITCHEN CHAIR STORAGE (120 NSF), 1 unit of MULTIPURPOSE ROOM (DINING) (1863 NSF), 1 unit of MULTIPURPOSE ROOM CHAIR STORAGE (120 NSF), 1 unit of TEXTBOOK STORAGE (217 NSF), 1 unit of STAFF RESTROOM (MALE) (45 NSF), 1 unit of STAFF RESTROOM (FEMALE) (45 NSF)	2,410	0	\$549,480	\$228	\$0
Remodeling 2016	19	1	Removed NSF (8187), Added NSF (8184), Difference NSF (3), Percent (0.04%), Removed Stations (0), Added Stations (0) Remodeling: Adding 1 unit of MUSIC - ELEMENTARY (1000 NSF), 1 unit of DINING AREA (2400 NSF), 1 unit of KITCHEN & SERVING AREA (2644 NSF), 1 unit of STAGE (990 NSF), 1 unit of STAGE STORAGE (300 NSF), 1 unit of STAGE DRESSING ROOM (MALE) (150 NSF), 1 unit of STAGE DRESSING ROOM (FEMALE) (150 NSF), 1 unit of CONTROL BOOTH/PROJECTION ROOM (100 NSF), 1 unit of REFERENCE (100 NSF), 1 unit of MATERIAL STORAGE (100 NSF), 2 units of STUDENT RESTROOM (MALE) (45 NSF), 2 units of STUDENT RESTROOM (FEMALE) (45 NSF), 1 unit of MUSIC PRACTICE ROOM (70 NSF) and Removing Room 301 (1004 NSF), Room 303 (227 NSF), Room 304 (91 NSF), Room 305 (782 NSF), Room 306 (78 NSF), Room 307 (78 NSF), Room 308 (2490 NSF), Room 309 (273 NSF), Room 310 (240 NSF), Room 311 (97 NSF), Room 312 (25 NSF), Room 313 (57 NSF), Room 314 (95 NSF), Room 315 (672 NSF), Room 316 (152 NSF), Room 317 (238 NSF), Room 318 (64 NSF), Room 319 (96 NSF), Room 320 (83 NSF), Room 401 (1345 NSF)	-8,187	0	\$933,318	\$114	\$0
Remodeling 2015	19	3	Removed NSF (1580), Added NSF (1580), Difference NSF (0), Percent (0%), Removed Stations (40), Added Stations (22) Remodeling: Adding 1 unit of INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8) (914 NSF), 1 unit of RESOURCE ROOM (566 NSF), 1 unit of MATERIAL STORAGE (100 NSF) and Removing Room 703 (914 NSF), Room 709 (666 NSF)	1,580	-18	\$180,120	\$114	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

HIGHLANDS ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2015	19	1	Renovating: Apply Floor Cover to Room 101 (587 NSF), Room 103 (120 NSF), Room 104 (652 NSF), Room 105 (105 NSF), Room 107 (492 NSF), Room 201 (1073 NSF), Room 204 (129 NSF), Room 205 (370 NSF), Room 206 (386 NSF), Room 208 (165 NSF), Room 209 (36 NSF), Room 210 (302 NSF), Room 211 (156 NSF), Room 212 (477 NSF), Room 213 (236 NSF), Room 214 (168 NSF), Room 215 (189 NSF), Room 216 (175 NSF), Room 217 (32 NSF), Room 218 (32 NSF), Room 219 (512 NSF), Room 222 (72 NSF), Room 320A (48 NSF), Room 403 (110 NSF), Room 407 (474 NSF), Room 407A (60 NSF), Room 408 (18 NSF), Room 501 (1260 NSF), Room 502 (60 NSF), Room 503 (150 NSF), Room 504 (610 NSF), Room 504A (32 NSF), Room 505 (15 NSF), Room 506 (166 NSF), Room 507 (217 NSF), Room 507A (49 NSF), Room 508 (156 NSF), Room 509 (388 NSF), Room 510 (492 NSF), Room 512 (2570 NSF), Room 513 (312 NSF), Room 513A (44 NSF), Room 514 (720 NSF), Room 515 (976 NSF), Room 515A (26 NSF), Room 516 (15 NSF)	15,434	0	\$75,000	\$5	\$0
Renovation 2014	19	2	Renovating: Apply Floor Cover to Room 601 (1408 NSF), Room 602 (920 NSF), Room 602A (30 NSF), Room 603 (914 NSF), Room 603A (30 NSF), Room 604 (920 NSF), Room 604A (30 NSF), Room 605 (936 NSF), Room 605A (30 NSF), Room 606 (914 NSF), Room 606A (30 NSF), Room 609 (666 NSF), Room 610 (945 NSF), Room 610A (30 NSF), Room 611 (947 NSF), Room 611A (30 NSF), Room 612 (949 NSF), Room 612A (30 NSF), Room 613 (947 NSF), Room 613A (30 NSF), Room 614 (945 NSF), Room 614A (30 NSF), Room 615 (610 NSF), Room 616 (30 NSF), Room 618 (257 NSF)	12,608	0	\$61,000	\$5	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

HIGHLANDS ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2014	19	3	Renovating: Apply Floor Cover to Room 701 (1408 NSF), Room 702 (920 NSF), Room 702A (30 NSF), Room 703A (30 NSF), Room 704 (920 NSF), Room 704A (30 NSF), Room 705 (936 NSF), Room 705A (30 NSF), Room 706 (914 NSF), Room 706A (30 NSF), Room 710 (914 NSF), Room 710A (30 NSF), Room 711 (936 NSF), Room 711A (30 NSF), Room 712 (920 NSF), Room 712A (30 NSF), Room 713 (936 NSF), Room 713A (30 NSF), Room 714 (914 NSF), Room 714A (30 NSF), Room 715 (305 NSF), Room 716 (30 NSF), Room 717 (305 NSF)	10,658	0	\$810,008	\$76	\$0
Renovation 2014	19	11	Renovating: Apply Painting to Room 1101 (824 NSF), Room 1101A (40 NSF), Room 1102 (824 NSF), Room 1102A (40 NSF), Room 1103 (824 NSF), Room 1103A (40 NSF), Room 1104 (824 NSF), Room 1104A (40 NSF), Room 1105 (824 NSF), Room 1105A (40 NSF), Room 1106 (824 NSF), Room 1106A (40 NSF), Room 1107 (824 NSF), Room 1107A (40 NSF), Room 1108 (864 NSF), Room 1108A (40 NSF), Room 1109 (824 NSF), Room 1109A (40 NSF)	7,816	0	\$36,000	\$5	\$0
Renovation 2014	19	12	Renovating: Apply Painting to Room 1201 (824 NSF), Room 1201A (40 NSF)	864	0	\$4,000	\$5	\$0



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** LIBERTY MAGNET  
**Address:** 6850 81ST STREET, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	ELEMENTARY	ELEMENTARY
<b>Low Grade</b>	PRE-K E S E	PRE-K E S E
<b>High Grade</b>	GRADE 5	GRADE 5
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	666	0	666
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	666	0	666
<b>Utilization Factor</b>	100%		100%
<b>School Capacity</b>	666		666
<b>COFTE Student Membership</b>	550		644
<b>Survey Annotation</b>	Add covered walkways		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$15,000	\$0	\$0	\$0
<b>Estimated Total Project Cost</b>					\$15,000	

LIBERTY MAGNET	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** MAINTENANCE SHOPS  
**Address:** 1427 19TH STREET, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	6 - ANCILLARY RECOMMENDED FOR CONTINUED USE	7 - ANCILLARY NOT RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	VACANT	WAREHOUSE
<b>Low Grade</b>	DISTRICT SERVICES	DISTRICT SERVICES
<b>High Grade</b>	DISTRICT SERVICES	DISTRICT SERVICES
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	0	0	0
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	0	0	0
<b>Utilization Factor</b>	0%		0%
<b>School Capacity</b>	0		0
<b>COFTE Student Membership</b>	0		0
<b>Survey Annotation</b>			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Estimated Total Project Cost</b>					\$0	

MAINTENANCE SHOPS	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** OSCEOLA MAGNET SCHOOL (NEW)  
**Address:** 1110 18TH AVENUE SW, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	PRE-K E S E	ELEMENTARY
<b>Low Grade</b>	PRE-K E S E	PRE-K E S E
<b>High Grade</b>	PRE-K E S E	GRADE 5
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	517	0	517
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	40	0	40
<b>Total Stations</b>	557	0	557
<b>Utilization Factor</b>	100%		100%
<b>School Capacity</b>	557		557
<b>COFTE Student Membership</b>	37		535
<b>Survey Annotation</b>	Covered walkways for student pick-up. Renovations for entire facility. This was formerly Thompson Elementary and was used for district offices and PK. Osceola Magnet moved into this space in lieu of new construction at former location.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$20,000	\$0	\$5,766,804	\$0
<b>Estimated Total Project Cost</b>					\$5,786,804	

OSCEOLA MAGNET SCHOOL (NEW)	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2014			Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to the entire facility OSCEOLA MAGNET SCHOOL (NEW).	75,879	0	\$5,766,804	\$76	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

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# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** OSCEOLA MAGNET SCHOOL (OLD)  
**Address:** 665 20TH STREET, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	3 - SCHOOL NOT RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	ELEMENTARY	ELEMENTARY
<b>Low Grade</b>	KINDERGARTEN	KINDERGARTEN
<b>High Grade</b>	GRADE 5	GRADE 5
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	0	0	0
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	0	0	0
<b>Utilization Factor</b>	100%		100%
<b>School Capacity</b>	0		0
<b>COFTE Student Membership</b>	563		0
<b>Survey Annotation</b>	The magnet school previously at this site now occupies the old Thompson Elementary School. This site is no longer needed for educational purposes and declared as surplus. Resolution approved along with this Survey June 25, 2013.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Estimated Total Project Cost</b>					\$0	

OSCEOLA MAGNET SCHOOL (OLD)	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** OSLO MIDDLE  
**Address:** 20TH AVENUE & OSLO ROAD, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	MIDDLE	MIDDLE
<b>Low Grade</b>	GRADE 6	GRADE 6
<b>High Grade</b>	GRADE 8	GRADE 8
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	1,140	-44	1096
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	1,140	-44	1096
<b>Utilization Factor</b>	90%		90%
<b>School Capacity</b>	1,026		986
<b>COFTE Student Membership</b>	899		749
<b>Survey Annotation</b>	Convert 1 skills lab to distributive (computer skills lab).		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$378,621	\$0	\$0
<b>Estimated Total Project Cost</b>					\$378,621	



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

OSLO MIDDLE	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2018	20	2	Removed NSF (2330), Added NSF (2220), Difference NSF (110), Percent (4.72%), Removed Stations (54), Added Stations (10) Remodeling: Adding 1 unit of E S E FULL-TIME (950 NSF), 2 units of E S E RESOURCE (575 NSF), 2 units of MATERIAL STORAGE (60 NSF) and Removing Room 205 (1024 NSF), Room 207 (623 NSF), Room 209 (683 NSF)	-2,330	-44	\$258,630	\$111	\$0
Remodeling 2014	20	7	Removed NSF (1081), Added NSF (1081), Difference NSF (0), Percent (0%), Removed Stations (22), Added Stations (22) Remodeling: Adding 1 unit of DISTRIBUTIVE EXPLORATION LAB (1081 NSF) and Removing Room 708 (1081 NSF)	1,081	0	\$119,991	\$111	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** PELICAN ISLAND ELEMENTARY  
**Address:** 1355 SCHUMANN DRIVE, SEBASTIAN

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	ELEMENTARY	ELEMENTARY
<b>Low Grade</b>	KINDERGARTEN	PRE-K E S E
<b>High Grade</b>	GRADE 5	GRADE 5
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	573	2	575
<b>Reloc. Stations</b>	98	-44	54
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	671	-42	629
<b>Utilization Factor</b>	100%		100%
<b>School Capacity</b>	671		629
<b>COFTE Student Membership</b>	514		608
<b>Survey Annotation</b>	Flooring renovations Building 1. Room 4-401 to Science Demo. Room 1-607 to PK ESE. Student loading area includes increasing car stacking area. This school is a cluster for ESE PK. Return 1 leased relocatable and utilize remaining 3 for ESE PK.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$150,000	\$214,858	\$4,292,100	\$0
			<b>Estimated Total Project Cost</b>		\$4,656,958	

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

PELICAN ISLAND ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2018	10	0	Removed NSF (1772), Added NSF (2472), Difference NSF (700), Percent (28.32%), Removed Stations (44), Added Stations (15) Remodeling: Adding 3 units of E S E PRE-K (824 NSF) and Removing Room 889 (824 NSF), Room 890A (42 NSF), Room 891A (42 NSF), Room 892 (864 NSF)	2,472	-29	\$10,000	\$4	\$0
Remodeling 2014	10	1	Removed NSF (973), Added NSF (960), Difference NSF (13), Percent (1.34%), Removed Stations (18), Added Stations (5) Remodeling: Adding 1 unit of E S E PRE-K (710 NSF), 1 unit of MATERIAL STORAGE (100 NSF), 1 unit of STUDENT STORAGE (40 NSF), 1 unit of STUDENT RESTROOM & BATH (110 NSF) and Removing Room 607 (956 NSF), Room 607A (17 NSF)	-973	-13	\$110,922	\$114	\$0
Remodeling 2014	10	4	Removed NSF (824), Added NSF (824), Difference NSF (0), Percent (0%), Removed Stations (22), Added Stations (22) Remodeling: Adding 1 unit of INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8) (824 NSF) and Removing Room 401 (824 NSF)	824	0	\$93,936	\$114	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

Renovation 2015	10	1	Renovating: Apply Floor Cover to Room 101 (462 NSF), Room 103 (120 NSF), Room 104 (506 NSF), Room 105 (108 NSF), Room 107 (462 NSF), Room 201 (192 NSF), Room 201A (72 NSF), Room 202 (838 NSF), Room 205 (245 NSF), Room 206 (177 NSF), Room 206A (60 NSF), Room 206B (8 NSF), Room 208 (224 NSF), Room 209 (187 NSF), Room 210 (159 NSF), Room 211 (132 NSF), Room 212 (132 NSF), Room 213 (590 NSF), Room 217 (41 NSF), Room 218 (41 NSF), Room 219 (270 NSF), Room 220 (108 NSF), Room 301 (969 NSF), Room 301A (120 NSF), Room 302 (110 NSF), Room 303 (150 NSF), Room 304 (150 NSF), Room 305 (804 NSF), Room 306 (2320 NSF), Room 307 (183 NSF), Room 308 (217 NSF), Room 309 (64 NSF), Room 310 (120 NSF), Room 311 (18 NSF), Room 312 (18 NSF), Room 313 (246 NSF), Room 314 (78 NSF), Room 315 (483 NSF), Room 315A (120 NSF), Room 315B (120 NSF), Room 401 (105 NSF), Room 402 (279 NSF), Room 402A (30 NSF), Room 403 (1440 NSF), Room 404 (216 NSF), Room 406 (538 NSF), Room 408 (134 NSF), Room 410 (15 NSF), Room 411 (15 NSF), Room 501 (200 NSF), Room 502 (218 NSF), Room 503 (156 NSF), Room 505 (420 NSF), Room 506 (15 NSF), Room 507 (253 NSF), Room 508 (2478 NSF), Room 509 (566 NSF), Room 510 (1082 NSF), Room 510A (50 NSF), Room 511 (566 NSF), Room 513 (886 NSF), Room 513A (17 NSF), Room 514 (886 NSF), Room 514A (17 NSF), Room 601 (1905 NSF), Room 602 (928 NSF), Room 602A (17 NSF), Room 603 (944 NSF), Room 603A (17 NSF), Room 604 (944 NSF), Room 604A (17 NSF), Room 605 (957 NSF), Room 605A (17 NSF), Room 606 (858 NSF), Room 606A (17 NSF), Room 608 (925 NSF), Room 608A (17 NSF), Room 609 (925 NSF), Room 609A (17 NSF), Room 610 (956 NSF), Room 610A (17 NSF), Room 611 (911 NSF), Room 611A (17 NSF), Room 612 (560 NSF), Room 613 (41 NSF), Room 616 (2070 NSF), Room 701 (1905 NSF), Room 702 (928 NSF), Room 702A (17 NSF), Room 703 (944 NSF), Room 703A (17 NSF), Room 704 (944 NSF), Room 704A (17 NSF), Room 705 (700 NSF), Room 705A (17 NSF), Room 706 (911 NSF), Room 706A (17 NSF), Room 707 (956 NSF), Room 707A (17 NSF), Room 708 (925 NSF), Room 708A (17 NSF), Room 709 (925 NSF), Room 709A (17 NSF),	56,475	0	\$4,292,100	\$76	\$0
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# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

Renovation 2015	10	1	Room 710 (956 NSF), Room 710A (17 NSF), Room 711 (911 NSF), Room 711A (17 NSF), Room 712 (560 NSF), Room 713 (41 NSF), Room 715 (41 NSF), Room 801 (1520 NSF), Room 802 (905 NSF), Room 802A (17 NSF), Room 803 (901 NSF), Room 803A (17 NSF), Room 804 (908 NSF), Room 804A (17 NSF), Room 805 (908 NSF), Room 805A (17 NSF), Room 806 (905 NSF), Room 806A (17 NSF), Room 807 (901 NSF), Room 807A (17 NSF), Room 808 (907 NSF), Room 808A (17 NSF), Room 809 (907 NSF), Room 809A (17 NSF), Room 810 (507 NSF), Room 811 (42 NSF), Room 812 (86 NSF), Room 813 (42 NSF)	56,475	0	\$4,292,100	\$76	\$0
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# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** ROSEWOOD ELEMENTARY  
**Address:** 3850 16TH STREET, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	ELEMENTARY	ELEMENTARY
<b>Low Grade</b>	KINDERGARTEN	PRE-K E S E
<b>High Grade</b>	GRADE 5	GRADE 5
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	515	0	515
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	28	0	28
<b>Total Stations</b>	543	0	543
<b>Utilization Factor</b>	100%		100%
<b>School Capacity</b>	543		543
<b>COFTE Student Membership</b>	553		521
<b>Survey Annotation</b>	Vehicular circulation on site to be redesigned. Roofing replacement per districtwide recommendations. Various covered walkway replacements. Renovate CCTV.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$165,000	\$0	\$87,020	\$0
<b>Estimated Total Project Cost</b>					\$252,020	

ROSEWOOD ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2015	4	13	Renovating: Apply Painting, Floor Cover, Electrical, Retrofit for Technology to Room 704 (535 NSF), Room 704A (180 NSF), Room 705 (430 NSF)	1,145	0	\$87,020	\$76	\$0



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** SEBASTIAN ELEMENTARY  
**Address:** 400 COUNTY ROAD 512, SEBASTIAN

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	ELEMENTARY	ELEMENTARY
<b>Low Grade</b>	KINDERGARTEN	PRE-K E S E
<b>High Grade</b>	GRADE 5	GRADE 5
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	637	0	637
<b>Reloc. Stations</b>	36	0	36
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	673	0	673
<b>Utilization Factor</b>	100%		100%
<b>School Capacity</b>	673		673
<b>COFTE Student Membership</b>	516		651
<b>Survey Annotation</b>	Flooring replacement throughout.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$665,000	\$0
<b>Estimated Total Project Cost</b>					\$665,000	

SEBASTIAN ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2014	17	1	Renovating: Apply Floor Cover to Room 101 (1462 NSF), Room 103 (120 NSF), Room 104 (506 NSF), Room 105 (108 NSF), Room 107 (462 NSF)	2,658	0	\$26,000	\$10	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

SEBASTIAN ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2014	17	2	Renovating: Apply Floor Cover to Room 201 (171 NSF), Room 202 (390 NSF), Room 203 (404 NSF), Room 204 (140 NSF), Room 205 (224 NSF), Room 206 (277 NSF), Room 206A (8 NSF), Room 207 (72 NSF), Room 208 (100 NSF), Room 209 (196 NSF), Room 210 (168 NSF), Room 211 (140 NSF), Room 212 (140 NSF), Room 213 (670 NSF), Room 214 (84 NSF), Room 217 (40 NSF), Room 218 (40 NSF), Room 219 (500 NSF), Room 220 (110 NSF)	3,874	0	\$39,000	\$10	\$0
Renovation 2014	17	3	Renovating: Apply Floor Cover to Room 301 (1020 NSF), Room 302 (120 NSF), Room 303 (215 NSF), Room 304 (215 NSF), Room 305 (804 NSF), Room 306 (3400 NSF), Room 307 (250 NSF), Room 308 (297 NSF), Room 309 (42 NSF), Room 310 (122 NSF), Room 312 (48 NSF), Room 313 (169 NSF), Room 314 (108 NSF), Room 315 (600 NSF), Room 315A (120 NSF), Room 315B (90 NSF)	7,620	0	\$76,000	\$10	\$0
Renovation 2014	17	4	Renovating: Apply Floor Cover to Room 401 (85 NSF), Room 402 (309 NSF), Room 403 (1435 NSF), Room 404 (220 NSF), Room 406 (495 NSF), Room 409 (143 NSF), Room 410 (21 NSF), Room 411 (21 NSF)	2,729	0	\$27,000	\$10	\$0
Renovation 2014	17	5	Renovating: Apply Floor Cover to Room 501 (169 NSF), Room 502 (400 NSF), Room 504 (364 NSF), Room 506 (15 NSF), Room 507 (253 NSF), Room 508 (2612 NSF), Room 509 (566 NSF), Room 510 (566 NSF), Room 511 (566 NSF), Room 512 (540 NSF), Room 513 (886 NSF), Room 513A (24 NSF), Room 514 (840 NSF), Room 514A (48 NSF)	7,849	0	\$76,000	\$10	\$0
Renovation 2014	17	6	Renovating: Apply Painting to Room 601 (1286 NSF), Room 602 (928 NSF), Room 602A (17 NSF), Room 603 (944 NSF), Room 603A (17 NSF), Room 604 (944 NSF), Room 604A (17 NSF), Room 605 (957 NSF), Room 605A (17 NSF), Room 606 (858 NSF), Room 606A (17 NSF), Room 607 (956 NSF), Room 607A (17 NSF), Room 608 (925 NSF), Room 608A (17 NSF), Room 609 (925 NSF), Room 609A (17 NSF), Room 610 (950 NSF), Room 610A (17 NSF), Room 611 (911 NSF), Room 611A (17 NSF), Room 612 (560 NSF), Room 613 (41 NSF)	11,355	0	\$113,000	\$10	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

SEBASTIAN ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2014	17	7	Renovating: Apply Floor Cover to Room 701 (1306 NSF), Room 702 (928 NSF), Room 702A (17 NSF), Room 703 (944 NSF), Room 703A (17 NSF), Room 704 (944 NSF), Room 704A (17 NSF), Room 705 (957 NSF), Room 705A (17 NSF), Room 706 (911 NSF), Room 706A (17 NSF), Room 707 (956 NSF), Room 707A (17 NSF), Room 708 (925 NSF), Room 708A (17 NSF), Room 709 (925 NSF), Room 709A (17 NSF), Room 710 (956 NSF), Room 710A (17 NSF), Room 711 (911 NSF), Room 711A (17 NSF), Room 712 (560 NSF), Room 713 (41 NSF)	11,434	0	\$114,000	\$10	\$0
Renovation 2014	17	8	Renovating: Apply Floor Cover to Room 801 (1472 NSF), Room 802 (917 NSF), Room 802A (17 NSF), Room 803 (920 NSF), Room 803A (17 NSF), Room 804 (917 NSF), Room 804A (17 NSF), Room 805 (907 NSF), Room 805A (17 NSF), Room 806 (917 NSF), Room 806A (17 NSF), Room 807 (920 NSF), Room 807A (17 NSF), Room 808 (917 NSF), Room 808A (17 NSF), Room 809 (952 NSF), Room 809A (17 NSF), Room 810 (497 NSF), Room 811 (39 NSF), Room 814 (39 NSF)	9,550	0	\$96,000	\$10	\$0
Renovation 2014	17	9	Renovating: Apply Floor Cover to Room 901 (1050 NSF), Room 901A (42 NSF), Room 901B (305 NSF), Room 902 (1050 NSF), Room 902A (42 NSF), Room 903 (629 NSF), Room 906 (1050 NSF), Room 906A (42 NSF), Room 906B (305 NSF), Room 907 (1050 NSF), Room 907A (42 NSF), Room 908 (1050 NSF), Room 908A (42 NSF), Room 908B (186 NSF), Room 909 (1372 NSF), Room 909A (42 NSF), Room 909B (50 NSF), Room 909C (182 NSF), Room 910 (1252 NSF), Room 910A (42 NSF)	9,825	0	\$98,000	\$10	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** SEBASTIAN RIVER MIDDLE  
**Address:** 9400 COUNTY ROAD 512, SEBASTIAN

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	MIDDLE	MIDDLE
<b>Low Grade</b>	GRADE 6	GRADE 6
<b>High Grade</b>	GRADE 8	GRADE 8
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	1,107	-7	1100
<b>Reloc. Stations</b>	154	-154	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	1,261	-161	1100
<b>Utilization Factor</b>	90%		90%
<b>School Capacity</b>	1,134		990
<b>COFTE Student Membership</b>	963		866
<b>Survey Annotation</b>	Renovate Home Ec Lab for Life Skills.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$70,000	\$160,210	\$0
<b>Estimated Total Project Cost</b>					\$230,210	

SEBASTIAN RIVER MIDDLE	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2018	15	0	Removed NSF (6048), Added NSF (0), Difference NSF (6048), Percent (100%), Removed Stations (154), Added Stations (0) Remodeling: Removing Room 801 (864 NSF), Room 802 (864 NSF), Room 804 (864 NSF), Room 806 (864 NSF), Room 808 (864 NSF), Room 810 (864 NSF), Room 812 (864 NSF)	-6,048	-154	\$70,000	\$12	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

SEBASTIAN RIVER MIDDLE	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2013	15	1	Removed NSF (756), Added NSF (756), Difference NSF (0), Percent (0%), Removed Stations (22), Added Stations (15) Remodeling: Adding 1 unit of E S E PART-TIME (756 NSF) and Removing Room 603 (756 NSF)	756	-7	\$0	\$0	\$0
Renovation 2014	15	1	Renovating: Apply Painting, Floor Cover, Lighting, Restrooms to Room 510 (2005 NSF), Room 510A (80 NSF), Room 510B (80 NSF)	2,165	0	\$160,210	\$74	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** SEBASTIAN RIVER SENIOR HIGH  
**Address:** COUNTY ROAD 510, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	SENIOR HIGH	SENIOR HIGH
<b>Low Grade</b>	GRADE 9	GRADE 9
<b>High Grade</b>	GRADE 12	GRADE 12
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	2,440	-135	2305
<b>Reloc. Stations</b>	75	-75	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	2,515	-210	2305
<b>Utilization Factor</b>	95%		95%
<b>School Capacity</b>	2,389		2189
<b>COFTE Student Membership</b>	1,824		1,626
<b>Survey Annotation</b>	HVAC renovations through-out.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$507,524	\$19,784,959	\$0
<b>Estimated Total Project Cost</b>					\$20,292,483	

SEBASTIAN RIVER SENIOR HIGH	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2016	21	0	Removed NSF (2592), Added NSF (0), Difference NSF (2592), Percent (100%), Removed Stations (75), Added Stations (0) Remodeling: Removing Room 873 (864 NSF), Room 874 (864 NSF), Room 875 (864 NSF)	-2,592	-75	\$30,000	\$12	\$0



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

SEBASTIAN RIVER SENIOR HIGH	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2015	21	3	Removed NSF (1206), Added NSF (1200), Difference NSF (6), Percent (0.50%), Removed Stations (35), Added Stations (0) Remodeling: Adding 2 units of E S E RESOURCE (504 NSF), 2 units of MATERIAL STORAGE (96 NSF) and Removing Room 115 (603 NSF), Room 116 (603 NSF)	-1,206	-35	\$149,544	\$124	\$0
Remodeling 2015	21	11	Removed NSF (602), Added NSF (602), Difference NSF (0), Percent (0%), Removed Stations (25), Added Stations (0) Remodeling: Adding 1 unit of RESOURCE ROOM (502 NSF), 1 unit of MATERIAL STORAGE (100 NSF) and Removing Room 214 (602 NSF)	602	-25	\$74,648	\$124	\$0
Remodeling 2015	21	12	Removed NSF (685), Added NSF (685), Difference NSF (0), Percent (0%), Removed Stations (25), Added Stations (0) Remodeling: Adding 1 unit of RESOURCE ROOM (585 NSF), 1 unit of MATERIAL STORAGE (100 NSF) and Removing Room 109 (685 NSF)	685	-25	\$84,940	\$124	\$0
Remodeling 2015	21	13	Removed NSF (1358), Added NSF (1358), Difference NSF (0), Percent (0%), Removed Stations (50), Added Stations (0) Remodeling: Adding 2 units of RESOURCE ROOM (579 NSF), 2 units of MATERIAL STORAGE (100 NSF) and Removing Room 209 (679 NSF), Room 210 (679 NSF)	1,358	-50	\$168,392	\$124	\$0
Renovation 2015	21	1	Renovating: Apply Lighting, HVAC Systems, Retrofit for Technology to Room 101 (9336 NSF)	9,336	0	\$774,888	\$83	\$0
Renovation 2016	21	1	Renovating: Apply HVAC Systems to Room 102 (163 NSF), Room 103 (561 NSF), Room 104 (47 NSF), Room 105 (321 NSF), Room 106 (47 NSF), Room 107 (561 NSF), Room 108 (165 NSF), Room 109 (763 NSF), Room 110 (40 NSF), Room 111 (174 NSF), Room 112 (447 NSF), Room 113 (45 NSF), Room 115 (409 NSF), Room 115A (30 NSF), Room 116 (27 NSF), Room 117 (30 NSF), Room 118 (114 NSF), Room 119 (82 NSF), Room 120 (138 NSF), Room 121 (1745 NSF), Room 122 (107 NSF), Room 123 (1190 NSF), Room 124 (763 NSF), Room 201 (264 NSF), Room 203 (421 NSF), Room 204 (321 NSF), Room 205 (40 NSF), Room 206 (321 NSF), Room 207 (421 NSF), Room 208 (487 NSF), Room 209 (344 NSF), Room 210 (43935 NSF)	54,523	0	\$4,525,409	\$83	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

SEBASTIAN RIVER SENIOR HIGH	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2015	21	2	Renovating: Apply HVAC Systems to Room 101 (1608 NSF), Room 102 (104 NSF), Room 103 (151 NSF), Room 104 (101 NSF), Room 105 (29 NSF), Room 106 (270 NSF), Room 107 (47 NSF), Room 108 (47 NSF), Room 109 (47 NSF), Room 110 (586 NSF), Room 110A (285 NSF), Room 111 (47 NSF), Room 112 (47 NSF), Room 113 (47 NSF), Room 114 (120 NSF), Room 115 (3026 NSF), Room 116 (542 NSF), Room 117 (13 NSF), Room 118 (124 NSF), Room 119 (102 NSF), Room 120 (132 NSF), Room 121 (435 NSF), Room 122 (1378 NSF), Room 123 (101 NSF), Room 124 (181 NSF), Room 125 (84 NSF), Room 126 (222 NSF), Room 128 (1060 NSF)	10,936	0	\$907,688	\$83	\$0
Renovation 2015	21	3	Renovating: Apply HVAC Systems to Room 101 (202 NSF), Room 102 (185 NSF), Room 103 (72 NSF), Room 104 (700 NSF), Room 104A (90 NSF), Room 105 (165 NSF), Room 106 (62 NSF), Room 107 (67 NSF), Room 108 (710 NSF), Room 108A (100 NSF), Room 109 (705 NSF), Room 110 (112 NSF), Room 111 (107 NSF), Room 112 (49 NSF), Room 113 (32 NSF), Room 114 (32 NSF), Room 117 (167 NSF), Room 118 (75 NSF), Room 119 (97 NSF), Room 120 (1335 NSF), Room 121 (51 NSF), Room 122 (95 NSF), Room 123 (330 NSF), Room 124 (134 NSF), Room 125 (59 NSF), Room 126 (128 NSF), Room 201 (172 NSF), Room 202 (158 NSF), Room 203 (72 NSF), Room 204 (1506 NSF), Room 205 (168 NSF), Room 206 (72 NSF), Room 207 (1506 NSF), Room 208 (1154 NSF), Room 209 (122 NSF), Room 210 (117 NSF), Room 211 (1038 NSF), Room 212 (114 NSF), Room 213 (107 NSF), Room 214 (47 NSF), Room 215 (200 NSF), Room 216 (178 NSF), Room 217 (399 NSF), Room 218 (36 NSF), Room 219 (35 NSF), Room 220 (35 NSF), Room 221 (443 NSF), Room 222 (159 NSF)	13,699	0	\$1,137,017	\$83	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

SEBASTIAN RIVER SENIOR HIGH	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2013	21	4	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 101 (98 NSF), Room 102 (270 NSF), Room 103 (1112 NSF), Room 104 (831 NSF), Room 105 (704 NSF), Room 106 (160 NSF), Room 107 (228 NSF), Room 108 (155 NSF), Room 109 (58 NSF), Room 110 (25 NSF), Room 111 (331 NSF), Room 112 (518 NSF), Room 113 (283 NSF), Room 114 (46 NSF), Room 115 (25 NSF), Room 116 (59 NSF), Room 117 (154 NSF), Room 118 (226 NSF), Room 119 (112 NSF), Room 119A (87 NSF), Room 120 (704 NSF), Room 121 (831 NSF), Room 122 (1607 NSF), Room 123 (616 NSF), Room 124 (649 NSF), Room 125 (36 NSF), Room 126 (36 NSF), Room 127 (990 NSF), Room 128 (487 NSF), Room 129 (60 NSF), Room 129A (60 NSF), Room 130 (165 NSF), Room 131 (445 NSF), Room 132 (50 NSF), Room 133 (165 NSF), Room 134 (785 NSF), Room 135 (785 NSF), Room 136 (616 NSF), Room 137 (125 NSF), Room 138 (125 NSF), Room 139 (50 NSF), Room 140 (60 NSF)	14,929	0	\$1,239,107	\$83	\$0
Renovation 2015	21	5	Renovating: Apply HVAC Systems to Room 101 (12092 NSF), Room 102 (101 NSF), Room 103 (43 NSF), Room 104 (964 NSF), Room 105 (43 NSF), Room 106 (101 NSF), Room 107 (272 NSF), Room 108 (336 NSF), Room 109 (258 NSF), Room 201 (153 NSF), Room 202 (153 NSF), Room 204 (1792 NSF)	16,308	0	\$1,353,564	\$83	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

SEBASTIAN RIVER SENIOR HIGH	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2013	21	6	Renovating: Apply HVAC Systems to Room 101 (202 NSF), Room 102 (185 NSF), Room 103 (72 NSF), Room 104 (936 NSF), Room 105 (939 NSF), Room 106 (939 NSF), Room 107 (936 NSF), Room 108 (216 NSF), Room 109 (216 NSF), Room 110 (90 NSF), Room 111 (108 NSF), Room 112 (1193 NSF), Room 112A (1079 NSF), Room 116 (60 NSF), Room 117 (134 NSF), Room 118 (178 NSF), Room 119 (30 NSF), Room 120 (59 NSF), Room 121 (128 NSF), Room 201 (172 NSF), Room 202 (158 NSF), Room 203 (72 NSF), Room 204 (1144 NSF), Room 205 (320 NSF), Room 206 (88 NSF), Room 207 (88 NSF), Room 208 (1144 NSF), Room 209 (240 NSF), Room 210 (140 NSF), Room 211 (1179 NSF), Room 212 (420 NSF), Room 213 (88 NSF), Room 214 (88 NSF), Room 215 (1179 NSF), Room 216 (120 NSF), Room 217 (30 NSF), Room 218 (200 NSF), Room 219 (588 NSF), Room 220 (38 NSF), Room 221 (36 NSF), Room 222 (36 NSF), Room 223 (159 NSF)	15,427	0	\$1,280,441	\$83	\$0
Renovation 2015	21	7	Renovating: Apply HVAC Systems to Room 101 (855 NSF), Room 102 (593 NSF), Room 103 (32 NSF), Room 104 (32 NSF), Room 105 (561 NSF), Room 106 (96 NSF), Room 107 (145 NSF), Room 108 (855 NSF), Room 109 (1494 NSF), Room 110 (100 NSF), Room 111 (80 NSF), Room 112 (70 NSF), Room 113 (100 NSF), Room 114 (134 NSF), Room 115 (59 NSF), Room 201 (43 NSF), Room 202 (34 NSF), Room 203 (140 NSF), Room 204 (105 NSF), Room 205 (438 NSF), Room 206 (1437 NSF), Room 207 (325 NSF), Room 208 (192 NSF), Room 209 (1437 NSF), Room 210 (240 NSF), Room 211 (200 NSF), Room 212 (602 NSF), Room 213 (25 NSF), Room 214 (70 NSF)	10,494	0	\$871,002	\$83	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

SEBASTIAN RIVER SENIOR HIGH	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2015	21	8	Renovating: Apply HVAC Systems to Room 101 (56 NSF), Room 102 (107 NSF), Room 103 (523 NSF), Room 104 (135 NSF), Room 105 (44 NSF), Room 106 (2396 NSF), Room 107 (116 NSF), Room 108 (116 NSF), Room 109 (67 NSF), Room 110 (67 NSF), Room 111 (62 NSF), Room 112 (100 NSF), Room 113 (516 NSF), Room 114 (403 NSF), Room 115 (135 NSF), Room 116 (44 NSF), Room 117 (2382 NSF), Room 118 (450 NSF), Room 119 (168 NSF), Room 120 (168 NSF), Room 121 (145 NSF), Room 122 (34 NSF), Room 123 (38 NSF), Room 124 (34 NSF), Room 125 (38 NSF), Room 126 (114 NSF), Room 127 (553 NSF), Room 128 (224 NSF), Room 129 (1017 NSF), Room 130 (372 NSF), Room 131 (193 NSF), Room 132 (73 NSF), Room 133 (775 NSF), Room 134 (37 NSF)	11,702	0	\$971,266	\$83	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

SEBASTIAN RIVER SENIOR HIGH	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2015	21	9	Renovating: Apply HVAC Systems to Room 101 (5748 NSF), Room 102 (27 NSF), Room 103 (25 NSF), Room 104 (70 NSF), Room 106 (1048 NSF), Room 107 (132 NSF), Room 108 (32 NSF), Room 109 (32 NSF), Room 110 (102 NSF), Room 111 (34 NSF), Room 112 (120 NSF), Room 113 (160 NSF), Room 114 (1579 NSF), Room 115 (180 NSF), Room 116 (158 NSF), Room 117 (50 NSF), Room 118 (396 NSF), Room 120 (124 NSF), Room 121 (850 NSF), Room 122 (40 NSF), Room 123 (479 NSF), Room 124 (80 NSF), Room 125 (850 NSF), Room 126 (133 NSF), Room 127 (1047 NSF), Room 128 (243 NSF), Room 129 (98 NSF), Room 130 (34 NSF), Room 131 (88 NSF), Room 132 (101 NSF), Room 133 (36 NSF), Room 134 (1327 NSF), Room 135 (68 NSF), Room 136 (51 NSF), Room 137 (180 NSF), Room 138 (32 NSF), Room 139 (32 NSF), Room 140 (107 NSF), Room 201 (7584 NSF), Room 202 (122 NSF), Room 203 (384 NSF), Room 204 (273 NSF), Room 205 (952 NSF), Room 206 (175 NSF), Room 207 (218 NSF), Room 208 (30 NSF), Room 209 (919 NSF), Room 209A (168 NSF), Room 210 (62 NSF), Room 211 (721 NSF), Room 212 (50 NSF), Room 214 (624 NSF), Room 215 (590 NSF), Room 216 (50 NSF), Room 217 (300 NSF), Room 218 (601 NSF), Room 219 (150 NSF), Room 220 (150 NSF), Room 221 (153 NSF), Room 222 (20 NSF), Room 223 (70 NSF), Room 224 (850 NSF), Room 225 (50 NSF), Room 226 (32 NSF), Room 227 (32 NSF), Room 228 (505 NSF)	31,728	0	\$2,633,424	\$83	\$0
Renovation 2015	21	10	Renovating: Apply HVAC Systems to Room 101 (89 NSF), Room 102 (51 NSF), Room 103 (1170 NSF), Room 104 (38 NSF), Room 105 (1463 NSF), Room 106 (278 NSF), Room 108 (317 NSF), Room 109 (255 NSF), Room 110 (64 NSF), Room 111 (1130 NSF)	4,855	0	\$402,965	\$83	\$0



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

SEBASTIAN RIVER SENIOR HIGH	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2013	21	11	Renovating: Apply HVAC Systems to Room 101 (1875 NSF), Room 102 (100 NSF), Room 103 (96 NSF), Room 104 (180 NSF), Room 105 (308 NSF), Room 106 (821 NSF), Room 107 (105 NSF), Room 108 (107 NSF), Room 109 (1918 NSF), Room 110 (196 NSF), Room 111 (180 NSF), Room 112 (131 NSF), Room 113 (59 NSF), Room 201 (525 NSF), Room 202 (865 NSF), Room 203 (193 NSF), Room 204 (86 NSF), Room 205 (865 NSF), Room 206 (116 NSF), Room 207 (155 NSF), Room 208 (1080 NSF), Room 209 (120 NSF), Room 210 (441 NSF), Room 211 (286 NSF), Room 212 (192 NSF), Room 213 (32 NSF), Room 215 (65 NSF)	11,097	0	\$921,051	\$83	\$0
Renovation 2015	21	12	Renovating: Apply HVAC Systems to Room 101 (202 NSF), Room 102 (185 NSF), Room 103 (72 NSF), Room 104 (837 NSF), Room 105 (837 NSF), Room 106 (837 NSF), Room 107 (837 NSF), Room 108 (837 NSF), Room 110 (833 NSF), Room 111 (487 NSF), Room 112 (32 NSF), Room 113 (32 NSF), Room 114 (450 NSF), Room 115 (128 NSF), Room 201 (172 NSF), Room 202 (158 NSF), Room 203 (72 NSF), Room 204 (835 NSF), Room 205 (835 NSF), Room 206 (835 NSF), Room 207 (835 NSF), Room 208 (835 NSF), Room 209 (714 NSF), Room 210 (860 NSF), Room 211 (485 NSF), Room 212 (32 NSF), Room 213 (32 NSF), Room 214 (26 NSF), Room 215 (159 NSF)	13,491	0	\$1,119,753	\$83	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

SEBASTIAN RIVER SENIOR HIGH	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2015	21	13	Renovating: Apply HVAC Systems to Room 102 (91 NSF), Room 103 (70 NSF), Room 103A (30 NSF), Room 105 (259 NSF), Room 106 (158 NSF), Room 107 (158 NSF), Room 108 (158 NSF), Room 109 (158 NSF), Room 110 (158 NSF), Room 111 (350 NSF), Room 112 (183 NSF), Room 113 (233 NSF), Room 114 (183 NSF), Room 115 (375 NSF), Room 116 (216 NSF), Room 117 (167 NSF), Room 118 (216 NSF), Room 119 (62 NSF), Room 120 (312 NSF), Room 121 (252 NSF), Room 122 (252 NSF), Room 123 (125 NSF), Room 124 (34 NSF), Room 125 (34 NSF), Room 126 (122 NSF), Room 127 (216 NSF), Room 128 (121 NSF), Room 130 (121 NSF), Room 131 (653 NSF), Room 132 (295 NSF), Room 133 (653 NSF), Room 134 (163 NSF), Room 135 (116 NSF), Room 136 (163 NSF), Room 137 (610 NSF), Room 138 (235 NSF), Room 139 (34 NSF), Room 140 (34 NSF), Room 141 (47 NSF), Room 142 (158 NSF), Room 143 (120 NSF), Room 144 (168 NSF), Room 145 (165 NSF), Room 146 (547 NSF), Room 147 (287 NSF), Room 148 (80 NSF), Room 149 (199 NSF), Room 150 (168 NSF), Room 151 (168 NSF), Room 152 (172 NSF), Room 153 (573 NSF), Room 154 (15 NSF), Room 155 (32 NSF), Room 156 (32 NSF), Room 157 (32 NSF), Room 158 (320 NSF), Room 159 (350 NSF), Room 160 (375 NSF), Room 201 (90 NSF), Room 202 (50 NSF), Room 203 (124 NSF), Room 204 (1255 NSF), Room 205 (986 NSF), Room 206 (155 NSF), Room 207 (80 NSF), Room 208 (1052 NSF), Room 211 (1052 NSF), Room 212 (80 NSF), Room 213 (155 NSF), Room 214 (986 NSF), Room 215 (88 NSF), Room 217 (647 NSF), Room 218 (647 NSF), Room 219 (77 NSF), Room 220 (104 NSF), Room 221 (276 NSF), Room 222 (69 NSF), Room 223 (69 NSF), Room 224 (28 NSF)	19,848	0	\$1,647,384	\$83	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** STORM GROVE MIDDLE SCHOOL  
**Address:** 6400 57th Street, Vero Beach

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	MIDDLE	MIDDLE
<b>Low Grade</b>	GRADE 6	GRADE 6
<b>High Grade</b>	GRADE 8	GRADE 8
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	1,382	0	1382
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	1,382	0	1382
<b>Utilization Factor</b>	90%		90%
<b>School Capacity</b>	1,243		1243
<b>COFTE Student Membership</b>	815		858
<b>Survey Annotation</b>	Covered walk at exterior stairwell and loading dock.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$10,000	\$0	\$0	\$0
<b>Estimated Total Project Cost</b>					\$10,000	

STORM GROVE MIDDLE SCHOOL	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** SUPPORT SERVICE COMPLEX  
**Address:** 6055 67th Avenue, Vero Beach

	Existing	Recommended
<b>Capital Outlay Classification</b>	6 - ANCILLARY RECOMMENDED FOR CONTINUED USE	6 - ANCILLARY RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	MULTIPLE USE SUPPORT	MULTIPLE USE SUPPORT
<b>Low Grade</b>	DISTRICT SERVICES	DISTRICT SERVICES
<b>High Grade</b>	DISTRICT SERVICES	DISTRICT SERVICES
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	0	0	0
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	0	0	0
<b>Utilization Factor</b>	0%		0%
<b>School Capacity</b>	0		0
<b>COFTE Student Membership</b>	0		0
<b>Survey Annotation</b>			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Estimated Total Project Cost</b>					\$0	

SUPPORT SERVICE COMPLEX	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** TRANSPORTATION DEPARTMENT  
**Address:** 5235 41ST STREET, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	6 - ANCILLARY RECOMMENDED FOR CONTINUED USE	6 - ANCILLARY RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	COUNTY ADMINISTRATION	TRANSPORTATION
<b>Low Grade</b>	DISTRICT SERVICES	DISTRICT SERVICES
<b>High Grade</b>	DISTRICT SERVICES	DISTRICT SERVICES
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	0	0	0
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	0	0	0
<b>Utilization Factor</b>	0%		0%
<b>School Capacity</b>	0		0
<b>COFTE Student Membership</b>	0		0
<b>Survey Annotation</b>	"Other" site improvements = Liquid Propane Fuel Depot for use for School Buses.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$100,000	\$0	\$0	\$0
<b>Estimated Total Project Cost</b>					\$100,000	

TRANSPORTATION DEPARTMENT	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** TREASURE COAST ELEMENTARY  
**Address:** 8955 85TH STREET, SEBASTIAN

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	ELEMENTARY	ELEMENTARY
<b>Low Grade</b>	PRE-K E S E	PRE-K E S E
<b>High Grade</b>	GRADE 5	GRADE 5
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	598	-7	591
<b>Reloc. Stations</b>	108	-108	0
<b>Mod. Stations</b>	136	0	136
<b>Total Stations</b>	842	-115	727
<b>Utilization Factor</b>	100%		100%
<b>School Capacity</b>	842		727
<b>COFTE Student Membership</b>	637		705
<b>Survey Annotation</b>	Remodeling of building 12 is re-coding of new addition which is completing construction Summer 2013 Leased relocatables to be removed at end of constuction.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$30,000	\$0	\$0
			<b>Estimated Total Project Cost</b>		\$30,000	



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

TREASURE COAST ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2014	29	0	Removed NSF (5184), Added NSF (0), Difference NSF (5184), Percent (100%), Removed Stations (108), Added Stations (0) Remodeling: Removing Room 705 (824 NSF), Room 705A (40 NSF), Room 706 (824 NSF), Room 706A (40 NSF), Room 707 (824 NSF), Room 707A (40 NSF), Room 708 (824 NSF), Room 708A (40 NSF), Room 710 (824 NSF), Room 710A (40 NSF), Room 711 (824 NSF), Room 711A (40 NSF)	-5,184	-108	\$30,000	\$6	\$0
Remodeling 2014	29	12	Removed NSF (3053), Added NSF (3053), Difference NSF (0), Percent (0%), Removed Stations (47), Added Stations (40) Remodeling: Adding 1 unit of PRIMARY CLASSROOM (K-3) (1009 NSF), 1 unit of PRIMARY SKILLS LAB (K-3) (1006 NSF), 1 unit of INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8) (1038 NSF) and Removing Room 1206 (1009 NSF), Room 1207 (1006 NSF), Room 1224 (1038 NSF)	3,053	-7	\$0	\$0	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** VERO BEACH ELEMENTARY  
**Address:** 1770 12TH STREET, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	ELEMENTARY	ELEMENTARY
<b>Low Grade</b>	KINDERGARTEN	PRE-K E S E
<b>High Grade</b>	GRADE 5	GRADE 5
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	796	-65	731
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	796	-65	731
<b>Utilization Factor</b>	100%		100%
<b>School Capacity</b>	796		731
<b>COFTE Student Membership</b>	598		709
<b>Survey Annotation</b>	PKE students from the old Thompson Elementary site are now being served at this site. Remodeling to convert some spaces to PK ESE rooms is re-purposing of existing classrooms without any construction \$. This is a new school that was designated as a PK Cluster after construction was complete.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$585,390	\$0	\$0
			<b>Estimated Total Project Cost</b>		\$585,390	

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

VERO BEACH ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2014	14	2	Removed NSF (5135), Added NSF (5100), Difference NSF (35), Percent (0.68%), Removed Stations (90), Added Stations (25) Remodeling: Adding 5 units of E S E PRE-K (1020 NSF) and Removing Room 114 (1023 NSF), Room 116 (1026 NSF), Room 126 (1020 NSF), Room 128 (1020 NSF), Room 130 (1046 NSF)	-5,135	-65	\$585,390	\$114	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** VERO BEACH SENIOR HIGH  
**Address:** 1707 16TH STREET, VERO BEACH

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	SENIOR HIGH	SENIOR HIGH
<b>Low Grade</b>	GRADE 9	GRADE 9
<b>High Grade</b>	GRADE 12	GRADE 12
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	3,070	0	3070
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	15	0	15
<b>Total Stations</b>	3,085	0	3085
<b>Utilization Factor</b>	95%		95%
<b>School Capacity</b>	2,930		2930
<b>COFTE Student Membership</b>	2,713		2,506
<b>Survey Annotation</b>	No recommendations except "districtwide"		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Estimated Total Project Cost</b>					\$0	

VERO BEACH SENIOR HIGH	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:** 31-INDIAN RIVER COUNTY SCHOOL DISTRICT      **Survey:** Survey: 5 - Version: 1      **Status:** Active Pending

**District Name:** INDIAN RIVER COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** WABASSO SCHOOL  
**Address:** 8895 U S 1, SEBASTIAN

	Existing	Recommended
<b>Capital Outlay Classification</b>	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
<b>Facility Use</b>	EXCEPTIONAL STUDENT	EXCEPTIONAL STUDENT
<b>Low Grade</b>	KINDERGARTEN	PRE-K E S E
<b>High Grade</b>	GRADE 12	GRADE 12
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	55	0	55
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	55	0	55
<b>Utilization Factor</b>	100%		100%
<b>School Capacity</b>	55		55
<b>COFTE Student Membership</b>	45		49
<b>Survey Annotation</b>	Renovate entire facility Except building 12		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$2,636,578	\$0
<b>Estimated Total Project Cost</b>					\$2,636,578	

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

WABASSO SCHOOL	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2017	11	1	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 100 (240 NSF), Room 101 (435 NSF), Room 101A (25 NSF), Room 101B (30 NSF), Room 101C (25 NSF), Room 102 (210 NSF), Room 102A (60 NSF), Room 104 (240 NSF), Room 105 (128 NSF), Room 107 (190 NSF), Room 107A (12 NSF), Room 108 (196 NSF), Room 109 (27 NSF), Room 110 (27 NSF), Room 201 (660 NSF), Room 202 (815 NSF), Room 203 (40 NSF)	3,360	0	\$278,880	\$83	\$0
Renovation 2017	11	2	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 001 (740 NSF), Room 002 (336 NSF), Room 003 (536 NSF), Room 003A (20 NSF), Room 003B (20 NSF), Room 003C (10 NSF), Room 004 (100 NSF), Room 005 (150 NSF), Room 006 (132 NSF), Room 006A (8 NSF), Room 006B (28 NSF)	2,080	0	\$172,640	\$83	\$0
Renovation 2017	11	3	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 001 (727 NSF), Room 001A (16 NSF), Room 001B (92 NSF), Room 001C (21 NSF), Room 001D (21 NSF), Room 001E (21 NSF), Room 002 (72 NSF), Room 003 (72 NSF), Room 004 (525 NSF)	1,567	0	\$130,061	\$83	\$0
Renovation 2017	11	4	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 001 (770 NSF), Room 001A (34 NSF), Room 002 (770 NSF), Room 002A (34 NSF)	1,608	0	\$133,464	\$83	\$0
Renovation 2017	11	6	Renovating: Apply Painting, Electrical, Lighting, Bell/Fire Alarm Systems to Room 001 (87 NSF)	87	0	\$7,221	\$83	\$0
Renovation 2017	11	7	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems to Room 011 (163 NSF), Room 012 (168 NSF)	331	0	\$27,473	\$83	\$0



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

WABASSO SCHOOL	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2017	11	8	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 002 (160 NSF), Room 002A (15 NSF), Room 003 (160 NSF), Room 003A (15 NSF), Room 004 (140 NSF), Room 004A (15 NSF), Room 005 (145 NSF), Room 005A (15 NSF), Room 006 (194 NSF), Room 006A (25 NSF), Room 006B (25 NSF), Room 007 (533 NSF), Room 007A (12 NSF), Room 007B (65 NSF), Room 008 (565 NSF), Room 008A (12 NSF), Room 008B (30 NSF), Room 008C (35 NSF), Room 009 (565 NSF), Room 009A (12 NSF), Room 009B (30 NSF), Room 009C (28 NSF), Room 010 (790 NSF), Room 010A (35 NSF), Room 010B (32 NSF), Room 010C (12 NSF), Room 011 (188 NSF), Room 012 (240 NSF)	4,093	0	\$339,719	\$83	\$0
Renovation 2017	11	9	Renovating: Apply Painting, Lighting to Room 001 (4000 NSF)	4,000	0	\$332,000	\$83	\$0
Renovation 2017	11	10	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 001 (283 NSF), Room 002 (360 NSF), Room 003 (360 NSF), Room 004 (575 NSF), Room 005 (965 NSF), Room 005A (100 NSF), Room 005B (60 NSF), Room 005C (30 NSF)	2,733	0	\$226,839	\$83	\$0
Renovation 2017	11	11	Renovating: Apply Painting, Lighting to Room 001 (4000 NSF), Room 002 (7907 NSF)	11,907	0	\$988,281	\$83	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

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## DISTRICTWIDE RECOMMENDATIONS

The following recommendations are made on a districtwide basis and include each school or facility where applicable.

1. Correct deficiencies relating to safety to life, health, and sanitation as identified in the comprehensive Safety Inspection Report pursuant to §4.4(5), §4.4(6), §5(1), and §5(13), SREF 2007.
2. Necessary modifications for the physically disabled in existing buildings recommended for continued use as provided for in §255.21, F.S.
3. Additional, or replacement of, equipment for existing school buildings recommended for continued use as provided in §2.1(9)(e), SREF 2007.
4. Replacement of roofs at existing facilities as provided in §1.2(55) and §4.1(1)(c), SREF 2007.
5. Provide storage, custodial spaces, and sanitation facilities to serve students, staff, and the general public as provided in §6.1, SREF 2007, and §423.20, FBC.
6. Provide paved auto parking areas pursuant to §5(f)10, SREF 2007, and §423.10.2.7, FBC.
7. Purchase sites for educational and ancillary facilities for future use beyond the projection period of this survey pursuant to §1.4, SREF 2007.
8. Retrofit existing schools for technology, which may include the creation, or improvement of, cable distribution points (closets in telephone parlance). Provide "clean power" and convenient access to video, data, and voice signal wiring, the built-in equipment involved in distributing video, data, and voice signals pursuant to §5, SREF 2007. This recommendation does not include new construction, remodeling, or terminal equipment (workstations, terminals, receiving equipment, and similar items).

The cost estimates for these districtwide recommendations are not included in the section on Financing the Proposed Program.

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

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## Section 4: COFTE

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

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## ANALYSIS OF STUDENT POPULATIONS

### Technique for Predicting COFTE Student Membership Trends

The projection of future student population change is based on empirical evidence of historical trends in the student population; annually, the Office of Economic and Demographic Research (EDR) prepares COFTE enrollment projections. The projections do not include summer school, regular pre-kindergarten, hospital/homebound, or area vocational school adults attending basic and high school classes. The projections are most accurate in counties where growth and migration occur at a reasonably constant and predictable rate and, conversely, are least accurate if major changes in the economy and development of the county occur during the projection period.

Even though the out-year COFTE projections used for a 5-year survey period may be less (or more) than the district anticipates, the annual recalculation of COFTE projections assures that current, accurate data can be inserted into a new survey to guarantee that the most reliable projections are used for facilities planning purposes.

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

ORGANIZATION: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT

SURVEY: Number 5 - Version 1

**HISTORY**

Year	PK-3	4-8	9-12	PK-12
2013 - 2014	5,193	5,876	4,464	15,533

**PROJECTED**

Year	PK-3	4-8	9-12	PK-12
2017 - 2018	5,041	6,270	4,193	15,504

**ANALYSIS OF CHANGE PROJECTED**

PK-3	4-8	9-12	PK-12
-152	395	-271	-28

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

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## Section 5: Student Membership



# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

FACILITY NAME	PK-3 Memb. Proj.	4-8 Memb. Proj.	9-12 Memb. Proj.	PK-3 Memb. In	4-8 Memb. In	9-12 Memb. In	PK-3 Memb. Out	4-8 Memb. Out	9-12 Memb. Out	PK-3 Memb. Reco.	4-8 Memb. Reco.	9-12 Memb. Reco.	Total COFTE	Exist. Satis. Stud. Stat.	Pos. Remo. Sta.	Neg. Remo. Sta.	New Const. Sta.	Total Sta.	Util. Factor	Reco. Capac.	Year-Round Capac.
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**Elementary**

BEACHLAND ELEMENTARY	316	205	0	0	0	0	0	0	0	316	205	0	521	619	18	-94	0	543	1.00	543	651
CITRUS ELEMENTARY	482	251	0	0	0	0	0	0	0	482	251	0	733	736	0	-202	213	747	1.00	747	896
DODGERTOWN ELEMENTARY	317	190	0	0	0	0	0	0	0	317	190	0	507	762	0	-233	0	529	1.00	529	634
FELLSMERE ELEMENTARY	520	210	0	0	0	0	0	0	0	520	210	0	730	1,037	0	-285	0	752	1.00	752	902
GLENDALE ELEMENTARY	312	209	0	0	0	0	0	0	0	312	209	0	521	691	0	-148	0	543	1.00	543	651
HIGHLANDS ELEMENTARY	298	282	0	0	0	0	0	0	0	298	282	0	580	619	0	-18	0	601	1.00	601	721
LIBERTY MAGNET	411	233	0	0	0	0	0	0	0	411	233	0	644	666	0	0	0	666	1.00	666	799
OSCEOLA MAGNET SCHO	360	175	0	0	0	0	0	0	0	360	175	0	535	557	0	0	0	557	1.00	557	668
OSCEOLA MAGNET SCHO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1.00	0	0
PELICAN ISLAND ELEMENTARY	437	171	0	0	0	0	0	0	0	437	171	0	608	671	0	-42	0	629	1.00	629	754
ROSEWOOD ELEMENTARY	334	187	0	0	0	0	0	0	0	334	187	0	521	543	0	0	0	543	1.00	543	651
SEBASTIAN ELEMENTARY	353	298	0	0	0	0	0	0	0	353	298	0	651	673	0	0	0	673	1.00	673	807
TREASURE COAST ELEMEN	463	242	0	0	0	0	0	0	0	463	242	0	705	842	0	-115	0	727	1.00	727	872
VERO BEACH ELEMENTARY	425	284	0	0	0	0	0	0	0	425	284	0	709	796	0	-65	0	731	1.00	731	877

**Middle & Junior High**

GIFFORD MIDDLE	0	820	0	0	0	0	0	0	0	0	820	0	820	1,136	0	-162	0	974	0.90	876	1,168
OSLO MIDDLE	0	749	0	0	0	0	0	0	0	0	749	0	749	1,140	0	-44	0	1,096	0.90	986	1,315
SEBASTIAN RIVER MIDDLE	0	866	0	0	0	0	0	0	0	0	866	0	866	1,261	0	-161	0	1,100	0.90	990	1,320
STORM GROVE MIDDLE SCHOOL	0	858	0	0	0	0	0	0	0	0	858	0	858	1,382	0	0	0	1,382	0.90	1,243	1,658

**Senior High**

SEBASTIAN RIVER SENIOR H	0	0	1,626	0	0	0	0	0	0	0	0	1,626	1,626	2,515	0	-210	0	2,305	0.95	2,189	2,766
VERO BEACH SENIOR HIGH	0	0	2,506	0	0	0	0	0	0	0	0	2,506	2,506	3,085	0	0	0	3,085	0.95	2,930	3,702

**ESE/Alternative**

ALTERNATIVE EDUCATION CEN	0	23	40	0	0	0	0	0	0	0	23	40	63	353	0	0	0	353	1.00	353	423
WABASSO SCHOOL	12	17	20	0	0	0	0	0	0	12	17	20	49	55	0	0	0	55	1.00	55	66

**Vocational/Adult**

ADMINISTRATIV E ANNEX/PRIN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1.50	0	0
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# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

FACILITY NAME	PK-3 Memb. Proj.	4-8 Memb. Proj.	9-12 Memb. Proj.	PK-3 Memb. In	4-8 Memb. In	9-12 Memb. In	PK-3 Memb. Out	4-8 Memb. Out	9-12 Memb. Out	PK-3 Memb. Reco.	4-8 Memb. Reco.	9-12 Memb. Reco.	Total COFTE	Exist. Satis. Stud. Stat.	Pos. Remo. Sta.	Neg. Remo. Sta.	New Const. Sta.	Total Sta.	Util. Fact or	Reco. Capac.	Year- Round Capac.
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**Vocational/Adult**

ADULT EDUCATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	40	1.50	60	60
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**Ancillary**

ADMINISTRATIVE BUILDING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0	0
CENTRAL WAREHOUSE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0	0
MAINTENANCE SHOPS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0	0
SUPPORT SERVICE COMPL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0	0
TRANSPORTATION DEPARTMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0	0

	5,040	6,270	4,192	0	0	0	0	0	0	0	5,040	6,270	4,192	15,502	20,139	18	-1,779	253	18,631		17,923	22,361
	out of	out of	out of																			
	5,040	6,270	4,192																			

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

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## Section 6: Financial Summary

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

Facility	Site Expansion Cost	Total Site Development Cost	Total Site Improvement Cost	Total Remodeling Cost	Total Renovation Cost	Total New Construction Cost	Overall Totals	Estimated Cost If Year Round School
<b>Elementary</b>								
BEACHLAND ELEMENTAR	\$0	\$0	\$0	\$1,880,644	\$0	\$756,960	\$2,637,604	\$605,568
CITRUS ELEMENTARY	\$0	\$0	\$0	\$1,127,710	\$0	\$7,211,022	\$8,338,732	\$5,768,818
DODGERTOWN ELEMENT	\$0	\$0	\$10,000	\$1,610,934	\$2,923,948	\$0	\$4,544,882	
FELLSMERE ELEMENTAR	\$0	\$0	\$0	\$3,267,508	\$0	\$3,021,684	\$6,289,192	\$2,417,347
GLENDALE ELEMENTARY	\$0	\$0	\$0	\$674,948	\$66,044	\$0	\$740,992	
HIGHLANDS ELEMENTARY	\$0	\$0	\$35,000	\$1,113,438	\$986,008	\$549,480	\$2,683,926	\$439,584
LIBERTY MAGNET	\$0	\$0	\$15,000	\$0	\$0	\$0	\$15,000	
OSCEOLA MAGNET SCHO	\$0	\$0	\$20,000	\$0	\$5,766,804	\$0	\$5,786,804	
OSCEOLA MAGNET SCHO	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PELICAN ISLAND ELEMEN	\$0	\$0	\$150,000	\$214,858	\$4,292,100	\$0	\$4,656,958	
ROSEWOOD ELEMENTAR	\$0	\$0	\$165,000	\$0	\$87,020	\$0	\$252,020	
SEBASTIAN ELEMENTARY	\$0	\$0	\$0	\$0	\$665,000	\$0	\$665,000	
TREASURE COAST ELEME	\$0	\$0	\$0	\$30,000	\$0	\$0	\$30,000	
VERO BEACH ELEMENTAR	\$0	\$0	\$0	\$585,390	\$0	\$0	\$585,390	

<b>Middle &amp; Junior High</b>								
GIFFORD MIDDLE	\$0	\$0	\$0	\$4,572,756	\$3,946,050	\$0	\$8,518,806	
OSLO MIDDLE	\$0	\$0	\$0	\$378,621	\$0	\$0	\$378,621	
SEBASTIAN RIVER MIDL	\$0	\$0	\$0	\$70,000	\$160,210	\$0	\$230,210	
STORM GROVE MIDDLE S	\$0	\$0	\$10,000	\$0	\$0	\$0	\$10,000	

<b>Senior High</b>								
SEBASTIAN RIVER SENIO	\$0	\$0	\$0	\$507,524	\$19,784,959	\$0	\$20,292,483	
VERO BEACH SENIOR HIG	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

<b>ESE/Alternative</b>								
ALTERNATIVE EDUCATIO	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WABASSO SCHOOL	\$0	\$0	\$0	\$0	\$2,636,578	\$0	\$2,636,578	

<b>Vocational/Adult</b>								
ADMINISTRATIVE ANNEX	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

**Survey:**

**Status:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 5 - Version: 1

Active Pending

Facility	Site Expansion Cost	Total Site Development Cost	Total Site Improvement Cost	Total Remodeling Cost	Total Renovation Cost	Total New Construction Cost	Overall Totals	Estimated Cost If Year Round School
<b>Vocational/Adult</b>								
ADULT EDUCATION	\$0	\$0	\$25,000	\$321,408	\$306,934	\$1,238,040	\$1,891,382	\$990,432

<b>Ancillary</b>								
ADMINISTRATIVE BUILDIN	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CENTRAL WAREHOUSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MAINTENANCE SHOPS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUPPORT SERVICE COMP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRANSPORTATION DEPAR	\$0	\$0	\$100,000	\$0	\$0	\$0	\$100,000	

<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$530,000</b>	<b>\$16,355,739</b>	<b>\$41,621,655</b>	<b>\$12,777,186</b>	<b>\$71,284,580</b>	<b>\$10,221,749</b>
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# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

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# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

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## Section 7: Long Range Planning Summary

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

## Five Year Survey - Ten Year Capacity

INDIAN RIVER COUNTY SCHOOL DISTRICT

6/18/2013

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

Project	Location,Community,Quadrant or other general location	Projected Cost
Elementary "C"	TBD	\$20,000,000
		<b>\$20,000,000</b>

## Five Year Survey - Ten Year Infrastructure

INDIAN RIVER COUNTY SCHOOL DISTRICT

6/18/2013

**Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 6 thru 10 out years (Section 28).**

Infrastructure to accomodate construction of New Elementary "C"

**Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 6 thru 10 out years (Section 29).**

Not Specified

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

## Five Year Survey - Ten Year Maintenance

INDIAN RIVER COUNTY SCHOOL DISTRICT

**6/18/2013**

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

Project	Projected Cost
Capital Maintenance	\$5,000,000
Minor Projects/Energy Optimization	\$7,500,000
ADA Compliance	\$2,500,000
Technology Upgrades	\$5,000,000
Health & Safety	\$5,000,000
HVAC	\$7,500,000
	<b>\$32,500,000</b>

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

## Five Year Survey - Ten Year Utilization

INDIAN RIVER COUNTY SCHOOL DISTRICT

6/18/2013

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

Grade Level Projections	FISH Student Stations	Actual FISH Capacity	Actual COFTE	Actual Utilization	Actual new Student Capacity to be added/removed	Projected COFTE	Projected Utilization
Elementary - District Totals	10,777	10,777	7,322.47	67.95 %	750	8,085	70.14 %
Middle - District Totals	5,513	4,960	3,627.18	73.13 %	0	3,853	77.68 %
High - District Totals	7,959	7,560	4,536.78	60.01 %	4,598	4,598	37.82 %
Other - ESE, etc	408	408	108.85	26.68 %	0	95	23.28 %
	<b>24,657</b>	<b>23,705</b>	<b>15,595.28</b>	<b>65.79 %</b>	<b>5,348</b>	<b>16,631</b>	<b>57.24 %</b>

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

## Five Year Survey - Twenty Year Capacity

INDIAN RIVER COUNTY SCHOOL DISTRICT

6/18/2013

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

No items match the criteria.

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

## Five Year Survey - Twenty Year Infrastructure

INDIAN RIVER COUNTY SCHOOL DISTRICT

6/18/2013

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

Not Specified

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

Not Specified

## Five Year Survey - Twenty Year Maintenance

INDIAN RIVER COUNTY SCHOOL DISTRICT

6/18/2013

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

Project	Projected Cost
Health & Life Safety	\$10,000,000
HVAC Districtwide	\$15,000,000
Capital Maintenance	\$10,000,000
Capital Projects/ Energy Optiization	\$15,000,000
ADA Compliance	\$5,000,000
Technology	\$10,000,000
	<b>\$65,000,000</b>

# EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

**District:**

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

**Survey:**

Survey: 5 - Version: 1

**Status:**

Active Pending

## Five Year Survey - Twenty Year Utilization

INDIAN RIVER COUNTY SCHOOL DISTRICT

6/18/2013

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

Grade Level Projections	FISH Student Stations	Actual FISH Capacity	Actual COFTE	Actual Utilization	Actual new Student Capacity to be added/removed	Projected COFTE	Projected Utilization
Elementary - District Totals	10,777	10,777	7,322.47	67.95 %	0	0	0.00 %
Middle - District Totals	5,513	4,960	3,627.18	73.13 %	0	0	0.00 %
High - District Totals	7,959	7,560	4,536.78	60.01 %	0	0	0.00 %
Other - ESE, etc	408	408	108.85	26.68 %	0	0	0.00 %
	<b>24,657</b>	<b>23,705</b>	<b>15,595.28</b>	<b>65.79 %</b>	<b>0</b>	<b>0</b>	<b>0.00 %</b>

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

No comments to report.

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**Approval to Award Ag-Scape Services d.b.a. Florida Site Contracting for Drainage and Accessibility Improvements at Dodgertown - SDIRC 2013-16 - Mr. Morrison**

Requested by: Facilities, Planning and Construction Department

This was a Request for Proposal (RFP) to secure firm prices for drainage and accessibility improvements at Dodgertown Elementary as per plans and specifications. Scope included underground drainage work, re-grading of open areas, replacement of failing roof gutters around the school, new sidewalks, a dumpster enclosure and handicap parking stalls. The gutter replacement was bid as Alternate I and the base, asphalt, grading and a new dumpster pad and enclosure as Alternate II.

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 May 16, 2013. Four (4) vendors attended the pre-bid meeting on May 23, 2013 and we received one (1) response as follows:

Legend: Primary Award \_\_\_\_\_ Rejected ( )

Bidder	Base Bid	Alt. 1*	Alt. 2**
Ag-Scape Services d.b.a. Florida Site Contracting	<u>29,890</u>	(\$39,000)	<u>\$8,390</u>

\*Alternate 1 - Gutter Replacement

\*\*Alternate 2 - Base, asphalt, grading, new dumpster pad enclosure

Recommend the Board accept a single bid response on first call. Price received is within current market conditions.

Award of the base bid and Alternate 2 is recommended to Ag-Scape Services d.b.a. Florida Site Contracting as the lowest and best bidder meeting specifications, terms and conditions.

Failure to file a protest within the time prescribed in Florida Statutes 120.57(3) or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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## **OWNER/ CONTRACTOR CONSTRUCTION AGREEMENT (LUMP SUM)**

THIS AGREEMENT is dated and will be effective on the **25<sup>th</sup> day of June, 2013**, by and between the School Board of Indian River County, an entity existing under the laws of the state of Florida, (hereinafter called OWNER) and **Ag-Scape Services**, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**DODGERTOWN ELEMENTARY SCHOOL DRAINAGE AND  
ACCESSIBILITY IMPROVEMENTS**  
**For The School Board of Indian River County**  
**Project No. SDIRC 2013-16**

**Construction of underground drainage work, re-grading of open areas, new sidewalks, a dumpster enclosure and handicap parking stalls located on the Dodgertown Elementary School campus in Vero Beach, Florida. The Work shall include complete installation of all required Site/Civil work as detailed in the plans and specifications, schedule of values of the Contractor as approved in writing by the ARCHITECT, together with this Contract and the General Conditions of Contract 1997 AIA General Conditions 201 and by this reference incorporated herein, (collectively referred to as "Contract Documents").**

### **ARTICLE 2 – ARCHITECT**

The Project has been designed by **MBV Engineering, Inc.**, who is hereinafter called Architect and who is to act as OWNER's representative. The Architect shall assume all duties and responsibilities and have the rights and authority to act as the Architect as specified in the Contract Documents in connection with completion of the Work and in accordance with the Contract Documents. The Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Architect and so advising the Contractor in writing, at which time the person or organization so designated shall be the Architect for purposes of this Contract.

### ARTICLE 3 - CONTRACT TIME

- 3.1 Work shall be substantially completed within 30 calendar days (or by **August 2, 2013**) from the date the Notice to Proceed is issued by Owner. The work shall be ready for Final Completion within 45 calendar days (or by **August 17, 2013**) from the date runoff Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. Time is of the essence in the performance of the Work. The Owner and Contractor agree that the losses suffered by Owner if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Contractor acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as the Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$500.00 for each calendar day thereafter until Substantial Completion is achieved and \$250.00 for each calendar day thereafter until Final Completion is achieved. Should the Contractor achieve Substantial Completion of the Work within the Contract Time but fail to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$0.00 for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion or Final Completion of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Contractor fails to achieve either Substantial Completion or Final Completion of the Work within the Contract Time. Owner has paid to Contractor out of the first payment hereunder, the consideration of \$10.00 as consideration for this provision.
- 3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Architect and in accordance with the Contract Documents. The time during which the Contractor is delayed in the performance of the Work by acts or omission of the Owner or Architect or any other unforeseeable conditions or events that could not have reasonably been predicted shall be added to the time for completion of the Work. A change in Contract Time may only be authorized by a written Change Order.

- 3.4 The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein. The Contractor shall not mobilize, commence Work or store materials or equipment on site until: (1) written Notice to Proceed is issued or until the Contractor otherwise receives the Owner's written consent and; (2) all bonds and Certificates of Insurance have been executed, delivered to and accepted by the Owner and; (3) Contractor has delivered to Owner his as-planned schedule, original job cost estimate, list of Subcontractors and corporate resolution designating his representative.
- 3.5 The Date of Substantial Completion of the Work is the Date certified by the Architect and the Owner when the Work is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy and utilize the Work for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. Only incidental corrective work and any final cleaning beyond that needed for the Owner's full use may remain for final completion.
- 3.6 The date of Final Completion of the Work is the date certified by the Owner and Architect when the Work is totally complete, to include all items listed on the inspection report following substantial completion inspection, in accordance with the Contract Documents and the Owner may fully occupy and utilize all of the Work for the use for which it is intended.

#### **ARTICLE 4 - CONTRACT PRICE**

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

The Contractor's price(s) in the Bid Form is in the amount of **\$38,280.00 (Base Bid \$29,890.00 & Alternate 2 \$8,390.00)**. The Owner may include a (**\$ 5,000.00**) contingency, for a total contract amount of **\$ 43,280.00**. Any contingency remaining at the closeout or completion of the project will be retained by the Owner.

#### **ARTICLE 5 - PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents, AIA Form G702. Applications for Payment will be approved by Architect, then forwarded to the Owner for payment as provided in the Contract Documents.

- 5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by Architect. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the Contract Documents. The OWNER agrees to make payments within 25 business days providing the CONTRACTOR processes the invoice and delivers same to the Facilities Division Bookkeeping Department as the single agent/point of contact, by the 20<sup>th</sup> of the preceding month. The OWNER will not withhold payment without proper and adequate justification.

### **General Requirements**

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

90% of Work completed.

0% of materials and equipment not incorporated in the Work.

5.1.2. Upon Substantial Completion payment may be made in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts, as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

5.1.3. When the Architect determines that the Work or designated portion thereof as defined in the Contract Documents is substantially complete, the Architect shall issue a Certification of Substantial Completion which establishes: the date of substantial completion; the "Substantial Completion Punch List", which establishes a single list providing feedback to the Contractor on non-conforming work, or work requiring further quality adjustments and must be developed within 30 calendar days of the date of substantial completion and delivered to Contractor within 5 calendar days thereafter; the date the Contractor will have completed all items on the Substantial Completion Punch List, and such other items as the Architect and Owner deem appropriate. The Certificate of Substantial Completion shall be executed by the Architect, Contractor and Owner. The Contractor will promptly engage in completing the Substantial Completion Punch List within 10 days of its issuance.

- 5.2. FINAL PAYMENT. Final payment of the Contract Sum will be made after the Architect certifies that the Work is complete, Owner's representatives complete their final acceptance report, the School District's Building Official completes the final inspection and a "certificate of occupancy" is issued. . Final Payment to the contractor requires School Board approval in accordance with Florida Statute 1013.50. It is understood and agreed, that final payment will not be withheld if a certificate of final inspection is issued by the Owner's Uniform Building Code Inspector, or if any other government agency refuses to give final acceptance for any reason other than the failure of the Contractor to complete the Work in accordance with the Contract Documents. Further, neither final payment nor any remaining Retainage shall be paid to the Contractor until the Architect has received an affidavit in a form sufficient to the Owner that all indebtedness in connection with the performance of the Work for which the Owner or the Owner's property may be held liable or encumbered, have been fully paid or otherwise satisfied; a certification in a form acceptable to the Owner which establishes that all required insurance will remain in full force and effect after final payment and will not be cancelled or allowed to expire until at least 30 days prior written notice has been provided to the Owner; consent of the surety to final payment; and any other certifications reasonably required by the Owner establishing full payment or satisfaction of any obligations. In the event the Contractor fails to furnish such certifications as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor as a condition of final payment and at the Contractor's expense, to furnish a bond in a form and amount satisfactory to the Owner to indemnify the Owner against such liens or claims. The one year warranty period for the work will begin upon Final Completion. Warranty will be for all workmanship, material, and equipment except for Owner insured damages.
- 5.3 CHANGE ORDERS. No change in the Contract Sum or Time may be made except by a duly authorized and executed written Change Order. If the Change in or addition to the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work). All duly authorized and executed Change Orders shall become a part of the Contract Documents as described in Article 8.



## ARTICLE 6 – OWNERS PROJECT REPRESENTATIVE

- 6.1 The Owner's Project Representative who shall act as OWNER'S PROJECT MANAGER is Scott Sanders who is a School District employee. The Owner's Project Manager has the authority to approve matters contemplated in this Agreement where the monetary impact is within the Owner approved Contingency.

## ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, laws, rules, regulations, codes, ordinances that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor fully understands the intent and purpose of the project and agrees to maximize Owner's fulfillment and needs.
- 7.2. CONTRACTOR IS AT RISK. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground and Concealed Facilities internal or contiguous to the site and assumes responsibility for the accurate location of said Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said facilities are or will be required of OWNER by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. Only at Owner's discretion will Owner expend funds or resources to the project in the repair, preservation, or reuse of these existing facilities that are outside of the project scope or included in the Contract Documents.
- 7.3. CONTRACTOR has given ARCHITECT written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.

## ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement consisting of 36 pages.
- 8.2 Performance Bond and Payment Bond in accordance with F.S. 255.01 et. seq. consisting of TBD pages (plus Power of Attorney Forms as applicable).
- 8.3 Notice of Award
- 8.4 General Conditions consisting of (Itemization Attached)
- 8.5 Supplementary Conditions consisting of \_\_\_\_\_.
- 8.6 Drawings to be prepared and provided by MBV Engineering, Inc.
- 8.7 Specifications to be prepared and provided by MBV Engineering, Inc.
- 8.8 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 8.9 CONTRACTOR'S Bid.
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement are not attached hereto, which shall be all Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Contract Documents.
- 8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).
- 8.12 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The Owner- Contractor Agreement; Modifications; Addenda; any Supplementary Conditions; the General Conditions; the Specifications; the Drawings; as between schedules and

information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small scale Drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted to the Design Consultant whose decision thereon shall be final and conclusive.

- 8.13 The provisions of this Contract cannot be amended, modified, varied or waived by the Owner or its agents or representatives in any respect except by a Modification approved and executed by the School Board of Indian River County. The Contractor is hereby given notice that no person or entity has authority to orally waive, or to release the Contractor from any of the Contractor's duties or to alter obligations under or arising out of this Contract. Any waiver, approval or consent granted by Modification to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent.

This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.

## **ARTICLE 9 – ARCHITECT**

- 9.1 Should errors, omissions, or conflicts in the Drawings, Specifications, or other Contract Documents prepared by the Architect be discovered, the Architect will prepare such amendments or supplementary documents and provide consultation as may be required.
- 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize itself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Architect and his consulting engineers shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. Contractor shall not be relieved from any of the obligations of the Contract Documents as a result of the Architect's failure to detect any

defective or deficient Work of the Contractor or others working by, through or under the Contractor.

- 9.3 The Architect shall at all times have access to the work wherever it is in preparation or progress. The Contractor shall provide safe facilities for such access so the Architect may perform his functions under the Contract Documents.
- 9.4 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents. The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 9.5 The Architect has the authority to condemn or reject work on behalf of the Owner when, in its opinion, the work does not conform to the requirements of the Contract Documents. Whenever, in the Architect's reasonable opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have the authority to require special inspection or testing of the work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.
- 9.6 The Architect will conduct inspections to determine the dates of Substantial Completion and Final Completion, and will issue a final Certificate for Payment. The Architect shall be solely responsible for issuance of Certificates of Substantial and Final Completion.

#### **ARTICLE 10 – MISCELLANEOUS**

- 10.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- 10.2 If the Contract Documents, laws, rules, regulations or orders of any State or Federal authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner and Architect timely notice of its readiness so they may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals. The Contractor shall pay for all utilities required for testing of installed equipment of all of his work and the work of each Subcontractor.
- 10.3 Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates provided

by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's Certificates at any time. If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

10.3.1 The Contractor shall deliver the required bonds and proofs of insurance to the Owner prior to the commencement of any Work, and in no event any later than 10 days after the execution of this Agreement.

10.3.2 The Contractor shall, throughout the performance of its services under this Agreement and throughout the term of this Agreement maintain and provide to the Owner the insurance coverages listed in this Article. The insurance policies shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. The Contractor shall provide insurance that may not be reduced, terminated, or cancelled unless 30 days prior written notice thereof is furnished to the Owner. Certificates of insurance and copies of all policies (if required by the Owner) shall be furnished to the Owner within 10 days after the execution of this Agreement. In the event of any cancellation or reduction in insurance coverage, the Contractor shall obtain substitute coverage, without any lapse of coverage whatsoever. The insurance policies shall name the Owner, the Owner's representatives, and the officers, directors, agents, employees and assigns of the Owner as additional insured (except for the professional liability and worker's compensation insurance).

10.3.3 The Owner may, in its sole discretion, procure and pay for the required Builders Risk insurance for the Project. In the event Owner elects to procure and pay for the Builders Risk insurance for the Project, the Contractor shall cooperate with Owner and provide any requested information for the procurement of the Builders Risk insurance.

10.3.4 The insurance required from the Contractor in this Article shall include all major divisions of coverage, and shall be on a commercial general basis including premises and operations (including X-C-U), Independent Contractor Hired Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or others set forth in the Contract Documents, whichever is greater. All insurance shall be written on an occurrence basis, unless the Owner approves in writing

coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.

10.3.5 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

10.3.6 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operation (including X-C-U as applicable)
2. Independent Contractor's Hired
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractor liability including the provision for Contractor's obligation of indemnification and hold harmless
6. Owned, non-owned and hired motor vehicles
7. Broad Form Property Damage including Completed Operations

10.3.7 The insurance required by this Article shall be written for not less than the following, or greater if required by law.

1. Workers' Compensation:

- (a) State: As required by Chapter 440, Florida Statutes
- (b) Applicable Federal (e.g. Longshoremen's Statutory)
- (c) Employer's Liability: \$500,000.00

2. Commercial General Liability (including Premises Operations; Independent Contractor Hired; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000
- (b) Property Damage:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.

- (c) Products and Completed Operations to be maintained for one year after final payment
  - (d) Property Damage Liability Insurance shall provide S, C or U Coverage as applicable
3. Contractual Liability:
- (a) Bodily Injury:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
  - (b) Property Damage:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
4. Personal Injury, \$1,000,000.00 per claimant; with an annual general aggregate per policy of not less than \$2,000,000
5. Commercial Automobile Liability: The State of Florida has no-fault automobile insurance requirements. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.
- (a) \$1,000,000.00 per incident or occurrence combined single limit for bodily injury and property damage; with an annual general aggregate per policy of not less than \$2,000,000.

10.3.8 The Contractor shall procure property insurance for any portion of the Work stored off Site or in transit, and the cost for such shall be borne by the Contractor.

10.3.9 Boiler and Machinery Insurance. The Contractor shall purchase and maintain boiler and machinery insurance if applicable to the Contract Documents. This insurance shall remain in full force and effect until final acceptance of the insured items by the Owner.

10.4.0 Performance and Payment Bonds. The Contractor shall furnish bonds covering the faithful performance of the Agreement and payment of any and all obligations arising under the Agreement as required by Florida law. Upon request, the Contractor shall furnish a copy to any person or entity requesting a copy. Such bonds shall be in conformance and compliance with sec. 255.05, Florida Statutes, and shall contain the



information and provisions set forth in the referenced section. Pursuant to sec. 255.05, the Contractor shall record the performance and payment bonds in the public records of Indian River County, Florida. The Contractor shall provide the recorded copy of the bonds to the Owner.

10.4.1 Insurance as Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, material suppliers, employees, or agents to the Owner or others. Any remedy provided to the Owner, or the Owner's officers, employees, agents or assigns, by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

10.4.2 No Waiver by Approval/Disapproval. Neither approval by the Owner nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of its full responsibility to provide the insurance as required by this Agreement.

## **ARTICLE 11 – TERMINATION OF THE CONTRACT**

- 11.1 The Owner may, at any time upon ten (10) days' written notice to the Contractor, which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Article 11.3. Contractor shall include termination clauses identical to Article 11 in each of his Subcontracts.
- 11.2 The Owner may, upon ten (10) days' written notice to the Contractor and to the Contractor's surety, terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the employment of the Contractor and his right to proceed either as to the whole or any portion of the Work required by the Contract Documents and may take possession of the Work and complete the Work by Contract or otherwise in any one of the following circumstances:
- 11.2.1 if the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure the Substantial or Final Completion of the Work within the Contract Time or fails to complete the Work within said periods;

- 11.2.2 if the Contractor is in material default in carrying out any provisions of the Contract;
  - 11.2.3 if the Contractor fails to supply a sufficient number of properly qualified and skilled workers or proper equipment or materials;
  - 11.2.4 if the Contractor fails to make prompt payment to Subcontractors or materialmen or for materials or labor;
  - 11.2.5 if the Contractor disregards laws, permits, ordinances, rules, the Lunsford Requirements, regulations or orders of any public authority having jurisdiction, or fails to follow the instructions of the Owner;
  - 11.2.6 if the Contractor violates any provisions of the Contract Documents;  
or
  - 11.2.7 if the Contractor refuses or fails to properly schedule, plan, coordinate and execute the Work, as specified herein, so as to perform the Work within the specified Milestone and Completion dates, or to provide scheduling or related information, revisions and updates as required by the Contract Documents.
- 11.3 If the Owner terminates the whole or any portion of the Work pursuant to ARTICLE 11, then the Owner shall only be liable to the Contractor for those reasonable costs reimbursable to the Contractor as calculated by Owner in Owner's sole discretion, provided however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed an appropriate adjustment shall be made reducing the amount of the allowable termination payment to reflect the indicated amount of loss. Contractor shall submit any claim of reimbursable cost, as stated in this paragraph, within 10 days of receipt of Notice of Termination or such claims are waived, released and forever barred. Reasonable costs owed to the Contractor by the Owner may include supplies, services, or property accepted by the Owner. In arriving at any amount due the Contractor, there shall be deducted any claim the Owner may have against the Contractor, amounts determined to be necessary to protect the Owner against loss because of outstanding or potential liens or claims, and the price for any materials, supplies, or other things acquired by the Contractor and not otherwise recovered by or credited to the Owner. The total sum to be paid to the Contractor shall not exceed the Contract Sum as reduced by the amount of payments otherwise made or to be made for Work not terminated and as otherwise permitted by the Contract.

- 11.4 After receipt of a notice of termination from the Owner, the Contractor shall:
- 11.4.1 stop Work under the Contract on the date and to the extent specified in the notice of termination;
  - 11.4.2 place no further order or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
  - 11.4.3 terminate all purchase orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
  - 11.4.4 at the option of the Owner, assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the rights in the subcontracts so terminated, in which case the Owner shall have the right, at his discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - 11.4.5 settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts;
  - 11.4.6 complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
  - 11.4.7 take such action as may be necessary for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.
- 11.5 In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

## **ARTICLE 12 – CONTRACTOR**

- 12.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner and Architect any error, inconsistency or omission he may discover in the Contract Documents, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error,

- inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without first possessing approved Shop Drawings, Product Data or Samples for such portion of the Work.
- 12.2 The Contractor and his Subcontractors shall keep at the site of the Work at least one copy of the approved drawings and specifications and shall at all times give the Owner, the Architect, inspectors, as well as other representatives of the Owner access thereto.
  - 12.3 The Contractor shall supervise, coordinate and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract.
  - 12.4 It shall be the responsibility of the Contractor to coordinate the work, to maintain a progress schedule, and to notify the Owner and the Architect of any changes in the approved progress schedule.
  - 12.5 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and sub-Subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.
  - 12.6 The Contractor understands and agrees that the Owner and Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner, and Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
  - 12.7 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Owner and Architect have a reasonable objection.
  - 12.8 Background Check. The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with

District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Contractor or its personnel or subcontractors providing any services under the conditions described in the previous sentence. The Contractor shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Contractor and its personnel. The parties agree that the failure of the Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Contractor's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

- 12.9 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all workmanship will be of the best, first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials, workmanship and equipment. The warranties set forth in this paragraph and elsewhere in the Contract Documents shall survive Final Completion of the Work.
- 12.10 If, within one year after the Date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor or its Surety shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. The Owner shall give such notice with reasonable promptness after discovery of the condition.

- 12.11 If at any time latent deficiencies in the Work are discovered, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty, up to the time limit of the applicable statute of repose.
- 12.12 If the Contractor fails to correct defective or nonconforming Work as required, or if the Contractor fails to remove defective or nonconforming Work from the site, as required, the Owner may elect to either correct such Work or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 12.13 The Contractor shall prepare and submit to the Owner for the Owner's review and approval an as-planned progress schedule for the Work. The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified. If it becomes apparent to the Owner or Architect that the Work will not be completed within required Milestone or Completion dates, the Contractor agrees to undertake some or all of the following actions, at no additional cost to the Owner, in order to ensure that the Contractor will comply with all Milestone and Completion date requirements:
- 12.13.1 increase manpower, materials, crafts, equipment and facilities to accelerate performance of the Work;
  - 12.13.2 increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing; and
  - 12.13.3 reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

- 12.14 In undertaking the actions required under paragraph 12.13, Contractor shall prepare a Recovery Schedule and comply with the requirements thereof. If the schedule recovery actions taken by the contractor are not satisfactory, the Owner or Architect may direct the Contractor to take any and all actions necessary to ensure completion within the required Milestone and Completion dates (which shall be at Contractor's sole expense), without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.
- 12.15 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to access, transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, Separate Prime Contractor conditions and schedules, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of its officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

### **ARTICLE 13 - INDEMNIFICATION**

- 13.1 The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Agreement shall represent the specific consideration for the CONTRACTOR'S indemnification of the OWNER as is set forth in the General Conditions and Contract Document.
- 13.2 It is the specific intent of the parties hereto that the indemnification below complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 13.3 CONTRACTOR shall indemnify and hold harmless the OWNER, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful



misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this construction contract. Regardless of the foregoing the indemnification herein shall be the greater of the CONTRACTORS insurance coverage for such claim or One million dollars, whichever is greater.

- 13.4 The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.

#### **ARTICLE 14 – OWNER DIRECT PURCHASE PROGRAM**

- 14.1 The Owner shall appoint the Contractor as the Owner's authorized representative with respect to any matter arising out of the purchase orders under this program. The Contractor will cooperate fully with the Owner with respect to the implementation of a tax exempt direct material/equipment purchase program involving the direct purchase of various construction materials, supplies and equipment that is currently part of this Contract. The Owner shall obtain, with the assistance of the Contractor, the proper authorization from the State of Florida in the form of a Technical Assistance Advisement (TAA).

The Owner Direct Purchase Program is attached hereto as **Exhibit " A,"** controls the Direct Purchase Program for the Project. The Direct Purchase Program will be operated in accordance with the following provisions:

- 14.1.(a) The Owner will issue its own purchase orders directly to the third party vendor or supplier of material and equipment purchased under the Direct Purchase Program. The purchase order will be accompanied by the Owner's Exemption Certificate which includes its name, address, and the exemption number with issuance and expiration date.
- 14.1.(b) All material and equipment purchased under the Direct Purchase Program is sold directly to the Owner and is directly to the Owner and is directly invoiced by the vendor or supplier.

- 14.1.(c) The Owner takes title and possession of all materials and equipment purchased under the Direct Purchase Program from the vendor or seller before they are incorporated into the Project.
- 14.1.(d) The Owner assumes all risk of loss on all material and equipment purchased under the Direct Purchase Program. The Contractor cannot be held liable for damage or loss to the material or equipment.
- 14.1.(e) The Owner is responsible for and pays the premiums on all insurance and/or bonding on materials or equipment purchased under the Direct Purchase Program. The Contractor does not share any economic benefits of proceeds from bond or insurance covering risk of damage or loss of the material or equipment.
- 14.1.(f) The Owner makes direct payment to the third party vendor or seller for all purchases from its own funds or accounts for all purchases under the Direct Purchase Program.
- 14.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the purchase orders within a time frame so as not to delay the construction, the Contractor shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a subcontractor's scope of Work, any terms and conditions that the subcontractor deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.
- 14.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Contractor and/or the subcontractor for prices negotiated by the Contractor and/or subcontractor.
- 14.4 The Contractor is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Contractor and the Owner. The system developed by the Contractor shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Contractor shall submit a monthly accounting report of this information with the Contractor's application for payment.

- 14.5 The Contractor shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Contractor remains fully responsible under its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Contractor to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Contractor. Should a delay be incurred that is not the result of the Owner's failure, as stated above, the Contractor shall be held accountable for such a delay. The Contractor, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.
- 14.6 The Contractor shall be responsible for all purchases in the same manner as if the Contractor had purchased the items, inclusive of managing the warranties for the Owner. The Contractor shall cooperate with the Owner and take all action necessary to assure that all warranties with respect to any materials or equipment which may be available from any vendor are passed-through to the Owner.
- 14.7 Modification of the Contract Sum will be made by one (1) change order (or additional change orders in the sole discretion of the Owner) prior to final payment unless the Contract period crosses the Owner's fiscal year, in which case, one (1) change order will occur for each fiscal year, one prior to the close of the first year, and the other during the second fiscal year.
- 14.8 The Contractor and its surety hereby agree that the performance bond penal amount shall be unaffected by any direct purchase deductive change order which is made pursuant to this program.
- 14.9 The Contractor agrees that its builder's risk insurance coverage amount shall be unaffected by any direct purchase deductive change order implemented pursuant to this program.
- 14.10 Payment shall be directly made by the Owner to the vendor for any Direct Purchases.
- 14.11 To the extent authorized under Florida law, Owner agrees to indemnify and hold harmless Contractor, its subcontractors and suppliers of and from any claims, liability, or responsibility to the State of Florida for any action the State may take against any of them for the payment of any sales or

use taxes as a result of Owner's direct purchase of such materials, supplies or equipment.

- 14.12 The Owner shall have the sole option to require the vendor to include a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and Contractor. The cost of the supply bond shall be included in Contractor's GMP.
- 14.13 The Owner agrees to make payments by the 15th of the month providing the Contractor processes the invoices and delivers same to the Facilities Division by the 20th of the preceding month.
- 14.14 Owner shall not withhold retainage on any payments made to the vendor.

## ARTICLE 15 – TERMS

- 15.1 Limitation of Liability. The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.
- 15.2 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise.
- 15.3 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.
- 15.4 Entire Agreement. This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.

15.5 Binding Effect. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefits of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.

15.6 Notices. All notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) by delivering the same in person to such party, (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

If to Owner: Facilities Planning & Construction  
The School District of Indian River County, Florida  
6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967  
Telephone: 772-564-5017

Contractor: Ag-Scape Services  
1344 33<sup>rd</sup> Avenue SW  
Vero Beach, FL 32968  
772-473-1072 – Phone  
772-778-5196 – Fax  
Attn: Shane Barry, President

By giving the other party at least 15 days written notice, each party shall have the right to change its address and specify as its new address any other address in the United States of America.

- 15.7 Waiver. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.
- 15.8 Captions. The headings used for the various portions of this Agreement and the Construction Documents are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope or the intent of this Agreement, any section of this Agreement, or any section of the Contract Documents.
- 15.9 Severability. In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.
- 15.10 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges are available under any provision of this Agreement to any party, is in addition to and cumulative of any and all rights, powers, remedies, benefits and privileges available to such party under all other provisions of this Agreement, at law or in equity.
- 15.11 Approval. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.
- 15.12 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.
- 15.13 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties or any third party, or

cause any party to be responsible in any way for the debts and obligations of the other party.

- 15.14 No Construction Against Drafter. Each of the parties have been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.
- 15.15 Third Party Beneficiary. This Agreement has been made and entered into for the sole protection and benefit of the Owner, and its respective successors, and no other person or entity shall have any right or action under this Agreement.
- 15.16 No Assignments. This Agreement is for the personal services of the Contractor, and may not be assigned by the Contractor in any fashion, whether by operation of law or by conveyance of any type, including without limitation, transfer of stock in the Contractor, without the prior written consent of the Owner, which consent the Owner may withhold in its sole discretion.
- 15.17 Force Majeure. With regard to the performance under this Agreement, a party shall not be deemed to be in default of this Agreement, or have failed to comply with any term or conditions if, for reasons beyond the parties reasonable control, including without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible and diligently pursues such performance.
- 15.18 Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Florida. Except for a suit in federal court, Indian River County, Florida shall be the proper place of venue for all suits to enforce this Agreement. Any legal proceeding arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Indian River County, Florida, or if appropriate, the United States District Court for the Southern District of Florida. Notwithstanding any other provision of the Contract Documents, the Owner does not agree to, nor shall the parties, arbitrate in any matter whatsoever any issue arising out of this Agreement, the Contract Documents or the performance thereof. The Owner does not agree to pay attorneys' fees to the prevailing



party in connection with a dispute arising out of this Agreement or the Contract Documents.

- 15.19 Waiver of Jury Trial. The parties expressly waive the right to a jury trial.
- 15.20 Dispute Resolution. Prior to initiating any litigation arising out of the Agreement, the parties to submit the dispute to non-binding mediation by a mediator who is certified in Florida in an effort to resolve disputes in an expedient manner. Each party shall bear their own attorneys' fees, and the cost of the mediator shall be split between the parties.
- 15.21 Right to Enter this Agreement. Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performances and obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligation under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.
- 15.22 Conduct While on School Property. The Contractor acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and subject to the administrator or designee. It will be considered a breach of this Agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health, and well-being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.
- 15.25 Owner Transfer of Interest. If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Contractor arising from this Agreement shall automatically transfer to such third party without the necessity of a written document or consent from the Contractor.

15.26 Public Entity Crime Information Statement and Debarment – Section 287.133(2)(a) of the Florida Statutes states: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within a five-year period preceding the issuance of RFP **#2013-16** been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within a five-year period preceding the issuance of RFP **#2013-16** had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs (a) – (d) above, with respect to Contractor or its principals.

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

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

15.30 Compliance with Federal Grant Requirements. If made applicable by the use of federal grant funds in the Project or any other requirement as set out below, Contractor and its subcontractors shall comply with the following enactments, rules, regulations and orders:

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3).

Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 701 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

#### **ARTICLE 16 - PROJECT SIGNAGE**

CONTRACTOR shall furnish and erect 1 signs at the Project site as directed by the PROJECT MANAGER. CONTRACTOR may install signage at the site subject to approval by the PROJECT MANAGER.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ARCHITECT on their behalf.

OWNER: **SCHOOL BOARD OF INDIAN RIVER COUNTY**

CONTRACTOR: **AG-SCAPE SERVICES**

By \_\_\_\_\_  
School Board Chairman

By \_\_\_\_\_

Attest: \_\_\_\_\_  
Superintendent  
(SEAL)

Attest: \_\_\_\_\_  
(CORPORATE SEAL)

Address for giving notices  
1990 25<sup>th</sup> Street  
Vero Beach, FL 32960

Address for giving notices  
1344 33<sup>RD</sup> Avenue SW  
Vero Beach, FL 32968

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

License No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_  
School Dist. Attorney

\_\_\_\_\_  
(If CONTRACTOR is a  
corporation, attach evidence of  
authority to sign.)

## **Exhibit A**

### **Owner Direct Material/Equipment Purchase Program**

1. The Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

Any equipment, materials or supplies directly purchased by the Owner that are included in the Subcontractor's contract shall be referred to as Owner-Purchased Materials and the responsibilities of both Owner and Subcontractor relating to such Owner-Purchased Materials shall be governed by the terms and conditions of the procedures. The Owner will own and hold full title to all Owner-Purchased Materials.

2. Material suppliers shall be selected by the Subcontractor awarded the subcontract.

The Subcontractor has included the price for all construction materials in his bid. Owner Purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

3. Subcontractor shall provide Contractor a list of all intended suppliers, vendors, and material men for consideration as Owner-Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.
4. Upon request from Contractor, and in a timely manner, Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the Owner and the Contractor, to specifically identify the materials which Owner had, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:
  - A. The name, address, telephone number and contact person for the material supplier.
  - B. Manufacturer or brand, model or specification number of the item.

- C. Quantity needed as estimated by the Subcontractor.
- D. The price quoted by the supplier for the materials identified therein.
- E. Any sales tax associated, with such quote.
- F. Delivery dates as established by Subcontractor.

Subcontractor shall include reference to any terms and conditions which have been negotiated with the vendors; i.e., payment terms, warranties, retainage, etc.

Such Purchase Order Requisition Forms are to be submitted to Contractor's designated representative no less than fifteen (15) days prior to the need for ordering such Owner-Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that, such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.

5. After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Orders for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. Owners Purchasing Director or his designated representative shall be the approving authority for the Owner on Purchase Orders in conjunction with Owner-Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner-Purchased Materials on the delivery dates provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite.
6. In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the Owner, through the Contractor, one or more deductive Change Orders, referencing the full value of all Owner-Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in Subcontractor's bid to Contractor.



7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site.
9. As Owner-Purchased Materials are delivered to the jobsite, the Subcontractor and the Contractor, as County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The Subcontractor shall assure that each delivery of Owner-Purchased materials is accompanied by adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor, as Owner's Representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the Owner through the Contractor for payment. The invoice shall be thereupon furnished to the Finance Department for processing and payment in the manner as all other Osceola School District invoices are processed. The Owner shall have the right to assign personnel to verify and audit the accuracy of all Director Purchase Documents.
10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the work and instead shall promptly notify the vendor of the defective or non-

conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Contractor, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to County resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or no-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.

11. The Subcontractor shall maintain records of all Owner-Purchased Materials it incorporates into the work from the stock of Owner-Purchased Materials in its possession. The Subcontractor shall account monthly to the Owner, through the Contractor, for any Owner-Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials which have been incorporated into the work.
12. The Subcontractor, as the Owner's agent, shall be responsible for obtaining and managing all warranties and guarantees for all material and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.
13. Notwithstanding the transfer of Owner-Purchased Materials by the Owner to the Subcontractor's possession, the Owner shall retain title to any and all Owner-Purchased Materials.
14. The transfer of possession of Owner-Purchased Materials from the Owner to the Subcontractor shall constitute a bailment for the mutual benefit of the Owner and the Subcontractor. The Owner shall be considered the bailor and the Subcontractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials shall be considered returned to the Owner for the purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. All Owner-Purchased Materials shall be stored at the construction site.
15. The insurance purchased and maintained by the Contractor shall be sufficient to protect against any loss of or damage to Owner-Purchased Equipment, Materials or Supplies. Such insurance shall cover the full value of any Owner-Purchased Materials not yet incorporated into the Project from the time the Owner first takes title. The Owner shall be named as an Additional Insured Party on such policies of insurance. The

Owner will bear the costs of all Payment and Performance Bonds and Owner's Insurance including Builder's Risk Insurance as a reimbursable expense to the Contractor. The Owner as an additional named insured on the Contractor's Builder's Risk Insurance and, in the event of damage or destruction to the Owner-Purchased Materials, the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction.

16. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner-Purchased Materials when such delay is a result of the failure of the Subcontractor's performance.
17. On a monthly basis, Subcontractor shall be required to review invoices submitted by all suppliers of Owner-Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon Subcontractor's records of material delivered to the site and any defects in such materials.
18. In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the Owner, through the Contractor, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered, and remitted directly to the supplier. The Subcontractor agrees to assist the Owner to immediately obtain a partial or final release of lien waiver as appropriate.
19. The Owner's direct purchase of equipment, materials or supplies, as provided herein does not relieve the Contractor or any Subcontractor of any obligation required pursuant to the contract or subcontract pertaining to the performance of work, except as to the Owner's obligation to make direct payments to such vendors and may reduce the bonds to the extent permitted by Section 255.05, F.S.

## **AGREEMENT**

This AGREEMENT entered into on June 25, 2013, by and between THE SCHOOL BOARD OF INDIAN RIVER COUNTY, Vero Beach, Florida, hereafter referred to as the "SCHOOL BOARD" and THE ECONOMIC OPPORTUNITY COUNCIL OF INDIAN RIVER COUNTY, INC., HEADSTART PROGRAM, hereafter referred to as "HEADSTART".

### **WITNESSETH**

For and in consideration of the mutual covenants contained herein, the parties of this contract agree as follows:

1. A total of three (3) concreteable classrooms owned by Head Start and are currently located on School District property as follows: two (2) classrooms at the Citrus Elementary, 2771 Citrus Road, Vero Beach, FL 32968 and one (1) classroom at Highlands Elementary, 500 20th Street SW, Vero Beach, FL 32962. The concreteable classroom buildings are subject to annual inspections for code compliance by both the Fire Department and the School District's Building Department.
2. The SHOOOL BOARD's School Readiness Resource Teacher will act as a liaison between the two parties and will have input on curriculum development and programming.
3. This agreement can be dissolved by either party by so advising the other party of the agreement in writing and by certified mail ninety (90) days prior to the date of termination.
4. This agreement shall be conceived for all purposes under the laws of the state of Florida and may not be changed, modified, altered or amended, except by an instrument in writing signed by the parties to this agreement. If any provision of this agreement is declared void, such provision shall be deemed severed so that all of the remaining terms and provisions of the agreement shall otherwise remain in full force and effect.

The **SCHOOL BOARD** agrees to:

1. Invite the personnel assigned to the program to participate in all school functions, training, and staff meetings.

**HEADSTART** agrees to:

1. HEADSTART shall provide a comprehensive preschool readiness program that provides the following services to economically disadvantaged preschoolers: health, dental, nutrition, education, which includes eleven (11) mandated domains, and family engagement. The program operates in conjunction with the Indian River School District calendar. The program provides opportunities for parent to attend training and monthly meetings. The meetings are scheduled in the evening of each month from September through May. No other activities outside the HEADSTART Program will occur without prior Superintendent approval.
2. Pay for any additional improvements needed on the school's property in order for the site to meet DCF and SREF requirements.
3. Pay the actual cost for utilities.
4. Arrange for janitorial services at the cost of HEADSTART.
5. Arrange for the upkeep, maintenance and repairs of the concreteable classrooms as well as correction of code compliance issues identified by annual inspections at the cost of HEADSTART.
6. HEADSTART shall notify immediately the Superintendent, school Principal or designee at each site in case of any emergency.

**AGREEMENT, PAGE 2**  
**School Board of Indian River County, Florida and**  
**HEADSTART Program**

7. Arrange for telephone services at the cost of HEADSTART.
8. HEADSTART shall provide the staff, teaching materials, supervision of staff, and administration of the program.
9. HEADSTART Shall indemnify and hold harmless the School district, School Board, its officers, agents, and employees from any and all claims and causes of action against this School District, School Board, its officers, agents and employees, arising out of the performance of this agreement by HEADSTART.
10. HEADSTART shall maintain during the term of this Agreement commercial general liability insurance to apply on a primary basis with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$ 100,000 Any 1 fire
Medical expense	\$ 10,000 Any 1 person

As evidence of such coverage, HEADSTART shall furnish the SCHOOL BOARD with a Certificate of Insurance naming the School District of Indian River County as Additional Insured. An additional insured endorsement must be attached to the certificate of insurance naming the School District of Indian River County as Additional Insured. General Liability policy should include a waiver of subrogation.

11. HEADSTART shall Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights of 1964, Section 504 of the Rehabilitation Act of 1973, as amended (Non-discrimination against the Handicapped) and Americans with Disabilities Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this contract for breach.
12. HEADSTART shall comply with Section 1012.465, Florida Statutes that all Noninstructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet Level 2 screening requirements as described in s. 1012.32, F.S. Contractual Personnel shall include any vendor, individual or entity under contract with the school board. The Superintendent has the right to immediately remove any HEADSTART employee from the property in the event student or staff health, welfare or safety is jeopardized.
13. At the end of the term or if no longer used for (60 days), or if the agreement is dissolved (hereafter "termination of agreement") the SCHOOL BOARD shall be given the right of first refusal to purchase the concreteable at their fair market value. If the SCHOOL BOARD does not exercise its right of first refusal within 90 days of termination of agreement, HEADSTART shall move the concreteable at its own expense.

**This Agreement is effective from the date of approval by the School Board through June 30, 2017.**

**AGREEMENT, PAGE 3**  
**School Board of Indian River County, Florida and**  
**HEADSTART Program**

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

**SCHOOL BOARD OF INDIAN RIVER COUNTY**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
School Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ECONOMIC OPPORTUNITY COUNCIL OF INDIAN RIVER COUNTY, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive Director (*type or print name*)

\_\_\_\_\_  
Secretary (*type or print name*)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**School District of Indian River County  
Purchasing Department**

**Quote Tabulation**

Quote No.: 52-13

Description: Thermal Energy Storage at SRHS

Quote Due By: June 11, 2013 at 2:00 p.m.

*Mid-State Mechanical*

*Florida Mechanical*

Item/description	Qty.	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Base Bid		607,000	795,341			
Alt. 1 Replace existing 2 and 3 way AHU and FCU control valves with Belimo PICCV valves		32,302	49,333			
Alt. 2 Reuse existing AHU and FCU control valves, repair or replace if needed. Replace all circuit setters with FDI autoflow valves to maintain GPM's. Provide new auto flow valves where circuit setters do not exist for any existing AHU and FCU's.		14,739	40,158			
Alt. 3 Provide pricing for roof panel systems over ice tank area only. Pricing for roof system over pumps and Hx to be included in base bid		38,692	42,561			

Witness: *Rob Chuma*

Date: *6-11-13*

Witness: *Deane Herman*

Date: *6-11-13*

RC

**REVISED BID SUMMARY PAGE**

ITEM 1 Cost of project as per specifications, terms, conditions, submittals from Trane, project manual and engineered drawings and Addendums I, II and III.

**Base Bid Written** --Six hundred seven thousand -- dollars

\$ 607,000.00 (includes performance & payment bond)

**Alternate 1** Replace existing 2 and 3 way AHU and FCU control valves with Belimo PICCV valves

\$ 32,302.00

**Alternate 2** Reuse existing AHU and FCU control valves; repair or replace if needed. Replace all circuit setters with "FDI" autoflow valves to maintain GPM's. Provide new auto flow valves where circuit setters do not exist for any existing AHU's or FCU's.

\$ 14,739.00

**Alternate 3** Provide pricing for roof panel system over ice tank area only. Pricing for roof system over pumps and Hx shall be in base.

\$ 38,692.00

Acknowledgement of Addenda

Addendum I	yes	<u>x</u>	no	<u>      </u>
Addendum II	yes	<u>x</u>	no	<u>      </u>
Addendum III	yes	<u>x</u>	no	<u>      </u>

  
 \_\_\_\_\_  
 Authorized Signature (Manual)

Robert Fields  
 \_\_\_\_\_  
 Authorized Signature (Type or Printed)

President  
 \_\_\_\_\_  
 Title

06/11/13  
 \_\_\_\_\_  
 Date

COMPANY NAME Mid-State Mechanical of Vero Beach, Inc.  
 STREET ADDRESS 3825 71st Street  
 CITY / STATE / ZIP Vero Beach FL 32967  
 TELEPHONE (772) 567-3102 FAX (772) 778-8548  
 EMAIL sales@midstatemech.com

School District of Indian River County

52-13 Thermal Energy Storage at CHMS

**REVISED BID SUMMARY PAGE**

ITEM 1 Cost of project as per specifications, terms, conditions, submittals from Trans, project manual and engineered drawings and Addendums I, II and III.

Base Bid Written: Seven Hundred Ninety Five Thousand Three Hundred Forty One dollars

\$ \$795,341.00 (Includes Bond)

Alternate 1 Replace existing 2 and 3 way AHU and FCU control valves with Belimo PICCV valves

\$ \$49,333.00 (Forty Nine Thousand Three Hundred Thirty Three)

Alternate 2 Reuse existing AHU and FCU control valves; repair or replace if needed. Replace all circuit setters with "FDI" autoflow valves to maintain GPM's. Provide new auto flow valves where circuit setters do not exist for any existing AHU's or FCU's.

\$ \$40,158.00 (Forty Thousand One Hundred Fifty Eight)

Alternate 3 Provide pricing for roof panel system over ice tank area only. Pricing for roof system over pumps and Hx shall be in base.

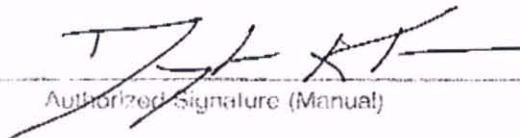
\$ \$42,561.00 (Forty Two Thousand Five Hundred Sixty One)

Acknowledgement of Addenda

Addendum I yes  no  Dated May 28, 2013

Addendum II yes  no  Dated May 29, 2013

Addendum III yes  no  Dated May 31, 2013

  
\_\_\_\_\_  
Authorized Signature (Manual)  
HVAC Estimator  
\_\_\_\_\_  
Title

Douglas "DK" Kline  
\_\_\_\_\_  
Authorized Signature (Type or Printed)  
June 11, 2013  
\_\_\_\_\_  
Date

COMPANY NAME Florida Mechanical LLC  
STREET ADDRESS 3615 Fiscal Court  
CITY - STATE - ZIP Riviera Beach, FL 33404  
TELEPHONE 561-863-3606 ext 24 FAX 561-842-6871  
EMAIL estimating@flamech.com / tutt@flamech.com

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Work Request No. \_\_\_\_\_  
Sec.00, Twp 31 S, Rge 37 E

# UNDERGROUND EASEMENT (BUSINESS)

This Instrument Prepared By

Name: Frank S. Cuccurese, PSM  
Co. Name: Carter Assoc., Inc.  
Address: 31708 21<sup>st</sup> Street  
Vero Beach, Fl. 32960

Parcel  
I.D. 3137000009000000000.1  
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 6/11

pg 1 of 2.

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit FPL to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for FPL's communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered in the presence of:

Entity Name

\_\_\_\_\_  
(Witness' Signature)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
(Witness)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Witness' Signature)

Print Address: \_\_\_\_\_

Print Name: \_\_\_\_\_  
(Witness)

STATE OF \_\_\_\_\_ AND COUNTY OF \_\_\_\_\_. The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification, and who did (did not) take an oath.  
(Type of Identification)

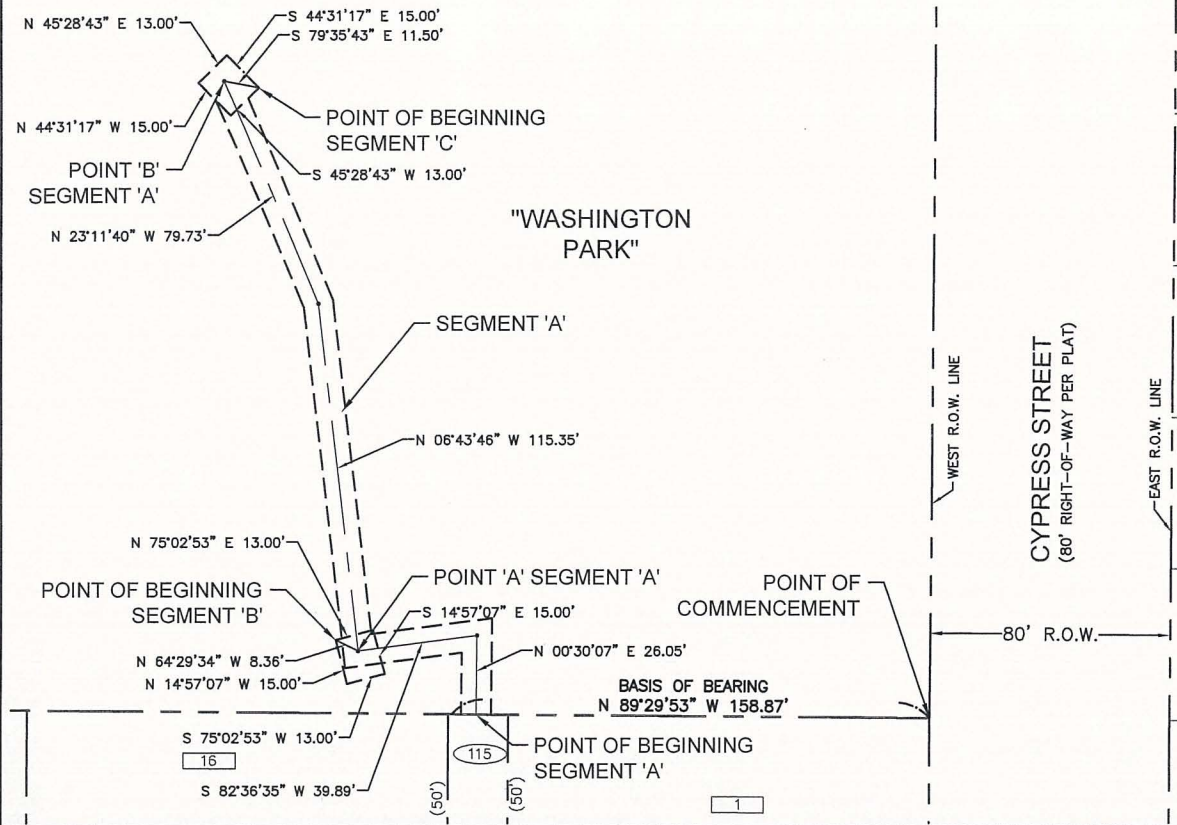
My Commission Expires:

\_\_\_\_\_  
Notary Public, Signature

Print Name \_\_\_\_\_



EXHIBIT "A"



DESCRIPTION OF FLORIDA POWER AND LIGHT (FPL) UTILITY EASEMENT:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 115, ALSO BEING THE SOUTH EAST CORNER OF "WASHINGTON PARK" OF TOWN OF FELLSMERE AS RECORDED IN PLAT BOOK 2, PAGES 3 AND 4, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. RUN ALONG THE NORTH LINE OF SAID BLOCK 115 NORTH 89°29'53" WEST, A DISTANCE OF 158.87 FEET TO THE POINT OF BEGINNING OF SEGMENT 'A', ALSO BEING A CENTERLINE OF A TEN FOOT WIDE UTILITY EASEMENT, SAID CENTERLINE BEING FIVE FEET EACH SIDE OF THE FOLLOWING:

NORTH 00°30'07" EAST A DISTANCE OF 26.05 FEET, THENCE SOUTH 82°36'35" WEST A DISTANCE OF 39.89 FEET TO POINT 'A', SEGMENT 'A', THENCE NORTH 06°43'46" WEST A DISTANCE OF 115.35 FEET, THENCE NORTH 23°11'40" WEST A DISTANCE OF 79.73 FEET TO POINT 'B' AND THE TERMINUS OF SEGMENT 'A'.

THENCE RETURNING TO POINT 'A' OF SEGMENT 'A' RUN NORTH 64°29'34" WEST, A DISTANCE OF 8.36 FEET, TO THE POINT OF BEGINNING OF SEGMENT 'B', THENCE RUN NORTH 75°02'53" EAST, A DISTANCE OF 13.00 FEET, THENCE RUN SOUTH 14°57'07" EAST, A DISTANCE OF 15.00 FEET, THENCE RUN SOUTH 75°02'53" WEST, A DISTANCE OF 13.00 FEET, THENCE RUN NORTH 14°57'07" WEST A DISTANCE OF 15.00 FEET AND THE TERMINUS OF SEGMENT 'B'.

THENCE RETURNING TO POINT 'B' OF SEGMENT 'A' RUN SOUTH 79°35'43" EAST, A DISTANCE OF 11.50 FEET TO THE POINT OF BEGINNING OF SEGMENT 'C', THENCE RUN SOUTH 45°28'43" WEST, A DISTANCE OF 13.00 FEET, THENCE RUN NORTH 44°31'17" WEST, A DISTANCE OF 15.00 FEET, THENCE RUN NORTH 45°28'43" EAST, A DISTANCE OF 13.00 FEET, THENCE RUN SOUTH 44°31'17" EAST, A DISTANCE OF 15.00 FEET AND THE TERMINUS OF SEGMENT 'C'.

THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR PROLONGED TO MEET AT ANGLE POINTS AND LOT LINES.

THE ABOVE NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.

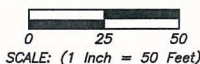
CONTAINING 2,786.37 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- NO SEARCH WAS MADE OF THE PUBLIC RECORDS BY THIS FIRM OR SURVEYOR FOR RIGHTS-OF-WAY, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF RECORDS.
- ANY EXISTING IMPROVEMENTS, FOUNDATIONS AND UNDERGROUND UTILITIES WERE NOT OBSERVED OR RECORDED FOR THIS SKETCH AND DESCRIPTION.
- BEARINGS SHOWN ARE BASED UPON NAD83/2007 FLORIDA EAST ZONE. THE BEARING OF N.89°29'53"W. ALONG THE NORTH LINE OF BLOCK 115 OF THE PLAT OF THE TOWN OF FELLSMERE AS BASED ON PAST BOUNDARY SURVEY BY CARTER ASSOCIATES, INC.
- THIS MAP IS A SKETCH AND DESCRIPTION ONLY. A BOUNDARY SURVEY WAS NOT PERFORMED TO DELINEATE THE BOUNDARY LIMITS OF THE DESCRIBED DRAINAGE EASEMENT.
- THE DESCRIPTION SHOWN HEREON WAS DEVELOPED BY THE PROFESSIONAL SURVEYOR AND MAPPER WITH THE AID OF THE PROPOSED ENGINEERS SITE PLAN.

LEGEND

- (P) PLAT DATA
- O.R.B. OFFICIAL RECORD BOOK
- R.O.W. RIGHT OF WAY
- I.R.C. INDIAN RIVER COUNTY
- FL. FLORIDA
- PG. PAGE
- 14 LOT NUMBER DESIGNATION
- 101 BLOCK NUMBER DESIGNATION



CERTIFIED TO:  
 FLORIDA POWER AND LIGHT COMPANY  
 SCHOOL DISTRICT OF INDIAN RIVER COUNTY

FRANK S. CUCCURESE, FL. PSM 4765  
 C.A.I. LB. 205 SIGNATURE DATE: 6/17/2013



**CAI** Surveying Florida  
 1708 21st STREET, VERO BEACH, FL 32960  
 TEL: (772) 562-4191 FAX: (772) 562-7180  
 Page 2 of 2

DATE: 06-14-2013  
 PROJ.#: 10-04E  
 DRAWN BY: DJM  
 APPD BY: FSC  
 PLOT BY: Domenico Miele  
 REF.#: 15423-C3  
 F.B. & PG.:

**SKETCH AND DESCRIPTION**  
 SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 SITUATED IN PART OF BLOCK 101 OF  
 THE PLAT OF TOWN OF FELLSMERE, FLORIDA  
**FPL EASEMENT**

**SHEET**  
 2 of 2  
 Dwg. #: 19486-A

Action I - 6/25/2013

S:\P10\04E Fellsmere Easement\1004E FELLSMERE.dwg, Elec-Eas-E-1161622

# Construction Management at Risk

**Agreement Between Owner And Construction Manager**

**PROJECT NAME/LOCATION**  
**SDIRC #**

**CONSTRUCTION MANAGER**

**ARCHITECT / ENGINEER**



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



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

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **School Board of Indian River County**, hereinafter called the **Owner**, and \_\_\_\_\_, 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 " \_\_\_\_\_ " 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.

The general intent of the Contract Documents is to include all items necessary for the proper execution and completion of the scope of the Work by the Construction Manager. All Work mentioned or indicated in the Contract Documents shall be performed by the Construction Manager as part of this Agreement unless it is specifically indicated in the Contract Documents that such Work is to be done by others. In the event the Drawings or the Specifications disagree in themselves or with each other, the Construction Manager shall provide the better quality or better quantity of Work unless otherwise directed by a written addendum to the Agreement. In the event of discrepancies among the Contract Documents, the documents shall be construed according to the following priorities:

- Highest Priority- GMP Amendment
- Second Priority- Amendments to drawings and specifications – later date to take precedence
- Third Priority- Construction Management Agreement
- Fourth Priority- Specifications
- Fifth Priority- Drawings
- Sixth Priority- Request for Qualifications Solicitation Document and all addenda, and all written proposals and responses from Construction Manager.

This Agreement shall not be superseded by any provisions of the Construction Documents 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 “\_\_\_\_\_” necessary to build the component parts identified in **Exhibit B**.

Owner The School Board of Indian River County. The entity that will occupy, use and own the Project upon substantial completion is the School Board 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 Board of Indian River County, based on approval of each payment by the School Board of Indian River County.

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

Construction Manager

Architect/Engineer

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 \$ \_\_\_\_\_ (ENTIRE PROJECT), 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  
At the same time that the Guaranteed Maximum Price (GMP) is submitted to the Owner, 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:

- (1) 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.
- (2) 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- Preconstruction Services

- (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 2.2.

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 Subcontractor; 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 lead 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 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 Cost of the Project as defined in Article 9 plus the Construction Manager’s fees defined in Article 8.

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

- (a) 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.
- (b) 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.
- (c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (d) 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.
- (e) If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
  - 1. 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

- 2. 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:
  - (i) 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.

- (ii) 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 Subcontractors 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 Subcontractor 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 the printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors as a direct cost item.

(10) Job Site Administration

As part of the General Conditions as defined in 8.1.3, the Construction Manager shall provide job site administrative functions during construction. Job site administration includes holding, in conjunction with the Architect-Engineer, job meetings with the frequency of meetings to be determined by the Owner, but in no case less than on 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. Maintain a submittal log with the status of all due submittals including their projected submittal date, projected approval date, actual submittal date, review status, actual approval date, and any other information pertinent to plan the project.
- (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. The Architect-Engineer will prepare a list of unsatisfactory items during the completion inspection that will be known as the punchlist. Upon receipt of the Architect-Engineer's punchlist, the Construction Manager shall have 30 days to remedy all items, at which time Final Completion will be issued. See the Section 18.9 for Liquidated Damages concerning the failure to attain Substantial Completion or Final Completion by the prescribed date. 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 that must be reviewed and approved by the Owner. 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) Project 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 2.3(10)(h thru j) and 2.3(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 Owner Occupancy per 6.2 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.

(14) No city or county permits or inspection fees are required on school property. The Owner will pay costs of any impact, pollution control, any and all state and

federal environmental permits including but not limited to clean water act permits, or connection fee charged to cover costs of central plants and main trunk line. When the Contract Documents require connection from the Work into utility lines or streets, the Construction Manager shall pay all costs of such connections, regardless of whether Work is done by the Construction Manager or by the utility supplier. Permits for such Work may need to be coordinated by the Designer for permit application.

- (15) In-progress inspections by city or county officials or their inspectors are not required on school property. State certified inspectors or representatives employed by the Owner will check for compliance with applicable codes and monitor the course of construction on the Owner's behalf. This inspector may call to the Construction Manager's attention, Work which is considered to be not in accordance with the Drawings and Specifications, and therefore unacceptable. The Construction Manager will either repair or replace such construction, or appeal to the Designer for a ruling. The Designer will be the final authority as to acceptability of Work, and the inspector will not by inference, be accepting Work on the Designer's behalf. The inspector may from time to time request changes in the Work which will enhance the job or remove an undesirable condition. In such instances, the Owner's request will be in writing to the Construction Manager through the Designer.
- (16) Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner. Trade discounts, rebated, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner and the Construction Manager shall make provisions so they can be secured.
- (17) The Construction Manager shall obtain and deliver promptly to the Designer any occupancy permit and any certificates of final inspection of any part of the Construction Manager's Work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, and air compressors, which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Designer shall be a condition precedent to substantial completion of the Work unless the certificates stated herein are withheld for reasons that are neither the fault nor the negligence of the Construction Manager.
- (18) Accounting Records and Audit
  - (a) The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants or other duly authorized representatives or agents shall be afforded access to the Construction Manager's records, books, correspondence, instructions, Drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Project for audit purposes, and the Construction Manager shall preserve these records, documents and data for a period of four years after final payment, or for such longer period as may be required by law. The Construction Manager shall require all of its Subcontractors likewise to retain such records, documents and data. If the Construction Manager

receives notification of a dispute or the commencement of litigation regarding the Project within this four-year period, the Construction Manager shall continue to maintain all Project records until final resolution of the dispute or litigation.

- (b) Upon seven calendar days' written notice, from the date of this Agreement to the last date described in Article 2.3(18)(a), the Construction Manager shall make its records available during normal business hours to the Owner or its authorized representative(s). Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy the Construction Manager's records at the Owner's reasonable expense, within adequate work space at the Construction Manager's facilities. Such rights to inspect, examine, review and copy shall extend to the records and documentation of Subcontractors. Failure by the Construction Manager to supply substantiating records shall be reason to exclude the related costs from amounts which might otherwise be payable by the Owner to the Construction Manager pursuant to this Agreement.
  - (c) If at any time, Owner conducts an audit of Construction Manager's records and documentation and finds that Construction Manager overcharged Owner, Construction Manager shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater than \$10,000.00, Construction Manager shall pay to Owner the Overcharged Amount and the Audit Amount which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of Construction Manager. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Manager with regard to the Project or under any other agreement between Construction Manager and Owner. If such amounts owed Construction Manager is insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Manager hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.
  - (d) This Article 2.3.18, "Accounting Records and Audit," including all access, inspection, and copying, auditing, reimbursement and repayment rights shall survive the termination of this Contract.
- (19) The Construction Manager is solely responsible for reviewing and comparing the Contract Documents with each other and shall immediately report to the Designer any and all errors, inconsistencies or omissions. In the event the Construction Manager performs any Work with the knowledge that it involves an error, inconsistency or omission in the Contract Documents, the Construction Manager shall be responsible for such erroneous, inconsistent, or omitted Work. The Construction Manager is also responsible for taking such field measurements

as are necessary in order to verify field conditions and to compare such field measurements and conditions with the Contract Documents. Any and all errors, inconsistencies or omissions shall be immediately reported to the t Designer.

- (20) The Construction Manager shall be solely responsible for supervising and directing the Work, and shall have sole responsibility for determining appropriate construction means, methods, techniques, sequences and procedures, and for coordinating the Work under the Contract Documents. The Construction Manager shall be solely responsible to the Owner for the acts and omissions of all entities or persons performing or supplying any portion of the Work for which the Construction Manager has contracted.
- (21) The Construction Manager is not relieved of its obligations to perform the Work in accordance with the Contract Documents by any activity of the Designer, unless such change to the Work has been reduced to writing and executed by the Owner.
- (22) The Construction Manager hereby warrants to the Owner that all materials and equipment furnished under the Agreement will be of good quality and new, and that the Work performed will be free from any and all defects and will be in conformity with the requirements of the Contract Documents. All Work not conforming to these requirements may be declared defective by the Owner. If requested, the Construction Manager shall furnish evidence to the satisfaction of the Owner of the quality of the materials and equipment supplied. The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law. Prior to Final Payment the Construction Manager shall procure and deliver to the Designer and Owner all special warranties required by the Contract Documents. Construction Manager will provide a warranty for all work and materials for 1 year from Final Completion.
- (23) In requesting approval of deviations or substitutions, the Construction Manager shall provide evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the Designer or Owner, the evidence presented by the Construction Manager does not provide a sufficient basis for such reasonable certainty, the Designer may reject such substitution or deviation without further investigation. The Designer shall not unreasonably reject the request of the Construction Manager.
- (24) The contract documents are intended to produce a building of consistent character and quality of design. All components of the building including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the building. The Designer shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the project, as well as for their intrinsic merits. The Designer will not approve as equal to materials specified proposed substitutes which, in the Designer's opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes the Construction Manager shall, if required by the Designer, furnish the



substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.

- (25) The Construction Manager shall pay all applicable sales, consumer, use and similar taxes for the Work which are legally required.
- (26) The Construction Manager shall employ a competent superintendent who shall be the Construction Manager's representative, reasonably acceptable to the Owner, and necessary assistants who shall be in attendance at the Project Site full time during the progress of the Work until the date of substantial completion, and for such additional time thereafter as the Owner and Construction Manager both agree to be necessary for the expeditious completion of the Work. The Construction Manager shall remove the superintendent if requested to do so in writing by the Owner, and shall promptly replace her/him with a competent person reasonably acceptable to the Owner.
- (27) The Construction Manager shall establish the building grades, lines, levels, column, wall and partition lines required by the various Subcontractors in laying out their Work.
- (28) The Construction Manager shall arrange for and attend job meetings with the Designer, Owner and such other persons as the Designer and Owner may from time to time wish to have present. The Construction Manager shall be responsible for recording and distributing meeting minutes. The Construction Manager shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the Construction Manager's own superintendent. An authorized representative of any Subcontractors or sub-Subcontractors shall attend such meetings if the representative's presence is required by the Designer or Owner. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change order, time schedules, manpower and construction change directive, unless the above listed items require approval by the Owner. Any notices required under the Agreement may be served on such representatives.
- (29) The superintendent as designated by the Construction Manager and accepted by the Owner and Designer shall not be reassigned from the job prior to final completion, except with the approval of the Owner.
- (30) The Construction Manager shall be required to prepare a schedule of submittals for the Designer's approval which is coordinated with the construction schedule, allowing sufficient time for Designer review. The submittals shall reference progress schedule dates for installation and Specification section. The Owner shall be provided with one copy of the accepted schedule of submittals for the Owner's records.
- (31) The Construction Manager shall review, approve and submit to the Designer any and all shop drawings, product data, samples and any other similar submittals which are required by the Contract Documents, and allow a reasonable amount of time for review by the Designer, without impacting the Work schedule. The



Construction Manager shall not perform any part of the Work relating to the shop drawings, product data, samples or any other similar submittals, until such items have been approved by the Designer.

- (32) The Designer's approval of any shop drawing, product data, sample or other similar submittal does not in any way relieve the Construction Manager of responsibility for deviations from the requirements of the Contract Documents. Further, the Construction Manager shall not be relieved of responsibility for any errors or omissions in the shop drawings, product data, samples or any other similar submittals simply by the Designer's approval. In the event a deviation is requested, the Construction Manager shall specifically identify the deviation in writing to the Designer at the time of the submittal and the Designer is required to respond in writing to approve the specified deviation.
- (33) By approving and submitting shop drawings, product data, samples, and similar submittals, the Construction Manager represents that the Construction Manager has determined and verified all dimensions, quantities, field dimensions, relations to existing Work, coordination with Work to be installed later, coordination with information on previously accepted shop drawings, product data, samples, or similar submittals and verification of compliance with all the requirements of the contract documents. The accuracy of all such information is the responsibility of the Construction Manager.
- (34) When professional certification of performance criteria of materials, systems or equipment is required by the contract documents, the Owner shall be entitled to rely upon such certifications, and neither the Owner nor the Designer shall be expected to make any independent examination with respect thereto.
- (35) The right of possession of the premises and the improvements made thereon by the Construction Manager shall be retained at all times by the Owner. The Construction Manager's right to enter arises solely from the permission granted by the Owner under the Contract Documents. The Construction Manager shall confine the Construction Manager's equipment, the storage of materials and the operations of the Construction Manager's workmen to the Project site and according to the directions of the Designer, and shall not unreasonably encumber the premises with the Construction Manager's materials.
- (36) The Construction Manager shall keep the premises, the surrounding area and property free from all waste, construction debris, or trash. At the completion of the Work, the Construction Manager shall remove all tools, construction equipment, machinery and surplus materials. In the event the Construction Manager fails to keep the premises, surrounding area and property in a clean condition, the Owner may do so and charge the cost back to the Construction Manager.
- (37) Immediately prior to the Designer's inspection for substantial completion, the Construction Manager shall completely clean the premises utilizing a licensed cleaning service. Concrete and ceramic surfaces shall be cleaned and washed. Resilient coverings shall be cleaned, waxed and buffed. Woodwork shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces.

Hardware and all metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the Construction Manager at the Construction Manager's expense.

### **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. The Owner's Project Representative who shall act as OWNER'S PROJECT MANAGER is \_\_\_\_\_ who is a School District employee. The Owner's Project Manager has the authority to approve matters contemplated in this Agreement where the monetary impact is within the Owner approved Contingency.
- 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 to the Construction Manager any and all existing surveys describing physical characteristics, legal limitations and utility locations for the Project, and a written legal description of the Site. The surveys and legal descriptions may include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.
- 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.
- 3.14 Testing Owner shall provide independent testing laboratories and provide the necessary testing of materials to ensure conformance to contract requirements.
- 3.15 The Owner shall retain a competent registered professional engineer or registered land surveyor who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated Work such as, but not limited to, roads, utilities and site grading. The engineer or land surveyor shall certify the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries. The engineer or land surveyor shall provide to the Owner certified as-builts at the completion of the project.
- 3.16 The Owner has the right to perform construction work related to the Project with the Owner's own employees, or by contracting with other individuals or entities. The Owner shall be responsible for coordination of activities of Owner's own employees or of any separate Construction Managers, with the Work performed by the Construction Manager. The Construction Manager shall cooperate or participate with any separate Construction Manager and the Owner in reviewing and coordinating construction schedules.
- 3.17 The Construction Manager shall not interfere with either the Owner or any separate Construction Manager's ability to store materials and equipment, or perform construction work. In the event the Construction Manager's Work depends upon, or connects to, the construction by the Owner or any separate Construction Manager, the Construction Manager is required, prior to proceeding with that portion of the Work, to immediately report to the Designer any and all discrepancies or defects which would render it unsuitable for continuation of the Work. In the event the Construction Manager fails to

report, such failure shall be deemed an acceptance of the Work performed by the Owner or separate Construction Manager by the Construction Manager and that the Work is fit and proper.

#### **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 ensure that the following information has been provided 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.

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 2.3(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 Subcontractor's 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 Subcontractor 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 Subcontractor, 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 Board of Indian River County. Determination of final completion and acceptance shall be approved by the School Board 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 2.3(12) hereinabove. Warranty 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 may be decreased in proportion to the percent of the work completed at the request of the Owner. 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 – During the Design Phase, the Construction Manager will perform Preconstruction duties as outlined in 2.2. The Construction Manager's compensation for work or services performed during the Design Phase will be a fee not to exceed \$\_\_\_\_\_. Any portion of the Design Phase Fee that remains unused at the commencement of the Construction Phase will be retained by the Owner.
- 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 shall be compensated the cost of the salaries of all personnel assigned to the project. The Construction Manager shall provide to the Owner for review and approval, a list of all onsite personnel that will be assigned the project and the percentage of their time that will be allocated to the project. The Construction Manager's Phase Fee during the Construction Phase shall be a fee of \$\_\_\_\_\_. (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 Monthly payments of \$\_\_\_\_\_ each, for \_\_\_\_\_ Months. 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 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.
- (2) 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.

8.1.3 General Conditions General Conditions shall be included in the Construction Manager's Fee. The Construction Manager shall provide a list of General Conditions to the Owner for approval. Upon approval the following General Conditions will be included in the Construction Manager's fee for services during the Construction Phase:

- (a) General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.
- (b) Those services set forth in Article 2.3(9)(a).
- (c) Job office supplies to include paper, pencils, paper clips, file folders, staples, etc. and janitorial supplies (photo copy or blue print paper not included).
- (d) Cost of utilities such as water, sewer, temporary toilets and holding tanks, telephone, and internet connection.
- (e) Health and safety items such as drinking water, required first aid kits, required fire extinguishers, and pest control.
- (f) Required cleanup during the project and final cleanup at the completion of the project.

8.1.4 Overhead and Profit for Construction Phase Overhead and Profit for services provided during and related to the Construction Phase as included in Article 9 shall be \_\_\_\_\_, (Overhead and Profit may be a lump sum or may be calculated as a percentage applied to the Cost of the Work) 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 8.1.2(1).

8.1.5 Except as provided elsewhere, compensation shall not be paid to the Construction Manager for:

- (a) Salaries and other compensation of the Construction Manger's personnel stationed at the Construction Manager's principal office or offices other than the site office.
- (b) Expenses of the Construction Manager's principal office and offices other than the site office.
- (c) Off-site overhead and general expenses.
- (d) The Construction Manager's capital expenses, including interest on the Construction Manger's capital employed for the Work,
- (e) Any costs not specifically and expressly described in this Article.

## **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 multiplier 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. Payment for stored materials will be made only at the approval of the Owner.
- (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) Costs 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 Subcontractors or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.
- (6) Sales, taxes, 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.
- (7) 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.
- (8) 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) Cost incurred due to an emergency affecting the safety of persons and property.
- (10) 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.
- (11) 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.
- (12) 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.
- (13) 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 for efficient logistical control of the site, including horizontal and vertical transportation materials and personnel. Also, costs for adequate storage and parking space.
- (18) 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.
- (19) 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 Board 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 Subcontractor may be paid the entire amount due when such payment is generally the practice of the industry. At 50% completion, the Owner shall 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 19.6, hereinafter.
- 12.2 FINAL PAYMENT. Final payment of the GMP will be made after the Architect certifies that the Work is complete, Owner's representatives complete their final acceptance report, the School District's Building Official completes the final inspection and a "certificate of occupancy" is issued. . Final Payment to the Construction Manager requires School Board approval in accordance with Florida Statute 1013.50. It is understood and agreed, that final payment will not be withheld if a certificate of final inspection is issued by the Owner's Uniform Building Code Inspector, or if any other government agency refuses to give final acceptance for any reason other than the failure of the Construction Manager to complete the Work in accordance with the Contract Documents. Further, neither final payment nor any remaining Retainage shall be paid to the Construction Manager until the Architect has received an affidavit in a form sufficient to the Owner that all indebtedness in connection with the performance of the Work for which the Owner or the Owner's property may be held liable or encumbered, have been fully paid or otherwise satisfied; a certification in a form acceptable to the Owner which establishes that all required insurance will remain in full force and effect after final payment and will not be cancelled or allowed to expire until at least 30 days prior written notice has been provided to the Owner; consent of the surety to final payment; and any



other certifications reasonably required by the Owner establishing full payment or satisfaction of any obligations. In the event the Construction Manager fails to furnish such certifications as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Construction Manager as a condition of final payment and at the Construction Manager's expense, to furnish a bond in a form and amount satisfactory to the Owner to indemnify the Owner against such liens or claims. The one year warranty period for the work will begin at Owner Occupancy. Warranty will be for all workmanship, material, and equipment except for Owner insured damages.

- 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 Subcontractors 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.

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

- 13.1 The parties agree that 1% of the total compensation paid to the CONSTRUCTION MANAGER for performance of this Agreement shall represent the specific consideration for the CONSTRUCTION MANAGER'S indemnification of the OWNER as is set forth in the General Conditions and Contract Document.
- 13.2 It is the specific intent of the parties hereto that the indemnification below complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 13.3 CONSTRUCTION MANAGER shall indemnify and hold harmless the OWNER, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSTRUCTION MANAGER and persons employed or utilized by the CONSTRUCTION MANAGER in the

performance of this construction contract. Regardless of the foregoing the indemnification herein shall be the greater of the CONSTRUCTION MANAGERS insurance coverage for such claim or One million dollars, whichever is greater.

- 13.4 The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Construction Manager shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Construction Manager's rights and obligations under a subcontract.
- 13.5 Construction Manager's Insurance Construction Manager shall include all Subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates provided by each Subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of Subcontractor's Certificates at any time. If Construction Manager does not verify Subcontractor's insurance as described above, Owner has the right to withhold payments to the Construction Manager until the requirements have been met.
- 13.5.1 The Construction Manager shall deliver the required bonds and proofs of insurance to the Owner prior to the commencement of any Work, and in no event any later than 10 days after the execution of this Agreement.
- 13.5.2 The Construction Manager shall, throughout the performance of its services under this Agreement and throughout the term of this Agreement maintain and provide to the Owner the insurance coverages listed in this Article. The insurance policies shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. The Construction Manager shall provide insurance that may not be reduced, terminated, or cancelled unless 30 days prior written notice thereof is furnished to the Owner. Certificates of insurance and copies of all policies (if required by the Owner) shall be furnished to the Owner within 10 days after the execution of this Agreement. In the event of any cancellation or reduction in insurance coverage, the Construction Manager shall obtain substitute coverage, without any lapse of coverage whatsoever. The insurance policies shall name the Owner, the Owner's representatives, and the officers, directors, agents, employees and assigns of the Owner as additional insured (except for the professional liability and worker's compensation insurance).
- 13.5.3 The Owner may, in its sole discretion, procure and pay for the required Builders Risk insurance for the Project. In the event Owner elects to procure and pay for the Builders Risk insurance for the Project, the Construction Manager shall cooperate with Owner and provide any requested information for the procurement of the Builders Risk insurance.
- 13.5.4 The insurance required from the Construction Manager in this Article shall include all major divisions of coverage, and shall be on a commercial general basis including premises and operations (including X-C-U), Independent Construction Manager Hired Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or others set forth in the Contract Documents, whichever is greater. All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a

claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.

13.5.5 The Construction Manager shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

13.5.6 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operation (including X-C-U as applicable)
2. Independent Construction Manager's Hired
3. Products and Completed Operations
4. Personal Injury Liability
5. Construction Manager liability including the provision for Construction Manager's obligation of indemnification and hold harmless
6. Owned, non-owned and hired motor vehicles
7. Broad Form Property Damage including Completed Operations

13.5.7 The insurance required by this Article shall be written for not less than the following, or greater if required by law.

1. Workers' Compensation:
  - (a) State: As required by Chapter 440, Florida Statutes
  - (b) Applicable Federal (e.g. Longshoremen's Statutory)
  - (c) Employer's Liability: \$500,000.00
2. Commercial General Liability (including Premises Operations; Independent Construction Manager Hired; Products and Completed Operations; Broad Form Property Damage):
  - (a) Bodily Injury:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000
  - (b) Property Damage:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
  - (c) Products and Completed Operations to be maintained for one year after final payment
  - (d) Property Damage Liability Insurance shall provide S, C or U Coverage as applicable
3. Contractual Liability:
  - (a) Bodily Injury:

aggregate per policy of not less than \$2,000,000.

(b) Property Damage:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.

4. Personal Injury, \$1,000,000.00 per claimant; with an annual general aggregate per policy of not less than \$2,000,000

5. Commercial Automobile Liability: The State of Florida has no fault automobile insurance requirements. The Construction Manager shall be certain coverage is provided which conforms to any specific stipulation in the law.

(a) \$1,000,000.00 per incident or occurrence combined single limit for bodily injury and property damage; with an annual general aggregate per policy of not less than \$2,000,000.

13.5.8 The Construction Manager shall procure property insurance for any portion of the Work stored off Site or in transit, and the cost for such shall be borne by the Construction Manager.

13.5.9 Boiler and Machinery Insurance. The Construction Manager shall purchase and maintain boiler and machinery insurance if applicable to the Contract Documents. This insurance shall remain in full force and effect until final acceptance of the insured items by the Owner.

13.5.10 Performance and Payment Bonds. The Construction Manager shall furnish bonds covering the faithful performance of the Agreement and payment of any and all obligations arising under the Agreement as required by Florida law. Upon request, the Construction Manager shall furnish a copy to any person or entity requesting a copy. Such bonds shall be in conformance and compliance with sec. 255.05, Florida Statutes, and shall contain the information and provisions set forth in the referenced section. Pursuant to sec. 255.05, the Construction Manager shall record the performance and payment bonds in the public records of Indian River County, Florida. The Construction Manager shall provide the recorded copy of the bonds to the Owner.

13.5.11 Insurance as Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Construction Manager, its Subcontractors, sub-Subcontractors, material suppliers, employees, or agents to the Owner or others. Any remedy provided to the Owner, or the Owner's officers, employees, agents or assigns, by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

13.5.12 No Waiver by Approval/Disapproval. Neither approval by the Owner nor failure to disapprove the insurance furnished by the Construction Manager shall relieve the Construction Manager of its full responsibility to provide the insurance as required by this Agreement.

13.6 Waiver of Subrogation

- 13.6.1 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-Subcontractor.
- 13.6.2 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-Subcontractor.
- 13.6.3 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.
- 13.6.4 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.

The venue for all actions against the Owner shall be made in Indian River County, Florida.

- 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 Architect determines that the Work or designated portion thereof as defined in the Contract Documents is substantially complete, the Architect shall issue a Certification of Substantial Completion which establishes: the date of substantial completion; the "Substantial Completion Punch List", which establishes a single list providing feedback to the Construction Manager on non-conforming work, or work requiring further quality adjustments and must be developed within 30 calendar days of the date of substantial completion and delivered to Construction Manager within 5 calendar days thereafter; the date the Construction Manager will have completed all items on the Substantial Completion Punch List, and such other items as the Architect and Owner deem appropriate. The Certificate of Substantial Completion shall be executed by the Architect, Construction Manager and Owner. The Construction Manager will promptly engage in completing the Substantial Completion Punch List within 10 days of its issuance.

The Construction Manager agrees to the Punch List developed herein and process. Regardless of the foregoing, nothing herein shall alter the responsibility of the 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 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 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 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. Regardless of the foregoing, nothing herein shall require the Owner to reduce retainage to the 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 will not be enough for the Owner to complete the Project or cover its damages as a result of the Construction Manager's breach or default or for any other reason, or there is a good faith dispute by Owner against the Construction Manager 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.

**ARTICLE 18**  
**TAX EXEMPT OWNER DIRECT MATERIAL/EQUIPMENT PURCHASE PROGRAM**

18.1 The Owner shall appoint the Construction Manager as the Owner's authorized representative with respect to any matter arising out of the purchase orders under this program. The Construction Manager will cooperate fully with the Owner with respect to the implementation of a tax exempt direct material/equipment purchase program involving the direct purchase of various construction materials, supplies and equipment that is currently part of this Contract. The Owner shall obtain, with the assistance of the Construction Manager, the proper authorization from the State of Florida in the form of a Technical Assistance Advise ment (TAA).

The Owner Direct Purchase Program is attached hereto as Exhibit "AA," controls the Direct Purchase Program for the Project. The Direct Purchase Program will be operated in accordance with the following provisions:

- (a) The Owner will issue its own purchase orders directly to the third party vendor or supplier of material and equipment purchased under the Direct Purchase Program. The purchase order will be accompanied by the Owner's Exemption Certificate which includes its name, address, and the exemption number with issuance and expiration date.
- (b) All material and equipment purchased under the Direct Purchase Program is sold directly to the Owner and is directly invoiced by the vendor or supplier.
- (c) The Owner takes title and possession of all materials and equipment purchased under the Direct Purchase Program from the vendor or seller before they are incorporated into the Project.
- (d) The Owner assumes all risk of loss on all material and equipment purchased under the Direct Purchase Program. The Construction Manager cannot be held liable for damage or loss to the material or equipment.
- (e) The Owner is responsible for and pays the premiums on all insurance and/or bonding on materials or equipment purchased under the Direct Purchase Program. The Construction Manager does not share any economic benefits of proceeds from bond or insurance covering risk of damage or loss of the material or equipment.
- (f) The Owner makes direct payment to the third party vendor or seller for all purchases from its own funds or accounts for all purchases under the Direct Purchase Program.

- 18.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the purchase orders within a time frame so as not to delay the construction, the Construction Manager shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a Subcontractor's scope of Work, any terms and conditions that the Subcontractors deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.
- 18.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Construction Manager and/or the Subcontractor for prices negotiated by the Construction Manager and/or Subcontractor.
- 18.4 The Construction Manager is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Construction Manager and the Owner. The system developed by the Construction Manager shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Construction Manager shall submit a monthly accounting report of this information with the Construction Manager's application for payment.
- 18.5 The Construction Manager shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Construction Manager remains fully responsible under its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Construction Manager to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Construction Manager. Should a delay be incurred that is not the result of the Owner's failure, as stated above, the Construction Manager shall be held accountable for such a delay. The Construction Manager, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.
- 18.6 The Construction Manager shall be responsible for all purchases in the same manner as if the Construction Manager had purchased the items, inclusive of managing the warranties for the Owner. The Construction Manager shall cooperate with the Owner and take all action necessary to assure that all warranties with respect to any materials or equipment which may be available from any vendor are passed-through to the Owner.
- 18.7 Modification of the Contract Sum will made by on (1) change order (or additional change orders in the sole discretion of the Owner) prior to final payment unless the Contract period crosses the Owner's fiscal year, in which case, one (1) change order will occur for

each fiscal year, one prior to the close of the first year, and the other during the second fiscal year.

- 18.8 The Construction Manager and its surety hereby agree that the performance bond penal amount shall be unaffected by any direct purchase deductive change order which is made pursuant to this program.
- 18.9 The Construction Manager agrees that its builder's risk insurance coverage amount shall be unaffected by any direct purchase deductive change order implemented pursuant to this program.
- 18.10 Payment shall be directly made by the Owner to the vendor for any Direct Purchases.
- 18.11 To the extent authorized under Florida law, Owner agrees to indemnify and hold harmless Construction Manager, its Subcontractors and suppliers of and from any claims, liability, or responsibility to the State of Florida for any action the State may take against any of them for the payment of any sales or use taxes as a result of Owner's direct purchase of such materials, supplies or equipment.
- 18.12 The Owner shall have the sole option to require the vendor to include a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and Construction Manager. The cost of the supply bond shall be included in Construction Manager's GMP.
- 18.13 The Owner agrees to make payments by the 15th of the month providing the Construction Manager processes the invoices and delivers same to the Facilities Division by the 20th of the preceding month.
- 18.14 Owner shall not withhold Retainage on any payments made to the vendor.

## **ARTICLE 19 MISCELLANEOUS**

- 19.1 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.
- 19.2 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.
- 19.3 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 Construction Manager will be responsible for any deficiencies found, as well as the Auditor's fees.

19.4 Construction Manager's Payment Rights The Owner agrees to pay within 25 business days, providing the Construction Manager processes the application for payment and delivers same to the Facility Division Bookkeeping Department, as the single point of contact. The Owner will not withhold payment without proper and adequate justification.

19.5 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." By signing this Agreement, Construction Manager certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within a five-year period preceding the issuance of RFQ #\_\_\_\_\_ been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within a five-year period preceding the issuance of RFQ #\_\_\_\_\_ had one or more public transactions (federal, state or local) terminated for cause or default.

Construction Manager agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) – (d) above, with respect to Construction Manager or its principals.

19.6 Fiscal Funding This Contract is subject to fiscal appropriation and is subject to fiscal funding out in accordance with Florida Law.

19.7 Liquidated Damages Time is of the essence in the performance of the Work under the Contract Documents. The Owner and Construction Manager agree that the losses

suffered by Owner, if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Construction Manager acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as said Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Construction Manager fail to achieve Certificate of Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, the sum of \$0.00 for each calendar day thereafter until substantial completion is achieved and \$0.00 for each calendar day thereafter until Certificate of Final Inspection is achieved. Should the Construction Manager achieve Certificate of Substantial Completion of the Work within the Contract Time but fail to achieve Certificate of Final Inspection of the Work within its Contract Time, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, the sum of \$0.00 for each calendar day thereafter until Certificate of Final Inspection of the Work is achieved. Construction Manager hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Construction Manager fails to achieve Substantial Completion or Final Inspection of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Construction Manager fails to achieve either Substantial Completion or Final Inspection of the Work within the Contract Time.

- 19.8 Background Screening Requirement for Construction Managers The Construction Manager agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Construction Manager or its personnel providing any services under the conditions described in the previous sentence. The Construction Manager shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Construction Manager and its personnel. The parties agree that the failure of the Construction Manager to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Construction Manager agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Construction Manager's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes. Construction Manager shall require each of Construction Manager's subcontractors on the project to agree, in writing, to the provisions of this paragraph.
- 19.9 Defining Terms. Unless otherwise noted, the terms used in the Agreement shall have their ordinary and customary meanings as used in the industry.



- 19.10 Limitation of Liability. The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Construction Manager shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Construction Manager's rights and obligations under a subcontract.
- 19.11 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise.
- 19.12 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.
- 19.13 Entire Agreement. This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.
- 19.14 Binding Effect. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefits of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.
- 19.15 Notices. All notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) by delivering the same in person to such party, (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

If to Owner:

Facilities Division  
The School District of Indian River County, Florida  
1990 25<sup>th</sup> Street  
Vero Beach, FL 32960



Construction Manager: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By giving the other party at least 15 days written notice, each party shall have the right to change its address and specify as its new address any other address in the United States of America.

- 19.16 Waiver. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.
- 19.17 Captions. The headings used for the various portions of this Agreement and the Construction Documents are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope or the intent of this Agreement, any section of this Agreement, or any section of the Contract Documents.
- 19.18 Severability. In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.
- 19.19 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges are available under any provision of this Agreement to any party, is in addition to and cumulative of any and all rights, powers, remedies, benefits and privileges available to such party under all other provisions of this Agreement, at law or in equity.
- 19.20 Approval. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.
- 19.21 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.
- 19.22 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties or any third party, or cause any party to be responsible in any way for the debts and obligations of the other party.

- 19.23 No Construction Against Drafter. Each of the parties have been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.
- 19.24 Third Party Beneficiary. This Agreement has been made and entered into for the sole protection and benefit of the Owner, and its respective successors, and no other person or entity shall have any right or action under this Agreement.
- 19.25 Force Majure. With regard to the performance under this Agreement, a party shall not be deemed to be in default of this Agreement, or have failed to comply with any term or conditions if, for reasons beyond the parties reasonable control, including without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible and diligently pursues such performance.
- 19.26 Waiver of Jury Trial. The parties expressly waive the right to a jury trial.
- 19.27 Dispute Resolution. Prior to initiating any litigation arising out of the Agreement, the parties to submit the dispute to non-binding mediation by a mediator who is certified in Florida in an effort to resolve disputes in an expedient manner. Each party shall bear their own attorneys' fees, and the cost of the mediator shall be split between the parties.
- 19.28 Right to Enter this Agreement. Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performances and obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligation under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.
- 19.29 Conduct While on School Property. The Construction Manager acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and subject to the administrator or designee. It will be considered a breach of this Agreement for any agent or employee of the Construction Manager to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health, and well being of any student or employee of the School Board. The Construction Manager agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

- 19.30 Owner Transfer of Interest. If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Construction Manager arising from this Agreement shall automatically transfer to such third party without the necessity of a written document or consent from the Construction Manager.
- 19.31 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.
- 19.32 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.
- 19.33 Compliance with Federal Grant Requirements. If made applicable by the use of federal grant funds in the Project or any other requirement as set out below, Construction Manager and its subcontractors shall comply with the following enactments, rules, regulations and orders:

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3).

Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 701 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

\_\_\_\_\_

By: \_\_\_\_\_

Title: President \_\_\_\_\_

Witness:

By: \_\_\_\_\_

**SCHOOL BOARD OF INDIAN RIVER COUNTY**

By: \_\_\_\_\_

Title: Board Chairman \_\_\_\_\_

Witness:

By: \_\_\_\_\_

Title: Superintendent \_\_\_\_\_

## **Exhibit AA**

### **Owner Direct Material/Equipment Purchase Program**

1. The Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

Any equipment, materials or supplies directly purchased by the Owner that are included in the Subcontractor's contract shall be referred to as Owner-Purchased Materials and the responsibilities of both Owner and Subcontractor relating to such Owner-Purchased Materials shall be governed by the terms and conditions of the procedures. The Owner will own and hold full title to all Owner-Purchased Materials.

2. Material suppliers shall be selected by the Subcontractor awarded the subcontract.

The Subcontractor has included the price for all construction materials in his bid. Owner Purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

3. Subcontractor shall provide Construction Manager a list of all intended suppliers, vendors, and material men for consideration as Owner-Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.

4. Upon request from Construction Manager, and in a timely manner, Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the Owner and the Construction Manager, to specifically identify the materials which Owner had, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:

- A. The name, address, telephone number and contact person for the material supplier.
- B. Manufacturer or brand, model or specification number of the item.
- C. Quantity needed as estimated by the Subcontractor.
- D. The price quoted by the supplier for the materials identified therein.
- E. Any sales tax associated, with such quote.
- F. Delivery dates as established by Subcontractor.

Subcontractor shall include reference to any terms and conditions which have been negotiated with the vendors; i.e., payment terms, warranties, retainage, etc.

Such Purchase Order Requisition Forms are to be submitted to Construction Manager's designated representative no less than fifteen (15) days prior to the need for ordering such Owner-Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that, such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.

5. After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Orders for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. Owners Purchasing Director or his designated representative shall be the approving authority for the Owner on Purchase Orders in conjunction with Owner-Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner-Purchased Materials on the delivery dates provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite.
6. In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the Owner, through the Construction Manager, one or more deductive Change Orders, referencing the full value of all Owner-Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in Subcontractor's bid to Construction Manager.
7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site.
9. As Owner-Purchased Materials are delivered to the jobsite, the Subcontractor and the Construction Manager, as County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The

Subcontractor shall assure that each delivery of Owner-Purchased materials is accompanied by adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's Representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Finance Department for processing and payment in the manner as all other Indian River School District invoices are processed. The Owner shall have the right to assign personnel to verify and audit the accuracy of all Director Purchase Documents.

10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the work and instead shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Construction Manager, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to Owner resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or non-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.
11. The Subcontractor shall maintain records of all Owner-Purchased Materials it incorporates into the work from the stock of Owner-Purchased Materials in its possession. The Subcontractor shall account monthly to the Owner, through the Construction Manager, for any Owner-Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials which have been incorporated into the work.
12. The Subcontractor, as the Owner's agent, shall be responsible for obtaining and managing all warranties and guarantees for all material and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.
13. Notwithstanding the transfer of Owner-Purchased Materials by the Owner to the Subcontractor's possession, the Owner shall retain title to any and all Owner-Purchased Materials.
14. The transfer of possession of Owner-Purchased Materials from the Owner to the Subcontractor shall constitute a bailment for the mutual benefit of the Owner and the Subcontractor. The Owner shall be considered the bailor and the Subcontractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials shall be considered returned to the Owner for the purposes of its bailment at such time as they are



incorporated into the Project or consumed in the process of completing the Project. All Owner-Purchased Materials shall be stored at the construction site.

15. The insurance purchased and maintained by the Construction Manager shall be sufficient to protect against any loss of or damage to Owner-Purchased Equipment, Materials or Supplies. Such insurance shall cover the full value of any Owner-Purchased Materials not yet incorporated into the Project from the time the Owner first takes title. The Owner shall be named as an Additional Insured Party on such policies of insurance. The Owner will bear the costs of all Payment and Performance Bonds and Owner's Insurance including Builder's Risk Insurance as a reimbursable expense to the Construction Manager. The Owner as an additional named insured on the Construction Manager's Builder's Risk Insurance and, in the event of damage or destruction to the Owner-Purchased Materials, the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction.
16. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner-Purchased Materials when such delay is a result of the failure of the Subcontractor's performance.
17. On a monthly basis, Subcontractor shall be required to review invoices submitted by all suppliers of Owner-Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon Subcontractor's records of material delivered to the site and any defects in such materials.
18. In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the Owner, through the Construction Manager, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered, and remitted directly to the supplier. The Subcontractor agrees to assist the Owner to immediately obtain a partial or final release of lien waiver as appropriate.
19. The Owner's direct purchase of equipment, materials or supplies, as provided herein does not relieve the Construction Manager or any Subcontractor of any obligation required pursuant to the contract or subcontract pertaining to the performance of work, except as to the Owner's obligation to make direct payments to such vendors and may reduce the bonds to the extent permitted by Section 255.05, F.S.

**EXHIBIT A**

**CONSTRUCTION TEAM ASSIGNED REPRESENTATIVES**

**OWNER**

**SCHOOL BOARD OF INDIAN RIVER COUNTY  
1990 25<sup>TH</sup> STREET  
VERO BEACH, FL 32960**

**ARCHITECT**

**CONSTRUCTION MANAGER**

**EXHIBIT B**

**OWNER'S CONSTRUCTION BUDGET**

<b><u>ITEM DESCRIPTION</u></b>	<b><u>CONSTRUCTION BUDGET</u></b>
Construction Budget	\$
Planning & Design	\$
Furniture, Fixtures & Equipment	\$
Extraordinary Expenses	\$ _____
<b>Total Owner's Construction Budget</b>	<b>\$</b>

**EXHIBIT C**

**CONSTRUCTION MANAGER'S PERSONNEL**

**ON-SITE SUPPORT STAFF**

**INDIVIDUAL**

**TITLE**

## **EXHIBIT D**

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

**EXHIBIT E**

Notice to Owner that project is ready for final inspections.

**EXHIBIT H**

**CONSTRUCTION MANAGER'S PER DIEM STAFF FOR TIME**

**(EXTENSIONS PER 8.1.2(1) (b))**

**INDIVIDUAL**

**TITLE**

**PERCENTAGE  
AVAILABLE**



**EXHIBIT K**

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

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**Renewal Charter School Contract**

**between**

**The School Board of Indian River County, Florida**

**and**

**North County Charter School, Inc.**



**The School Board of Indian River County**

1990 25th Street • Vero Beach, Florida 32960-3395

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Exhibits

Exhibit A – Charter Application  
Renewal Application

## RENEWAL CHARTER SCHOOL CONTRACT

This Renewal Charter School Contract (“Contract” or “Charter”) is entered into this 25<sup>th</sup> day of June, 2013, between **The School Board of Indian River County, Florida** (“School Board” or “Sponsor”), the contracting body for the School District of Indian River County (the “District” or “School District”) and **North County Charter School, Inc.**, a not-for-profit corporation, organized under the laws of the State of Florida (“Charter School” or “School”) with a principal place of business at 6640 Old Dixie Highway, Vero Beach, Florida 32967.

### RECITALS

**WHEREAS**, the purpose of the School shall be consistent with Section 1002.33, Florida Statutes (the “Charter School Legislation”), and as outlined in the Charter Application; and

**WHEREAS**, the School has submitted a Renewal Application to obtain Renewal Charter to continue operating a Charter School within the School District; and

**WHEREAS**, the core philosophy and purpose of the School is to demonstrate that students can learn at high levels, through an academically rigorous and innovative curriculum that incorporates the development of good character. Essential to the achievement of this mission is the establishment of a community of learning – a community built upon the foundation of academic integrity and personal responsibility. The vision and purpose of the North County Charter School is to demonstrate that students will achieve a high level of academic success when taught: (1.) appropriate reading skills, (2.) the necessary student and organizational skills, and (3.) a strong character building curriculum. Key ingredients to the success of the School will include emphasis on developing strong reading skills (work attack skills, fluency vocabulary development and comprehension, a desire/love for reading) coupled with developing the student into “a good student” with study skills, critical thinking skills, and other “good student” habits, and promoting character development. All students, parents, teachers, administrators and the Board of Directors will be held accountable for the continuous cycle of planning, evaluation, and refinement; and

**WHEREAS**, key components of the School will include high academic achievement, dedicated and professionally competent staff, and the creative involvement of parents/guardians, and School will be held accountable to its Sponsor, students, parents/guardians, and the community at large through a continuous cycle of planning, evaluation and refinement.

**NOW, THEREFORE**, for and in consideration of the foregoing, the parties agree as follows:

**I. General Provisions**

- A. Recitals.** Recitals in the Whereas clauses are incorporated herein and made part of this Contract.
- B. Approved Application.** It is the intent of the parties that this Charter shall constitute the School’s Charter. The original Application was approved by the School Board on August 11, 1998. The renewal application was approved by the School Board on April 9, 2013.
- C. Term.**

  - 1. Effective Date.** This Renewal Charter shall become effective July 1, 2013.
  - 2. Term.** Unless terminated earlier pursuant to §1002.33, Florida Statutes, or pursuant to the terms hereof, this Charter shall cover a term of 15 school years, commencing with the 2013-2014 school year. The Charter shall expire on June 30, 2028.
  - 3. Start-up Date.** The initial opening date for students of the School shall be the same date that school is opened for students for the School District of Indian River County for school year 2013-2014. In all subsequent years of operation, the School will follow the public school calendar adopted by the School Board unless otherwise approved by an amendment to this Charter. The School shall provide instruction for a minimum of 180 days for each school year or the amount required by Florida law. The School may provide instruction for additional days.
  - 4. Modification.** This Charter may be modified during its term by mutual agreement of the parties and any modifications shall be agreed to in writing and executed by both parties.
  - 5. Renewal.** This Charter may be renewed upon mutual consent of the parties and mutual execution of a written renewal in the manner required by law. The School Board may choose not to renew for the grounds listed in paragraph I.E.



**D. Educational Program and Curriculum.**

1. **General.** The Charter School agrees to implement its educational and related programs as specified in the School's Application and renewal application.
  - a. To improve overall academic performance of students through the emphasis on reading achievement, "good student" skill development, and character development. The academic curriculum will be based around a phonics based program designed to meet the individual needs of beginning readers. An integrated reading program within the various subject areas using a thematic approach to instruction coupled with attention to mastery of knowledge and skills will be the basis of the curriculum and the criterion for student advancement. In addition we will expand on its content and use creative and innovative methods of delivery making challenging learning experience for all students.
  - b. Develop lessons to accommodate the learning styles and reading levels of the student. Lessons and/or assignments will provide opportunities for students to discuss, question, analyze, interpret, compare and contrast, and draw inferences. Creative innovative "nontraditional" assignments will be developed by the teaching staff and their support group of community professionals and the Board of Directors, and opportunities to acquire knowledge through the different modalities will be offered on a regular basis. Pre-testing, post-testing, mastery tests, and norm referenced tests may be used to assist determining planning strategies and content of instruction. Classroom learning will be integrated with onsite, field learning opportunities organized by teachers and local resource partners.
2. **Baseline Standard.** The Charter School agrees to document to the School Board the current baseline standard of student achievement for its students, the outcomes to be achieved, and the method of measurement, which will be mutually agreed upon and identified in the School's Curriculum. Further, it is agree that:

- a. The School will strive to maintain and improve the percentage of 4<sup>th</sup> grade students scoring at or above proficient on the state mandated writing assessment. (current performance is 91% proficient in writing)
  - b. The School will strive to maintain and improve the percentage of students, who have assessment data available for the previous school year, showing a growth of one year or more on the state reading and mathematics assessments. (current performance is 83% in reading and 64% in math)
  - c. The School will strive to maintain and improve the percentage of students, who have assessment data available for the previous year and scoring in the lowest 25%, showing a growth of one year or more on the state reading assessment and the state mathematics assessment. (current performance is 83% proficient in reading and 64% proficient in math)
  - d. The school will utilize assessment materials that are approved by the Florida Department of Education.
  - e. The School will comply with all Florida State curriculum and assessment standards as described by law.
3. **Accountability Criteria.** The methods used to identify the educational strengths and needs of students and the educational goals and performance standards and Student Achievement Objectives. These accountability criteria shall be based upon the School's assessment system and appropriate required statewide assessment programs, as specified in the School Curriculum. Additionally, the School will require the measurement of learning outcomes and create innovative measurement tools by requiring that the School's teaching staff evaluate students through comprehensive and norm referenced assessment tools. Further, the School will submit to additional evaluative instruments such as pre-tests and post-tests. The number of assessment tests, and the frequency of tests, will be determined by the School staff but will be adequate to accurately track the progress of all its students.

**E. Non-Renewal/Cancellation and Termination.**

**1. Non-Renewal Provisions.** During the term of the Charter or any renewal thereof, the School Board may choose to cancel the Charter for any reason as defined in § 1002.33 Florida Statutes and under the Ninety (90) Day Termination procedures in this contract. The following may be grounds for non-renewal or termination:

- a. Failure to participate in the State's education accountability system created in Section 1008.31, Florida Statutes.
- b. Failure to meet the requirements for student performance stated in the Charter.
- c. Failure to meet generally accepted standards of fiscal management, which includes but is not limited to negative fund balance in any governmental fund as reported in a budget or audit report.
- d. Violation of law, or the provisions of this Charter.
- e. Any action by the Charter School that is detrimental to the welfare of the Charter School students and is not timely cured after notice.
- f. Other good cause shown, which shall include, but not be limited to:
  - i. the School's filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment such that the School can no longer operate or is no longer economically viable as determined by Section 218.503, Florida Statutes;
  - ii. failure of the School's annual audit to comply with the requirements specified in this Charter or the School's failure to timely submit financial reports or other reports required by Section 1002.33(9), Florida Statutes, or by this Charter;
  - iii. the School's failure to maintain insurance coverage as described in this Charter;



- iv. the School's violation of any court order;
- v. the School's failure to implement any financial recovery plan approved by the Commissioner of Education pursuant to Section 218.503, Florida Statutes;
- vi. the School's receipt of a finding of financial emergency, pursuant to Section 218.503, Florida Statutes, for two consecutive years, or more than once during any one fiscal year;
- vii. a failure by the School to comply with background screening, including the payment of all associated costs, and other requirements set forth in Section 1002.33(12)(g), Florida Statutes;
- viii. the School's failure to (1) cooperate with representatives of a financial emergency board seeking to inspect and review the School's records, information, reports and assets; (2) consult with representatives of a financial emergency board regarding any steps necessary to bring the School's books of account, accounting systems, financial procedures, and reports into compliance with state requirements; (3) permit the representatives of a financial emergency committee to review the School's operations, management, efficiency, productivity, and financing of functions and operation; or (4) provide periodic progress reports as required by any financial recovery plan issued pursuant to Section 218.503. Florida Statutes;
- ix. the School's failure to allow the Sponsor reasonable access to facilities and records to review data sources, including collection and recording procedures;
- x. the School's failure to timely submit the annual financial audit as required by the Charter School Legislation;
- xi. the School's failure to comply with Chapter 553, Florida Statutes (including Chapter 423 of the Florida Building



Code, where applicable), and the Florida Fire Prevention Code, including reference documents, applicable state laws and rules, and federal laws and rules;

- xii. the School's failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter;

2. **Ninety (90) Day Termination.** At least ninety (90) calendar days prior to renewing, or termination of this Charter, the School Board shall notify the governing board of the Charter School of the proposed action in writing. This written notice shall state in reasonable detail the grounds for the proposed action and that the Charter may be terminated in the sole discretion of the School Board unless the governing board of the Charter School shall request a hearing in accordance with the procedures specified hereinafter.

The hearing procedure shall be as follows: The governing board of the Charter School may request a hearing on the proposal of the School Board to non-renew or terminate this Charter within fourteen (14) calendar days after receiving the School Board's Notice. The request for hearing shall be in writing, served on the Superintendent and the Attorney for the School Board, and the request shall specify the issues that the governing board of the Charter School wishes to address during the course of the hearing. Upon the receipt of a timely written request for a hearing, the School Board shall abate any action to formally terminate or non-renew the Charter until such time as the hearing procedure is completed. The School Board shall conduct the hearing within sixty (60) days of receiving the written request for hearing, and after conducting the hearing, the School Board will make a decision regarding the allegations of default and whether the Charter should be terminated. The hearing will be conducted in accordance with Sections 120.569 and 120.57, Florida Statutes. The Charter School may appeal the decision of the School Board pursuant to procedures specified in the Charter School legislation.

3. **Immediate Termination.** This Charter may be terminated immediately if the School Board sets forth in writing the facts and circumstances indicating that an immediate and serious danger to the health, safety, or

welfare of the students exists (§ 1002.33 Florida Statutes). The governing board of the Charter School may request a hearing on the immediate termination within ten (10) calendar days after receiving the School Board's notice. The request for a hearing shall be in writing, served on the Superintendent and the attorney for the School Board, and the request shall specify the issues that the governing board of the Charter School wishes to address during the course of the hearing. The hearing will be conducted by the School Board in accordance with Sections 120.569 and 120.57, Florida Statutes. The School Board will expedite the scheduling of the requested hearing, and a final order will be issued within sixty (60) calendar days after the date of the request. The School Board shall assume the operation of the school during the pendency of the requested hearing, unless the continued operation of the school would materially threaten the health, safety or welfare of the students in the sole determination and discretion of the School Board, and the Charter School agrees that it will cooperate and will not impede the School Board as it takes such action.

4. **Post Termination Provisions.** Provisions of termination, expiration or non-renewal of the Charter shall be followed in accordance with § 1002.33 Florida Statutes:
  - a. The charter school shall be dissolved.
  - b. All student records, assets, unencumbered funds, facilities, supplies and equipment that have been purchased with public funds owned and not leased by the Charter School or which would otherwise be due and payable or deliverable to the Charter School shall instead be delivered to, retained and owned by the School Board, provided, however, that all capital outlay funds shall be returned as required by law.
  - c. Any property and improvements, furnishings, and equipment purchased with public funds shall automatically revert or transfer as the case may be to full ownership by the School Board (subject to any lawful liens and encumbrances).
  - d. The Charter School is responsible for all debts of the Charter School. The parties acknowledge that the School Board may not assume the debt from any contract made between the Charter

School and a third party, except for a debt that is agreed upon in writing by the School Board to be accepted by it.

- e. Any student who attended the Charter School may apply to and shall be enrolled in another public school within the school district in which such student resides and in accordance with the normal application and enrollment procedures, except that any application deadline shall be disregarded under these circumstances.
- f. The Charter School shall submit all records to the School Board within ten (10) days, unless the records are necessary for providing services to current students which records will be produced at the time of takeover of the Charter School.
- g. During the fiscal year in which termination or nonrenewal occurs, the School Board shall withhold \$12,000.00 from Charter School's FEFP funds to cover the expenses of the final financial audit.

#### **F. Statutory Requirements**

- 1. **Health, Welfare and Safety.** The Charter School shall comply with all applicable federal, state, and local health, welfare, and safety laws.
- 2. **Non-Discrimination.** The Charter School agrees to adhere to a policy of non-discrimination in educational programs and activities and employment practices. It will strive affirmatively to provide equal opportunity for all as required by federal and state law, including but not limited to:
  - a. Title VII of the Civil Rights Act of 1964 (prohibiting discrimination on the basis of race, color, gender, religion or national origin).
  - b. Title IX of the Education Amendments of 1972 (prohibiting discrimination on the basis of gender).
  - c. Age Discrimination Employment Act of 1967 (prohibiting discrimination on the basis of age with respect to individuals who are at least forty years of age).



- d. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination against the disabled).
  - e. Americans with Disabilities Act of 1990 (prohibiting discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications).
  - f. The Family and Medical Leave Act of 1993 (requiring covered employers to provide leave to eligible employees for certain family and medical reasons).
  - g. Florida Educational Equity Act (prohibiting discrimination on the basis of race, gender, national origin, marital status, or disability against a student or employee).
  - h. The Florida Civil Rights Act of 1992 (securing for all individuals in the State of Florida freedom from discrimination because of race, color, religion, gender, national origin, age, disability or marital status).
  - i. Laws providing preference to veterans in employment, including Section 295.07, Florida Statutes.
3. **Charter School Legislation.** The parties agree to comply with the provisions of Section 1002.33, Florida Statutes, as such section shall be amended from time to time, and all other applicable laws and regulations regarding charter schools. If any conflict exists between the provisions of the Application or this Contract and any specific provision of law, then the provisions of the law shall be prevailing. The School shall be bound by amendments to applicable statutes, rules and regulations, as any such amendments take effect.
4. **Ethics in Education.** The Charter School shall comply with ethical conduct for instructional personnel and school administrators as defined in § 1012.01, Florida Statutes.

## II. Academic Accountability

### A. Student Performance: Assessments and Evaluation.

1. **Annual.** The School will annually implement its educational program as specified in the School's approved application (**Exhibit A**), setting forth the Schools' curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure that reading is a primary focus of its annual curriculum and the necessary resources are provided to identify and provide specialized instruction for students who are reading below grade level. The School's curriculum and instructional strategies for reading shall be consistent with the State adopted standards or the standards required by State law, and be grounded in scientifically-based reading research. The School further agrees that its programs and operations shall be nonsectarian and shall ensure that its program is innovative and consistent with the state educational goals.
  - a. **School Improvement Plan (SIP).** The School's Governing Board shall develop a School Improvement Plan ("SIP"), if required by §1002.33, Florida Statutes.
  - b. **Corrective Action.** The School shall comply with all requirements of §1002.33(9)(n), Florida Statutes. The failure to promptly comply with these statutory requirements shall result in the withholding of FTE payments, without penalty of interest, until the violation is cured and constitutes good cause for termination.
  - c. **Annual Assessments.**
    - i. **State-Required Annual Assessments.** The School will annually administer all state-required assessments to its students, within the State timeframe during each year of the term of the Charter. In accordance with the provisions of §1002.33(7)(a)(4), the School will participate in all state assessment programs in which Sponsor's students enrolled in comparable grades/schools participate. To facilitate this participation, the Sponsor will provide consultation in each year by its applicable school district staff and those services/support activities, which are routinely provided to the Sponsor's school district staff regarding implementation of state-required assessment activities (e.g., staff training,

dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting). The School may not assess incoming students in any year using the same assessment instrument that the Sponsor uses in the spring of that year.

**ii. Additional Annual Assessments.** The School, at its discretion and own expense, may use other assessment tools during the term of this Charter that are educationally relevant, sound and consistent with this Charter.

- B. Student Promotion.** The School agrees that its students shall be promoted in accordance with Florida Statutes.
- C. Data Access and Use.** The School agrees to allow the Sponsor reasonable access to its facilities and records to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination as to whether student performance requirements have been met. The School must use the Sponsor's student information system and the Sponsor agrees to provide the School with sufficient access to such student information system. The School agrees to utilize data provided by the Sponsor in its electronic data processing systems pertaining to admissions, registration, and student records. The School shall also use records and grade scales that adequately provide the information required by the Sponsor. If the School chooses to use an alternate grade book system other than the Sponsor's, the Sponsor will not be required to provide any technical support. The Sponsor will provide services/support activities which are routinely provided to the Sponsor's staff regarding implementation of state-required assessment activities (e.g. staff-training, dissemination and collection of materials, monitoring, scoring, analysis and summary reporting). Student performance data for each student in the School, including, but not limited to, FCA T scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Sponsor to the School in the same manner provided to other public schools in the district. Any expense other than for the aforementioned services that is not included as part of the Sponsor's administration fee under §1002.33(20), Florida Statutes, will be the responsibility of the School.
- D. Records and Grading Procedures.** Due to the possibility that students enrolled in the School may return to a district school or transfer to another charter school within the school district, the School will utilize a records and grading scale that is consistent with the Sponsor's current records and grading scales.



- E. State Student Performance Requirements.** The School will be accountable for meeting the state's student performance requirements as required by Florida Statutes.
- F. Annual Accountability Report.** The School shall submit an Annual Accountability Report to the Sponsor by the date specified by the Florida Department of Education each year during the term of this Charter, as required by §1002.33, Florida Statutes. The Annual Accountability Report will be in accordance with the School's governing laws and rules and any Accountability Plan Guidelines adopted by the State- This Annual Accountability Report shall be prepared pursuant to statutory requirements which shall include, but not be limited to, comparative student performance data and information required by § 1008.345, Florida Statutes. In preparing this report, the School agrees to utilize data provided through its participation with the Sponsor pertaining to admissions, registration and student records. After verification of the School's Annual Accountability Report, the Sponsor shall forward it to the Florida Commissioner of Education at the same time as other annual school accountability reports are submitted. The School's Annual Accountability Report shall include information as required by the Florida Department of Education.
- G. School Performance.** The School shall participate in Florida's System for High Quality Schools. In the event the School receives a school grade of "D" or below then the School will be required to select a corrective action option as defined by § 1002.33 Florida Statutes.

### **III. Students**

- A. Eligible Students.** The parties agree that the Charter School shall serve eligible Indian River County students who reside within Indian River County. However, the school may enroll employee's students that reside in another county with the resident's school district approval.

  1. The School further agrees that it will work to achieve a racial/ethnic balance within the range served by other public schools in the District; that it will not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served in English for Speakers of Other Languages (ESOL) programs; and that it shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, The Florida Education Equity Act or any other



anti-discrimination law. The School shall guarantee that its admissions policies shall be nonsectarian.

2. No student will be eligible for enrollment unless the student is in “good standing” with his or her regular school district. A student is not in good standing if the student is subject to expulsion or has been administratively placed in an alternative educational program for disciplinary reasons.

**B. Grades Served.** The School may serve students in grades PreK-5.

**C. Class Size.** The School acknowledges and agrees that it must comply with the class size reduction provisions set forth in § 1002.33 Florida Statutes.

**D. Annual Projected Enrollment.** The School shall provide to the Sponsor its projected FTE enrollment for the upcoming school year by no later than November 15 of the current school year during the term of this Charter.

**E. Annual Capacity Determination.** Maximum school enrollment capacity shall not exceed the maximum capacity established by any applicable certificate of occupancy, certificate of use, fire permit or applicable provision of Article IX, Section 1 of the Florida Constitution or any other law or rule that is applicable to the School.

**F. Enrollment Process.**

1. The School shall be open to any student within Indian River County.
2. The School agrees to enroll any eligible student who submits a timely application. However, if the number of applications exceeds the capacity of a program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random lottery process.
3. Enrollment is subject to compliance with the provisions of §1003.21 and §1003.22, Florida Statutes, concerning school attendance, and school entry health examination and immunizations.

## **G. Record Keeping**

1. The Charter School will maintain both active and archival records for current and former students in accordance with the Florida Statutes and Florida Administrative Code Rule 6A-1.0955.
  - a. All permanent (Category A) records of students leaving the Charter School, whether by graduation, transfer to the public school system, or withdrawal to attend another school, will be transferred to the School Board, IS Department, at 1990 25<sup>th</sup> Street, Vero Beach, Florida 32960-3395. Copy may be retained by the School.
  - b. Records of student's progress (Category B) will be transferred to the appropriate school if a student withdraws to return to the traditional Indian River County Public School System or another school system. The School may retain copies of the departing students' academic records created during the students' attendance at the School.
2. The School will insure that all student records are kept confidential as required by applicable law.
3. The School agrees to report its student enrollment to the School Board as required in Section 1011.62, Florida Statutes, and in accordance with the definitions in Section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The School Board agrees to include the School's enrollment in the District's report of student enrollment. In order to receive full FTE funding, the School shall provide all required information within the same time schedule required for other Indian River Schools. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State for such inaccuracies, errors or omissions, provided the School Board has sent notice to the School of such audit and alleged errors to afford the School the opportunity to challenge or appeal such audit findings.
4. The School Board agrees to utilize its existing automated reporting system to input data required for various reports required by the Department of

Education. The School agrees to provide the necessary data required for input in a format acceptable for transmission to Tallahassee. The data elements shall include the following:

- a. Demographic Information
- b. ESE data
- c. Grade Level Assignments
- d. Required health information
- e. Required Discipline Codes/Incident Data
- f. Daily Attendance
- g. Student Schedules
- h. Teacher Demographics
- i. Master Schedule
- j. ESOL/Migrant Codes
- k. ERW (Entry, Reentry, Withdrawal) Information
- l. Test Scores
- m. Transcripts
- n. Student Lunch Information as Required

The School Board may modify the required data elements and the parties will work cooperatively so that the proper data is transmitted.

5. An annual report from the School will be transmitted to the IS Department, listing all students enrolled during the school year and the disposition of each student's permanent records, i.e., stored on site, transmitted to the School Board or other disposition if appropriate. This report shall be transmitted each year prior to July 1st.



## **H. ESE Students**

1. The School shall comply with all State and Federal guidelines as described in § 1002.33, Florida Statutes. Exceptional students shall be provided with programs implemented in accordance with Federal, State, and local policies and procedures:
  - a. The Individuals with Disabilities Education Act (IDEA) and its implementing regulations.
  - b. Section 504 of the Rehabilitation Act of 1973, and the Indian River County policies and procedures for Section 504.
  - c. Americans with Disabilities Act.
  - d. Florida's Education Equity Act.
  - e. FLDOE Special Programs and Procedures manual and The Indian River County Admission and Placement Manual and its accompanying forms.
  - f. Appropriate sections of the Indian River County Pupil Progression Plan dealing with exceptional students.
  - g. Appropriate sections of the Indian River County Code of Student Conduct dealing with discipline of exceptional students.
2. The programs shall include, but are not limited to, providing the following:
  - a. Non-discriminatory policy regarding placement, assessment identification, and selection.
  - b. Free appropriate public education.
  - c. Individual educational plans ("IEP"). The School will work closely and as early as possible in the planning and development stages with School District staff to discuss the needs of the School's students with disabilities when the nature and severity of the

disabilities is such that education in the regular classes with the use of supplementary aides and services cannot be achieved satisfactorily.

3. The School will follow the School Board's Special Programs and Procedures Document and the Admissions and Placement Manual and forms, with respect to any activity involving referral of students, initial referrals, initial evaluations, reevaluations, transfers in and out, staffing, IEPs, dismissals, reassignments, surrogate parents, procedural safeguards and the due process provisions.
4. The School will comply with IDEA requirements at all times and complete federal and state reports in accordance with the time lines and specifications of the Florida Department of Education.
5. The School will make available the amount of regular education and special education and related services listed on each student's IEP. Also, the School will make available appropriate inclusion environments as may be stated on the student's IEP.
6. The school shall recognize the precedential effect on the School Board of administrative and judicial decisions in ESE due process proceedings and related litigation. Payment of attorney's fees and costs shall be the School's responsibility.

**I. ESOL Students**

1. Students at the School who are of limited proficiency in English will be served by English Speakers of Other Languages (ESOL) endorsed personnel or teachers otherwise in compliance with DOE rules by working towards such ESOL endorsement. The School will meet the requirements of the League of the United Latin American Citizens (LULAC) v. State Board of Education Consent Decree.

**J. Discipline**

1. The School agrees to maintain a safe learning environment at all times. The School shall be guided by Florida state law.

2. A student may be suspended for a disciplinary violation to the extent that suspension is a stated penalty in the code of student conduct in the school's student/parent contract and/or handbook.
3. Behaviors outlined in the School's student/parent contract and/or Handbook are grounds for disciplinary action.
4. The School agrees to comply with the federal Gun Free Schools Act of 1994, and the state's Zero Tolerance regulations, and any other applicable state and/or federal law pertaining to the health, safety, and welfare of students.

**K. Student Dismissal.** No student may be involuntarily dismissed or withdrawn from the School except as permitted by School's policy and/or parent contract. Withdrawal of any student by a parent shall be voluntary and not as the result of coercion on the part of the School staff or any other persons.

**L. Extracurricular Activity.** Students at the School will be eligible for participation in extracurricular activities and athletic opportunities at the School to the extent such programs or sports are offered.

#### **IV. Financial Accountability**

##### **A. Revenue**

###### **1. Basis for Funding.**

- a. **Student Reporting.** The School Board agrees to pay the School for eligible students enrolled in and taught by the School in accordance with the Charter School Legislation, and that have been successfully entered into the School Board's student system. Students enrolled in the School shall be funded as if in a basic program or a special program, the same as students enrolled in other public schools in the District. The School shall report its student enrollment to the School Board as required in Section 1011.62, Florida Statutes. The School Board shall include the School's enrollment in the School Board's enrollment. Total funding for the School will be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted FTE students reported by the School during the FTE student survey periods



designated by the Commissioner of Education. Funding for students enrollment in the School shall be a proportionate allocation of School Board operating funds according to the formulas prescribed by the Department of Education. Whenever the School's students or programs meet the eligibility criteria, the School shall also receive its proportionate share of categorical programs funds included in the FEFP. The School shall provide the School Board with documentation that categorical funds received by the School were expended for purposes for which the categorical funds were established by the Legislature. The School shall not be entitled to monthly payments for students in excess of the number of students set forth in paragraph III.A.1 and the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit (whichever is less). Payments may be withheld if the School's Certificate of Occupancy, Certificate of Use or Fire Permit has expired or has otherwise become invalid. If School owns and operates a bus or buses, transportation funding shall be allocated based on the number of unweighed FTE riding on the School's owned and operated bus(es) that are authorized by the Superintendent, or the Superintendent's designee.

- b. Distribution of Funds.** Distribution of funds to the School shall begin in July 2013. The School Board shall pay the School one-twelfth of the available funds as set forth in IV (A) less the administrative fee within ten working days of receipt by the School Board of a distribution of State or local funds. If payment is not made within ten (10) working days after receipt by the School Board, the School Board shall pay to the School, in addition to the amount of the invoice, interest at the rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) working day period until such time as the payment is made. Payments due the School may be reduced or withheld for failure of the School to comply with the financial reporting requirements of this Charter, after notice and a ten-day cure period. No interest will accrue during such periods for which funds are withheld.
- c. Funding Adjustment.** Total funding shall be recalculated during the school year to reflect actual weighted FTE ("WFTE") students



reported by the School during the FTE student survey periods. Additionally, funding for the School shall be adjusted during the year as follows:

- i. In the event of a State hold back or a proration which reduces district funding, the School's funding will be reduced proportionately.
- ii. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature (as defined in sec. 1011.62(1)(d)3), resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

Should the School Board receive notice of an FTE funding adjustment which is attributable to substantial noncompliance by the School, the School Board shall deduct such assessed amount from the next available payment otherwise due the School. In the event that the assessment is charged near the end of or after the term of the Charter where no further payments are due the School, the School Board shall provide prompt notice to the School and request reimbursement within thirty (30) working days.

**2. Federal Funding.** Any eligible student enrolled in the School shall be provided Federal funds for the same level of service as provided other eligible students in the schools operated by the School Board. The School will comply with all guidelines, requirements and conditions for the receipt of the federal funding as applies to other District schools. Federal funds shall not be advanced to the School, but shall be held by the School Board and reimbursed to the school in accordance with standard procedures of the School Board's purchasing and financial accounting systems.

- a. Any Title 1 funds allocated to the School must be used to supplement the CORE academic subject areas for eligible students participating in the Title I Program. These students will be identified utilizing the Economic Survey conducted annually during the prior fiscal year.

- b. If the School qualifies as an eligible Title I school in Indian River County, the per pupil allocation of Title I funds will correlate with the per pupil allocation of the District.
  - c. Any equipment item purchased with Title I funds costing \$1,000.00 or more, which is classified as Capitalized Audio Visual or Equipment, remains the property of Title I. This property must be identified and labeled for Title I property audits.
  - d. If the School accepts Title 1 funds, at least one percent of the School's budget must be spent in support of parental involvement activities.
  - e. The District Title I staff will provide appropriate technical assistance and support in order to ensure that Title 1 guidelines are being followed at the School and that students are meeting high content and performance standards.
  - f. The District shall apply Federal Indirect Costs on all grants administered by the District and allowable by the federal grant.
3. **Charter School Capital Outlay Funds.** After the Sponsor's certification of a Capital Outlay plan submitted by the School, the Sponsor shall deliver any public capital outlay funds [hereafter "CO Funds"] that are allocated and prorated to the School by the Commissioner of Education within ten (10) working days of the delivery of such funds to the Sponsor by the Commissioner of Education. The property and/or improvements purchased by the School using the CO Funds and any unencumbered CO Funds shall be subject to reversion to the Sponsor pursuant to §§ 1002.33(8)(e) and 1013.62(3), Florida Statutes, and shall automatically revert to full ownership by Sponsor, subject to complete satisfaction of any other lawful liens and encumbrances, upon: (a) the termination or non-renewal of this Charter, or (b) the material breach of this Charter by the School. Any property and improvements, furnishings and equipment purchased without CO Funds or public funds for the school which have not been reimbursed by CO Funds or public funds shall be property of the School should the Charter terminate or not be renewed. However, ownership of an asset shall revert to the Sponsor in the event of termination or non-renewal of this Charter if the School's accounting records fail to clearly establish whether

a particular asset was purchased with CO Funds or public funds or from another funding source. Except as otherwise provided herein and except for any interest conferred upon the Sponsor by applicable law or this Charter and except for other lawful liens or encumbrances, the School shall not rent, hire, or lend any of the property and/or improvements purchased with CO Funds. The Sponsor acknowledges that the facilities leased with CO Funds may be leased by the School for community and educational services for use when School is not in session. If the School leases such facilities to third persons as provided herein, any funds paid pursuant to such lease shall be the property of the School. The parties agree that a failure to satisfy the obligations imposed by this section shall constitute a material breach of this Charter and good cause for its termination. The School shall provide Sponsor's Finance Department copies of invoices for the property and/or improvements purchased with CO Funds. The School shall provide Sponsor's Finance Department lists of any property and/or improvements purchased with CO Funds that the School may subsequently propose to dispose of as surplus property. The property and/or improvements purchased by the School using CO Funds shall not be sold, transferred or encumbered, other than as provided herein, or disposed of by the School without obtaining the prior written consent of the Governing Board. However, for items with a depreciated value in excess of \$5,000, prior written permission by the Superintendent of the School District or designee is required.

**4. Fund Availability.** The performance by the School Board of its obligations under this Charter shall be subject to and contingent on the availability of monies lawfully appropriated for such purposes.

**B. Administrative Fee.** The School Board shall retain an administrative fee from the available public funds for the administration of this Charter as allowed by Florida law.

**C. Medicaid School Match Program Participation.** Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA, Part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students at the School.



- D. Restriction on Charging Tuition.** In accordance with the provisions of §1002.33(9)(d), Florida Statutes, the School agrees that it shall not charge any tuition or fees to students enrolled in an FEFP funded program in any grade through Grade 12.
- E. Allowable Student Fees.** The School further agrees that it shall not charge fees except for those fees allowed by law, i.e., uniforms, extended day, field trips, paid lunches, etc.
- F. Budget.**
1. **Annual Budget.** The School shall provide the School Board with annual preliminary and original budgets in the format prescribed by the School Board. The budgets must include a revenue projection sheet, a detailed budget worksheet, and a summary budget. The tentative budget is due June 30 of the preceding school year, and the original budget is due September 30 of the school year.
  2. **Amended Budget.** In the event that the School's Governing Board approves an amended budget, a copy of the amended budget shall be provided to the Sponsor within ten (10) calendar days of its approval by the School's Governing Board.
- G. Financial Records, Reports and Monitoring.**
1. **Maintenance of Financial Records.** For financial reporting, the School shall adopt the governmental accounting model as adopted by the Governmental Accounting Standards Board, and shall utilize the standard state codification of accounts as contained in the Financial Program Cost Accounting Reporting for Florida Schools. Federal, state, and local funds shall be maintained according to existing mandates and practices, i.e., separate funds for federal funds and state and local funds. The School shall maintain a separate bank account for school funds and shall not commingle school funds with funds of any other entity. All funds received by the School shall be immediately deposited into this account. Withdrawals shall be permitted only for School operating expenses as authorized by the approved budget.
  2. **Financial and Program Cost Accounting.** The School shall conduct an annual cost accounting in a form and manner consistent with generally accepted governmental accounting in Florida.

### 3. **Financial Reports.**

**a. Monthly Financial Reports.** The School will provide monthly or quarterly financial reports in the format as prescribed by the School Board, to be delivered to the School Board no later than the thirtieth (30<sup>th</sup>) day of the following month. These financial reports shall be cumulative. The reports shall include balance sheet and revenue and expenditure information in detail commensurate with the original budget. As such, they shall have individual columns for each fund:

- i. Assets, liabilities, fund balances for each fund type
- ii. The original budget as approved by the School
- iii. Current budget as approved by the School
- iv. Revenues and expenditures, year-to-date
- v. The budget balance (excess or deficiency of budgeted to actual)

**b. Annual Property Inventory.** The School shall comply with Chapter 274, Florida Statutes, and Rules of the Chief Financial Officer, State of Florida, which prescribe requirements for marking, recording and accounting for tangible personal property. On or before September 20 in each year during the term of the Charter, or any renewal thereof, the School shall provide to the School Board a list of all real and tangible personal property that was purchased with public funds and a list of all real and non-consumable tangible personal property that was purchased with private funds valued at greater than \$1,000.00 each. Tangible personal property shall be identified as required by the first sentence of this subsection and real property shall be identified by address and parcel number. In addition thereto, and without limitation, the list shall set forth with respect to such property a unique identifier or property identification number, a description of the property, the date of its acquisition, its acquisition cost and accumulated depreciation to the immediately preceding June 30.

- c. Annual Financial Reports.** The School shall provide the School Board with annual financial reports in the format prescribed by the School Board. These reports must include a complete set of financial statements formatted by revenue source and expenditures, and detailed by function and object, a program cost report, and a report of categorical program revenues and expenditures in accordance with the following time line:
- i. Unaudited financial statements no later than August 20 of each year;
  - ii. Program cost report no later than September 1 of each year;
  - iii. Reports of categorical program revenues and expenditures no later than September 20 of each year.
- d. Financial Audits.** The School shall provide for an annual financial audit as required by law. The financial audits shall be performed by a qualified, independent certified public accountant paid for by the School and selected pursuant to the provisions and through the process of Section 218.391, Florida Statutes. The audits shall be performed in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and the Rules of the Auditor General, State of Florida. The audited reports shall show all revenues received from all sources and all expenditures. The reports shall be a complete presentation in accordance with generally accepted accounting principles including management's discussion and analysis ("MD&A"). MD&A may be omitted from the audit with the consent of the School Board. Audited financial reports are due by the following dates:
- i. Audited financial statements for the School no later than September 20 of each year;
  - ii. In the event the School retains a company to manage the operations of the School, audited financial statements of the management company no later than September 20 of each year; provided, however, if all fees, costs and expenses of



the School are paid from School accounts, then such statements shall not be required.

- iii. In the event the School becomes a component unit of the School Board, audited financial statements no later than September 20 of each year. On June 30 of every year during the term of the Charter, or any renewal thereof, the School shall certify to the School Board that it operates charter schools in Florida, and outside the boundaries of Indian River County, or notify the School Board that it no longer operates Charter schools in Florida outside the boundaries of Indian River County. Such certification or notification shall be in writing and given in the manner provided in this Charter for giving notice.
- iv. The funding for any subsequent year or Contract extension if approved by the School Board shall be withheld by School Board if the audit is not received by its due date, and funds will be released according to the terms of the Contract upon receipt of audit in proper form.

In the event the financial audit reveals a state of financial emergency as defined in Section 218.503, Florida Statutes, or deficit financial position, the School shall notify the School Board in writing within seven (7) calendar days after the determination of the state of financial emergency or deficit position. Within thirty (30) calendar days thereafter, the School shall provide to the School Board a written, detailed financial recovery plan.

- e. **Other Financial Reports and Audits.** The School shall provide other financial reports in the format and according to the timelines prescribed by the School Board. The School Board may require a special purpose audit based on reasonable suspicion of fiscal mismanagement, and, in such event, Sponsor shall pay all fees and costs of the special purpose audit. Notwithstanding the foregoing sentence, School Board reserves the right to perform additional audits at its expense as part of the School Board's financial monitoring responsibilities as it deems necessary.



4. **School's Fiscal Year.** The School's fiscal year shall be the same as that of the Sponsor during the term of this Charter and shall commence on July 1 and conclude on June 30.
  
5. **Financial Recovery Plans.** If the School is found to be in a state of financial emergency by a certified public accountant or auditor, the School must file a detailed Financial Recovery Plan with the Sponsor within Thirty (30) days after receipt of the audit. Failure to timely submit a Financial Recovery Plan following a finding of financial emergency constitutes good cause to terminate this Charter. The Financial Recovery Plan submitted by the School to the Sponsor in response to a finding of financial emergency pursuant to Section 218.503, Florida Statutes, must address the specific audit findings and must also show how the School will meet its current and future obligations and be a financially viable entity within the time period specified in the approved Financial Recovery Plan. Each Financial Recovery Plan will be prepared in accordance with guidelines established by the Florida Department of Education and shall prescribe actions that will resolve or prevent the condition(s) that constitute a financial emergency. The Financial Recovery Plan must specify dollar amounts or cost cuts, cost avoidance, and/or realistic revenue projections that will allow the School to correct the condition(s) that caused the School to be found in a state of financial emergency. The Financial Recovery Plan must include appropriate supporting documentation. The Financial Recovery Plan will be subject to review and oversight. The Commissioner of Education may require and approve a Financial Recovery Plan pursuant to Section 218.503, Florida Statutes. In such instances, the School's Governing Board shall be responsible for implementing any Financial Recovery Plan. In the event of a finding of financial emergency and submission of an acceptable Financial Recovery Plan pursuant to Section 218.503, Florida Statutes, the School shall provide periodic financial reports to the School's Governing Board and the Sponsor in a format sufficient to monitor progress toward achieving the Financial Recovery Plan. Failure to provide such periodic progress reports may constitute good cause for termination of this Charter. The Sponsor may choose to non-renew or terminate this Charter if the School fails to correct the deficiencies in a Financial Recovery Plan within One (1) year or if the School exhibits One (1) or more financial emergency conditions for Two (2) consecutive years. If any Financial Recovery Plan submitted by the School is deemed unacceptable by the Sponsor or is not properly

implemented, such conditions shall be a material violation of this Charter and constitute good cause for its termination by the Sponsor.

6. **Corrective Action Plans.** The Governing Board of the School shall be responsible for performing the duties in Section 1002.345, Florida Statutes, including implementation of a Corrective Action Plan. If any corrective Action Plan submitted by the School is deemed unacceptable by the Sponsor or is not properly implemented, such conditions shall be a material violation of this Charter and constitute good cause for its termination by the Sponsor. The Sponsor may choose to non-renew or terminate this Charter if the School fails to correct the deficiencies in a Corrective Action Plan within One (1) year. The School and Sponsor's staff will conduct quarterly meetings to monitor progress upon any Corrective Action Plan.
7. **Reports/Right to Inspect.** The parties agree that the School Board, with reasonable notice, may request and the School shall provide reports on School operations and student performance. The School Board has the right to inspect all records of students attending the School and all financial records of the School upon reasonable notice. The School shall take any measures necessary to insure that the School Board has access to those records.
8. **Loans Prohibited.** The School may not make any loans or advances of School funds without the express written consent of the School Board. The School shall provide copies of long-term loan, lease, capital lease, lease-purchase, or any other long term obligation in excess of \$25,000 to the School Board. For the purpose of this section, long-term obligation is defined as any obligation not reported as a liability on the governmental funds balance sheet.
9. **Contracts.** In the event the School enters into an agreement with any person or entity for the management of the School, either the School or the management entity shall provide copies of any long-term purchase, lease, or lease-purchase in excess of \$25,000.00, to the School Board. Purchases, leases and lease-purchases with the same or related entities shall not be split into multiple transactions to circumvent this requirement. For the purpose of this section, long-term obligation is defined as any obligation not reported as a liability on the governmental funds balance sheet.



**10. Additional Requirements.** The School Board and Charter School will adhere to any additional requirements mandated by the Florida Department of Education or required as the result of a change in Florida Law as such requirements pertain to school boards and charter schools, respectively.

**H. Financial Management of School.** The School shall conduct fiscal management of the charter school's operations in accordance with the School's governing laws and rules, and the provisions of § 1002.33, Florida Statutes.

**V. Facilities**

**A. Location.** The School shall be located at 6640 Old Dixie Highway, Vero Beach, Indian River County, Florida, 32967, folio number (Ken to Insert)\_\_\_\_\_.

**B. Standards.** The School agrees to utilize facilities which comply with the Florida Fire Prevention Code, pursuant to § 633.025, Florida Statutes and Florida Building Code pursuant to Chapter 553, Florida Statutes, except for the State Requirements for Educational Facilities.

**C. Documentation.** The School agrees to provide the School Board with documentation regarding the School's property interest, as owner or lessee in the property and facility where the School will operate. If the School does not own the property and facility, the School must show proof of an executed lease sixty (60) days before the initial opening day of classes.

**1. Lessees.** In the event the School leases its facilities, Lessor and Lessee shall provide the School Board with a disclosure affidavit in accordance with section 286.23, Florida Statutes. The lease term shall be for at least the term of this Charter, or in lieu thereof, the School shall present a lease with a plan to ensure a facility for the duration of the Charter.

**D. Certification.** The School shall provide documentation from the appropriate building official regarding the maximum capacity of the facility.

**E. Right to Inspect.** The School will allow the School Board to inspect the facilities at reasonable times.

**F. Change of Facility Location.** Any changes to the facility's location will require an amendment to this Contract.

**VI. Transportation/Food Service.** The parties agree that transportation and food service will be provided by the Charter School in accordance with all legal requirements

**A. Transportation.** The transportation plan shall not be a bar to the attendance of any student who is eligible. The School agrees to provide transportation services on terms that comply with all applicable state and federal statutes and regulations, and district transportation contract for all students residing within a reasonable distance of the School. The transportation plan shall be mutually agreeable to the parties. The School shall provide to the School Board a copy of the contract with the transportation provider, at least sixty (60) days before the initial day of classes. **(see current Transportation Contract).**

1. If the School intends to contract with the School District, it is understood the School District will not transport out of county charter school students.
2. The School further agrees that any expenses over the School District transportation FTE allocation will be borne by the School. Reasonable documentation of these expenses will be provided to the School.
3. If transportation is not contracted with the School Board, the School provides assurance that it will maintain its vehicles as prescribed by Florida law.
4. The School District will make training available to the Charter School driver or drivers for certification and re-certification programs. The School District shall make available to the School its resources for physical requirements, and drug and alcohol compliance. The School's drivers will meet state requirements, and participate in the School District's random drug testing. The School will pay applicable fees for drug testing. The School further agrees that any expenses incurred relative to driver training, certification or re-certification will be borne by the School.
5. All field trip requests shall be submitted to the Transportation Department in writing on the approved form at least ten (10) working days in advance. All granting of field trip requests shall be subject to the availability of drivers and vehicles. The School District reserves the right to cancel any

field trip that may interfere with the daily operations of the School District. In addition, the School further agrees that all expenses incurred for field trips, including driver rates, fringe benefits and Board approved mileage rate will be borne by the School.

6. The School will provide a preliminary transportation list by July 15 of each year or as stipulated in any Transportation Agreement.
7. The School will furnish the Transportation Department with a list of students that will be transported by the District as agreed upon between the School and the School District. The Transportation Department will furnish mileage information to the School upon request. No student shall be given transportation services without all proper paperwork being in order, 48 hours' notice, and approval by the Transportation Department.

**B. Food Service.** The School shall provide food service on terms that comply with all applicable State and Federal statutes and regulations.

1. In the event the School will be contracting with a third party to provide food services to its students, the School shall provide a copy of the Food Service Contract to the School Board at least sixty (60) days prior to the initial day of classes.
2. In the event the School elects to have their own agreement with DOE, Food and Nutrition Management, the following shall apply:
  - a. The School Board Food Service Department would not supply meal service.
  - b. The School will be responsible for signing an agreement with DOE, Food and Nutrition Management.
  - c. Free Lunch Meal applications will be processed by the School and all other duties will be performed by the charter school staff.
  - d. Health department inspections will be required if any food preparation is done on site as required by the National School Lunch program and pursuant to § 381.006, Florida Statutes.



## VII. Insurance

### A. Indemnification

1. **School Indemnification and Hold Harmless.** The School hereby does indemnify and hold harmless, and agrees to defend with competent counsel, approved by the School Board, and agrees to hold the School Board, its members, officers, employees, and agents, harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees at the trial, appellate, and administrative level arising out of, connected with or resulting from:

- a. The negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with or arising out of their services;
  - i. The School's material breach of this Contract or violation of law;
  - ii. Any failure by the School to pay its employees, suppliers or any subcontractors;
  - iii. Any failure by the school to perform any imposed or required duty; or,
  - iv. Any actual or alleged infringement of patent, copyright, or other proprietary rights in any material, process, machine or appliance used by the Charter School.

In the event that legal counsel is selected and provided by School's insurance carrier, and said legal counsel is not approved by School Board, the School Board may elect to hire its own legal counsel at its own expense. However, the School shall not be obligated to indemnify the School Board, or the School District against claims, damages, expenses or liabilities to the extent these may result from the negligence of the School Board, or the School District or their respective directors, officers, employees, subcontractors, or others acting on their behalf other than the School, its directors, officers, employees, subcontractors, and suppliers. The duty to hold harmless and indemnify will continue in full force and effect



notwithstanding the expiration or early termination of this Contract.

2. **No Waiver of Sovereign Immunity.** Notwithstanding anything to the contrary contained herein, the School does not waive sovereign immunity to the extent sovereign immunity is available, and any obligation of the School to indemnify, defend or hold harmless the School Board as stated above shall extend only to the limits, if any, permitted by Florida law and shall be subject to the monetary limitations established by Section 768.28, Florida Statutes, to the extent applicable.
  
3. **School Board Indemnification and Hold Harmless.** To the extent permitted by Florida law, the School Board agrees to indemnify, defend with competent counsel selected by the School Board and agrees to hold the School, its members, officers, employees, and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, at the trial, appellate and administrative level, arising out of, connected with or resulting from:
  - a. The negligence, intentional wrongful act, misconduct or culpability of the School Board's employees or other agents in connection with and arising out of their services within the scope of this agreement; and
  
  - b. The School Board's material breach of this Contract or law. However, the School Board shall not be obligated to indemnify the School, against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Charter School, its directors, officers, employees, subcontractors, or others acting on its behalf other than the School Board, its directors, officers, employees, subcontractors, and suppliers.
  
4. **No Waiver of Sovereign Immunity.** Notwithstanding anything to the contrary contained herein, the School Board does not hereby waive any of its sovereign immunity and any obligation of the School Board to indemnify, defend or hold harmless the School as stated above shall extend only to the limits permitted by law, and shall be subject to the monetary limitations established by Section 768.28, Florida Statutes.

5. **Notification.** The School and the School Board shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a “Third-Party Claim”) and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the School or the School Board shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a Third-Party Claim, the School or the School Board shall fail to undertake to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third-Party Claim for the account and at the risk and expense of the School or the School Board which they agree to assume. The School and the School Board shall make available to each other, at their expense such information and assistance as each shall request in connection with the defense of a Third-Party claim.

B. **Evidence of Insurance.** The School shall provide evidence of insurance in the following manner:

1. **Certificates of Insurance, Additional Insured.** As evidence of compliance with the insurance required by this Contract, the Charter School shall furnish the School Board with fully completed certificate(s) of insurance signed by an authorized representative of the insurer(s) confirming the coverage begins before the initial opening day of classes. The certificates shall be issued to the School Board and name the School Board as an additional insured.
2. **Notification of Cancellation.** Each certificate of insurance shall provide that the School Board be given no less than sixty (60) calendar days’ written notice prior to cancellation.
3. **Renewal/Replacement.** Until such time as the insurance is no longer required to be maintained by the Charter School, the School shall provide the School Board with evidence of the renewal or replacement of the insurance no less than thirty (30) calendar days, if practicable, before the expiration or termination of the required insurance for which evidence was provided but in any event no later than seven (7) calendar days before expiration or termination.

**C. Insurance Coverage Requirements.**

- 1. Insurance Requirements.** Without limiting any of the other obligations or liabilities of the School, the School shall at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance set forth in this Charter. Except as otherwise specified in this Contract, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Contract is terminated.
- 2. Minimum Requirements.** Insurers providing the insurance required by this Contract must meet the following minimum requirements:

  - a. Be authorized by certificates of authority from the Department of Insurance of the State of Florida, or an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.
  - b. If, during this period when an insurer is providing the insurance as required by this Contract, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the School has knowledge of any such failure, the School shall immediately notify the School Board and immediately replace the insurance provided by the insurer with an insurer meeting the requirements.
- 3. Other Insurance.** The insurance provided by the Charter School shall apply on a primary basis and any other insurance or self-insurance maintained by the School Board or its members, officers, employees or agents, shall be in excess of the insurance provided by or on behalf of the School.
- 4. Deductible, Self-Insurance.** Except as otherwise specified, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention.
- 5. Other Remedies.** Compliance with the insurance requirements of this Contract shall not limit the liability of the School, its contractors, subcontractors, sub-subcontractors, its employees or its agents to the



School Board or others. Any remedy provided to the School Board or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

6. **School Subcontractors.** The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Contract does not establish minimum insurance requirements for subcontractors or sub-subcontractors.
7. **No Waiver.** Neither approval by the School Board nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Contract.
8. **Default.** The School shall be in material default of this Contract for failure to procure, maintain and keep such insurance as required by this Contract.

**D. Commercial General Liability Insurance.** Except as otherwise provided, the Commercial General Liability Insurance provided by the Charter School shall conform to the following requirements:

1. The Charter School's insurance shall cover the School for those sources of liability (including, but not limited to, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG00 01), as filed for use in the State of Florida by the Insurance Services office.
2. The minimum limits to be maintained by the Charter School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/\$3 million annual aggregate.
3. Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The

coverage for Property Damage Liability may be subject to a maximum deductible or \$1,000.00 per occurrence.

4. The Charter School shall include the School Board and its members, officers, employees and agents as “Additional Insured” on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the School Board as Additional Insured using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect “The School Board, its members, officers, employees and agents as additional insured.”

**E. Automobile Liability Insurance.** The Automobile Liability Insurance provided by the Charter School shall conform to the following requirements:

1. The Charter School’s insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Service Office.
2. Coverage shall be included on all owned, non-owned and hired autos used in connection with this Contract.
3. Coverage shall be on an occurrence basis. If on a claims made basis, the School shall maintain, without interruption, the Automobile Liability Insurance until four years after termination of this Charter.
4. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per person/\$1 million per accident for Bodily Injury and \$1 million per accident for Property Damage, or \$1 million combined single limit each accident.
5. The Charter School shall include the School Board and its members, officers, employees and agents as “Additional Insured” on the required Automobile Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the School Board as Additional Insured using the latest Additional

insured - Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The School Board, its members, officers, employees and agents as additional insured".

**F. Workers' Compensation/Employers' Liability.** The Workers' Compensation/ Employers' Liability Insurance provided by the School shall conform to the following requirements:

1. The Charter School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability and any other applicable federal or state law.
2. Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be \$500,000.00 each accident, \$500,000.00 Disease-Policy Limits, and \$500,000.00 Disease-Each Employee.

**G. School Leader's Errors & Omissions Insurance.** The Charter School shall provide, subject to reasonable commercial availability as determined by the Charter School Governing Board, the School Leader's Errors & Omissions Liability Insurance conforming to the following requirements:

1. The School Leader's Errors & Omissions Liability Insurance shall be on a form acceptable to the School Board and shall cover the School for those sources of liability typically insured by School Leader's Errors & Omissions Insurance (E&O), such as policies offered by the National Union Fire Insurance Co. of Pennsylvania, arising out of the rendering or failure to render professional services in the performance of this Contract,



including all provisions of indemnification which are part of this Contract.

2. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim.
3. The minimum limits to be maintained by the School (Inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per claim annual aggregate.
4. Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the E&O Insurance until four years after termination of this Charter. A claims made policy shall have a thirty-six (36) month extended discovery period, and at termination of the Charter the School shall provide the School Board with copies of annual endorsements upon each anniversary.
5. If the School Leaders' E&O Liability Insurance required hereby is not reasonably commercially available the School shall provide Officers, Directors and Employees Errors and Omissions Liability Insurance in lieu thereof with the same minimum limits of coverage as set forth above. Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If such insurance is on a claims-made basis, the School shall maintain, without interruption, the insurance until four (4) years after termination of this Contract.

**H. Property Insurance.** The School shall maintain hazard insurance on the buildings and property used during the term of this Contract

1. If the School is the owner and/or has a mortgage on the school site location, the School shall furnish in a form acceptable to the School Board, property insurance for the facilities which is to include the structure as described in paragraph IV.C., including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the building is under construction the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies and temporary structures within 100 feet of the premises. In addition, the School shall provide evidence of Business Personal Property

coverage to include furniture, fixtures, equipment and machinery used in the School.

2. If the School is the owner and/or has a mortgage on any temporary or relocatable facilities, wherever located, the School shall furnish on a form acceptable to the School Board, Property Insurance for any such temporary or relocatable facilities, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to serve the premises.
3. Subject to reasonable commercial availability, the insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim for All Perils except Wind and Hail: 5%/\$25,000 minimum.
4. The School shall accept all risk of loss for said property and will provide proof of the Risk Replacement Cost Property Insurance of limits commensurate with the replacement cost of property and the School Board shall be listed as an additional insured.

- I. **Commercial Crime Insurance.** The School shall maintain coverage for Employee Dishonesty. This insurance shall be underwritten on a blanket form amending the definition of “employee” to include all members, officers, employees, volunteers or agents of the School regardless of position or category. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$100,000 per loss limit, subject to reasonable commercial availability as determined by the Charter School Governing Board. The insurance shall be subject to a maximum deductible not to exceed \$10,000 per loss.

## VIII. Governance Structure

- A. **Public or Private Employer.** The School will operate as a private employer.
- B. **Board of Directors.** The School will be governed and operated as required by law and as set forth in the Application, which is attached hereto and made a part hereof as **Exhibit A**, under the direction and control of a Governing Board. Wherever appearing in this Contract, the reference to the “governing body” of the Charter School shall be a reference to the Governing Board as defined in the previous sentence.

- C. Non-Profit Organization.** The School has been organized as a non-profit organization and has been designated by the Internal Revenue Service as 501 C- 3 educational facility. The School shall apply for and maintain tax exempt status.
- D. Public Records.** The School shall comply with Florida Statutes Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.
- E. Sunshine Law.** The School's governing board meetings shall take place locally and in a physical location and facility that is easily accessible to the School's parents, students and employees, be publicized in advance to the school community and be open to the public pursuant to §286.011, Florida Statutes (the Sunshine Law).
- F. Reasonable Notice of Governing Board Meeting.** The School shall provide the School Board reasonable notice of all governing board meetings.
- G. Identification of Governing Board Members Representative.** The School's governing board shall be selected as set forth in the approved application and shall be reported to the School Board prior to the first day of classes. The Governing Board shall appoint a Representative, who shall reside in Indian River County, Florida and who shall otherwise perform the duties as set out in the Charter Legislation, the name of which shall be reported to the School Board prior to the 1st day of classes.
- H. Changes in Governing Board.** Any change in governing board membership or change in Representative must be reported to the Sponsor in writing within 48 hours of the change.

#### **IX. Approval of Management Company Contract**

- A. Contract Approval.** If a management company will be managing the School, the contract between the management company and the School shall be submitted to the School Board prior to the date upon which the School opens for students. All proposed amendments to the contract between the management company and the School shall be submitted to the School Board. A copy of the amended management agreement shall



be provided to the Superintendent of the School District of Indian River County within five (5) days after execution.

- B. Terms and Conditions.** The contract between the School and the management company shall require that the management company operate the School in accordance with the terms stipulated in this Contract and all applicable laws, ordinances, rules, and regulations. Neither employees of the management company nor members of their families shall sit on the School's governing board or serve as officers of North County Charter School, Inc.
- C. Default.** Any default or breach of the terms of this Contract by the management company shall constitute a default or breach by the School under the terms of the Contract between the School and the School Board.
- D. Qualifications for Management Company.** The School shall not enter into any agreement with a management company if:
1. on the date the contract is submitted to the School Board, the management company or its principals is then debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental department or agency.
  2. within the five years previous to the date the contract is submitted to the School Board, the management company or its principals have 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; 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.
  3. on the date the contract is submitted to the School Board, the management company or its principals have been 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 (2).

4. within the five years previous to the date the contract is submitted to the School Board for approval, (a) the charter of any school managed by the management company shall have been terminated or nonrenewed by the sponsor for: (1) the failure of the school to: participate in the state's education accountability system; or meet either student performance requirements in the charter or generally accepted standards of fiscal management; or (2) violation of law; or (b) any charter school has terminated the management agreement with the management company because of: (1) failure to comply with the law, follow generally accepted standards of fiscal management, or comply with the charter contract, or (2) breach of the management agreement.

## **X. Human Resources**

- A. **Hiring Selection.** The parties to this Contract agree that the School shall select its own employees.
  1. **Reporting Staffing Changes.** The School agrees to provide written notice to Sponsor using the Sponsor's designated form within thirty (30) calendar days of any new hires, leaves of absence, transfers and terminations. Teaching assignments for new hires must match the state course code directory numbers and teacher certification. The School will complete and submit all required personnel reports, including employee database surveys, in accordance with due dates required by the Sponsor or the Florida Department of Education.
  2. **Non-Discrimination.** The School agrees that its employment practices shall be nonsectarian and non-discriminatory.
  3. **Teacher Certification.** Teachers employed by or under contract to the School shall be certified as required by Florida Statutes. The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist instructional staff members as teacher aides in the same manner as permitted in Section 1012.55, Florida Statutes, and/or the Charter Legislation. The Charter School will not employ an individual to provide instructional services or to serve as a teacher aide/paraprofessional if the individual's certificate or license as an educator is suspended or revoked in Florida or in any other state.



4. **Disclosure.** The School agrees to disclose to the parents and the School Board the qualifications of its teachers.

5. **Fingerprinting, Background.** The School shall require all employees upon employment and all Board of Directors upon assuming office, and all contractual personnel, to comply with the fingerprinting requirements of Section 1012.32 and Section 1012.465, Florida Statutes, as amended, and all applicable procedures and regulations promulgated by the School Board, the Florida Department of Education, and the Florida Division of Law Enforcement. The Charter School shall check the backgrounds of all employees in accordance with Florida Statutes, including pre-employment drug testing and the Drug Free Workplace Policy.

**B. Teacher Evaluation Requirement.** The School shall comply with the performance evaluation requirements for all instructional employees pursuant to §1012.34, Florida Statutes.

**C. Principal Evaluation Requirement.** The School shall comply with the performance evaluation requirements for all school administrators pursuant to §1012.34, Florida Statutes.

**D. Employment Practices.** The School's hiring practices shall at all times be in compliance with the requirements of Section 1002.33(12) and (24), Florida Statutes. Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in an exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the Governing Board of which a relative of the individual is a member. For the purposes of this section, the following definitions shall be used:

1. "Charter School Personnel" means a charter school owner, president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision making authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment promotion, or



advancement in connection with employment in a charter school, including the authority as a member of a Governing Board of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

2. "Relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

**E. School Board Training.** The School's employees may participate in training conducted by the Sponsor.

1. **Participation and Cost for Training Activities.** Training activities shall be made available by the Sponsor to School's employees on a space available basis and, the School shall pay all of the additional costs associated with the participation of the School's employees in such training activities at the same rates and reimbursement methodologies currently charged to the Sponsor for the participation of the Sponsor's employees.
2. **Participation in Federally Funded Training.** Training activities that are federally funded that are provided by the Sponsor shall be made available to School's employees on a space available basis without any charge to the School other than any charges that are also incurred by the Sponsor for the participation of the Sponsor's employees.

## **XI. Required Reports and Documents.**

The School will provide all reports and documents required of it pursuant to this Charter and the statutes and regulation governing Charter schools.

## **XII. Miscellaneous Provisions**

- A. Force Majeure.** Neither party shall be in default of this Contract, if the performance of any part or all of this Contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other

casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

- B. Assignment.** This Contract shall not be assigned by either party without the prior written consent of the other party. The School may, without the consent of the School Board enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative.
- C. Survival.** All representations and warranties made herein shall survive termination of this Contract.
- D. Drug-Free Workplace.** The School is a Drug-Free Work Place. The School shall provide the Sponsor with a copy of the School's applicable Drug-Free Work Place policy and any amendments thereto.
- E. Default.** It shall be an event of default hereunder if any party fails to perform its obligation hereunder or fails to abide by any of its promises and covenants hereunder.
- F. Representations and Warranties.** Each party warrants and represents, with respect to itself, that neither the execution of this Contract nor performance of the obligations contemplated hereby, shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound, or 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 covenants that it has and will continue to have throughout the term of this Contract full right and authority to enter into this Contract and to perform its obligations hereunder, and each party agrees to supply to the other party, upon request, evidence of such right and authority.
- G. Binding Effect.** Each and all of the covenants, terms, provisions and Contracts contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Contract.
- H. Notice.** All notices to be given hereunder shall be in writing, and all payments to be made hereunder shall be by check, and may be served by hand delivery, express delivery or by depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested. 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 hereto shall be sent to or delivered at the addresses set forth below:

If to School Board: Frances J. Adams, Ed.D., Superintendent  
School District of Indian River County, Florida  
1990 25<sup>th</sup> Street  
Vero Beach, Florida 32962-3395  
Telephone: (772) 564-3014  
Facsimile: (772) 564-3128

With copy to: Suzanne D'Agresta, Esquire  
Brown, Garganese, Weiss & D'Agresta, P.A.  
P.O. Box 2873  
Orlando, Florida 32801  
Telephone: (407) 425-9566  
Facsimile: (407) 425-9596

If to School: Joel Tyson, President  
North County Elementary Charter School  
6640 Old Dixie Highway  
Vero Beach, Florida 32967  
Telephone: (772) 794-1941  
Facsimile: (772) 794-1945

With copy to: Ken Miller, Business Manager  
North County Elementary Charter School  
6640 Old Dixie Highway  
Vero Beach, Florida 32967  
Telephone: (772) 794-1941  
Facsimile: (772) 794-1945

By giving the other party at least fifteen (15) days' written notice thereof, a party may change its address and specify its new address for the purposes stated herein, and/or to notify the change of attorney.

- I. No Waiver.** No consent to or waiver of any breach or default by the other in the performance of any obligation hereunder shall be deemed or construed to be consented to or waiver of any other breach or default. Except as otherwise provided herein, failure on the part of any party hereto to complain of any act or failure to act by the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.



- J. Captions.** The captions used for the Sections in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or the intent of this Contract or any Article or Section hereof.
- K. Severability.** In the event any of the foregoing provisions of this Contract are determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised here from, and the remainder of this Contract will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party hereunder, such party may elect, at its option, to terminate this Contract in its entirety.
- L. Cumulative Rights.** All rights, powers, remedies, benefits, and privileges available under any provision of this Contract to any party hereunder is in addition to any cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party under all other provisions of this Contract, at law or in equity.
- M. Governing Law and Venue.** This Contract shall be governed by and construed under the laws of the State of Florida and the United States of America. Except for a suit in Federal Court, Indian County, Florida, shall be the proper place of venue for all suits to enforce this Contract. Any legal proceeding arising out of or in connection with this Contract shall be brought in the circuit courts of Indian River County, Florida, or if appropriate, the United States District Court for the Southern District of Florida.
- N. Further Assurances.** Whenever any review or approval is required by any party hereunder, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion. The parties hereto agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by either party to effectuate the terms and provisions of this Contract and the transactions contemplated herein.
- O. No Partnership, Joint Venture.** It is understood and agreed that nothing contained in this Contract shall be deemed or construed as creating a partnership or joint venture between the School Board and Charter School or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.

- P. Third-Party Beneficiary.** This Contract is not intended to create any rights of a third party beneficiary. There are no third-party beneficiaries created hereby.
- Q. No Construction Against Drafter.** Each of the parties hereto has been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Contract. Therefore, this Contract shall not be construed more favorably or unfavorably against any party.
- R. Waiver of Jury Trial.** The parties waive trial by jury in the event of any litigation between the parties regarding any matter related to this Charter or the School.
- S. Mediation.** Any conflict arising out of this Contract shall proceed to non-binding mediation. If an agreement is not reached through mediation, the issue may proceed to the appropriate judicial forum.
- T. Attorneys' Fees.** In the event of any conflict, each party shall bear the costs of their own attorneys' fees.
- U. Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto with respect to the matters covered hereby. All prior negotiations, representations, and agreements with respect thereto not incorporated in this Contract are hereby canceled. This Contract can be modified or amended only by a written document duly executed by the parties hereto.
- V. Legislative Amendment.** Whenever a Florida Statute or State Board Rule is referenced in this Contract, it shall mean the Rule or Statute as it is amended from time to time. The parties agree to work together to amend this Contract in the event the Charter School Legislation is amended.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on this \_\_\_ day of \_\_\_\_\_, 2013.

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

NORTH COUNTY CHARTER SCHOOL, INC.

By: \_\_\_\_\_  
Carol Johnson, Chairman

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Frances J. Adams, Ed.D.,  
Superintendent

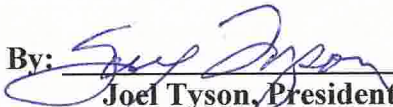
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

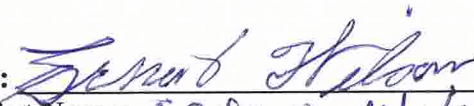
Date Approved: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on this \_\_\_ day of \_\_\_\_\_, 2013.

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA


NORTH COUNTY CHARTER SCHOOL, INC.


By:   
Joel Tyson, President

By:   
Print Name: ERNEST WILSON  
Title: VICE - PRESIDENT

ATTEST:

ATTEST:

By:   
Ken Miller,  
Business/Finance Manager

By:   
Print Name: L. Ann Baryse  
Title: Administrative Assistant

Date Approved: 06-17-2013



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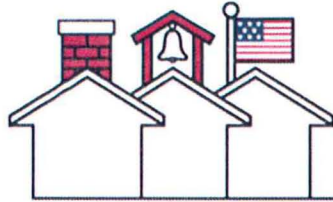
## **Summary of Revisions to the 2013-2014 Code of Student Conduct**

This year's revision committee was very active and offered excellent suggestions. The committee as well as the subcommittee members used School Board Proposed NEOLA policies to update and revise the 2013-2014 Code of Student Conduct. Committee recommendations are indicated in red and Superintendent Leadership Council (SLC) are indicated in green.

Below are changes recommended by the revision committee and sub-committee(s):

- Notation of Florida Statutes and new Board policy numbers were added
- Preface follows proposed new Board policy language
- Corrections in wording i.e., gender, disability, English Language Learners
- Throughout the code **P**rincipal means the principal or designee; **p**rincipal means the principal only (consistent with NEOLA proposed Board policies)
- Parental responsibility: Sign-in procedure
- Health Services reworded to reflect proposed new Board policy
- Tobacco Free Policy and progressive discipline were added
- Attendance revised to reflect proposed new Board policy
- Homework reworded for clarity
- Habitual Truancy: CINS/FINS acronym was spelled out
- Dress and Grooming language change to reflect proposed new Board policy, committee, SLC recommendations, and Florida Statute
- Wireless Communication Devices section revised to reflect proposed new Board policy
- Bullying and Harassment revised to reflect proposed new Board policy and added investigative procedures
- Dating Violence and Abuse revised to reflect proposed new Board policy
- Students Conduct revised to reflect proposed new Board policy
- Extra-Curricular Activities added to Code using language that reflects new Board policy
- Removal, Suspension and Expulsion of Students to reflect proposed new Board policy
- Due Process Rights section added to reflect proposed new Board policy
- Maintaining Effective Discipline wording added to clarify Florida Statute
- Student Network and Internet Responsible Use And Safety added to reflect proposed new Board policy

- Introduction to Matrix of Infraction and Disciplinary Actions: added behavior agreement clause
- Matrix
  - Added district battery to provide opportunities for progressive discipline in this area
  - Added sexting
  - Added Violation of stipulated order in lieu of expulsion
  - Renamed Cell phone/electronic devices use/misuse to Wireless communication devices to agree with proposed new Board policy.
  - Changed RTI to MTSS
  - Added a clause to give the principal the final responsibility and authority of actions taken for Code of Student Conduct violations
  - Consequence table numbers changed with deletion of Tobacco citation/completion of tobacco program (progressive discipline is included below Tobacco Free Policy section)
  - Consequence added: Suspension from extra-curricular activity not to exceed remainder of the school year
- Definitions added
  - Battery (district) to distinguish battery without recommendation for alternative education or expulsion
  - Behavior Agreement to clarify meaning
  - Sexting to clarify meaning
  - Violation of Stipulated Order in Lieu of Expulsion to clarify meaning
- Student Network and Internet Responsible Use and Safety Agreement to reflect proposed new Board policy
- Parent/Guardian signature page to reflect proposed new Board policy



# School District of Indian River County

Vision: Educate and inspire every student to be successful

Mission: To serve all students with excellence

## **CODE OF STUDENT CONDUCT**

### **School Year 2013-2014**

**Frances J. Adams, Ed.D.**  
**Superintendent**

#### **SCHOOL BOARD**

Carol Johnson, Chair

Claudia Jiménez, Vice Chair

Karen Disney-Brombach

Matthew McCain

Jeffrey Pegler

Approved on

[www.indianriverschools.org](http://www.indianriverschools.org)

## Indian River County Schools

Adult & Community Education.....	564-5001
Alternative Education .....	564-6240
Beachland Elementary School .....	564-3300
Citrus Elementary School.....	978-8350
Dodgertown Elementary School.....	564-4100
Fellsmere Elementary School .....	564-5970
Freshman Learning Center (VBHS) .....	564-5800
Gifford Middle School.....	564-3550
Glendale Elementary School.....	978-8050
Highlands Elementary School .....	564-3390
Liberty Magnet School.....	564-5300
Osceola Magnet School .....	564-5821
Oslo Middle School .....	564-3980
Pelican Island Elementary School.....	564-6500
Rosewood Magnet School .....	564-3840
Sebastian Elementary School .....	978-8200
Sebastian River High School .....	564-4170
Sebastian River Middle School .....	564-5111
Storm Grove Middle School .....	564-6400
Treasure Coast Elementary .....	978-8500
Vero Beach Elementary School .....	564-4550
Vero Beach High School .....	564-5400
Wabasso School .....	978-8000

## Charter Schools

Imagine Schools.....	567-2728
Indian River Charter High.....	567-6600
North County Charter School .....	794-1941
St. Peter's Academy.....	562-1963
Sebastian Charter Junior High .....	388-8838

## School Calendar 2013-2014

School Begins .....	Aug. 20
No School/Labor Day .....	Sept. 2
No School, Teacher Workday; Inservice Work Day....	Oct. 14
End 1 <sup>st</sup> nine weeks.....	Oct. 23
Report Cards Distributed .....	Nov. 1
Conference Night.....	Nov. 7
No School; Teachers Off Due to Conferences .....	Nov. 8
Thanksgiving Break .....	Nov. 25-29
Winter Break Begins .....	Dec. 23
No School – Emergency Day.....	Jan. 3
Students Return from Winter Break.....	Jan. 6
Final Exams .....	Jan. 14-16
No School, Teacher Workday; Inservice Work Day ..	Jan. 17
No School/Dr. Martin Luther King, Jr. Day.....	Jan. 20
Start 2 <sup>nd</sup> Semester .....	Jan. 21
Report Cards Distributed .....	Jan. 31
Conference Night.....	Feb. 13
No School; Teachers Off Due to Conferences .....	Feb. 14
No School/President's Day .....	Feb. 17
Spring Break .....	Mar. 24 - 28
End of 3 <sup>rd</sup> nine weeks .....	Apr. 2
Report Cards Distributed .....	Apr. 14
No School – Emergency Day.....	Apr. 18
No School; Memorial Day Observed .....	May 26
Final Exams .....	June 4 – June 6
End 2 <sup>nd</sup> Sem.; Last Day for Students.....	June 6
Graduation - VBHS .....	June 6
Graduation - SRHS .....	June 7
Teacher Workday.....	June 9
Teacher Workday.....	June 10
Report Cards Distributed .....	June 16

## Who to Contact for Information

Career & Technical Education .....	564-4995	Pre-Kindergarten.....	564-4169
Charter School Information .....	564-6068/564-5931	Psychological Services .....	564-6077
Elementary Education .....	564-3067	School Assessment Director.....	564-3033
Enrollment/Attendance Department.....	564-3145	School District (Switchboard).....	564-3000
Exceptional Student Services (ESE).....	564-5931	School Zoning Information .....	564-3145
ESE Pre-Kindergarten.....	564-4166	Secondary Education .....	564-3209
504 Coordinator.....	564-5949	Student Insurance Information.....	564-3175
Food Services .....	564-4980	Student Services.....	564-5946
Health Services & Immunizations .....	564-5940	Title I/ESOL/Migrant Education .....	564-3038
Home School Registration .....	564-3100	Transportation .....	978-8801
Magnet School Registration .....	564-3100	Transportation Hotline.....	978-8199



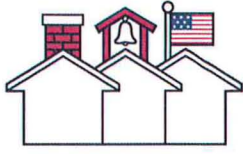
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# School District of Indian River

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

Frances J. Adams, Ed.D. - Superintendent

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August 2013

Dear Students and Parents:

On behalf of the School District of Indian River County, I extend to you our very best wishes for the 2013-2014 school year. We look forward to serving our students throughout the District by providing meaningful learning opportunities at each of our schools.

As Superintendent of Schools, I ask that both students and parents take time to read and discuss the contents of our Code of Student Conduct. Each student and parent/guardian will be asked to sign for the Code of Student Conduct to ensure receipt of this information. It is particularly important for both students and parents to understand the expectations of the School District in establishing the most positive, safe, and productive environment for learning. Although our school administration and teachers will regularly review expectations for students, we ask that parents discuss with their children expectations for self-discipline and respect for others.

The rules and regulations contained in the Code of Student Conduct apply uniformly to all students enrolled in our school system during the time school is in session, on School Board property at any time, and during extracurricular activities regardless of the location. This Code also applies to students who commit felonies off School Board owned property, as per Florida State Statute 1006.09(2).

This Code is published once a year and, therefore, may not contain the most recent changes in policies and procedures. Changes will be communicated through school newsletters or other means of communication.

Should students or parents have questions regarding the Code of Student Conduct, please call your child's Principal or the office of Dr. Lillian Torres Martinez, Director of Student Services, at 564-5946.

Best wishes for an outstanding school year.

Sincerely yours,

Frances J. Adams, Ed.D.  
Superintendent of Schools

"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

## CODE OF STUDENT CONDUCT 2013-2014 REVIEW COMMITTEE

Mr. Doug Baker ..... Attendance Officer

Mr. Dariyall Brown ..... Assistant Principal, Sebastian River High School

Mr. Kevin Browning ..... Principal, Pelican Island Elementary

Ms. Liz Cannon ..... Teacher, Gifford Middle School

Mrs. Tracy Crawford ..... School Social Worker

Ms. Robin Dapp ..... Community Member

Mrs. Susanna Didomizio ..... Assistant Principal, Citrus Elementary

Mr. Markees Dunson ..... Student, Storm Grove Middle School

Mrs. Cynthia Emerson ..... Teacher on Assignment, Storm Grove Middle School

Dr. Bud Gill ..... Principal, Alternative Center for Education

Mr. David Green ..... Student, Sebastian River Middle School

Dr. Christina Hayes ..... Lead School Psychologist

Ms. Margaret Hearndon ..... Teacher, Vero Beach Elementary

Mrs. Beth Hofer ..... Assistant Principal, Vero Beach High School

Ms. Jennifer Idlette-Williams ..... Principal, Storm Grove Middle School

Mr. Brandon Jackson ..... Student, Sebastian River High School

Ms. Mollie Keeler ..... Student, Gifford Middle School

Mr. Craig Kinsley ..... Assistant Principal, Gifford Middle School

Mr. James Pheneger ..... Student, Vero Beach High School

Mrs. Shelly Potter ..... Parent, Vero Beach High School

Mrs. Tiffany Rooks ..... Health Services Coordinator

Mrs. Michelle Scott ..... Teacher, Sebastian River Middle School

Ms. Leslie Spurlock ..... Community Member

Dr. Lillian Torres Martinez ..... Director, Student Services

The revision committee met five times to review the recommended changes.



## PREFACE

This Code of Student Conduct applies to EVERY student who is under the jurisdiction of the School District. The Code of Student Conduct shall be in effect on school property and at any other property where teachers and school administrators have jurisdiction over students. The Code of Student Conduct shall apply to any student who is in attendance at school or at any school-sponsored activity. The Code of Student Conduct shall apply to any student whose conduct at any time or place conflicts with or obstructs the mission or operation of the School District or the safety and welfare of other students or employees. The Code of Student Conduct shall also apply to students when they are being transported on school buses.

Prior to the beginning of each school year, the School Board approves revisions, if any, to the Code of Student Conduct. This Code will be applied in a uniform manner throughout the school district and will be distributed to every student, all teachers and administrators. Additional copies will be made available to other persons upon request and is available on the school district's website: [www.indianriverschools.org](http://www.indianriverschools.org). Each school will, to the extent possible, obtain a written acknowledgment of receipt of the Code by the student and his/her parents/guardians. The absence of a signed acknowledgment of receipt does not affect the application of the Code to every student under jurisdiction of the School District.

Pursuant to Board Policy 5600, the School Board acknowledges that conduct is closely related to learning -- an effective instructional program requires an orderly school environment and the effectiveness of the educational program is, in part, reflected in the behavior of students.

The Board believes that the best discipline is self-imposed and that students should learn to assume responsibility for their own behavior and the consequences of their actions. The Board has zero tolerance of violent, disruptive, or inappropriate behavior by its students.

The Board shall require each student of this District to adhere to the Code of Student Conduct adopted by the Board and to submit to such disciplinary measures as are appropriately assigned for infraction of those rules. Such rules shall require that students:

1. conform to reasonable standards of socially-acceptable behavior;
2. respect the person and property of others;
3. preserve the degree of order necessary to the educational program in which they are engaged;
4. respect the rights of others;
5. obey constituted authority and respond to those who hold that authority.

The Code of Student Conduct designates sanctions for the infractions of rules, excluding corporal punishment, which shall:

1. relate in kind and degree to the infraction;
2. help the student learn to take responsibility for his/her actions;
3. be directed, where possible, to reduce the effects of any harm which may have been caused by the student's misconduct.

## STUDENT RIGHTS

Students attending the Indian River County Public Schools have the right to a free and appropriate education which includes the right to equal educational opportunities without regard to race, national origin, sex **gender**, handicap **disability**, or marital status. In addition, students have the following rights to:

1. Learn in a safe and orderly environment
2. Be treated with dignity and respect
3. Express opinions and personal points of view at appropriate times, in appropriate measures
4. Peaceably assemble
5. Be secure in their personal privacy
6. Be informed of the rules of conduct
7. Have reasonable and fair treatment

## ENGLISH LANGUAGE LEARNERS (ELL) LIMITED ENGLISH PROFICIENT STUDENTS

The goal for of all ELL limited English proficient students in Indian River County schools, is to achieve proficiency in English in the classroom. Students whose native language is other than English maintain the right of appropriate use of their native language without being subjected to disciplinary action.

At parent request, communications, both written and verbal from the school or District Office, will be translated into the native language when appropriate and feasible.

### STUDENT RESPONSIBILITIES

Students attending Indian River County public schools are expected to follow all school rules and have the responsibility to:

1. Attend school regularly
2. Treat others with respect
3. Treat school property and the property of others with respect
4. Respect the privacy of others
5. Have in their possession only those items allowed by law and/or School Board rules or policies
6. Listen courteously to the opinions and points of view of others
7. Come to class on time with all necessary materials and be prepared to learn
8. Maximize their learning opportunities
9. Report threats and hazardous or dangerous situations to an adult in authority

These rights and responsibilities are not absolute and may be limited when necessary, at the discretion of the Principal, to prevent the disruption of the orderly operation of the school.

**\* Note: Throughout this Code, Principal means the principal or designee; principal means the principal only.**

### PARENTAL RESPONSIBILITIES

It is important that home and school work cooperatively together so that each child will succeed in school. The school's responsibility is to provide a quality education in a safe environment for all students. The parents' responsibilities include the following:

1. Understand and support the Code of Student Conduct. Sign and return Student/Parent Acknowledgment form. Discuss the Code of Student Conduct with your child emphasizing that appropriate behavior enhances the learning process.
2. Teach your child self-respect, respect for the law, respect for authority in the school, and respect for the rights and property of others.
3. **REPORT TO THE OFFICE and sign in using the electronic visitor management system with the Raptor system using a valid photo ID** when you come to school before you go anywhere else on campus.
4. **Make sure the school has your current home, work, and cell work telephone numbers; home address, email address, and an emergency contact person. Update any changes as they occur by informing the front desk secretary or Health Assistant at your child's school. Only people listed as emergency contacts can obtain information about the student. Make sure you have the school's phone number.**
5. **Be aware that only people listed as emergency contacts may take a student from school, unless specific written permission is given; or the parent needs to speak directly to a school official. Identification will be required by office staff when someone takes a student from school during the day. Sign out is required.**



6. Both parents have full rights to participate in a child's school activities, have access to student records and information, and know what is happening at school, regardless of marital status unless there is a certified copy of the court document delivered to the school's Principal.
7. Make certain your child attends school **all day, every day** unless the child is ill. Contact your child's school within 48 hours to give excuse for legitimate absences. Your child's attendance affects the quality of his or her education. You can monitor your child's daily attendance by registering on eSembler. Registration is a two-step process: go to the district's website, [www.indianriverschools.org](http://www.indianriverschools.org) and follow the instructions. Take the information to your child's school to complete the registration process.
8. Make sure your child arrives at school **on time** every day. See Statute 1003.31 below.
9. Know your child's school, its staff, and learn how to access information about the curriculum. Show a positive attitude toward the school and toward your child's learning progress by assisting your child with assignments and homework to the best of your ability. Ensure that your child has the necessary school supplies each day, i.e., paper, pencils, etc.
10. Work with school staff members to solve any discipline or academic problems. You should let the school know if something has happened at home that could affect how your child does in school.
11. Review and support the district dress code policy. Be aware that you will be called to bring in replacement clothing if your child violates the dress code.
12. Follow through with scheduled conferences and volunteering commitments. If a conflict arises, please notify the school as soon as possible.
13. Although the school will provide law enforcement, crowd control, and proper supervision, the care of children attending extracurricular school activities as spectators, including clubs, dances, carnivals, practices, and athletic events, is the responsibility of the parent.
14. Be prepared to pay for any damage done to School District property by your child, including lost or damaged books or teaching materials. Failure to pay may mean that no other books or materials will be issued to your child, your child may not be able to participate in extra-curricular activities, or your child may be required to pay the debt through community service at the school. If payment has not been made and the amount is substantial, the principal may send the matter to the Superintendent.

**F.S. 1003.31** provides that students are considered under the control and supervision of the school when they are on the premises during a reasonable time before and after school and while attending or participating in a school-sponsored activity at the school site. Reasonable time is defined as 30 minutes before and after school, or before the school activity is scheduled or actually begins or ends.

**\* Note: For the purpose of this Code, parent also includes legal guardian.**

### HEALTH SERVICES INFORMATION

In accordance with **F. S. 1006.062**, and Board Policy 5330 (Use of Medications) medication which is prescribed by a physician or other licensed health care provider with prescriptive authority may be administered to the student during the school day, including any occasion when the student is away from school property on official school business, if failure to take such medication jeopardizes the student's health. **For purposes of this policy, "medication" shall include all medicines including those prescribed by a physician and any nonprescribed (over-the-counter) drugs, preparations, and/or remedies, including herbal products and vitamin supplements.** ~~Prescription, non-prescription, and over-the-counter medication (which includes cough drops, herbal products and vitamin supplements)~~ must be administered in accordance with the *Medication Procedures for Parents Handbook A-Parent's Guide-Book*. All medication to be administered by school personnel or self-administered by a student will require completion of the School District of Indian River County Medication Permission Slip available at local pharmacies and from the school Health Assistant. **The medication procedures are located in the Medication Procedures for Parents Handbook.**

Possession of non-approved medication may be subject to law enforcement review.

Immunizations/exemptions are required by **F.S. 1002.20 (3)(b) 1003.22** for admission and/or transfer to any public school. IMMUNIZATION EXEMPTIONS MAY ONLY BE OBTAINED FROM THE PUBLIC HEALTH DEPARTMENT. They are the responsibility of the parent/guardian. Please refer to the Indian River County School Board web site and/or the *Parent Guide, From Start to Finish* for immunization schedule.



**It is the responsibility of the parent/guardian to update home, work, and cell telephone numbers, home address, email address, and emergency contacts in case of an emergency.**

Any concerns or questions about school health services should be addressed to the school health room or Coordinator of School Health Services **Coordinator**.

### **TOBACCO FREE POLICY**

Pursuant to Board Policy 5512, tobacco is the leading cause of preventable death in Florida. Most tobacco use begins before the age of eighteen. It is important that schools provide a safe and healthy learning environment, free from exposure to known carcinogens, and one in which adults are role models for healthy behavior. As school district personnel and school visitors serve as role models to students, comprehensive school policies are a necessary strategy to prevent youth initiation as well as reduce tobacco use.

In order to provide the healthiest and safest environment possible 24 hours a day/365 days a year for students, district personnel, and visitors, the School Board passed a Tobacco Free Policy **commencing with the 2012-2013 fiscal year. All uses of tobacco products in any form are prohibited in any School Board owned facility or vehicle, on School Board owned property, or at any School Board sponsored event.**

Students are prohibited from possessing or using tobacco products during school sponsored events whether on or off District property. If a tobacco citation is issued by a School Resource Officer (SRO) it is mandatory that the students pay a civil penalty and attend a "school approved anti-tobacco program." The anti-tobacco program is ten weeks and is offered at the Substance Awareness Center of IRC. **Failure to complete this program or pay the civil penalty will result in the suspension of driver's license or withholding of license.** Additionally, students possessing or using tobacco products on School District of Indian River County (SDIRC) property are subject to progressive disciplinary consequences as follows:

First offense: Verbal reprimand, report to parent, confiscate item.

Second offense: Referral to tobacco program, call to parent, detention.

Third offense: Mandated referral to law enforcement, detention.

### **ATTENDANCE PROCEDURES K-12**

Pursuant to Board Policy 5200, school attendance is the direct responsibility of the parent(s)/guardian(s) and students. All students are expected to attend school regularly and to be on time for classes in order to benefit from the instructional program and to develop habits of punctuality, self-discipline and responsibility. Attendance of students for at least 180 days of instruction or the equivalent, as provided by law and regulations of the State Board of Education, shall be required except for absences due to illness or as otherwise provided by law and this Board policy.

~~daily school attendance is essential to the educational success of each student. Students are expected to be in school and in class on time in order to receive full benefit from the instructional programs.~~ **School attendance shall be the responsibility of the parents/guardians and students.**

In accordance with F. S. 1003.26, district school board policies shall require the parent of a student to justify each absence of the student. The parent/guardian is required to provide a statement of the cause for the absence. The board reserves the right to verify such statements and to investigate the cause of each absence. **Parent or guardian shall report absences in writing with parent or guardian signature, by phone, or via e-mail to the Principal (at your child's school) within 48 hours.**

**All students must be in attendance a minimum of four (4) hours of instruction to be considered present each day.**

#### **Types of Absences (3)**

1. **Excused Absence**
  - a. Illness of student.



- b. Serious illness or death in student's immediate family.
- c. Students excluded from school for head lice or nits will be allowed up to three (3) school days to remove the lice or nits. After three (3) school days for a single occurrence, the absences will be considered unexcused unless the principal/designee extends the excused classification for special circumstances.
- d. Doctor/dental appointments. **Parents are encouraged to schedule appointments after school hours.**
- e. Health issues as they relate to pregnant teens, teenage mothers and/or their children. Appointments after school are encouraged.
- f. **Personal legal matters/Other reasons authorized by law.**
- g. Religious holidays of the family's specific faith or religious instruction which forbids secular activity at such time.
- h. ~~Insurmountable condition (principal-approved)~~

**Final determination of whether an absence is excused or unexcused is the responsibility of the principal.**

NOTE: School-sponsored trips, extracurricular activities, assemblies, and internal suspensions are not considered absences.

**NOTE: Family vacations with parents, college visits, trips, special honors/awards, etc. for which a student will miss three (3) or more days of school are considered unexcused, unless approved by the principal at least five (5) school days in advance.** Such notice is required to obtain work assignments. Parents are encouraged to take family vacation during school breaks.

## 2. Unexcused Absence

- a. Any absence other than those listed above as excused.
- b. Absent/tardy from school or class without the knowledge/permission of the parent/guardian or school authorities.
- c. ~~Unexcused absences shall not be grounds for suspension from school. but may result in detention or placement in existing alternative programs.~~

## 3. Late Arrival, Tardiness to Class, and Early Departure from School

A late arrival ~~tardy~~ is defined as arriving to school after the designated starting time. A tardy is defined as an arrival to class after the designated starting time or the tardy signal has sounded. When tardies become excessive (four (4) or more times per nine-week grading period), the parent/guardian will be notified by the classroom teacher to discuss the problem. If the problem continues, a progression of actions will be taken by the administration to address the problem. (See matrix, page 19).

- a) An early departure is any unexcused departure prior to the end of class or school. Parents are encouraged to maintain student attendance for the entire school day with minimal interruptions or unnecessary requests for early dismissal.
- b) **Students shall not be released within the final 30 minutes of the school day unless the Principal/designee determines that it is an emergency or the student has a medical/dental or court appointment that cannot be rescheduled.**

## Patterns of Nonattendance

There are four types of patterns of nonattendance:

- five (5) unexcused absences within a calendar month
- ten (10) unexcused absences within a 90 calendar day period,
- excessive excused: (accumulating more than nine excused absences which requires documentation)
- absences which occur in patterns during the semester (which requires documentation)

**NOTE: Any combination of excused/unexcused absences of more than nine (9) days per semester will require appropriate documentation in order to be excused. F.S. 1003.24**

The student's primary teacher shall report to the school Principal/designee when a student may be exhibiting a pattern of nonattendance. The principal shall refer the case to the school's ~~Problem Solving/Response to Intervention (PS/RTI)~~ **Multi-tiered System of Supports (MTSS)** team to determine if patterns of truancy are



developing. If the team finds that a pattern of nonattendance is developing, whether the absences are excused or not, a meeting with the parent/guardian must be scheduled to identify potential interventions.

Interventions may include, but need not be limited to:

1. Frequent communication between the teacher and the family
2. Changes in the learning environment, placement into different classes
3. Mentoring and/or student counseling
4. Tutoring, including peer tutoring
5. Evaluation for alternative education programs such as performance based diploma (PBD)
6. Attendance agreements
7. Referral to other agencies for family services or other interventions

After a parent conference with the school principal/designee, schools should use a variety of interventions (after school detention, supervised work detail, Friday/Saturday School, after school programs) to improve unexcused absences.

### Required Documentation for Nonattendance

1. Documentation for illness of student: Doctor's note or proof of hospitalization (***NOTE: Chronic illness requires a health care plan and annual review by the appropriate school health care staff***)
2. Documentation for serious illness or death in student's immediate family: Obituary, death certificate, etc.
3. Documentation for students excluded from school for head lice or nits: Verification form from health assistant.
4. Documentation for doctor/dental appointments: Parents/Guardians are encouraged to schedule appointments after school hours – Note from the doctor or dentist.
5. Documentation for health issues as they relate to pregnant teens, teenage mothers and/or their children: Note from doctor.
6. Documentation for legal matters: Subpoenas, note from court clerk, attorney, etc.
7. Documentation for religious holidays of the family's specific faith or religious instruction: Letter from minister, rabbi, priest or appropriate faith official.

### Withdrawal from School

As per F.S. 1003.21, (2) (c), a student who attains the age of 16 years during the school year is not subject to compulsory school attendance beyond the date upon which he or she attains that age if the student files a formal declaration of intent to terminate school enrollment with the district school board. Public school students who have attained the age of 16 years and who have not graduated are subject to compulsory school attendance until the formal declaration of intent is filed with the district school board. The declaration must acknowledge that terminating school enrollment is likely to reduce the student's earning potential and must be signed by the student and the student's parent. The school district must notify the student's parent of receipt of the student's declaration of intent to terminate school enrollment. The student's guidance counselor or other school personnel must conduct an exit interview with the student to determine the reasons for the student's decision to terminate school enrollment and actions that could be taken to keep the student in school. The student must be informed of opportunities to continue his or her education in a different environment, including, but not limited to, adult education and GED test preparation. Additionally, the student must complete a survey in a format prescribed by the Department of Education to provide data on student reasons for terminating enrollment and actions taken by schools to keep students enrolled.

**Minors who have terminated school enrollment are reported to the Department of Motor Vehicles and the driver license will be suspended or will not be issued a license if they apply for one as per F.S. 322.091 and 1003.27(b).**

### School Attendance

School attendance is required of all students between the ages 6 (or turning age 6 before February 1) and 16 unless otherwise exempt by law. **All enrolled students are expected to attend regularly.**

#### Student Responsibilities:

- Attend all classes every day.

- If absent, student will obtain missing assignments from teacher(s), complete the work, and turn in to teacher(s) within the designated time period.
- Obtain pre-approval from administration for college visits, and other educational opportunities.
- Remain on campus. Walking or driving to any location off the school's campus, such as a convenience store or food establishment will be considered skipping and subject to disciplinary action.
- Students over age 16 are required to comply with all school rules and all rules and regulations established by the School Board.
- Students who have attained the age of 18 and who are not dependents will be treated as the sole persons responsible for their school records and other school-related matters.

#### **Parent/Guardian Responsibilities:**

- It is the parent/guardian's responsibility to be aware of all absences. Check your child's attendance regularly on eSembler.
- Report all absences to the **attendance clerk** at your child's school within 48 hours of the absence. Failure to notify the school within 48 hours will result in an unexcused absence.
- **Provide advance written notice if you need to remove your child from class for appointments.**
- Be aware of the penalties associated with excessive absences, unexcused absences and tardies.
- Participate and attend conferences that are arranged to discuss your child's attendance.
- Come to the school to present or send the documentation for changing unexcused absences into excused absences.
- Be aware that the school day begins when your child gets on the bus or arrives on campus during established school hours and that he/she is not permitted to leave campus once arriving at school.

#### **School Responsibilities:**

- Teachers are responsible for keeping accurate records of absences and tardies on eSembler each day.
- The automated phone system (Connect Ed) will call the day a student is absent from any class.
- **All teachers will call the parent/guardian after 3 unexcused absences.**
- A letter will be sent to the parent/guardian when a student has accumulated ten (10) days of unexcused absences.

#### **Homework/Class Work/Make-up Work**

1. Students who are suspended will be provided homework/class work/make-up work after 24 hours. Parents need to come to the school to pick up the work.
2. All students will be permitted to make up work regardless of the type of absence. Two days for each day of absence shall be given to **complete all make up work- all missed work. and shall do so on his/her own initiative.** ~~The type of work will be at the~~
2. ~~Projects, exams, tests, or quizzes shall be rescheduled at the discretion of the teacher., giving equivalent time to make up work.~~
3. ~~It is the parent/student responsibility to initiate a request for make-up assignments. Parent/students are responsible for requesting make-up assignments.~~

**NOTE: While make-up work will be provided to students, no activities or assignments can replace the learning that occurs in the classroom when the student is present.**

#### **Habitual Truancy and Truancy Court**

**Habitual truancy is defined as a student with 15 or more unexcused absences within 90 calendar days in accordance with 1003.01(8), F.S.**

**If the parent/guardian and student do not comply with attempts to enforce school attendance, the superintendent or his designee shall refer the case to the staffing committee at **Children in Need of Services/Families in Need of Services (CINS/FINS)**, pursuant to s. 984.12 or file a truancy petition pursuant to the procedures in s. 984.151.**



For all minors, unexcused absences of 15 or more days within 90 calendar days are reported to the Department of Motor Vehicles and the driver license will be suspended or will not be issued a license if they apply for one as per F.S 1003.27(2)(b).

### DRESS AND GROOMING CODE FOR STUDENTS

Pursuant to Board Policy 5511, the School Board authorizes the Superintendent to establish a dress code, which may include a school uniform in order to promote a safe and healthy school setting and enhance the educational environment. the School Board believes that there is a positive relationship between student attire, achievement, attitude, and behavior. Accordingly, the Superintendent shall establish such procedures as are necessary to promote discipline, maintain order, secure the safety of students, and provide a healthy environment conducive to academic purposes. Such procedures shall prohibit student dress or grooming practices which:

1. present a hazard to the health or safety of the student himself/herself or to others in the school;
2. materially interfere with school work, create disorder, or disrupt the educational program;
3. cause excessive wear or damage to school property;
4. prevent the student from achieving his/her own educational objectives because of blocked vision or restricted movement.

The intent of this district dress code is to establish dignity and professionalism in the classroom, on the school bus, and in school. It is also intended to improve the enforcement and discipline procedures to be followed by teachers and administrators. A student's appearance should not be a distraction/disruption to the learning environment. The dress code is not intended to be punitive but to promote academic success. It is intended to improve school spirit and pride; students are encouraged to wear their school shirts.

**Responsibility for the dress and appearance of students rests primarily with the parents/guardians; they are expected to monitor student dress before leaving home. The school will contact parents/guardians to communicate continued dress code violations.**

**The Principal School-based administrators have has the final authority to determine when personal appearance and dress do not meet the Code of Student Conduct standards. They also have the authority to take appropriate action; progressive disciplinary measures will be applied to ensure compliance with the Code of Student Conduct. Failure to correct inappropriate dress may be considered to be open defiance.** Consequences for violating the dress code may include warning, detention, in-school suspension, and possible suspension. (See matrix, page 18.)

According to F. S. **1003.31**, The school functions in loco parenti and is responsible for the student while attending school. The School Board establishes and defines appropriate appearance and attire for the proper, orderly, and safe functioning of the school environment. **Student dress should always project a positive image of the individual and should be appropriate to a school setting at all times.** Below are the rules of the dress code.

- No Clothing with inappropriate sayings, themes or advertisement will **not** be allowed. This includes but is not limited to alcohol, tobacco, drugs, firearms, or gang related insignias/clothing.
- The size of shirts, blouses, or pants shall be appropriate to the student's body size and shall not be unduly oversized or undersized. **This includes the wearing of overly tight-fitting see-through apparel including sheer, net, or mesh clothing.**
- All clothing must cover the shoulders and have sleeves.
- Underwear will not be visible or seen through clothing including sheer, net, or mesh clothing. **Modesty is expected.** Sleepwear is not permitted.
- Pants must be worn above the hip bone, no undergarments visible, and not present a safety hazard **as per F.S. 1006.07.**
- **Modesty is expected.** Clothing should cover from the shoulders to the waist at all times. Clothing that exposes the midriff area while standing, sitting, or reaching is not acceptable. Clothing should cover from the neck or just below the neck with no tops with low or revealing necklines.
- All shorts, skorts, and skirts must extend beyond finger length or mid-thigh whichever is longer.



- Shoes and sneakers are the preferred footwear. No slippers of any kind will be allowed. Elementary students will be required to wear sneakers or tennis shoes. Middle school students must have footwear with a back or a strap across the back as the manufacturer intended. ~~Mismatched shoes/socks are not permitted.~~
- No holes will be allowed in clothing above the knees.
- ~~Sunglasses, hats, Hoods, headphones\*, ear buds\*, hair picks, combs, do rags, stocking caps, bandanas, scarves, towels~~ and other headgear are ~~prohibited. not to be worn indoors.~~ When authorized by the administrator, they ~~Hats and sunglasses~~ may be worn outdoors during for P.E. activities, recess, or other areas ~~of the school when authorized by the principal.~~
- Jewelry, accessories, or extended fingernails that could be deemed unsafe or injurious to self or others will not be allowed. Dog-type collars, chains, and anything with spikes are not allowed. ~~Adornments that, in the Principal's judgment could cause injury, be a safety risk or cause a disruption to the school environment may not be worn. Examples of prohibited adornments include, but are not limited to, hoops or rings attached to the nose, eyebrow, cheeks or lips.~~
- ~~Hair coloring or style that may cause a substantial disruption to the educational environment, as determined by the Principal, is prohibited.~~
- ~~Contact lenses that alter the appearance of the eye (other than to another naturally occurring color) are not allowed.~~
- ~~Trench coats are prohibited.~~
- ~~Tattoos deemed inappropriate by the Principal must be covered.~~
- Certain courses may have a more specific dress code.

~~\*unless otherwise approved for instructional purposes and/or authorized by the Principal~~

**NOTE:** As per F.S. 1006.07 (2)(d)(1), wearing clothing during the school day that exposes underwear or body parts in an indecent or vulgar manner or that disrupts the orderly learning environment is prohibited. ~~The following progressive disciplinary consequences will apply.~~

First offense: Verbal warning and parent/guardian is called.

Second offense: Student is ineligible to participate in any extracurricular activity for a period of time not to exceed five days and a parent conference will be held.

Third offense: In-school suspension not to exceed three days, student cannot participate in any extracurricular activity for a period not to exceed 30 days, and ~~Principal/designee~~ shall call parent/guardian and send a written letter of in-school suspension and ineligibility to participate in extracurricular activities.

**NOTE:** F. S. 1001.43(1)(b) ~~authorizes the Board to establish dress code requirements.~~ All elementary schools will adhere to a unified dress code established by the School Board and superintendent. For middle and high school the School Board delegates to the School Advisory Council (SAC) whether a unified dress code or restrictive dress code is required or necessary for the safety or welfare of the student body or school personnel. A SAC determination that a uniform or restrictive dress code is required or necessary in accordance with the standard in shall be submitted to a vote of the families of students at such school, pursuant to a procedure established by the superintendent. If the proposition is approved by persons eligible to vote and voting, and passes with a written vote of at least sixty-six and two thirds percent in favor of the proposition, then the requirement for a uniform or restrictive dress code shall be established and enforced at that school.

#### AUTHORITY OF SCHOOL STAFF

Florida school laws grant principals, assistant principals, ~~deans,~~ teachers, bus drivers, and other school staff authority for the control and discipline of students. **Students are expected and required to follow the requests and directives of all administrators, teachers, bus drivers, school staff members, school volunteers, and chaperones when on School District property or at other places where they are under the supervision of school personnel.** School staff may interview students without prior parental notification so long as the purpose



of the interview is reasonable and not arbitrary. This is consistent with federal and Florida law, and the doctrine of *in loco parentis*.

The school principal will fully support the authority of each teacher and school bus driver to remove disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students from the classroom and the school bus ~~and~~, when appropriate ~~and available~~. Before a student will be returned to the class due process procedures will be followed. At the review, placement to an alternative setting may be recommended. The teacher has the authority not to take back the student who was removed until the placement review is held. The school bus driver has the authority to remove the student from the bus. Completion of the misconduct **discipline referral** form to the Principal is required.

**Note:** **F.S. s 1003.32 and 1006.11** authorize a teacher to have violent and disruptive students temporarily removed from the classroom or an area of supervision. Teachers are also authorized under this rule to use reasonable force when necessary, to protect themselves, students, and other adults from violent acts.

**Note:** **F.S. 1006.11 (2)** provides that a principal, teacher, other staff member, or bus driver shall not be civilly or criminally liable for any action carried out in conformity with School Board rules regarding the control, discipline, suspension, and expulsion of students, except in the case of excessive force or cruel and unusual punishment.

### SCHOOL RESOURCE OFFICERS/LAW ENFORCEMENT

School Resource Officers (SROs) are employees of the Indian River County Sheriff's Office who are housed at all middle and high schools. As sworn law enforcement officers, the SROs work with the school administration and staff to maintain a safe and lawful environment for all students and staff. Since SROs are governed by state statute, they cannot, by law, ignore any criminal acts that may come to their attention and, as such, are required to respond appropriately within the law. School Board Policy **5540** states that SROs are not required to document parent contact prior to interviewing a student suspect, victim, or witness so long as they are performing their job duties in accordance with law and procedures that apply to the conduct of SROs at their assigned schools.

Other law enforcement personnel must check in with the Principal or designee when coming on campus except in the case of a bona fide emergency involving a public safety emergency. The Principal has the authority to deny an on campus interview if, in the discretion of the Principal, the interview may disrupt the educational program for the student or the school to an unreasonable degree. Other law enforcement officers have the authority to question students on school grounds who are either suspects or witnesses to criminal acts without parent/guardian present, but school staff will make reasonable efforts to notify the parent/guardian and document those attempts.

### SEARCH & SEIZURE

Pursuant to Board Policy **5771**, Principals School administrators/designees have a responsibility for the health, safety, and welfare of their students. The principal/designee shall place clearly visible signs in prominent locations within the school concerning the right of personnel to conduct searches upon reasonable suspicion that illegal, prohibited harmful items, or substances may be concealed. Lockers are school property and may be opened and searched by school authorities at any time.

Principals School administrators/designees may conduct a warrantless search of a student's possessions, locker, a student's vehicle, or any other storage area (i.e., bookbags, purses) on school property, if they have reason to believe that contraband (illegal, prohibited, or harmful items or substances) is present. School officials, in coordination with law enforcement, may use canine sniffers for searches on campus without prior notification to students. When alcohol or drug use is reasonably suspected, students may be required by staff to submit to a breathalyzer or drug test. If a student refuses to submit to a drug or alcohol test following reasonable suspicion by staff that the student is under the influence of alcohol, drugs, or any other contraband substance, the student will be subject to discipline for open defiance/insubordination/gross disrespect as defined and provided in this Code.

Driving to school is a privilege for students. School administrators/designees have the legal right to search any vehicle brought onto a school campus if it is suspected that the vehicle contains contraband.

### BUS SAFETY RULES

SAFETY IS OUR FIRST CONCERN



These rules have been developed to promote the safety of all students who have been granted the privilege of riding an Indian River County School District bus. **Riding the school bus is an extension of the classroom and of the school day. Failure to comply with the Code of Student Conduct could result in the permanent loss of riding privileges and suspension and/or expulsion from school.**

**F.S. 1001.54 (1)(c)** gives a school bus driver the authority to remove disobedient, disrespectful, violent, abusive, uncontrollable or disruptive students from the bus. The bus driver completes the Misconduct ~~discipline referral~~ form and submits it to the principal.

To ensure safety, electronic devices that create disruption, noise, or distraction to the driver will result in a consequence. **The bus driver has discretion to terminate use of electronic devices.**

#### Bus Stops

- Students should be at their assigned bus stops five (5) minutes prior to the scheduled arrival time of the bus.
- According to School Board Policy 8-11-(E) **8600**, any parent or guardian of a disabled, Pre-K and kindergarten student shall provide the necessary assistance to the child while he/she is en route to and from the bus stop and to provide the necessary supervision of the child at the bus stop.
- Students who must cross the road before boarding or after leaving the bus, must do so only in front of the bus.
- Students must stand well off the roadway while waiting for the bus. Students should enter in an orderly manner and should not attempt to enter the bus until it is completely stopped and the door opens.
- Misbehavior at the bus stop will be investigated to determine if disciplinary action will be taken by the school administrator. The incident may require local law enforcement to take action if the misbehavior occurs away from the student's designated bus stop.

#### On the Bus

##### Appropriate Student Behavior:

- Keep all body parts (head, hair, arms, hands, legs, and feet) inside the bus.
- Stay in your assigned seat except when entering or exiting the bus.
- Use appropriate language and speak in a quiet or normal tone of voice.
- Wear seat belts if provided.
- Only articles that can be carried on the student's lap, without blocking the driver's view, interfering with seating, aisles, or emergency exits, are permitted on the bus. Items such as balloons, bouquets, large musical instruments, etc. are not permitted.
- Cell phones and electronic communication devices should only be used **in** such a way that they do not distract the bus driver. Headphones are required when listening to any audible signal.

##### Inappropriate Student Behavior:

- The use of electronic devices to take or send pictures or images is prohibited
- Fighting, rough housing, making loud noises and behavior that is distracting to the driver.
- Throwing objects.
- Vandalism.
- Public displays of affection and/or sexual behavior.
- Being disrespectful and/or disobeying the bus driver or assistant.
- Delaying the bus route schedule.
- Drinking/eating on the bus, or having open food or beverage containers.
- Boarding or exiting at a bus stop other than your assigned stop.
- Standing in the seat.
- Live animals, glass containers, skateboards, rollerblades, laser pointers, and objects that could be used to inflict bodily injury are specifically banned from the bus.

**Inappropriate student behavior will be referred to the Principal/designee for disciplinary action.**

#### Permission to Ride an Alternate Bus



Students must get on and off the bus at their designated stops. Permission to ride an alternate bus must be requested in writing 24 hours prior and approved by the Principal and the Director of Transportation. A phone number must be included on the request as the parent will be contacted to confirm. Requests will be honored on a space available basis. Emergencies will be handled on a case by case basis.

## **COMMUNICATION DEVICES (ELECTRONIC AND WIRELESS) AND LASER DEVICES PROHIBITED WIRELESS COMMUNICATION DEVICES (WCDs)**

**Definition:** Electronic devices are those which provide communication by text, word, voice or picture such as cell phones, palm pilots, laptop computers and listening/music devices, including, but not limited to, iPods, iPads, MP3 players, CD players, ebook readers (i.e., Kindle, Nook), etc. A "wireless communication device" is a device that emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor. The following devices are examples of WCDs: cellular and wireless telephones, pagers/beepers, personal digital assistants (PDAs), BlackBerries/Smartphones, WiFi-enabled or broadband access devices, two-way radios or video broadcasting devices, laptops, and other devices that allow a person to record and/or transmit, on either a real time or delayed basis, sound, video or still images, text, or other information.

**F.S. 1006.07(2) (e) (f)** states that students may possess cell phones or other wireless communication devices while on school property or in attendance at a school function. However, the **use** of cell phones and other wireless communication devices **is prohibited at any time during the school day unless use is authorized by the Principal or designee**. For clarification, the school day begins when a student arrives on school property. (The use of cell phones is permitted in designated high school parking areas before and after school.) These devices must be turned off (including vibrate) and stored in a locker, book bag, pocket, purse or other carried container and are not permitted to be displayed in any fashion. Any unauthorized use of an electronic device including visible display of the device, turning the device on, and/or the inadvertent ringing, beeping, alerts, is considered a disruption to the learning environment and will be grounds for disciplinary action. Disciplinary actions may include Time Out/In-School-Suspension (ISS), or other interventions listed on the Matrix of Infractions.

**Use/Misuse of Cell Phones/Electronic Devices:** An electronic device or cell phone used during school hours, to include, but not limited to: placing a call, receiving a call, texting, taking pictures, or any other active use of the phone without authorization. Only the **Principal** school administrator or designee may authorize the use of electronic devices as defined above during non-instructional time, before school and during lunch. Disciplinary actions for this infraction may result in out of school suspension. See Matrix of Infractions. Disciplinary actions may include time out/ISS, or other interventions listed on the Matrix of Infractions.

Students may not use WCDs on school property or at a school-sponsored activity to access and/or view Internet web sites that are otherwise blocked to students at school.

Students are personally and solely responsible for the care and security of their WCDs. The Board assumes no responsibility for theft, loss, support, maintenance, damage, or vandalism to WCDs brought onto its property, or the unauthorized use of such devices.

Any laser device, not authorized for use as a learning tool, is prohibited on school grounds or school buses and possession of such device will result in confiscation and possible disciplinary action.

**NOTE:** If a communication device is used in a criminal act while the student is on school property or in attendance at a school function, there is the possibility of disciplinary action by the school or criminal penalties by a court of law.

**NOTE:** "Sexting" is the transmission of nude images or acts of sex or sexual conduct by electronic means, including but not limited to through the use of cell phones, PDA's and other portable devices of any type, or through computers or by any other electronic or machine device. It is a violation of this Code for students to participate in "sexting" in any manner (either by posing, transmitting, receiving, or assisting with any aspect of the activity) while on campus, participating in any school or school-sponsored activity, or while being transported under the authority of the School District. The act may be a crime and students violating this Code by "sexting" may be referred to law enforcement in addition to being disciplined as provided in the Matrix. Students and parents should be aware that "sexting" may be considered



pornography or child pornography if it involves minors, and a violator may be listed as registered sex offender. "Sexting" is a misuse of cell phones/electronic devices. and also could be considered production and/or distribution of obscene/ inappropriate materials.

**NOTE:** Students are prohibited to use District facilities/internet access to view or listen to inappropriate messages or entertainment including, but not limited to material that is sexually suggestive, drug-related, gambling-related, and excessively violent or pornography. Students are required to read, understand and complete the Network Access Application found on page 24 in this Code.

Any laser device, not authorized for use as a learning tool, is prohibited on school grounds or school buses and possession of such device will result in confiscation and possible disciplinary action.

## **BULLYING AND HARASSMENT ARE PROHIBITED**

~~**Bullying and harassment will not be tolerated in our schools. Students are expected to report such incidents to school authorities, and offenders will be disciplined.**~~ Students are **strictly prohibited** from making direct or indirect threats of **extreme** violence against individuals or groups. Any threat of such violence should be **reported immediately** to a teacher or school administrator. All threats of extreme violence (oral, written, electronic, or symbolic) will be reported to law enforcement and vigorously investigated. A student found to have made a threat of extreme violence is subject to disciplinary consequences, up to and including: **suspension, expulsion, arrest, and prosecution.**

Pursuant to Board Policy 5517.01, the School Board is committed to providing an educational setting that is safe, secure, and free from harassment and bullying for all of its students and school employees.

The District will not tolerate unlawful bullying and harassment of any type. Conduct that constitutes bullying and harassment, as defined herein, is prohibited:

- A. during any education program or activity conducted by the District;
- B. during any school-related or school-sponsored program or activity or on a school bus of the District; or
- C. through the use of data or computer software that is accessed through a computer, computer system, or computer network of the District.

This policy has been developed in consultation with District students, parents, teachers, administrators, school staff, school volunteers, community representatives, and local law enforcement agencies as prescribed in F.S. 1006.147 and in conformity with the Florida Department of Education (FLDOE) Model Policy.

The Superintendent shall develop a comprehensive plan intended to prevent bullying and harassment and to cultivate the school climate so as to appropriately identify, report, investigate, and respond to situations of bullying and harassment as they may occur on school grounds, at school-sponsored events, and through school computer networks. Implementation of the plan will be ongoing throughout the school year and will be integrated with the school curriculum, District disciplinary policies, and violence prevention efforts.

### **Consequences for Bullying and Harassment**

Consequences and appropriate remedial action for students who commit acts of bullying or harassment or found to have falsely accused another as a means of bullying or harassment may range from positive behavioral interventions up to and including suspension or expulsion.

**Bullying** means systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to: teasing, social exclusion, threat, intimidation, stalking, physical violence, theft, sexual, religious, or racial harassment, public humiliation, or destruction of property.



### **Bullying is not:**

- An altercation between equals;
- Good natured playful teasing among equals or peers;
- Isolated incident, or;
- Annoying different people at different times.

### **What is Harassment?**

**Harassment** means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:

1. Places a student or school employee in reasonable fear of harm to his or her person or damage to his or her property;
2. Has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or;
3. Has the effect of substantially disrupting the orderly operation of a school.

**Bullying and harassment** also encompasses:

1. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.
2. Perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by:
  - a) Incitement or coercion;
  - b) Accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the district school system, or;
  - c) Acting in a manner that has an effect substantially similar to the effect of bullying or harassment.

### **What is Cyberstalking?**

**Cyberstalking** as defined in **F.S. 784.048(1)(d)**, means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.

### **Reporting and Investigation**

Any student or student's parent/guardian who believes s/he has been or is the victim of bullying or harassment should immediately report the situation to the Principal. The student may also report concerns to teachers and other school staff who will be responsible for notifying the appropriate administrator.

Written and oral reports shall be considered official reports. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.

Bullying and other forms of aggressive behavior will be fully investigated and documented following administrative steps contained in Bullying Investigative Procedures.

### **WHAT SHOULD YOU DO IF YOU ARE BULLIED?**

If you are being bullied during the school day, at a school event, at an after school program, or on the bus, report it to a school administrator who can take action.

Remember: **NO GO TELL**

**NO:** Tell the person to stop or you can say to yourself, "No, I won't allow this person to make fun of me, tease me, or bully me."

**GO:** Walk away calmly, tell the bully to stop or say nothing, don't fight back, find a friend to walk away with you. Try not to show anger or fear. Students who bully like to see that they can upset you.

**TELL:** Tell your teacher, school counselor, or an administrator if you are being bullied at school. Telling is not tattling. Write down, (or ask someone to write down for you), what happened, where it happened and when, and who bullied you. Remember you can always tell your parents or guardians.

Report the incident:

- To an adult;
- In writing, or;
- Anonymously (put in the "Comments" box in the school office).

If bullying occurs after school hours, notify your SRO or report it to your local enforcement officer.

If you witness bullying (you are a bystander), you should:

- Refuse to join in;
- Never fight a bully;
- Get others to help you speak out against the bully;
- Distract the bully, or;
- Report all bullying to administration.

For more information see School Board Policy [5517.01](#). [Bullying and Harassment Prohibited](#).

## **TEEN DATING VIOLENCE OR AND ABUSE PROHIBITED**

The School Board strictly prohibits any act of dating violence and abuse committed by one student against another on school property, during a school-sponsored activity, or during school-sponsored transportation.

### **Dating Violence and Abuse Defined**

For purposes of this policy, dating violence and abuse shall be defined as emotional, verbal, sexual, or physical abuse of a student who is in a current or was in a past dating relationship by the other person in that dating relationship. Abuse may include insults, coercion, social sabotage, sexual harassment, stalking, threats and/or acts of mental, physical or sexual abuse. It may also be a pattern of demeaning, coercive, abusive actions that amount to emotional or psychological abuse. Dating violence and abuse may also include abuse, harassment, and stalking via electronic devices such as cell phones and computers, as well as harassment through a third party.

~~Teen dating violence is a pattern of emotional, verbal, sexual, or physical abuse used by one person in a current or past dating relationship to exert power or control over another when one or both of the partners is a teenager. The School District will not tolerate any form of teen dating violence or abuse on school property during any school-related or school sponsored program or activity or during school-sponsored transportation. During this school year there will be instruction to students in grades 7–12 and training for staff regarding teen dating violence.~~

~~Students will be instructed in four areas:~~

- ~~• Define teen dating violence and abuse;~~
- ~~• Define healthy and unhealthy relationships;~~
- ~~• Identify warning signs and barriers to leaving an unhealthy relationship, and;~~
- ~~• Identify preventive measures and locate community resources.~~

~~School staff will receive training to increase:~~

- ~~• Knowledge and understanding of healthy and unhealthy relationships;~~
- ~~• Understanding of how to respond to a victim, and;~~
- ~~• Knowledge of community resources.~~

~~Dating violence and abuse reports shall be investigated, documented and referred to appropriate agencies in accordance with Board Policy [5517.03](#) and **F. S. 1006.148**.~~

## **GUN FREE SCHOOLS**

The ***Gun Free Schools Act of 1994*** establishes that any student who is determined to have brought a firearm, as defined in *18 U.S.C. s.921*, to school, any school function, or on any school sponsored transportation will be



expelled, with or without continuing educational services, from the student's regular school for a period not less than one full year and will be referred for criminal prosecution.

***Parents and Students: A common pocketknife or equivalent is not allowed on school grounds (including vehicles, backpacks, lockers, bus stops, etc.) or while in attendance at school sponsored activities. Possession could result in suspension and/or being recommended for expulsion from school.***

**ZERO TOLERANCE POLICY FOR  
STUDENT CONDUCT  
VIOLENT CRIMES AND VICTIMIZATION**

The School Board has a ~~zero tolerance student conduct~~ policy for crimes committed on campus, during any school sponsored event, or crimes which have a nexus to school operations of the District. Students are hereby notified that they may be reported to law enforcement and are potentially subject to arrest and criminal prosecution if they commit a crime ~~identified as zero tolerance~~. The School Board's Policies, including the Zero Tolerance 5500, 5605, and 5605a may be viewed in their entirety on-line at mailto: [www.indianriverschools.org](http://www.indianriverschools.org).

**ZERO TOLERANCE FOR  
STUDENT CONDUCT  
CONTROLLED SUBSTANCES AND ALCOHOL**

It is the intent of the Indian River County School Board and Administration to make very clear that ~~there is a zero tolerance relating to~~ drugs and alcohol ~~will not be tolerated~~. There will be disciplinary action (suspension with recommendation for expulsion) taken when a student is determined to be under the influence of alcohol or other controlled substances as well as in matters involving possession, usage, delivery, sale, or the intent to sell or distribute drugs or alcohol on school property, on school-sponsored transportation, or school bus stops, on school buses during school-sponsored activities. The law enforcement agency that has jurisdiction will be notified as soon as possible with violations involving drugs and alcohol.

**Illegal drugs and controlled substances will include the substances listed in F.S. 893 and a prescription drug in the possession of anyone other than the individual for whom the drug or narcotic was prescribed. The delivery of a prescribed drug to someone, other than the person for whom it was prescribed, will also violate school policy and subject the student to disciplinary action. Over the counter medication possessed, consumed, or distributed, is a serious infraction and will also be subject to disciplinary action.**

**SUSPENSION**

~~Suspension is a disciplinary sanction that orders the removal of a student from a class, all classes, the school bus, and/or extra-curricular activities for a prescribed period of time. The Principal may suspend a student for a violation(s) of this Code of Student Conduct. No single suspension shall be for more than ten days; however, the superintendent may extend a suspension beyond ten days when school board action is pending on a recommendation for expulsion of the student. The principal or principal's designee shall make a good faith effort to employ parental assistance or alternative consequences for misconduct prior to suspending a student, except in emergencies, disruptive conditions, or incidents involving a serious breach of conduct.~~

**Guidelines for Suspension**

~~Before a suspension may be imposed, the student is entitled to be orally informed of the Code of Student Conduct provision(s) allegedly violated and the nature of the conduct constituting the violation. Each student shall be given an opportunity to orally present his/her version of the incident as well as an opportunity to give a written statement.~~

~~No student shall be suspended for unexcused tardiness, skipping, absence, or truancy.~~

**Parent Notification**

~~The Principal or his/her designee shall make a good faith effort to notify the parent/guardian by telephone prior to initiating the suspension.~~



~~When a student is assigned an out of school suspension, the Principal or principal's designee shall notify the student's parent/guardian in writing, by hand-delivery or mail, within 24 hours of the action taken. A copy is also forwarded to the superintendent's designee. The written notice shall contain the following information:~~

- ~~a. The provision(s) of the Code of Student Conduct violated;~~
- ~~b. The specific conduct giving rise to the violation(s);~~
- ~~c. The date of the offense(s);~~
- ~~d. Restrictions as to the student's appearance on the school campus and at school-sponsored activities, and;~~
- ~~e. An opportunity to discuss the suspension with the Principal or principal's designee.~~

~~The principal or principal's designee shall suspend a student immediately if the student has committed an act which imposes an immediate danger to students or staff members, or if the violation is one of physical assault, or one which has an immediate disruptive effect upon the orderly conduct of the school.~~

~~**Students who have been suspended shall not, under any circumstance, return to any School District of Indian River County property or school-sponsored event during the term of the suspension and will be subject to arrest for trespassing.**~~

~~According to **Florida Statute 1003.01(5) (a)**, a suspended student is remanded to the custody of his/her parent(s) with specific homework/classroom assignments to complete during the period of suspension.~~

- ~~• The student will be held responsible for completing teacher-assigned work during the period of suspension.~~

## EXTRA-CURRICULAR ACTIVITIES

Pursuant to Board Policy 5610.05, participation in extra-curricular activities, including interscholastic sports, is a privilege and not a right. Therefore, the School Board authorizes the Superintendent, principals, and assistant principals to prohibit a student from participating in any particular or all extra-curricular activities of the District for offenses or violations of the Code of Student Conduct for a period not to exceed the remainder of the school year in which the offense or violation of the Code of Student Conduct took place.

In addition, student athletes are further subject to the Florida High School Athletic Association (FHSA) Code of Conduct and may be prohibited from participating in all or part of any interscholastic sport for violations therein.

Students prohibited from participation in all or part of any extra-curricular activity are not entitled to further notice, hearing, or appeal rights.

## REMOVAL, SUSPENSION, AND EXPULSION OF STUDENTS

Pursuant to Board Policy 5610, the School Board recognizes that exclusion from the educational program of the schools, whether by emergency removal, suspension, or expulsion, is the most severe sanction that can be imposed on a student in this District, and one that cannot be imposed without due process.

No student is to be removed, suspended, expelled, or excluded from an activity, program, or a school unless his/her behavior represents misconduct as specified in the Code of Student Conduct approved by the Board. The Code shall also specify the procedures to be followed by school officials. In addition to the procedural safeguards and definitions set forth in this policy and the Code of Student Conduct, the procedures set forth in Policy 5605 shall apply to students identified as disabled under the IDEA and/or Section 504 of the Rehabilitation Act of 1973.

For purposes of this policy and the Superintendent's administrative procedures, the following shall apply:

- A. "Emergency removal" shall be the exclusion of a student who poses a continuing danger to District property or persons in the District or whose behavior presents an on-going threat of disrupting the educational process provided by the District.
- B. "Suspension" shall be the temporary exclusion of a student from the District's program for a period not to exceed ten (10) school days.



- C. "Expulsion" shall be the exclusion of a student from the schools of this District for the number of school days remaining in a semester or term in which the incident that gives rise to the expulsion takes place and one (1) additional school year.

#### **SUSPENSION FROM SCHOOL OR FROM RIDING SCHOOL BUS**

- A. When a student's actions are disruptive to himself/herself or to the school as to violate law, Board policies, or school rules, the student may be suspended by the Principal. Suspension dictates that the student shall not be allowed to attend his/her regular classes or school-sponsored activities for a prescribed number of days not to exceed ten (10). The Principal may refer the student during the period of the suspension to in-school suspension, a center for special counseling or shall remand the student to the custody of his/her parent or guardian. Prior to suspending a student, except in emergencies, the principal or designee shall make an effort to employ parental assistance or alternative methods of dealing with the student and shall document such efforts.
- B. In no case shall a teacher suspend a student from school or class, nor shall a bus driver suspend a student from riding a school bus.
- C. Prompt notice of a suspension shall be given by telephone to the student's parent or guardian, if possible. Formal written notification to the student's parent or guardian and the Superintendent shall be initiated within twenty-four (24) hours of the time the student is informed of the suspension.
- D. Except in the event of emergencies or disruptive conditions which require immediate suspension or in the case of a serious breach of conduct that is defined as willful disobedience, open defiance of authority of a member of the school staff, violence against persons or property, or any other act which substantially disrupts the orderly conduct of the school, all out-of-school suspensions shall not begin prior to the beginning of the next school day following the infraction unless the parents or guardians have been notified.
- E. Prior to the suspension, the student shall be given an informal and impartial hearing before the Principal and shall be informed of the charge(s) against him/her which may result in suspension. If the student denies the charge(s), s/he shall be given an explanation of the evidence, and an opportunity to present his/her version of the case, and notification of the action taken by the Principal. In cases of extremely disruptive or dangerous behavior persons or groups involved may be immediately suspended and ejected from the school campus without the necessity of a prior hearing. In such instances, each student shall be afforded an informal hearing before the Principal prior to the expiration of the third day of suspension.
- F. The Principal may suspend a student from school and/or from riding the school bus for a period not to exceed three (3) school days. With advance approval from the Superintendent, the student may be suspended for more than three (3) days but not to exceed ten (10) days. Following suspension, the length of time for completion of make-up work shall be commensurate with the length of the suspension and shall do so on his/her own initiative.
- G. When Board action on a recommendation for the expulsion of a student is pending, the Superintendent may extend the suspension assigned by the principal beyond ten (10) school days if such suspension expires before the next regular or special meeting of the Board.
- H. In the case of students in exceptional education classes, please refer to the Special Programs and Placement Plan for Exceptional Student Education.

#### **Absence due to Out of School Suspension**

Days or periods of the day for which students are suspended out of school must be recorded with an "S" and are considered unexcused. For accuracy of counting the total number of days of unexcused absence, "S's" and other forms of unexcused absences are counted together. **HOWEVER, for purposes of truancy or excessive absenteeism, those days marked with an "S" DO NOT COUNT toward qualifications for truancy or sanctions which are truancy related.**



## WAIVER OF SUSPENSION

The Superintendent may grant to a principal the approval to waive mandatory suspension policies if the principal has submitted a request for the waiver and has an existing educational alternative program. Students at schools without alternative programs may attend alternative programs at another school with the approval of both principals and area superintendent.

## EXPULSION

- A. A principal may recommend to the Superintendent the expulsion of a student. The principal shall provide the Superintendent an adequate history of the student's actions and alternative measures taken relevant to the recommendation. When the Superintendent makes a recommendation for expulsion to the Board, written notice shall be given to the student and his/her parent or guardian of the recommendation setting forth the charges against the student and advising the student and his/her parent or guardian of their right of due process.
- B. Expulsion is the removal of the right and obligation of a student to attend a public school for a period of time and under conditions set by the Board not to exceed the remainder of the term or school year and one (1) additional year of attendance.
- C. For students in exceptional student education, please refer to the Special Programs and Placement Plan for Exceptional Student Education.
- ~~D. Students who are candidates for expulsion may undergo screening to determine if they qualify for exceptional education programs.~~

The Board also authorizes the Superintendent to suspend a student from any or all co-curricular or extra-curricular activities for violations of the Code of Student Conduct. The length of suspension shall be in accordance with the discipline code.

If the Superintendent determines that a student's behavior on a school vehicle violates school rules, s/he may suspend the student from school bus-riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior. Any such suspension must comply with due process and the Superintendent's procedures for suspension and expulsion.

A student who has been suspended or expelled by another district temporarily may be denied admission to the District's schools during the period of suspension or expulsion even if that student would otherwise be entitled to attend school with the District.

The Board will hear the appeal of an expulsion.

## SERT PROCESS

When a student commits a serious breach of conduct a principal recommends expulsion to the superintendent. The superintendent shall refer the case to the Suspension Expulsion Review Team (SERT) which is composed of student services professionals and school-based administrators. After reviewing all available information, SERT may recommend one of the following to the Superintendent that the student:

- (1) Not be expelled, and he/she returns to school with conditions listed in the stipulated order;
- (2) Be placed at the alternative school program with conditions listed in the stipulated order, or;
- (3) Be recommended for expulsion and the parent /guardian will be notified of their right to request a hearing.

The Superintendent has final decision to accept the recommendation of SERT or to make a different recommendation, based on his/her review of all available information.

## DUE PROCESS RIGHTS

Pursuant to Board Policy 5611, the School Board recognizes the importance of safeguarding a student's constitutional rights, particularly when subject to the District's disciplinary procedures.



To better ensure appropriate due-process is provided a student, the Board establishes the following regulations:

A. Students subject to suspension:

A student must be given both written notice of his/her suspension and the reasons therefore and the opportunity to appear and respond to the charges against him/her prior to the suspension. An appeal may be addressed to the principal whose decision will be final.

B. Students subject to expulsion:

A student and his/her parent or guardian must be given written notice of the intention to expel and the reasons therefore, and an opportunity to appear with a representative before the Board's hearing officer to answer the charges.

The student and/or his/her parent or guardian shall also be provided a brief description of the student's rights and of the hearing procedure. The Board shall act on any recommended expulsion by the Board's hearing officer.

All meetings of the Board's hearing officer and of the Board during which the discipline of a student is considered shall be closed to the public, and all documents concerning the discipline of a student presented to or otherwise made available to the Board's hearing officer and the Board shall be confidential and exempt from disclosure to the public. However, a parent or guardian may open their student disciplinary proceeding to the public. A decision by a parent or guardian to open their student disciplinary proceeding to the public shall be made in writing, signed by the parent or guardian, and delivered to the Board at least three (3) business days before the student disciplinary meeting so that the Board may provide the public notice required by law. Such written notice by a parent or guardian will also be made a part of the official record of the proceeding. However, notwithstanding the fact that a parent or guardian may open their student disciplinary proceeding to the public, the Board will not broadcast or publish the proceedings by audio, video, internet or any other means; and the opening of the proceedings to the public will be limited to access by the public who wish to be physically present at the proceedings. No right to require the Board to broadcast or publish the proceedings, by any means, will attach to the parents' or guardians' decision to open their student disciplinary proceeding to the public.

The Superintendent shall require that all members of the staff use the above regulations when dealing with students.

### EXPULSION

~~Expulsion is the most severe penalty the School Board may impose for a violation of the Code of Student Conduct. Expulsion is the removal of the right and obligation of a student to attend public school for a specified amount of time. An expulsion may be imposed for a period up to, but not to exceed, the current school year, the following school year, and the intervening summer school (**Section 1003.01(6), Florida Statutes**).~~

~~**Florida Statute 1006.09(1)(c)** states that a principal may recommend to the Superintendent the expulsion of any student who has committed a serious breach of conduct, including, but not limited to, willful disobedience, open defiance of a school staff member, violence against persons or property, any other act which substantially disrupts the orderly conduct of the school, or violating the Zero Tolerance Policy (Board Policy 5.12). The Superintendent may extend the student's suspension out-of-school until the recommendation for expulsion can be brought before the School Board. When the superintendent permits an extension of out-of-school suspension for this purpose, the parent/guardian shall receive notification in writing prior to the expiration of the suspension, with a copy being provided to the principal. The notice shall state the period of time of the extension.~~

~~When a student commits a serious breach of conduct a principal recommends expulsion to the superintendent. The superintendent shall refer the case to the Suspension-Expulsion Review Team (SERT) which is composed of student services professionals and school-based administrators. After reviewing all available information, SERT may recommend one of the following to the Superintendent that the student:~~

- ~~(1) Not be expelled, and he/she returns to school with conditions listed in the stipulated order;~~
- ~~(2) Be placed at the alternative school program with conditions listed in the stipulated order, or;~~
- ~~(3) Be recommended for expulsion and the parent /guardian will be notified of their right to request a hearing.~~



The Superintendent has final decision to accept the recommendation of SERT or to make a different recommendation, based on his/her review of all available information.

The Superintendent's designee shall notify the parent/guardian in writing of the charge(s) against the student, including the rule violated and the student's alleged conduct. The parent/guardian shall be informed of their right to request a hearing before the district's hearing officer regarding the recommendation for expulsion. They shall also be informed of their right to obtain legal counsel at no cost to the School Board, to call and examine and/or cross-examine witnesses, to introduce evidence, and to submit rebuttal evidence.

At the hearing, the student may be represented by the student's parent/guardian and/or legal counsel, and all parties may introduce and examine evidence, call witnesses, cross-examine witnesses, and submit rebuttal evidence. However, the strict rules of evidence and procedure observed by the courts shall not be applicable. Any hearing that is conducted at the parent's/guardian's or student's request must be a closed hearing, as provided in **Florida Statute 1006.07**, which exempts expulsion hearings from the provisions of **Florida Statute 286.011**, unless an open hearing is requested by the parent/guardian or the student. Any party may, at his expense, record and/or transcribe the proceedings of the entire hearing.

If no hearing is requested, the recommendation for expulsion will be placed on the consent agenda of the next School Board meeting.

The decision of the School Board shall be based solely upon evidence presented at the hearing. A copy of the Findings of Fact and the decision of the district's hearing officer shall be furnished to the student in writing.

School staff shall have the authority to confiscate forbidden items, which may be used as evidence in a recommendation for expulsion and may later be returned to the parent/guardian. Controlled substances will be handled in accordance with Florida Statutes and other applicable laws and regulations.

Assignment/placement in an alternative program in lieu of expulsion precludes enrollment at any other School District of Indian River County school, including any charter school in Indian River County, and the assignment in the alternative program is a mandatory attendance assignment. The student must attend the assigned alternative program unless the student shall first request a hearing before the district's hearing officer. If the student fails to attend the alternative program to which he or she has been assigned in lieu of expulsion then, upon notification from the alternative program to the Superintendent, the Superintendent shall bring the matter back before the School Board for reconsideration of expulsion. The expulsion procedures shall only be deemed to be held in abeyance pending the required attendance by the student at the alternative program and successful completion of the program by the student for the prescribed period of the assignment.

In all instances in which a student withdraws and does not attend alternative program in lieu of expulsion, the Superintendent's designee shall place in the student's record a statement that the School Board assigned the student to an alternative educational placement in lieu of expulsion.

### **SUSPENSION FOR OFF-CAMPUS FELONY**

In accordance with **F.S. 1006.09(2)**, a principal may initiate suspension proceedings against any student who is formally charged by a prosecuting attorney with a felony, or a delinquent act which would be a felony if committed by an adult, for an incident which allegedly occurred on property other than that owned by the School District. If the incident is shown to have an "adverse impact" on the educational program, discipline, or welfare of the school, the student may be suspended and/or placed at an alternative program. The principal will hold an administrative hearing to make that determination. Teachers are notified by the principal or other administrator if they have a student in their class who has been charged with a felony. For additional information regarding this procedure, contact the Director of Student Services.

### **GANG RELATED ACTIVITY**

School administrators have the responsibility to maintain order and safety on campus for all students. Any activity that is determined by administration or law enforcement to be gang related will not be tolerated on campus. Gang related activity is defined as any activity/contraband that represents a gang or group (i.e. bandanas, hand signs, verbiage, and gang graffiti) that is visible or references a gang. Students known to law enforcement to be a present or possible gang member shall be reviewed by law enforcement and administration as to the possibility of being



placed on a behavior agreement. Students, staff, and parents can use the "Comments" box available in each school office to anonymously report gang related activities.

A student is at risk of being put on the state and national gang registry by law enforcement if he/she meets two of the criteria listed in F.S. 874.03 (3), including, but not limited to: admits to criminal gang membership and associates with one or more known criminal gang members.

### **CORPORAL PUNISHMENT**

The School Board of Indian River County prohibits the use of corporal punishment.

### **MAINTAINING EFFECTIVE DISCIPLINE IN THE CLASSROOM**

A teacher may send a student to the principal's office to maintain effective discipline in the classroom and may recommend an appropriate consequence consistent with the Student Code of Conduct under **F.S. 1006.07**. In **F.S. 1003.32**, a teacher has the responsibility for control of students. A teacher shall have the authority to remove disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students from the classroom to ensure the safety of all students when appropriate.

The principal shall respond by employing the teacher's recommended consequence or a more serious disciplinary action, in accordance with the matrix, if the student's history of disruptive behavior warrants it. If the principal determines that a lesser disciplinary action is appropriate, the principal should consult with the teacher prior to taking disciplinary action.

### **STUDENT NETWORK AND INTERNET RESPONSIBLE USE AND SAFETY**

Advances in telecommunications and other related technologies have fundamentally altered the ways in which information is accessed, communicated, and transferred in society. Such changes are driving the need for educators to adapt their means and methods of instruction, and the way they approach student learning, to harness and utilize the vast, diverse, and unique resources available on the Internet. The District is pleased to provide Internet services to its students. The District's Internet system has a limited educational purpose. The District's Internet system has not been established as a public access service or a public forum. The District has the right to place restrictions on its use to assure that use of the District's Internet system is in accord with its limited educational purpose. Student use of the District's computers, network and Internet services ("Network") will be governed by this policy and the related administrative guidelines, and the Code of Student Conduct. The due process rights of all users will be respected in the event there is a suspicion of inappropriate use of the Network.

Users have no expectation of privacy in any communication sent or received by email, or in regard to the Internet, network access, or other electronic resources, materials stored on any School Board provided electronic device, material that is stored using any Board electronic device, or material that is stored on any personal electronic device that is connected to the Board network.

The District encourages students to utilize the Internet in order to promote educational excellence in our schools by providing them with the opportunity to develop the resource sharing, innovation, and communication skills and tools that are essential to both life and work. The instructional use of the Internet will be guided by the Board's policy on instructional materials.

The Internet is a global information and communication network that provides an incredible opportunity to bring previously unimaginable education and information resources to our students. The Internet connects computers and users in the District with computers and users worldwide. Through the Internet, students and staff can access up-to-date, highly relevant information that will enhance their learning and the education process. Further, the Internet provides students and staff with the opportunity to communicate with other people from throughout the world. Access to such an incredible quantity of information and resources brings with it, however, certain unique challenges.

First, and foremost, the District may not be able to technologically limit access, to services through the District's Internet connection, to only those that have been authorized for the purpose of instruction, study, and research



related to the curriculum. Unlike in the past when educators and community members had the opportunity to review and screen materials to assess their appropriateness, access to the Internet, because it serves as a gateway to any publicly available file server in the world, will open classrooms and students to electronic information resources which have not been screened by educators for use by students of various ages.

The District has implemented technology protection, utilizing software and hardware measures which monitor, block, and filter Internet access to visual displays that are obscene, child pornography, or harmful to minors. Nevertheless, parents/guardians are advised that a determined user may be able to gain access to services on the Internet that the School Board has not authorized for educational purposes. In fact, it is impossible to guarantee students will not gain access through the Internet to information and communications that they and/or their parents/guardians may find inappropriate, offensive, objectionable, or controversial. Parents/guardians assume risks by consenting to allow their child to participate in the use of the Internet. Parents/guardians of minors are responsible for setting and conveying the standards that their children should follow when using the Internet.

Pursuant to Federal law, students shall receive education about the following:

- A. safety and security while using e-mail, chat rooms, social media, and other forms of direct electronic communications;
- B. the dangers inherent with the online disclosure of personally identifiable information;
- C. the consequences of unauthorized access (e.g., "hacking"), cyberbullying, and other unlawful or inappropriate activities by students online; and
- D. unauthorized disclosure, use, and dissemination of personal information regarding minors.

Site Administrators/Principals are responsible for providing training so that Internet users under their supervision are knowledgeable about this policy and its accompanying procedures. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the Internet, and will monitor students' online activities while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

All Internet users (and their parents if they are minors) are required to sign a written agreement annually, or at the time of enrollment to abide by the terms and conditions of this policy and its accompanying procedures.

Students and staff members are responsible for good behavior on the District's computers and the Internet just as they are in classrooms, school hallways, and other school premises and school sponsored events. Communications on the Internet are often public in nature. General school rules for behavior and communication apply. The Board does not sanction any use of the Internet that is not authorized by or conducted strictly in compliance with this policy and its accompanying procedures.

Students shall not access social media for personal use from the District's network, but shall be permitted to access social media for educational use in accordance with their teacher's approved plan for such use.

**The use of these technology resources is a privilege, not a right. Users who disregard this policy and its accompanying procedures may have their use privileges suspended or revoked, and disciplinary action taken against them. Users granted access to the Internet through the District's computers assume personal responsibility and liability, both civil and criminal, for uses of the Internet not authorized by this Board policy and its accompanying procedures. (STUDENT NETWORK AND INTERNET RESPONSIBLE USE AND SAFETY AGREEMENT on page 33.)**

## INTRODUCTION TO THE MATRIX OF INFRACTIONS & DISCIPLINARY ACTIONS

Students are expected to come to school prepared to learn and to participate in all learning activities. Any conduct which interferes with the orderly operation of a school and/or interferes with any student's ability to learn is considered inappropriate and may subject the student to disciplinary action.

The Matrix of Infractions & Disciplinary Actions specifically identifies prohibited student conduct and lists the range of consequences which may be imposed by the school administrative staff for each infraction. In conjunction with the use of the matrix, on-going educational and behavioral interventions are to be used to address student conduct concerns.

When assigning a disciplinary action, the Principal or designee shall give consideration to factors such as the nature of the infraction, the student's past disciplinary record, the student's attitude, the student's age and grade level, and the severity of the problem as it exists in that particular school. Repeated violations may warrant a more severe disciplinary action. A student or parent may appeal to the principal for reconsideration of a disciplinary action; however, the principal has the authority of final review of any such appeal. A Behavior Agreement can be used for any infraction at a Principal's discretion.



**MATRIX OF INFRACTIONS AND CONSEQUENCES (FOR FORMAL DISCIPLINE)**

CODE	INFRACTIONS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	DIRECTIONS
009	Abusive language/profanity/gestures	M	O	O	O	O		O	O		O	O	O	O		O	O	O	O				O	<p><b>This matrix will be used as the guide for progressive discipline. The principal has the final authority to take appropriate action for a Code of Student Conduct violation.</b></p> <p><b>To identify appropriate consequences, locate the cells found at the intersection of the infraction (rows) and the column numbers. The column numbers correspond with the consequences listed in the box to the right of the matrix.</b></p>
122	Aiding and abetting	M	O		O											O	O	O	O	O	O	O	O	
22P	<b>Alcohol possession*</b>	M										O						M	M	M	M	M	M	
22S	<b>Alcohol sale*</b>	M										O						M	M	M	M	M	M	
22U	<b>Alcohol use*</b>	M										O						M	M	M	M	M	M	
145	Arson (district)	M				O				O	O	O			O	O	M	O	O	O	O	O	M	
033	<b>Arson*</b>	M								O	O	O						M	M	M	M	M	M	
123	Assault	M			O															O	O	O	O	
055	<b>Battery*</b>	M																M	M	M	M	M	M	
168	<b>Battery (district)</b>	M																O	O	O				
146	<b>Battery on a staff member or any visitor*</b>	M																M	O	O	O	O	O	
126	<b>Bomb threat*</b>	M																M	M	M	M	M	M	
034	<b>Breaking and entering/burglary*</b>	M																M	O	O	M	M	M	
147	<b>Bullying*</b>	M	O	O	O	M			O		O	O	O	O					O	O	O	O	O	
143	Cheating, plagiarism	M	O	O	O	O			O	O	O	O	O		O	O	O	O	O	O				
069	Continuation of mid-range infractions	M	O	O	O	O			O	O	O	O	O		O	O	O	O	O	O				
068	Continuation of minor infractions	M	O	O	O	O			O	O	O	O	O		O	O	O	O	O	O				
127	Contraband	M	O	O	O	O		M	O			O						O	O	O	O			
128	Cyberstalking (district)	M	O	O	O	O		O	O		O	O	O				O	O	O	O	O	O	O	
167	Dating violence and abuse	M	O	O	O	O		O	O	O	O	O			O	O	O	O	O	O	O	O	O	
162	Disrespect/insolence	M	O	O	O	O			O	O	O	O			O	O	O	O	O	O				
156	Disruption	M	O	O	O	O		O	O		O	O	O		O	O	O	O						
149	<b>Disruption on campus - major*</b>	M											O					M	O	O	M	M	M	
036	Dress code violation	M	O	O	O	O	M	O	O			O	O		O	O	O							
71D	<b>Drug distribution (excluding alcohol)*</b>	M						M										M	M	M	M	M	M	
71P	<b>Drug paraphernalia possession*</b>	M						M										M	M	M	M	M	M	
70P	<b>Drug possession(excluding alcohol)*</b>	M						M				O						M	M				M	
71S	<b>Drug sale (excluding alcohol)*</b>	M						M										M	M	M	M	M	M	
70U	<b>Drug use(excluding alcohol)*</b>	M						M				O						M	M	M	M	M	M	
136	Failure to serve	M	O	O	O	O									O	O	O	O						
130	False accusations against classmate(s)	M	O	O	O				O		O	O			O	O	O	O	O	O				
131	False accusations against staff member	M							O		O								O	O	O	O		
126	<b>False alarms*</b>	M								O								M	M	M	M	M	M	
132	False fire alarm (district/elementary)	M	O	O	O	O			O	O							O	O	O					
150	Fighting (district)	M	O	O	O	O			O			O	O					M	O	O				
011	<b>Fighting*</b>	M										O	O					M	O	O	O	O	M	
113	Gambling	M	O	O	O	O		O				O	O		O	O	O	O	O	O		O		
133	Gang related activity	M	O	O	O	O		O				O	O		O	O	O	O	O	O		O		
134	<b>Harassment (aggravated)*</b>	M	O	O	O	O					O	O	O		O	O	O	O	O	O	O	O	O	
135	Hazing	M	O	O	O	O						O	O					O	O	O	O	O	O	
108	<b>Homicide*</b>	M																M	M	M	M	M	M	
163	Inappropriate behavior	M	O	O	O	O			O	O	O	O			O	O	O	O	O	O				
010	Inappropriate physical contact/scuffling	M	O	O	O	O			O		O	O	O	O	O	O	O	O	O	O				

**DIRECTIONS**

**This matrix will be used as the guide for progressive discipline. The principal has the final authority to take appropriate action for a Code of Student Conduct violation.**

**To identify appropriate consequences, locate the cells found at the intersection of the infraction (rows) and the column numbers. The column numbers correspond with the consequences listed in the box to the right of the matrix.**

- CONSEQUENCES**
- Report to parent/call/referral
  - Verbal reprimand
  - Written assignment or special assignment related to offense
  - Administrator/parent/teacher/student conference
  - Behavior Agreement
  - Correct inappropriate dress
  - Confiscation of inappropriate item
  - Loss of privileges
  - Financial restitution/Return to owner
  - After school detention
  - Counseling/**Multi-tiered System of Supports (MTSS)**
  - Revoke parking decal or tow away vehicle
  - Teacher/Student schedule change
  - Tobacco citation/Complete tobacco program
  - Work detail
  - Friday/Saturday detention
  - In-school-suspension
  - Short-term out-of-school suspension 1-5 Days/Bus suspension
  - Long-term out-of-school suspension 6-10 Days /Bus suspension
  - Recommendation for alternative placement (secondary only)
  - Recommendation for expulsion (secondary only)
  - Refer to law enforcement
  - Suspension from extra-curricular activity not to exceed remainder of the school year

\*Bolded infractions are School Environmental Safety Incident Reporting (SESIR Code)  
 \*\* May refer to alternative placement until court ruling

M = Mandatory Consequences  
 O= Optional Consequences



## MATRIX OF INFRACTIONS AND CONSEQUENCES (FOR FORMAL DISCIPLINE)

CODE	INFRACTIONS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
164	Inappropriate display of affection	M	O	O	O				O		O	O	O	O	O	O	O	O					
109	<b>Kidnapping*</b>	M																	M		M	M	M
137	Lack of supplies	M	O	O	O				O		O				O	O	O						
153	<b>Larceny/theft (over \$300)*</b>	M								O					O				M		O	M	M
062	Lying/misrepresentation/forgery	M	O	O	O	O			O		O	O	O		O	O	O	O					
004	Noncompliance/defiance	M	O	O	O	O			O		O	O	O		O	O	O	O					
154	<b>Off-campus felony arrest with petition filed by State Attorney**</b>	M															O	O	O	O			M
007	Open defiance/insubordination	M	O	O	O	O			O		O	O					O	O	O	O			
111	<b>Other major*</b>	M																	M		M	M	M
138	Parking/driving offense	M	O	O	O	O						M			O	O	O	O					
165	Physical aggression toward staff	M	M	O	M	O			O		M		O				M	O	O	O	O	O	O
139	Possession of over-the-counter/prescription medication	M						M	O								O	O	O	O	O	O	O
155	Possession of stolen property (under \$300)	M						M				O					O	O	O	O	O	O	O
115	materials	M	O	O	O	O		M					O				O	O	O	O	O	O	O
141	Profanity to staff	M	O	O	O	O			O		O						O	O	O				O
110	<b>Robbery*</b>	M						M											M		M	M	M
169	<b>Sexting</b>	M	O	O	O	O			M				O				O	O	O	O	O	O	O
104	<b>Sexual battery*</b>	M																	M		M	M	M
030	<b>Sexual harassment*</b>	M	O	O	O	O						O	O					M	O	O	O	O	O
160	Sexual misconduct (district)	M							O		O	O						M	O	O	O	O	O
105	<b>Sexual offense/misconduct (other)*</b>	M										O	O					M	M	O	M	M	M
161	Skiping	M	O	O	M	O			O		O	O	O	O	O	O	O						
014	Tardy	M	O	O	M	O			O		O	O	O		O	O	O						
159	Teasing and taunting	M	O	O	O	O			O	O		O	O	O	O	O	O	O	O				
151	Theft (under \$300)	M	O	O	O	O			O	O	O				O	O	O	O	O	O	O	O	O
028	<b>Threat/intimidation (must have all 3 elements: fear, intent, capability)*</b>	M			O														M		M	M	M
050	Threatening behavior (must investigate)	M			O				O			O	O						M	O	O	O	O
142	Threatening behavior to staff (must investigate)	M			O				O			O	O						M	O	O	O	O
021	<b>Tobacco 17 yrs or under* (follow progressive consequences)</b>	M	O	O	O	O			O		O	O			O	O	O	O	O	O	O	O	O
103	Tobacco 18 yrs or over	M	O	O	O	O						O	O				O	O	O	O	O	O	O
040	<b>Trespassing*</b>	M																O	O	O	O	M	M
166	Under the influence	M							O			O	O						M		M	M	M
072	Unsafe act/unauthorized area	M	O	O	O	O			O			O	O				O	O	O	O	O	O	O
044	Use/possession of combustibles	M	O	O	O	O			O	O							O	O	O	O	O	O	O
032	<b>Vandalism/property damage (\$1000 or more)*</b>	M			O	O				O					O				M		M	M	M
031	Vandalism/property damage less than \$1,000	M	O	O	O	O			O	O					O	O	O	O	O	O	O	O	O
060	Violation of Acceptable Use Policy	M	O	O	O	O			O		O				O	O	O	O	O	O	O	O	O
057	Violation of Behavior Agreement	M	O	O	O	O						O	O					O	O	O	O	O	O
170	<b>Violation of stipulated order in lieu of expulsion</b>	M						M							O	O	O	O	O	O	O	O	M
027	<b>Weapons possession*</b>	M						M				O	O						M		M	M	M
144	Weapons/handcuffs possession (district)	M						M	O			O	O				O	O	O	O	O	O	M
118	<b>Wireless communication devices (WCDDs)</b>	M				O			O		O				O	O	O	O	O	O	O	O	O

**DIRECTIONS**

This matrix will be used as the guide for progressive discipline. The principal has the final authority to take appropriate action for a Code of Student Conduct violation.

To identify appropriate consequences, locate the cells found at the intersection of the infraction (rows) and the column numbers. The column numbers correspond with the consequences listed in the box to the right of the matrix.

1. Report to parent/call/referral
2. Verbal reprimand
3. Written assignment or special assignment related to offense
4. Administrator/parent/teacher/student conference
5. Behavior Agreement
6. Correct inappropriate dress
7. Confiscation of inappropriate item
8. Loss of privileges
9. Financial restitution/Return to owner
10. After school detention
11. Counseling/Multi-tiered System of Supports (MTSS)
12. Revoke parking decal or tow away vehicle
13. Teacher/Student schedule change
14. Tobacco-citation/Complete-tobacco-program
14. Work detail
15. Friday/Saturday detention
16. In-school-suspension
17. Short-term out-of-school suspension 1-5 Days/Bus suspension
18. Long-term out-of-school suspension 6-10 Days /Bus suspension
19. Recommendation for alternative placement (secondary only)
20. Recommendation for expulsion (secondary only)
21. Refer to law enforcement
22. Suspension from extra-curricular activity not to exceed remainder of the school year

Bolded infractions are School Environmental Safety Incident Reporting (SESIR Code)  
 \*\* May refer to alternative placement until court ruling

M = Mandatory Consequences  
 O= Optional Consequences



## DEFINITIONS OF INFRACTIONS

**Bolded infractions are School Environment Safety Incident Reporting (SESIR) codes and are required to be reported to the Department of Education**

Abusive Language/Profanity/Gestures Verbal/nonverbal messages that include swearing, name calling, or use of words in an inappropriate way.

Accessory Failure to follow staff directions, or leave area during any event identified in the Code of Student Conduct as being unsafe.

Aiding and Abetting Knowingly giving aid or help to another student in violation of any of the Code of Student Conduct or acting to help violator escape detection shall be considered the same as if the student had directly committed the violation.

Alcohol (possession, sale, use, or purchase of alcoholic beverages) Use should be reported only if the person is caught in the act of using or is discovered to have used in the course of the investigation.

Arson (district) The act of willfully or intentionally igniting a fire, damaging, or attempting to damage, any real or personal property by fire or incendiary device, but does not include the act of lighting a match alone.

Arson (intentionally setting a fire on/with school property) To damage or cause to be damaged by fire or explosion, any dwelling, structure, or conveyance, whether occupied or not, or its contents.

Assault An intentional unlawful threat by word or act to do violence to a person, coupled with apparent ability to do so, and which creates a well-founded fear that such violence is imminent.

Battery The physical use of force or violence by an individual against another.

Battery (district) The physical use of force or violence by an individual against another. Student may or may not be suspended and alternative education/expulsion is not being recommended.

Battery of a Staff Member or Volunteer Physical use of force or violence by an individual against a school employee or volunteer against his/her will. **Increased criminal penalties are imposed on anyone who commits a battery on a school employee or volunteer.**

Behavior Agreement An agreement between a student, parent and school. It spells out the expected behavior, the unacceptable behavior, the benefits for improving behavior and the consequence(s) for failing to improve behavior.

Bomb Threat The act of intentionally making a report to any person, including school personnel, concerning the placement of, creation of, or discussion of any bomb, dynamite, explosive or arson causing devices.

Breaking and Entering/Burglary (illegal entry into a facility) The unlawful entry with force, or unauthorized presence in a building or other structure, or conveyance with evidence, of the intent to damage or remove property or harm a person(s).

Bullying The incident is bullying if the incident includes systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees that is severe or pervasive enough to create an intimidating, hostile, or offensive environment; or unreasonably interfere with the individual's school performance or participation.

Cell phone/Electronic devices To possess/use any electronic device, including but not limited to pager, tape/CD players, laser pointers, etc. during the school day, on the school bus, during school functions/activities unless approval is given by principal or designee.

Cheating The inappropriate and deliberate distribution or use of information, notes, materials, or work of another person in the completion of an academic exam, test, or assignment without specific teacher permission and proper crediting of the source (plagiarism).

Contraband The possession or use of items, which are prohibited at school. Also, bringing on to campus or to a school sponsored event any dangerous or disruptive item.

Cyberstalking To engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at a specific person, causing substantial emotional distress to that person, and serving no legitimate purpose. In addition, cyberstalking also includes such conduct when it results in harm or damage to any school personnel or students, or tends to subject school personnel or students to ridicule or embarrassment.

Disrespect/Insolence An act of rudeness, contempt, and/or a lack of respect; impertinent; inclined to take liberties.

Disruption Behavior causing an interruption in a class or activity. Includes sustained loud talk, yelling, or screaming; noise with materials; horseplay or roughhousing; and/or sustained out-of-seat behavior.

**Disruption on Campus – Major (Disorderly Conduct)** (significantly disrupts all or portions of the campus activities, school sponsored events or school bus transportation) Disruptive behavior that poses a serious threat to the learning environment, health, safety, and/or welfare of others. This includes bomb threat, inciting a riot, and initiating a false fire alarm.

Dress Code Violation Student wears clothing that does not fit within the dress code guidelines practiced by the district.

**Drug Paraphernalia Possession** A student found in possession of any type of drug equipment, product, or material that is modified for making, using, or concealing drugs.

**Drug Sale/Distribution – Excluding Alcohol** (illegal sale or distribution of drugs) the manufacture, cultivation, sale or distribution of any drug, narcotic, controlled substance or substance represented to be a drug.

**Drugs Use/Possession – Excluding Alcohol** (illegal drug possession or use) the use or possession, of any drug, narcotic or controlled substance or any substance when used for hallucinogenic purposes.

Failure to Serve A student who fails to serve a consequence, e.g., detention, Friday or Saturday school, for an infraction for which they were referred.

False Accusations Against Classmate(s) The act of intentionally publicizing (oral or written) of untrue, injurious allegations against another classmate or knowingly bring false charges against a classmate. If accusations against a classmate are found to be false, the student lodging the false accusation may receive the same punishment as would have been received by the wrongly accused individual. The Principal may adjust the consequence as he/she considers the circumstances of misdirected staff time and damage to the wrongly accused individual and his/her family.

False Accusations Against Staff Member(s) The act of intentionally publicizing (oral or written) of untrue, injurious allegations against a staff member or school volunteer, or knowingly bringing false charges against a staff member or school volunteer.

**False Alarm** The act of activating a fire alarm system or equipment (i.e. fire extinguisher, hoses, or sprinklers), or any other type of warning equipment or alarm system when the report or alarm is false and there is no emergency or false report of any other type of emergency such as a bomb threat or break in.

False Fire Alarm (district/elementary) The act of activating a fire alarm system or equipment (i.e. fire extinguisher, hoses, or sprinklers) when there is no fire or legitimate emergency.

Fighting (district) The act of participating in an altercation involving physical violence in which individuals may or may not sustain personal injury.

**Fighting** The act of two or more persons mutually participating in the use of force or physical violence that requires physical restraint or results in injury.

Gambling Any participation in games or activities of chance for money or items of value.

Gang Related Activity Any activity/contraband that represents a gang or group (i.e. bandanas, hand signs, verbiage, and gang graffiti) that is visible or references a gang.

**Harassment** Any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct that 1) places a student or school employee in reasonable fear of harm to his or her person or damage to his or her property, 2) has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or 3) has the effect of substantially disrupting the orderly operation of a school including any course of conduct directed at a specific person that causes substantial emotional distress in such a person and serves no legitimate purpose.

Hazing (grades 9-12 only) The act of recklessly or intentionally endangering the mental or physical health or safety of a high school student for purposes, including, but not limited to initiation or admission into or affiliation with any organization operating under the sanction of the high school and in accordance with **Section 1006.63, Florida Statutes**.

Homicide (murder, manslaughter) The unjustified killing of one human being by another.

Inappropriate Behavior Any behavior not defined elsewhere in the Code of Student Conduct.



Inappropriate Physical Contact/Scuffling Non-serious, but inappropriate physical contact, scuffling.

Inappropriate Display of Affection Failing to refrain from inappropriate display of affection in school.

**Kidnapping** (abduction of an individual) Forcibly, or by threat, confining, abducting, or imprisoning another person against his/her will and without lawful authority.

Lack of Supplies The failure of a student to be in possession of any school supplies necessary to participate and/or complete classroom activities or assignments. Supplies include, but are not limited to, pencils, paper, books, notebooks, pens, rulers, protractors, gym clothing, musical instruments, or any other item reasonably needed to participate in classroom activities or assignments.

**Larceny/Theft (taking of property from a person, building, or vehicle)** The unauthorized taking, carrying, riding away, or concealing the property of another person, including motor vehicles, without threat, violence, or bodily harm. **(The item must be \$300 or more to report in SESIR.)**

Lying/Misrepresentation/Forgery Student delivers message that is untrue and/or deliberately violates rules or has signed a person's name without that person's permission.

Non-compliance/Defiance Refusal to follow directions, talking back and/or socially rude interactions. (e.g. lack of supplies, hall violations, gum chewing, throwing objects).

Off-Campus Felony Arrest w/ Petition Filed by State Attorney The arrest of a student for the alleged commission of a felony or a delinquent act which would be classified as a felony if committed by an adult at a time and place where students are not subject to control of the school.

Open Defiance/Insubordination The open or flagrant challenge of the authority of a school staff member, bus driver, or any other adult in authority.

**Other Major** (major incidents that do not fit within the other definitions) Any serious, harmful incident resulting in the need for law enforcement intervention not previously classified.

Parking The act of failing to follow established rules and regulations concerning the privilege of driving and parking vehicles on a school campus.

Possession of Medications Student has possession of over-the-counter or prescription medications without following Health Room medication procedures.

Possession of Stolen Property Possession of stolen property with knowledge it is stolen (under \$300).

Production and/or Distribution of Obscene/Inappropriate Materials The production or distribution of written language, electronic messages, pictures and objects that are considered to be offensive, socially unacceptable, or not suitable for an educational setting.

Profanity to Staff The act of using any profane, vulgar, or unnecessary crude utterance or gesture, whether directed toward a staff member, transportation staff, teacher, administrator, and volunteer.

**Robbery (using force to take something from another)** The taking or attempting to take anything of value that is owned by another person or organization, under confrontational circumstances of force or threat of force or violence and/or by putting the victim in fear.

**Sexting** The transmission of nude images or acts of sex or sexual conduct by electronic means, including but not limited to through the use of cell phones, PDA's and other portable devices of any type, or through computers or by any other electronic or machine device. It is a violation of this Code for students to participate in "sexting" in any manner (either by posing, transmitting, receiving, or assisting with any aspect of the activity) while on campus, participating in any school or school-sponsored activity, or while being transported under the authority of the District.

**Sexual Battery** (attempted or actual) Any sexual act directed against another person, forcibly or against the person's will, or not forcibly against that person's will where the victim is not capable of giving consent because of his/her youth or because of temporary or permanent mental incapacity.

**Sexual Harassment** (undesired sexual behavior) - Unwanted verbal or physical behavior with sexual connotations by an adult or student that is severe or pervasive enough to create an intimidating, hostile or offensive educational environment, cause discomfort or humiliation or unreasonably interfere with the individual's school performance or participation. [State Board of Education Rule 6A-19.008(1)]. An incident when one person demands a sexual favor from another under the threat of physical harm or adverse consequence.



Sexual Misconduct (district) Any non-criminal activity of a sexual nature which does not meet the definitions and criteria for the SESIR violations of Sexual Battery, Sexual Harassment, Sexual Offense/misconduct (other).

Sexual Offenses/Other (1) Other sexual contact, including intercourse, without force or threat of force, and where victim is under 16. (2) Subjecting an individual to lewd, sexual gestures, comments, sexual activity, or exposing private body parts in lewd manner.

Skipping The act of not reporting to class or school without receiving proper prior approval and/or following the established procedures for checking out of school.

Tardy Arrival to class after the designated starting time or the tardy signal has sounded.

Teasing & Taunting Children are commonly teased on such matters as their appearance, weight, behavior, abilities, and clothing. The most common kind of teasing is verbal bullying or taunting. This behavior is intended to distract, irritate, or annoy the recipient. Because it is hurtful, it is different from playful joking and is generally accompanied by some degree of social rejection.

Theft Student is in possession of, having passed on, or being responsible for removing someone else's property (under \$300).

Teen Dating Violence or Abuse Teen dating violence is a pattern of emotional, verbal, sexual, or physical abuse used by one person in a current or past dating relationship to exert power and control over another when one or both of the partners is a teenager. Abuse may include insults, coercion, social sabotage, sexual harassment, stalking, threats and/or act of physical or sexual abuse. The abusive partner uses this pattern of violent and coercive behavior to gain power and maintain control over the dating partner. This may also include abuse, harassment, and stalking via electronic devices such as cell phones and computers, and harassment through a third party, and may be physical, mental, or both.

Threat/Intimidation (instilling fear in others) A threat to cause physical harm to another person with or without the use of a weapon that includes all of the following elements: (1) intent – an intention that the threat is heard or seen by the person who is the object of the threat; (2) fear – a reasonable fear or apprehension by the person who is the object of the threat that the threat could be carried out; and (3) capability – the ability of the offender to actually carry out the threat directly or by a weapon or other instrument that can easily be obtained.

Threatening Behavior The act of declaring the student's intent by word or act to do violence.

Threat or Threatening Behavior to Staff The act of declaring the student's intent by word or act to do violence toward a staff member, teacher, administrator, and volunteer or to his/her property.

Tobacco 17 yrs or under Tobacco 18 yrs or older (cigarettes or other forms of tobacco) The possession, use, distribution, or sale of tobacco products on school grounds, at school-sponsored events, or on school transportation.

Trespassing (illegal entry onto campus) To enter or remain on school grounds/campus, school transportation, or at a school-sponsored event/off campus without authorization or invitation and with no lawful purpose for entry.

Under the Influence Observed or suspected of having mental or physical faculties so impaired as to reduce the ability to think or act with ordinary care due to the intake of alcohol, excessive medication, or intoxicating drugs or other substances.

Unsafe Act/Unauthorized Area A physical act which compromises the health/safety of an individual; interfering with the orderly operation of school or school activity. This includes, but is not limited to pushing, shoving, hitting, kicking or slapping. This also includes the act of inciting, advising, encouraging or being an accomplice to a violation of the Code of Student Conduct.

Use/Possession of Combustibles Student is in possession/use of substances/objects readily capable of causing bodily harm and/or property damage (matches, lighters, firecrackers, gasoline, and lighter fluid)

Vandalism (destruction, damage, or defacement of school or personal property) The intentional destruction, damage, or defacement of public or private property without consent of the owner or the person having custody or control of it. **(The amount of damage must be \$1000 or more to report in SESIR, including time and labor.)**

Violation of Accepted Use Policy The inappropriate use of computers, resources, electronic networks, or calculators that violates the Acceptable Use Policy for Network Access (File: EHAA): hacking into or accessing or breaking into restricted accounts or networks; modifying, or destroying files without permission; illegally copying software; and, entering, accessing, viewing, distributing, or printing inappropriate/unauthorized files, programs, pornographic sites, or sites advocating hate or violence.

Violation of Behavior Agreement Student violates individualized behavior contract intended to improve student's behavior.

Violation of Stipulated Order in Lieu of Expulsion A student who receives a stipulated order in lieu of expulsion from SERT proceedings is expected to adhere to the order. Failure to comply with the order may result in a recommendation for expulsion.

Weapons (district) The act of possessing, storing, and distributing. Selling or purchasing any instrument or object that can inflict serious harm on another person in reasonable fear or apprehension of serious harm or to be used to intimidate another person including, but not limited to fixed blade knives (household), folding knives, switch blades knives, common pocket knives, razor blades, box cutters, sharp cutting instrument, ice picks, chains, pipes, nunchakus, brass knuckles, Chinese stars, BB or pellet guns, propellants, paintball guns, "look alike" weapons, or any object or substance directly represented to be or falsely represented to be a weapon of mass destruction (i.e. an anthrax hoax).

Weapons Possession (possession of firearms and other instruments which can cause harm) - Possession of any instrument or object (as defined by F. S. 790.001(13), or district code of conduct) that can inflict serious harm on another person or that can place a person in reasonable fear of serious harm. Possession of a pocket knife or eating utensil is not included unless there is intent to harm.



## STUDENT NETWORK AND INTERNET RESPONSIBLE USE AND SAFETY AGREEMENT

**PLEASE READ THE FOLLOWING CAREFULLY. THIS IS AN AGREEMENT THAT MUST BE SIGNED BEFORE A STUDENT WILL BE GIVEN A NETWORK ACCOUNT WITH ACCESS TO E-MAIL AND/OR THE INTERNET.**

To access the School District of Indian River County's computers, network and Internet services ("Network") at school, students under the age of eighteen (18) must obtain parent permission and must **sign** and **return** this form. Students eighteen (18) and over may sign their own forms.

Use of the Network/Internet is a privilege, not a right. The School District of Indian River County's Network/Internet connection is provided for educational purposes only. Unauthorized and inappropriate use will result in a cancellation of this privilege.

The Board has implemented technology protection measures, which protect against (e.g. block/filter) Internet access to visual displays/depictions/materials that are obscene, constitute child pornography, or are harmful to minors. The Board also monitors online activity of students in an effort to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. Nevertheless, parents/guardians are advised that determined users may be able to gain access to information, communication and/or services on the Internet that the Board has not authorized for educational purposes and/or that they and/or their parents/guardians may find inappropriate, offensive, objectionable or controversial. Parents/Guardians assume this risk by consenting to allow their students to participate in the use of the Internet. Students accessing the Internet through the school's computers assume personal responsibility and liability, both civil and criminal, for unauthorized or inappropriate use of the Internet.

The Board has the right, at any time, to access, monitor, review and inspect any directories, files and/or messages residing on or sent using the Board's computers/networks. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.

Examples of prohibited activities while on the Board's Network include, but are not limited to:

- Using another person's username and password.
- Accessing chat rooms social media (i.e. Facebook, Twitter) and other forms of direct electronic communications for non-educational purposes.
- Using electronic resources for financial gain, advertising, political activity, or personal business activity.
- Accessing, downloading, storing, viewing, sending, or displaying text, images, movies, or sounds that contain pornography, obscenity, or language that offends or tends to degrade others.
- Sending, or attempting to send, anonymous messages of any kind or pretending to be someone else while sending a message.
- Accessing, or attempting to access, the School Board network, or any devices attached to the network, without authorization to engage in "hacking" or other unlawful activities.
- Using electronic resources for illegal or inappropriate activities.
- Violating copyright laws, obtaining copies of, or modifying files, data, or passwords belonging to others.
- Accessing confidential student or employee information without authorization or through misuse of authorization and communicating such information with unauthorized persons.
- Downloading files to district hard drives without prior authorization, attempting to view other computers or computer resources across the network, or disclosing personally identifiable information of minors via electronic resources, except as expressly authorized by the minor student's parent/guardian.

Please complete the following information and return to your child's school:

Student User's Full Name (please print): \_\_\_\_\_

School: \_\_\_\_\_ Grade: \_\_\_\_\_

Parent/Guardian's Name: \_\_\_\_\_



**Parent/Guardian**

As the parent/guardian of this student, I have read the Student Network and Internet Responsible Use and Safety Policy, any guidelines reference within, and have discussed them with my child. I understand that student access to the Network/Internet is designed for educational purposes and that the Board has taken available precautions to restrict and/or control student access to material on the Internet that is obscene, objectionable, inappropriate and/or harmful to minors. However, I recognize that it is impossible for the Board to restrict access to all objectionable and/or controversial materials that may be found on the Internet. I will not hold the Board (or any of its employees, administrators or officers) responsible for materials my child may acquire or come in contact with while on the Internet. Additionally, I accept responsibility for communicating to my child guidance concerning his/her acceptable use of the Internet- i.e., setting and conveying standards for my daughter/son to follow when selecting, sharing and exploring information and resources on the Internet. I further understand that individuals and families may be liable for violations.

To the extent that proprietary rights in the design of a website hosted on the Board's servers would vest in my child upon creation, I agree to assign those rights to the Board.

Check below to agree:

I give permission for my child to use and access the Network/Internet at school and for the Board to issue an e-mail account to my child.

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Student

I have read and agree to abide by the Student Network and Internet Responsible Use and Safety Policy, any guidelines referenced within. I understand that any violation of the terms and conditions set forth in the Policy and Guidelines is inappropriate and may constitute a criminal offense. As a user of the Board's Network/Internet, I agree to communicate over the Internet and the Network in an appropriate manner, honoring all relevant laws, restrictions and guidelines.

Student's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Teachers and building principals are responsible for determining what is unauthorized or inappropriate use. The principal may deny, revoke or suspend access to the Network/Internet to individuals who violate the Board's Student Network and Internet Responsible Use and Safety Policy and related guidelines, and take such other disciplinary action as is appropriate pursuant to the Student Code of Conduct.**

Sign and return to your child's school

**STUDENT/PARENT ACKNOWLEDGMENT FORM  
2013-2014**

The Code of Student Conduct has been developed to help your child gain the greatest possible benefit from his/her school experiences. The Code defines the responsibilities and the rights of students attending Indian River County Public Schools, as well as clearly identifies the consequences for student actions which violate this Code.

The school is in need of your help and cooperation. Students, parents, and schools working together can maintain a safe and purposeful atmosphere in the schools where students can learn to their full potential.

Since parents/guardians share responsibility for the actions of their children, they should also become familiar with the rules and expectations described in this handbook. Please read and discuss this important document with your child, then sign this form and return it to your child's school, where it will be kept on file.

Student Name (Print)	ID#:	School
Student Signature	DOB:	Date
Parent/Guardian Name (Print)	Cell ph. #	Date
Parent/Guardian Signature		Date

Note: Failure to return this acknowledgment form will not release a student or the parents/guardians of the student from responsibility for knowledge of the contents of the *Code of Student Conduct* and will not excuse noncompliance with the *Code of Student Conduct* by the student.

**Statement of Academic Honesty**

The School District of Indian River County strongly believes that academic honesty must be practiced by all its students. In accordance with the school district's mission to serve all students with excellence, the District must take an unwavering stand on academic integrity.

**Cheating and plagiarism are wrong.** Cheating and plagiarism in any form as defined by this Code will be considered a critical breach of character and integrity as well as a serious violation of the Code of Student Conduct.

The School District of Indian River County defines cheating as:

The inappropriate and deliberate distribution or use of information, notes, materials, or work of another person in the completion of an academic exam, test, or assignment without specific teacher permission and proper crediting of the source (plagiarism).

Refer to the Range of Disciplinary Infraction and School Interventions for Disciplinary Infractions within this booklet for a listing of consequences relating to violations of academic honesty.

In addition to the consequences applied by the teacher, a cheating or plagiarism violation will be referred to the administration and may result in the loss of eligibility or removal from an academic club, loss of academic honors and awards as well as eligibility to apply for or receive local academic scholarships. These decisions, any or all, would be decided by a committee of teachers appointed by the principal.

I have read and understand the School District's policy concerning academic honesty.

**Media Release**

As the parent of a student in Indian River County School District, I understand that my student's picture may appear in newspapers, on television, on District and school websites, in School Board and school publications, e.g., school yearbooks, school newspapers, class pictures, or other communication tools. Unless indicated by checking the box below, I **will** allow my student to be photographed and/or filmed for the purposes explained above.

I will **NOT** allow my student to be photographed and/or filmed for the purposes explained above.

**NOTE:** The **Request to Withhold Information (for junior and seniors only)** form which was previously included in the code is now available on the SDIRC website, [www.indianriverschools.org](http://www.indianriverschools.org), and in the high school guidance offices.

Sign and return to your child's school



Stephanie J. Hammer 5/22/13

5/22/2013; 9:25 AM

**Imagine Schools at South Vero**

**Balance Sheet - Governmental Funds  
April 30, 2013**

	Account Number	Fund Types			Total
		Click Here General	Click Here SR - Grants	Click Here Capital Projects	
<b>ASSETS</b>					
Cash and Cash Equivalents	1110	669,709.24			669,709.24
Investments	1160				0.00
Taxes Receivable, Net	1120				0.00
Accounts Receivable	1130	16,275.92			16,275.92
Due from:					
School District	1131	11,348.00			11,348.00
Charter Holder	1132				0.00
Other Charter School(s)	1133				0.00
Management Company	1134				0.00
Due from Other Funds:					
Budgetary Funds	1141				0.00
Internal Funds	1142				0.00
Inventory	1150				0.00
Interest Receivable	1170				0.00
Due from Reinsurer	1180				0.00
Other Current Assets:					
Deposits Receivable	1210				0.00
Due from Other Agencies	1220	16,124.46			16,124.46
Prepaid Items	1230	16,176.66			16,176.66
<b>Total Assets</b>		<b>729,634.28</b>	<b>0.00</b>	<b>0.00</b>	<b>729,634.28</b>
<b>LIABILITIES AND FUND BALANCES</b>					
<b>LIABILITIES</b>					
Salaries, Benefits and Payroll Taxes Payable	2110	38,707.70			38,707.70
Payroll Deductions and Withholdings	2170	56,845.62			56,845.62
Accounts Payable	2120	37,103.57			37,103.57
Due to:					
School District	2121				0.00
Charter Holder	2122				0.00
Other Charter School(s)	2123				0.00
Management Company	2124	1,614.50			1,614.50
Judgments Payable	2130				0.00
Construction Contracts Payable	2140				0.00
Construction Contracts Payable-Retained Percentage	2150				0.00
Due to Fiscal Agent	2240				0.00
Sales Tax Payable	2260				0.00
Accrued Interest Payable	2210	27,207.61			27,207.61
Deposits Payable	2220				0.00
Due to Other Agencies	2230				0.00
Due to Other Funds:					
Budgetary Funds	2161				0.00
Internal Funds	2162				0.00
Deferred Revenue	2410	10,620.06			10,620.06
<b>Total Liabilities</b>		<b>172,099.06</b>	<b>0.00</b>	<b>0.00</b>	<b>172,099.06</b>
<b>FUND BALANCES</b>					
Reserved For:					
Endowments	2705				0.00
State Required Carryover Programs	2710				0.00
Encumbrances	2720				0.00
Inventory	2730				0.00
Other Purposes					0.00
Unreserved, Reported in:					
General Fund	2760	557,535.22			557,535.22
Special Revenue Fund - Capital Outlay	2760				0.00
Special Revenue Fund - Grants	2760		0.00		0.00
Capital Projects Funds	2760			0.00	0.00
Permanent Funds	2760				Rev. 0.00
<b>Total Fund Balances</b>	<b>2700</b>	<b>557,535.22</b>	<b>0.00</b>	<b>0.00</b>	<b>557,535.22</b>
<b>Total Liabilities and Fund Balances</b>		<b>729,634.28</b>	<b>0.00</b>	<b>0.00</b>	<b>729,634.28</b>

*Stephanie F. H. ... 5/22/13*

5/22/2013; 9:25 AM

**Imagine Schools at South Vero**

**General Fund**

Revenue & Expenditures - Budget And Actual  
April 30, 2013

Function	Budget Amounts		Actual 854	Variance with Final Budget - Positive (Negative)
	Original 910	Current 853		
	0			
<b>REVENUES</b>				
Federal Direct	3100	0.00	110,559.00	107,059.64 (3,499.36)
Federal Through State & Local	3200	0.00	0.00	0.00
State Sources	3300	5,620,657.00	5,152,240.00	4,213,654.78 (938,585.22)
Local Sources	3400	560,486.00	626,506.00	642,583.31 16,077.31
<b>Total Revenues</b>		<b>6,181,143.00</b>	<b>5,889,305.00</b>	<b>4,963,297.73 (926,007.27)</b>
<b>EXPENDITURES</b>				
Current:				
Instruction	5000	2,820,212.00	2,823,819.00	2,143,472.39 680,346.61
Pupil Personnel Services	6100	39,263.00	24,795.00	19,384.07 5,410.93
Instructional Media Services	6200	0.00	0.00	0.00
Instruction and Curriculum Development Services	6300	60,051.00	0.00	0.00
Instructional Staff Training Services	6400	15,552.00	15,552.00	6,827.30 8,724.70
Instruction Related Technology	6500			0.00
Board	7100	0.00	0.00	0.00
Administration Fees:				
District Holdback Fee	7201	75,706.00	75,634.00	61,861.31 13,772.69
Charter Holder	7202			0.00
Management Company	7203	670,452.00	641,972.00	531,118.00 110,854.00
Other	7204	141,742.00	30,000.00	25,000.00 5,000.00
School Administration	7300	420,649.00	377,878.00	289,243.47 88,634.53
Facilities Acquisition and Construction	7400	1,053,358.00	1,089,352.00	938,938.70 150,413.30
Fiscal Services	7500	15,000.00	15,000.00	14,725.00 275.00
Food Services	7600	230,157.00	235,431.00	226,794.26 8,636.74
Central Services	7700	19,002.00	14,809.00	11,927.97 2,881.03
Pupil Transportation Services	7800	0.00	0.00	0.00
Operation of Plant	7900	271,664.00	272,057.00	212,942.36 59,114.64
Maintenance of Plant	8100	79,242.00	22,308.00	11,598.15 10,709.85
Administrative Technology Services	8200			0.00
Community Services	9100	139,907.00	97,390.00	80,903.53 16,486.47
Debt Service: (Function 9200)				
Retirement of Principal	710			0.00
Interest	720			0.00
Dues, Fees and Issuance Costs	730			0.00
Miscellaneous Expenditures	790			0.00
Capital Outlay:				
Facilities Acquisition and Construction	7420			0.00
Other Capital Outlay	9300			0.00
<b>Total Expenditures</b>		<b>6,051,957.00</b>	<b>5,735,997.00</b>	<b>4,574,736.51 1,161,260.49</b>
Excess (Deficiency) of Revenues Over (Under) Expenditures		129,186.00	153,308.00	388,561.22 235,253.22
<b>OTHER FINANCING SOURCES (USES)</b>				
Loans Incurred	3720			0.00
Proceeds from the Sale of Capital Assets	3730			0.00
Loss Recoveries	3740			0.00
Proceeds of Forward Supply Contract	3760			0.00
Special Facilities Construction Advances	3770			0.00
Transfers In	3600			0.00
Transfers Out	9700			0.00
<b>Total Other Financing Sources (Uses)</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>SPECIAL ITEMS</b>				
				0.00
<b>EXTRAORDINARY ITEMS</b>				
				0.00
Net Change in Fund Balances		129,186.00	153,308.00	388,561.22 Rev. 235,253.22
Fund Balance - Beginning of Year	2800			168,974.00
Adjustment to Fund Balance	2891			0.00
Fund Balance - End of Year	2700	129,186.00	153,308.00	557,535.22 404,227.22



**Imagine Schools at South Vero**

**Special Revenue - Grants**

Revenue & Expenditures - Budget And Actual April 30, 2013	0 Function	Budget Amounts			Actual	Variance with Final Budget - Positive (Negative)
		Original	Current			
		910	853	854		
<b>REVENUES</b>						
Federal Direct	3100					0.00
Federal Through State & Local	3200	0.00	0.00	0.00		0.00
ARRA SFSF	3210	0.00	0.00	0.00		0.00
Ed Job Funds	3215	0.00	0.00	0.00		0.00
IDEA	3230	0.00	0.00	0.00		0.00
State Sources	3300					0.00
Local Sources	3400					0.00
<b>Total Revenues</b>		0.00	0.00	0.00		0.00
<b>EXPENDITURES</b>						
Current:						
Instruction	5000	0.00	0.00	0.00		0.00
Pupil Personnel Services	6100					0.00
Instructional Media Services	6200					0.00
Instruction and Curriculum Development Services	6300					0.00
Instructional Staff Training Services	6400					0.00
Instruction Related Technology	6500	0.00	0.00	0.00		0.00
Board	7100					0.00
Administration Fees:						
District Holdback Fee	7201					0.00
Charter Holder	7202					0.00
Management Company	7203					0.00
Other	7204					0.00
School Administration	7300					0.00
Facilities Acquisition and Construction	7400					0.00
Fiscal Services	7500					0.00
Food Services	7600					0.00
Central Services	7700					0.00
Pupil Transportation Services	7800					0.00
Operation of Plant	7900					0.00
Maintenance of Plant	8100					0.00
Administrative Technology Services	8200					0.00
Community Services	9100					0.00
Debt Service: (Function 9200)						
Retirement of Principal	710					0.00
Interest	720					0.00
Dues, Fees and Issuance Costs	730					0.00
Miscellaneous Expenditures	790					0.00
Capital Outlay:						
Facilities Acquisition and Construction	7420					0.00
Other Capital Outlay	9300					0.00
<b>Total Expenditures</b>		0.00	0.00	0.00		0.00
Excess (Deficiency) of Revenues Over (Under) Expenditures		0.00	0.00	0.00		0.00
<b>OTHER FINANCING SOURCES (USES)</b>						
Loans Incurred	3720					0.00
Proceeds from the Sale of Capital Assets	3730					0.00
Loss Recoveries	3740					0.00
Proceeds of Forward Supply Contract	3760					0.00
Special Facilities Construction Advances	3770					0.00
Transfers In	3600					0.00
Transfers Out	9700					0.00
<b>Total Other Financing Sources (Uses)</b>		0.00	0.00	0.00		0.00
<b>SPECIAL ITEMS</b>						
						0.00
<b>EXTRAORDINARY ITEMS</b>						
						0.00
Net Change in Fund Balances		0.00	0.00	0.00		0.00
Fund Balance - Beginning of Year	2800					0.00
Adjustment to Fund Balance	2891					0.00
Fund Balance - End of Year	2700	0.00	0.00	0.00		0.00

*Ascham & Hammon 5/24/13*

5/22/2013; 9:25 AM

**Imagine Schools at South Vero**

**Capital Projects**

Revenue & Expenditures - Budget And Actual April 30, 2013	0	Budget Amounts		Actual 854	Variance with Final Budget - Positive (Negative)
	Function	Original	Current		
		910	853		
<b>REVENUES</b>					
Federal Direct	3100				0.00
Federal Through State & Local	3200				0.00
State Sources	3300	314,030.00	278,268.00	200,745.00	(77,523.00)
Local Sources	3400				0.00
<b>Total Revenues</b>		314,030.00	278,268.00	200,745.00	(77,523.00)
<b>EXPENDITURES</b>					
Current:					
Instruction	5000				0.00
Pupil Personnel Services	6100				0.00
Instructional Media Services	6200				0.00
Instruction and Curriculum Development Services	6300				0.00
Instructional Staff Training Services	6400				0.00
Instruction Related Technology	6500				0.00
Board	7100				0.00
Administration Fees:					
District Holdback Fee	7201				0.00
Charter Holder	7202				0.00
Management Company	7203				0.00
Other	7204				0.00
School Administration	7300				0.00
Facilities Acquisition and Construction	7400	314,030.00	278,268.00	200,745.00	77,523.00
Fiscal Services	7500				0.00
Food Services	7600				0.00
Central Services	7700				0.00
Pupil Transportation Services	7800				0.00
Operation of Plant	7900				0.00
Maintenance of Plant	8100				0.00
Administrative Technology Services	8200				0.00
Community Services	9100				0.00
Debt Service: (Function 9200)					
Retirement of Principal	710				0.00
Interest	720				0.00
Dues, Fees and Issuance Costs	730				0.00
Miscellaneous Expenditures	790				0.00
Capital Outlay:					
Facilities Acquisition and Construction	7420				0.00
Other Capital Outlay	9300				0.00
<b>Total Expenditures</b>		314,030.00	278,268.00	200,745.00	77,523.00
Excess (Deficiency) of Revenues Over (Under) Expenditures		0.00	0.00	0.00	0.00
<b>OTHER FINANCING SOURCES (USES)</b>					
Loans Incurred	3720				0.00
Proceeds from the Sale of Capital Assets	3730				0.00
Loss Recoveries	3740				0.00
Proceeds of Forward Supply Contract	3760				0.00
Special Facilities Construction Advances	3770				0.00
Transfers In	3600				0.00
Transfers Out	9700				0.00
<b>Total Other Financing Sources (Uses)</b>		0.00	0.00	0.00	0.00
<b>SPECIAL ITEMS</b>					0.00
<b>EXTRAORDINARY ITEMS</b>					0.00
Net Change in Fund Balances		0.00	0.00	0.00	0.00
Fund Balance - Beginning of Year	2800				0.00
Adjustment to Fund Balance	2891				0.00
Fund Balance - End of Year	2700	0.00	0.00	0.00	0.00

**COPY**

**NORTH COUNTY CHARTER SCHOOL, INC.**

**Financial Statements  
with  
Independent Accountants' Compilation Report**

**April 30, 2013**



**KMETZ NUTTALL ELWELL GRAHAM, PLLC**  
*Certified Public Accountants*

**Independent Accountants' Compilation Report**

To the Board of Directors  
North County Charter School, Inc.  
Vero Beach, Florida

We have compiled the accompanying balance sheet of North County Charter School, Inc. as of April 30, 2013, and the related statement of profit and loss by fund and profit and loss budget vs. actual by fund for one month and the period then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the School's financial position and results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Kmetz, Nuttall, Elwell, Graham, PLLC  
Certified Public Accountants

May 22, 2013

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2800 Ocean Drive Vero Beach, Florida 32963 T: 772.231.6902 F: 772.231.4099

[www.knegcpa.com](http://www.knegcpa.com)

Michael L. Kmetz, CPA, PFS Scott A. Nuttall, CPA, CFP Brian J. Elwell, CPA Patrick K. Graham, CPA, MA  
Teresa M. LaSota, CPA David P. Reisinger, CPA Melissa M. Medlock, CPA

NORTH COUNTY CHARTER SCHOOL, INC.  
Balance Sheet as of 04/30/13

	Governmental Fund Types			Account Groups		Total
	General	Capital	Federal	General Fixed Assets	General Long-Term Debt	
<b>Assets</b>						
<b>Current Assets</b>						
Cash in bank	\$564,607.97	\$ -	\$ -	\$ -	\$ -	\$ 564,607.97
Due from other agencies	-	-	-	-	-	-
Due from other fund	3,207.38	-	-	-	-	3,207.38
Interest receivable	-	-	-	-	-	-
Deposit receivable	-	-	-	-	-	-
Prepaid expenses	-	-	-	-	-	-
<b>Current Asset Subtotal</b>	<b>567,815.35</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>567,815.35</b>
<b>Fixed Assets</b>						
Land	-	-	-	599,237.74	-	599,237.74
Land improvement, non-depreciable	-	-	-	-	-	-
Improvements other than building	-	-	-	51,296.96	-	51,296.96
Buildings & fixed equipment	-	-	-	3,215,971.65	-	3,215,971.65
Furniture, fixture & equipment	-	-	-	136,418.16	-	136,418.16
Computer software	-	-	-	799.60	-	799.60
Construction in progress	-	-	-	25,255.87	-	25,255.87
Loan costs	-	-	-	35,956.00	-	35,956.00
<b>Fixed Asset Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,064,935.98</b>	<b>-</b>	<b>4,064,935.98</b>
<b>Other Assets: Amt available for debt service</b>						
Mortgage payable	-	-	-	-	2,389,872.91	2,389,872.91
<b>Other Assets Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,389,872.91</b>	<b>2,389,872.91</b>
<b>Total Assets</b>	<b>\$567,815.35</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,064,935.98</b>	<b>\$ 2,389,872.91</b>	<b>\$ 7,022,624.24</b>
<b>Liabilities</b>						
<b>Current Liabilities</b>						
Deferred revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to other fund	-	(14,714.53)	17,921.91	-	-	3,207.38
<b>Current Liabilities Subtotal</b>	<b>-</b>	<b>(14,714.53)</b>	<b>17,921.91</b>	<b>-</b>	<b>-</b>	<b>3,207.38</b>
<b>Long Term Liabilities</b>						
Mortgage payable	-	-	-	-	2,389,872.91	2,389,872.91
<b>Long Term Liabilities Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,389,872.91</b>	<b>2,389,872.91</b>
<b>Liabilities Total</b>	<b>-</b>	<b>(14,714.53)</b>	<b>17,921.91</b>	<b>-</b>	<b>2,389,872.91</b>	<b>2,393,080.29</b>
<b>Equity</b>						
Fund balance, 6/30/12	349,108.83	-	-	-	-	349,108.83
Investment in fixed assets	-	-	-	4,064,935.98	-	4,064,935.98
<b>Equity subtotal</b>	<b>349,108.83</b>	<b>-</b>	<b>-</b>	<b>4,064,935.98</b>	<b>-</b>	<b>4,414,044.81</b>
<b>Net Addition/(Deficit)</b>	<b>218,706.52</b>	<b>14,714.53</b>	<b>(17,921.91)</b>	<b>-</b>	<b>-</b>	<b>215,499.14</b>
<b>Equity Total</b>	<b>567,815.35</b>	<b>14,714.53</b>	<b>(17,921.91)</b>	<b>4,064,935.98</b>	<b>-</b>	<b>4,629,543.95</b>
<b>Total Liabilities and Equity</b>	<b>\$567,815.35</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,064,935.98</b>	<b>\$ 2,389,872.91</b>	<b>\$ 7,022,624.24</b>

See Independent accountants' compilation report.

Signature: KE Miller

Date: 5-22-2013



# NORTH COUNTY CHARTER SCHOOL, INC.

## Profit & Loss by Fund

### April 2013

	CAPITAL PROJECTS FUND		GENERAL FUND	
	Apr 13	Jul '12 - Apr 13	Apr 13	Jul '12 - Apr 13
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
3300 - REVENUE THRU STATE				
3361 - SCHOOL RECOGNITION FUNDS	0.00	0.00	0.00	18,751.00
3397 - CAPITAL OUTLAY	5,890.00	53,255.00	0.00	0.00
<b>Total 3300 - REVENUE THRU STATE</b>	<b>5,890.00</b>	<b>53,255.00</b>	<b>0.00</b>	<b>18,751.00</b>
3400 - REV FROM LOCAL SOURCES				
3440 - GIFTS, GRANTS & BEQUESTS				
3440.2 - FIELD TRIP FUNDS	0.00	0.00	609.00	1,518.00
3440.3 - GIFTS, DONATIONS	0.00	0.00	0.00	77.25
3440.4 - REFUNDS	0.00	0.00	0.00	170.00
3440.5 - UNIFORMS	0.00	0.00	320.00	7,018.00
3440.6 - BEFORE/AFTER PROGRAM	0.00	0.00	2,335.00	23,784.00
3440 - GIFTS, GRANTS & BEQUESTS - ...	0.00	0.00	263.90	1,884.57
<b>Total 3440 - GIFTS, GRANTS &amp; BEQUESTS</b>	<b>0.00</b>	<b>0.00</b>	<b>3,527.90</b>	<b>34,451.82</b>
3451 - STUDENT LUNCHES	0.00	0.00	0.00	0.00
3495 - RENT INCOME	0.00	0.00	975.00	10,900.00
<b>Total 3400 - REV FROM LOCAL SOURCES</b>	<b>0.00</b>	<b>0.00</b>	<b>4,502.90</b>	<b>45,351.82</b>
IRCSA PASS-THROUGH				
3000 - IRCSA - FUNDING	0.00	0.00	113,088.59	1,158,765.78
<b>Total IRCSA PASS-THROUGH</b>	<b>0.00</b>	<b>0.00</b>	<b>113,088.59</b>	<b>1,158,765.78</b>
<b>Total Income</b>	<b>5,890.00</b>	<b>53,255.00</b>	<b>117,591.49</b>	<b>1,222,868.60</b>
<b>Gross Profit</b>	<b>5,890.00</b>	<b>53,255.00</b>	<b>117,591.49</b>	<b>1,222,868.60</b>
<b>Expense</b>				
5100 BASIC (K-12)				
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	49,487.28	429,915.27
310A - DAY CARE PROF/TECH	0.00	0.00	0.00	11,045.98
320 - INSURANCE & BOND PREMIUM	0.00	0.00	0.00	887.00
330 - TRAVEL	0.00	0.00	819.00	1,149.00
390 - OTHER PURCHASED SERVICES	0.00	0.00	0.00	930.18
510 - SUPPLIES	0.00	0.00	700.00	17,029.39
510A - DAY CARE SUPPLIES	0.00	0.00	0.00	233.68
510B - UNIFORMS	0.00	0.00	0.00	4,525.35
642 - NON-CAP FURN, FIXT & EQUIP	0.00	0.00	0.00	3,732.08
643 - CAP COMPUTER HARDWARE	0.00	3,716.25	0.00	0.00
691 - CAPITALIZED SOFTWARE	0.00	799.60	0.00	0.00
790 - MISCELLANEOUS EXPENSES	0.00	0.00	1,821.32	14,207.04
790A - DAYCARE MISCELLANEOUS	0.00	0.00	110.42	1,496.48
<b>Total 5100 BASIC (K-12)</b>	<b>0.00</b>	<b>4,515.85</b>	<b>52,938.02</b>	<b>485,151.45</b>
5200 - EXCEPTIONAL				
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	630.00	5,370.00
<b>Total 5200 - EXCEPTIONAL</b>	<b>0.00</b>	<b>0.00</b>	<b>630.00</b>	<b>5,370.00</b>
6150 - PARENTAL INVOLVEMENT				
510 - SUPPLIES	0.00	0.00	0.00	11.09
<b>Total 6150 - PARENTAL INVOLVEMENT</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11.09</b>
6400 - INSTRUCT STAFF TRAINING				
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	0.00	611.00
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>611.00</b>
7100 - BOARD				
320 - INSURANCE & BOND PREMIUMS	0.00	0.00	0.00	1,656.26
<b>Total 7100 - BOARD</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,656.26</b>
7300 - SCHOOL ADMINISTRATION				
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	14,597.42	141,180.46
320 - INSURANCE & BOND PREMIUMS	0.00	0.00	0.00	4,977.92
330 - TRAVEL	0.00	0.00	0.00	751.74
370 - COMMUNICATIONS	0.00	0.00	197.44	1,236.73
390 - OTHER PURCHASED SERVICES	0.00	0.00	1,214.71	8,418.87
510 - SUPPLIES	0.00	0.00	113.61	2,526.95
642 - NON-CAP FURN, FIXT & EQUIP	0.00	0.00	385.42	843.40
700 - OTHER EXPENSES	0.00	0.00	3.00	3.00
730 - DUES & FEES	0.00	0.00	0.00	1,519.43
790 - MISCELLANEOUS EXPENSES	0.00	0.00	0.00	4,438.56
<b>Total 7300 - SCHOOL ADMINISTRATION</b>	<b>0.00</b>	<b>0.00</b>	<b>16,511.60</b>	<b>165,895.06</b>
7400 - FACILITIES ACQ & CONST				
310 - PROFESSIONAL & TECHNICAL	4,116.67	20,950.87	0.00	2,400.00
630 - BUILDINGS AND FIXED EQUIP	0.00	2,725.00	0.00	0.00
670 - IMPROVE OTHER THAN BLDG	0.00	0.00	0.00	924.44
680 - REMODELING & RENOVATIONS	0.00	0.00	7.63	223.40
730 - DUES AND FEES	0.00	4,065.00	0.00	35,958.00
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>4,116.67</b>	<b>27,740.87</b>	<b>7.63</b>	<b>39,503.84</b>

# NORTH COUNTY CHARTER SCHOOL, INC.

## Profit & Loss by Fund

### April 2013

	CAPITAL PROJECTS FUND		GENERAL FUND	
	Apr 13	Jul '12 - Apr 13	Apr 13	Jul '12 - Apr 13
<b>7500 - FISCAL SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	315.00	12,280.00
<b>Total 7500 - FISCAL SERVICES</b>	<b>0.00</b>	<b>0.00</b>	<b>315.00</b>	<b>12,280.00</b>
<b>7600 - FOOD SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	0.00	0.00
510 - SUPPLIES	0.00	0.00	0.00	0.00
570 - FOOD	0.00	0.00	0.00	0.00
641 - CAP, FURN, FIXT	0.00	6,283.75	0.00	0.00
642 - NON-CAP FURN, FIXT & EQUI	0.00	0.00	0.00	0.00
730 - DUES & FEES	0.00	0.00	0.00	0.00
790 - MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00
<b>Total 7600 - FOOD SERVICES</b>	<b>0.00</b>	<b>6,283.75</b>	<b>0.00</b>	<b>0.00</b>
<b>7800 - TRANSPORTATION</b>				
360 - RENTALS	0.00	0.00	0.00	9,154.54
<b>Total 7800 - TRANSPORTATION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,154.54</b>
<b>7900 - OPERATION OF PLANT</b>				
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	3,553.02	33,156.20
320 - INSURANCE & BOND PREMIUMS	0.00	0.00	0.00	20,274.43
350 - REPAIRS AND MAINTENANCE	0.00	0.00	3,017.31	23,044.49
370 - COMMUNICATIONS	0.00	0.00	705.85	3,758.02
380 - UTILITIES	0.00	0.00	3,960.37	20,449.54
390 - OTHER PURCHASED SERVICES	0.00	0.00	39.67	1,410.41
510 - SUPPLIES	0.00	0.00	462.17	3,583.60
790 - MISCELLANEOUS	0.00	0.00	0.00	1,004.43
<b>Total 7900 - OPERATION OF PLANT</b>	<b>0.00</b>	<b>0.00</b>	<b>11,738.39</b>	<b>106,681.12</b>
<b>8100 - MAINTENANCE OF PLANT</b>				
350 - REPAIRS AND MAINTENANCE	0.00	0.00	295.00	3,756.94
510 - SUPPLIES	0.00	0.00	35.06	2,149.80
642 - NON-CAP FURN, FIXT & EQUI	0.00	0.00	0.00	262.05
<b>Total 8100 - MAINTENANCE OF PLANT</b>	<b>0.00</b>	<b>0.00</b>	<b>330.06</b>	<b>6,168.79</b>
<b>9200 - DEBT SERVICE</b>				
720 - INTEREST EXPENSE	0.00	0.00	15,543.48	117,407.71
790 - MISCELLANEOUS	0.00	0.00	20,093.16	77,671.62
<b>Total 9200 - DEBT SERVICE</b>	<b>0.00</b>	<b>0.00</b>	<b>35,636.64</b>	<b>195,079.33</b>
<b>Total Expense</b>	<b>4,116.67</b>	<b>38,540.47</b>	<b>118,107.34</b>	<b>1,027,562.48</b>
<b>Net Ordinary Income</b>	<b>1,773.33</b>	<b>14,714.53</b>	<b>-515.85</b>	<b>195,306.12</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
<b>OTHER FINANCING SOURCES (USES)</b>				
3720 - LOAN PROCEEDS	0.00	0.00	0.00	23,400.40
<b>Total OTHER FINANCING SOURCES (USES)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>23,400.40</b>
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>23,400.40</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>23,400.40</b>
<b>Income</b>	<b>1,773.33</b>	<b>14,714.53</b>	<b>-515.85</b>	<b>218,706.52</b>

# NORTH COUNTY CHARTER SCHOOL, INC.

## Profit & Loss by Fund

### April 2013

	SPECIAL REVENUE FUND		TOTAL	
	Apr 13	Jul '12 - Apr 13	Apr 13	Jul '12 - Apr 13
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
3300 - REVENUE THRU STATE				
3361 - SCHOOL RECOGNITION FUNDS	0.00	0.00	0.00	18,751.00
3397 - CAPITAL OUTLAY	0.00	0.00	5,890.00	53,255.00
<b>Total 3300 - REVENUE THRU STATE</b>	<b>0.00</b>	<b>0.00</b>	<b>5,890.00</b>	<b>72,006.00</b>
3400 - REV FROM LOCAL SOURCES				
3440 - GIFTS, GRANTS & BEQUESTS				
3440.2 - FIELD TRIP FUNDS	0.00	0.00	609.00	1,518.00
3440.3 - GIFTS, DONATIONS	0.00	0.00	0.00	77.25
3440.4 - REFUNDS	0.00	0.00	0.00	170.00
3440.5 - UNIFORMS	0.00	0.00	320.00	7,018.00
3440.6 - BEFORE/AFTER PROGRAM	0.00	0.00	2,335.00	23,784.00
3440 - GIFTS, GRANTS & BEQUESTS - ...	0.00	0.00	263.90	1,884.57
<b>Total 3440 - GIFTS, GRANTS &amp; BEQUESTS</b>	<b>0.00</b>	<b>0.00</b>	<b>3,527.90</b>	<b>34,451.82</b>
3451 - STUDENT LUNCHES	8,318.78	73,344.66	8,318.78	73,344.66
3495 - RENT INCOME	0.00	0.00	975.00	10,900.00
<b>Total 3400 - REV FROM LOCAL SOURCES</b>	<b>8,318.78</b>	<b>73,344.66</b>	<b>12,821.68</b>	<b>118,696.48</b>
IRCS D PASS-THROUGH				
3000 - IRCS D - FUNDING	0.00	0.00	113,088.59	1,158,765.78
<b>Total IRCS D PASS-THROUGH</b>	<b>0.00</b>	<b>0.00</b>	<b>113,088.59</b>	<b>1,158,765.78</b>
<b>Total Income</b>	<b>8,318.78</b>	<b>73,344.66</b>	<b>131,800.27</b>	<b>1,349,468.26</b>
<b>Gross Profit</b>	<b>8,318.78</b>	<b>73,344.66</b>	<b>131,800.27</b>	<b>1,349,468.26</b>
<b>Expense</b>				
5100 BASIC (K-12)				
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	49,487.28	429,915.27
310A - DAY CARE PROF/TECH	0.00	0.00	0.00	11,045.98
320 - INSURANCE & BOND PREMIUM	0.00	0.00	0.00	887.00
330 - TRAVEL	0.00	0.00	819.00	1,149.00
390 - OTHER PURCHASED SERVICES	0.00	0.00	0.00	930.18
510 - SUPPLIES	0.00	0.00	700.00	17,029.39
510A - DAY CARE SUPPLIES	0.00	0.00	0.00	233.68
510B - UNIFORMS	0.00	0.00	0.00	4,525.35
642 - NON-CAP FURN, FIXT & EQUIP	0.00	0.00	0.00	3,732.00
643 - CAP COMPUTER HARDWARE	0.00	0.00	0.00	3,716.25
691 - CAPITALIZED SOFTWARE	0.00	0.00	0.00	799.60
790 - MISCELLANEOUS EXPENSES	0.00	0.00	1,821.32	14,207.04
790A - DAYCARE MISCELLANEOUS	0.00	0.00	110.42	1,496.48
<b>Total 5100 BASIC (K-12)</b>	<b>0.00</b>	<b>0.00</b>	<b>52,938.02</b>	<b>489,667.30</b>
5200 - EXCEPTIONAL				
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	630.00	5,370.00
<b>Total 5200 - EXCEPTIONAL</b>	<b>0.00</b>	<b>0.00</b>	<b>630.00</b>	<b>5,370.00</b>
6150 - PARENTAL INVOLVEMENT				
510 - SUPPLIES	0.00	0.00	0.00	11.09
<b>Total 6150 - PARENTAL INVOLVEMENT</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11.09</b>
6400 - INSTRUCT STAFF TRAINING				
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	0.00	611.00
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>611.00</b>
7100 - BOARD				
320 - INSURANCE & BOND PREMIUMS	0.00	0.00	0.00	1,656.26
<b>Total 7100 - BOARD</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,656.26</b>
7300 - SCHOOL ADMINISTRATION				
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	14,597.42	141,180.46
320 - INSURANCE & BOND PREMIUMS	0.00	0.00	0.00	4,977.92
330 - TRAVEL	0.00	0.00	0.00	751.74
370 - COMMUNICATIONS	0.00	0.00	197.44	1,236.73
390 - OTHER PURCHASED SERVICES	0.00	0.00	1,214.71	8,418.87
510 - SUPPLIES	0.00	0.00	113.61	2,526.95
642 - NON-CAP FURN, FIXT & EQUIP	0.00	0.00	385.42	843.40
700 - OTHER EXPENSES	0.00	0.00	3.00	3.00
730 - DUES & FEES	0.00	0.00	0.00	1,519.43
790 - MISCELLANEOUS EXPENSES	0.00	0.00	0.00	4,436.56
<b>Total 7300 - SCHOOL ADMINISTRATION</b>	<b>0.00</b>	<b>0.00</b>	<b>16,511.60</b>	<b>165,895.06</b>
7400 - FACILITIES ACQ & CONST				
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	4,116.67	23,350.87
630 - BUILDINGS AND FIXED EQUIP	0.00	0.00	0.00	2,725.00
670 - IMPROVE OTHER THAN BLDG	0.00	0.00	0.00	924.44
680 - REMODELING & RENOVATIONS	0.00	0.00	7.63	223.40
730-DUES AND FEES	0.00	0.00	0.00	40,021.00
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>0.00</b>	<b>0.00</b>	<b>4,124.30</b>	<b>67,244.71</b>

# NORTH COUNTY CHARTER SCHOOL, INC.

## Profit & Loss by Fund

### April 2013

	SPECIAL REVENUE FUND		TOTAL	
	Apr 13	Jul '12 - Apr 13	Apr 13	Jul '12 - Apr 13
<b>7500 - FISCAL SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	315.00	12,280.00
<b>Total 7500 - FISCAL SERVICES</b>	0.00	0.00	315.00	12,280.00
<b>7600 - FOOD SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	5,230.23	46,503.34	5,230.23	46,503.34
510 - SUPPLIES	204.44	2,332.42	204.44	2,332.42
570 - FOOD	5,357.21	40,210.58	5,357.21	40,210.58
641 - CAP, FURN, FIXT	0.00	0.00	0.00	6,283.75
642 - NON-CAP FURN, FIXT & EQUI	0.00	45.95	0.00	45.95
730 - DUES & FEES	0.00	170.00	0.00	170.00
790 - MISCELLANEOUS EXPENSES	386.50	2,004.28	386.50	2,004.28
<b>Total 7600 - FOOD SERVICES</b>	11,178.38	91,266.57	11,178.38	97,550.32
<b>7800 - TRANSPORTATION</b>				
360 - RENTALS	0.00	0.00	0.00	9,154.54
<b>Total 7800 - TRANSPORTATION</b>	0.00	0.00	0.00	9,154.54
<b>7900 - OPERATION OF PLANT</b>				
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	3,553.02	33,156.20
320 - INSURANCE & BOND PREMIUMS	0.00	0.00	0.00	20,274.43
350 - REPAIRS AND MAINTENANCE	0.00	0.00	3,017.31	23,044.49
370 - COMMUNICATIONS	0.00	0.00	705.85	3,758.02
380 - UTILITIES	0.00	0.00	3,960.37	20,449.54
390 - OTHER PURCHASED SERVICES	0.00	0.00	39.67	1,410.41
510 - SUPPLIES	0.00	0.00	462.17	3,583.60
790 - MISCELLANEOUS	0.00	0.00	0.00	1,004.43
<b>Total 7900 - OPERATION OF PLANT</b>	0.00	0.00	11,738.39	106,681.12
<b>8100 - MAINTENANCE OF PLANT</b>				
350 - REPAIRS AND MAINTENANCE	0.00	0.00	295.00	3,756.94
510 - SUPPLIES	0.00	0.00	35.06	2,149.80
642 - NON-CAP FURN, FIXT & EQUI	0.00	0.00	0.00	262.05
<b>Total 8100 - MAINTENANCE OF PLANT</b>	0.00	0.00	330.06	6,168.79
<b>9200 - DEBT SERVICE</b>				
720 - INTEREST EXPENSE	0.00	0.00	15,543.48	117,407.71
790 - MISCELLANEOUS	0.00	0.00	20,093.16	77,671.62
<b>Total 9200 - DEBT SERVICE</b>	0.00	0.00	35,636.64	195,079.33
<b>Total Expense</b>	11,178.38	91,266.57	133,402.39	1,157,369.52
<b>Net Ordinary Income</b>	-2,859.60	-17,921.91	-1,602.12	192,098.74
<b>Other Income/Expense</b>				
<b>Other Income</b>				
<b>OTHER FINANCING SOURCES (USES)</b>				
3720 - LOAN PROCEEDS	0.00	0.00	0.00	23,400.40
<b>Total OTHER FINANCING SOURCES (USES)</b>	0.00	0.00	0.00	23,400.40
<b>Total Other Income</b>	0.00	0.00	0.00	23,400.40
<b>Net Other Income</b>	0.00	0.00	0.00	23,400.40
<b>Income</b>	-2,859.60	-17,921.91	-1,602.12	215,499.14

**NORTH COUNTY CHARTER SCHOOL, INC.**  
**Profit & Loss Budget vs. Actual**  
 April 2013

	CAPITAL PROJECTS FUND			
	Apr 13	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
3300 - REVENUE THRU STATE				
3397 - CAPITAL OUTLAY	5,890.00	5,945.83	-55.83	99.1%
<b>Total 3300 - REVENUE THRU STATE</b>	<b>5,890.00</b>	<b>5,945.83</b>	<b>-55.83</b>	<b>99.1%</b>
3400 - REV FROM LOCAL SOURCES				
3440 - GIFTS, GRANTS & BEQUESTS				
3440.2 - FIELD TRIP FUNDS	0.00			
3440.3 - GIFTS, DONATIONS	0.00			
3440.5 - UNIFORMS	0.00			
3440.6 - BEFORE/AFTER PROGRAM	0.00			
3440 - GIFTS, GRANTS & BEQUESTS - Other	0.00			
<b>Total 3440 - GIFTS, GRANTS &amp; BEQUESTS</b>	<b>0.00</b>			
3451 - STUDENT LUNCHES	0.00			
3495 - RENT INCOME	0.00			
<b>Total 3400 - REV FROM LOCAL SOURCES</b>	<b>0.00</b>			
IRCS D PASS-THROUGH				
3000 - IRCS D - FUNDING	0.00			
<b>Total IRCS D PASS-THROUGH</b>	<b>0.00</b>			
<b>Total Income</b>	<b>5,890.00</b>	<b>5,945.83</b>	<b>-55.83</b>	<b>99.1%</b>
<b>Gross Profit</b>	<b>5,890.00</b>	<b>5,945.83</b>	<b>-55.83</b>	<b>99.1%</b>
<b>Expense</b>				
5100 BASIC (K-12)				
310 - PROFESSIONAL & TECHNICAL	0.00			
310A - DAY CARE PROF/TECH	0.00			
330 - TRAVEL	0.00			
390 - OTHER PURCHASED SERVICES	0.00			
510 - SUPPLIES	0.00			
510A - DAY CARE SUPPLIES	0.00			
642 - NON-CAP FURN, FIXT & EQUP	0.00			
643 - CAP COMPUTER HARDWARE	0.00	310.42	-310.42	0.0%
691 - CAPITALIZED SOFTWARE	0.00	66.67	-66.67	0.0%
692 - NONCAPITALIZED SOFTWARE	0.00			
790 - MISCELLANEOUS EXPENSES	0.00			
790A - DAYCARE MISCELLANEOUS	0.00			
<b>Total 5100 BASIC (K-12)</b>	<b>0.00</b>	<b>377.09</b>	<b>-377.09</b>	<b>0.0%</b>
5200 - EXCEPTIONAL				
310 - PROFESSIONAL & TECHNICAL	0.00			
<b>Total 5200 - EXCEPTIONAL</b>	<b>0.00</b>			
6150 - PARENTAL INVOLVEMENT				
510 - SUPPLIES	0.00			
<b>Total 6150 - PARENTAL INVOLVEMENT</b>	<b>0.00</b>			
6400 - INSTRUCT STAFF TRAINING				
310 - PROFESSIONAL & TECHNICAL	0.00			
790 - MISCELLANEOUS EXPENSES	0.00			
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>	<b>0.00</b>			
7100 - BOARD				
330 - TRAVEL	0.00			
<b>Total 7100 - BOARD</b>	<b>0.00</b>			



**NORTH COUNTY CHARTER SCHOOL, INC.**

**Profit & Loss Budget vs. Actual**

April 2013

**CAPITAL PROJECTS FUND**

	Apr 13	Budget	\$ Over Budget	% of Budget
<b>7300 - SCHOOL ADMINISTRATION</b>				
310 - PROFESSIONAL & TECHNICAL	0.00			
330 - TRAVEL	0.00			
370 - COMMUNICATIONS	0.00			
390 - OTHER PURCHASED SERVICES	0.00			
510 - SUPPLIES	0.00			
642 - NON-CAP FURN, FIXT & EQUIP	0.00			
700 - OTHER EXPENSES	0.00			
730 - DUES & FEES	0.00			
790 - MISCELLANEOUS EXPENSES	0.00			
<b>Total 7300 - SCHOOL ADMINISTRATION</b>	<b>0.00</b>			
<b>7400 - FACILITIES ACQ &amp; CONST</b>				
310 - PROFESSIONAL & TECHNICAL	4,116.67	2,916.67	1,200.00	141.1%
630 - BUILDINGS AND FIXED EQUIP	0.00	183.33	-183.33	0.0%
680 - REMODELING & RENOVATIONS	0.00			
730-DUES AND FEES	0.00			
790 - MISCELLANEOUS EXPENSE	0.00			
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>4,116.67</b>	<b>3,100.00</b>	<b>1,016.67</b>	<b>132.8%</b>
<b>7500 - FISCAL SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	0.00			
<b>Total 7500 - FISCAL SERVICES</b>	<b>0.00</b>			
<b>7600 - FOOD SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	0.00			
510 - SUPPLIES	0.00			
570 - FOOD	0.00			
641 - CAP, FURN, FIXT	0.00	523.67	-523.67	0.0%
730 - DUES & FEES	0.00			
790 - MISCELLANEOUS EXPENSES	0.00			
<b>Total 7600 - FOOD SERVICES</b>	<b>0.00</b>	<b>523.67</b>	<b>-523.67</b>	<b>0.0%</b>
<b>7800 - TRANSPORTATION</b>				
360 - RENTALS	0.00			
<b>Total 7800 - TRANSPORTATION</b>	<b>0.00</b>			
<b>7900 - OPERATION OF PLANT</b>				
310 - PROFESSIONAL & TECHNICAL	0.00			
350 - REPAIRS AND MAINTENANCE	0.00			
370 - COMMUNICATIONS	0.00			
380 - UTILITIES	0.00			
390 - OTHER PURCHASED SERVICES	0.00			
510 - SUPPLIES	0.00			
790 - MISCELLANEOUS	0.00			
<b>Total 7900 - OPERATION OF PLANT</b>	<b>0.00</b>			
<b>8100 - MAINTENANCE OF PLANT</b>				
350 - REPAIRS AND MAINTENANCE	0.00			
510 - SUPPLIES	0.00			
642 - NON-CAP FURN, FIXT & EQUIP	0.00			
<b>Total 8100 - MAINTENANCE OF PLANT</b>	<b>0.00</b>			
<b>9200 - DEBT SERVICE</b>				
720 - INTEREST EXPENSE	0.00	1,945.08	-1,945.08	0.0%
790 - MISCELLANEOUS	0.00			
<b>Total 9200 - DEBT SERVICE</b>	<b>0.00</b>	<b>1,945.08</b>	<b>-1,945.08</b>	<b>0.0%</b>
<b>Total Expense</b>	<b>4,116.67</b>	<b>5,945.84</b>	<b>-1,829.17</b>	<b>69.2%</b>
<b>Net Ordinary Income</b>	<b>1,773.33</b>	<b>-0.01</b>	<b>1,773.34</b>	<b>-17,733,300.0%</b>
<b>Net Income</b>	<b>1,773.33</b>	<b>-0.01</b>	<b>1,773.34</b>	<b>-17,733,300.0%</b>

**NORTH COUNTY CHARTER SCHOOL, INC.**  
**Profit & Loss Budget vs. Actual**  
**April 2013**

	GENERAL FUND			
	Apr 13	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
3300 - REVENUE THRU STATE				
3397 - CAPITAL OUTLAY	0.00			
<b>Total 3300 - REVENUE THRU STATE</b>	<b>0.00</b>			
3400 - REV FROM LOCAL SOURCES				
3440 - GIFTS, GRANTS & BEQUESTS				
3440.2 - FIELD TRIP FUNDS	609.00	208.33	400.67	292.3%
3440.3 - GIFTS, DONATIONS	0.00	8.33	-8.33	0.0%
3440.5 - UNIFORMS	320.00			
3440.6 - BEFORE/AFTER PROGRAM	2,335.00	2,416.67	-81.67	96.6%
3440 - GIFTS, GRANTS & BEQUESTS - Other	263.90			
<b>Total 3440 - GIFTS, GRANTS &amp; BEQUESTS</b>	<b>3,527.90</b>	<b>2,633.33</b>	<b>894.57</b>	<b>134.0%</b>
3451 - STUDENT LUNCHES	0.00			
3495 - RENT INCOME	975.00	1,041.67	-66.67	93.6%
<b>Total 3400 - REV FROM LOCAL SOURCES</b>	<b>4,502.90</b>	<b>3,675.00</b>	<b>827.90</b>	<b>122.5%</b>
IRCS D PASS-THROUGH				
3000 - IRCS D - FUNDING	113,088.59	115,411.75	-2,323.16	98.0%
<b>Total IRCS D PASS-THROUGH</b>	<b>113,088.59</b>	<b>115,411.75</b>	<b>-2,323.16</b>	<b>98.0%</b>
<b>Total Income</b>	<b>117,591.49</b>	<b>119,086.75</b>	<b>-1,495.26</b>	<b>98.7%</b>
<b>Gross Profit</b>	<b>117,591.49</b>	<b>119,086.75</b>	<b>-1,495.26</b>	<b>98.7%</b>
<b>Expense</b>				
5100 BASIC (K-12)				
310 - PROFESSIONAL & TECHNICAL	49,487.28	47,083.33	2,403.95	105.1%
310A - DAY CARE PROF/TECH	0.00	1,158.33	-1,158.33	0.0%
330 - TRAVEL	819.00	250.00	569.00	327.6%
390 - OTHER PURCHASED SERVICES	0.00	291.67	-291.67	0.0%
510 - SUPPLIES	700.00	1,500.00	-800.00	46.7%
510A - DAY CARE SUPPLIES	0.00	62.50	-62.50	0.0%
642 - NON-CAP FURN, FIXT & EQUIP	0.00	333.33	-333.33	0.0%
643 - CAP COMPUTER HARDWARE	0.00			
691 - CAPITALIZED SOFTWARE	0.00			
692 - NONCAPITALIZED SOFTWARE	0.00	41.67	-41.67	0.0%
790 - MISCELLANEOUS EXPENSES	1,821.32	41.67	1,779.65	4,370.8%
790A - DAYCARE MISCELLANEOUS	110.42	54.17	56.25	203.8%
<b>Total 5100 BASIC (K-12)</b>	<b>52,938.02</b>	<b>50,816.67</b>	<b>2,121.35</b>	<b>104.2%</b>
5200 - EXCEPTIONAL				
310 - PROFESSIONAL & TECHNICAL	630.00	625.00	5.00	100.8%
<b>Total 5200 - EXCEPTIONAL</b>	<b>630.00</b>	<b>625.00</b>	<b>5.00</b>	<b>100.8%</b>
6150 - PARENTAL INVOLVEMENT				
510 - SUPPLIES	0.00	83.33	-83.33	0.0%
<b>Total 6150 - PARENTAL INVOLVEMENT</b>	<b>0.00</b>	<b>83.33</b>	<b>-83.33</b>	<b>0.0%</b>
6400 - INSTRUCT STAFF TRAINING				
310 - PROFESSIONAL & TECHNICAL	0.00	41.67	-41.67	0.0%
790 - MISCELLANEOUS EXPENSES	0.00	25.00	-25.00	0.0%
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>	<b>0.00</b>	<b>66.67</b>	<b>-66.67</b>	<b>0.0%</b>
7100 - BOARD				
330 - TRAVEL	0.00	83.33	-83.33	0.0%
<b>Total 7100 - BOARD</b>	<b>0.00</b>	<b>83.33</b>	<b>-83.33</b>	<b>0.0%</b>

## NORTH COUNTY CHARTER SCHOOL, INC.

## Profit &amp; Loss Budget vs. Actual

April 2013

12/2/13

crual Basis

## GENERAL FUND

	Apr 13	Budget	\$ Over Budget	% of Budget
<b>7300 - SCHOOL ADMINISTRATION</b>				
310 - PROFESSIONAL & TECHNICAL	14,597.42	13,395.83	1,201.59	109.0%
330 - TRAVEL	0.00	41.67	-41.67	0.0%
370 - COMMUNICATIONS	197.44	47.92	149.52	412.0%
390 - OTHER PURCHASED SERVICES	1,214.71	575.00	639.71	211.3%
510 - SUPPLIES	113.61	541.67	-428.06	21.0%
642 - NON-CAP FURN, FIXT & EQUIP	385.42	70.83	314.59	544.1%
700 - OTHER EXPENSES	3.00	4.17	-1.17	71.9%
730 - DUES & FEES	0.00	125.00	-125.00	0.0%
790 - MISCELLANEOUS EXPENSES	0.00	83.33	-83.33	0.0%
<b>Total 7300 - SCHOOL ADMINISTRATION</b>	<b>16,511.60</b>	<b>14,885.42</b>	<b>1,626.18</b>	<b>110.9%</b>
<b>7400 - FACILITIES ACQ &amp; CONST</b>				
310 - PROFESSIONAL & TECHNICAL	0.00	41.67	-41.67	0.0%
630 - BUILDINGS AND FIXED EQUIP	0.00			
680 - REMODELING & RENOVATIONS	7.63	83.33	-75.70	9.2%
730-DUES AND FEES	0.00	416.67	-416.67	0.0%
790 - MISCELLANEOUS EXPENSE	0.00	8.33	-8.33	0.0%
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>7.63</b>	<b>550.00</b>	<b>-542.37</b>	<b>1.4%</b>
<b>7500 - FISCAL SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	315.00	316.67	-1.67	99.5%
<b>Total 7500 - FISCAL SERVICES</b>	<b>315.00</b>	<b>316.67</b>	<b>-1.67</b>	<b>99.5%</b>
<b>7600 - FOOD SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	0.00			
510 - SUPPLIES	0.00			
570 - FOOD	0.00			
641 - CAP, FURN, FIXT	0.00			
730 - DUES & FEES	0.00			
790 - MISCELLANEOUS EXPENSES	0.00			
<b>Total 7600 - FOOD SERVICES</b>	<b>0.00</b>			
<b>7800 - TRANSPORTATION</b>				
360 - RENTALS	0.00	1,754.58	-1,754.58	0.0%
<b>Total 7800 - TRANSPORTATION</b>	<b>0.00</b>	<b>1,754.58</b>	<b>-1,754.58</b>	<b>0.0%</b>
<b>7900 - OPERATION OF PLANT</b>				
310 - PROFESSIONAL & TECHNICAL	3,553.02	3,250.00	303.02	109.3%
350 - REPAIRS AND MAINTENANCE	3,017.31	1,833.33	1,183.98	164.6%
370 - COMMUNICATIONS	705.85	300.00	405.85	235.3%
380 - UTILITIES	3,960.37	1,908.33	2,052.04	207.5%
390 - OTHER PURCHASED SERVICES	39.67	41.67	-2.00	95.2%
510 - SUPPLIES	462.17	358.33	103.84	129.0%
790 - MISCELLANEOUS	0.00	8.33	-8.33	0.0%
<b>Total 7900 - OPERATION OF PLANT</b>	<b>11,738.39</b>	<b>7,699.99</b>	<b>4,038.40</b>	<b>152.4%</b>
<b>8100 - MAINTENANCE OF PLANT</b>				
350 - REPAIRS AND MAINTENANCE	295.00	333.33	-38.33	88.5%
510 - SUPPLIES	35.06	180.42	-145.36	19.4%
642 - NON-CAP FURN, FIXT & EQUIP	0.00	41.67	-41.67	0.0%
<b>Total 8100 - MAINTENANCE OF PLANT</b>	<b>330.06</b>	<b>555.42</b>	<b>-225.36</b>	<b>59.4%</b>
<b>9200 - DEBT SERVICE</b>				
720 - INTEREST EXPENSE	15,543.48	9,138.25	6,405.23	170.1%
790 - MISCELLANEOUS	20,093.16	8,133.33	11,959.83	247.0%
<b>Total 9200 - DEBT SERVICE</b>	<b>35,636.64</b>	<b>17,271.58</b>	<b>18,365.06</b>	<b>206.3%</b>
<b>Total Expense</b>	<b>118,107.34</b>	<b>94,708.66</b>	<b>23,398.68</b>	<b>124.7%</b>
<b>Net Ordinary Income</b>	<b>-515.85</b>	<b>24,378.09</b>	<b>-24,893.94</b>	<b>-2.1%</b>
<b>Net Income</b>	<b>-515.85</b>	<b>24,378.09</b>	<b>-24,893.94</b>	<b>-2.1%</b>

**NORTH COUNTY CHARTER SCHOOL, INC.**  
**Profit & Loss Budget vs. Actual**  
 April 2013

	SPECIAL REVENUE FUND			
	Apr 13	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
3300 - REVENUE THRU STATE				
3397 - CAPITAL OUTLAY	0.00			
<b>Total 3300 - REVENUE THRU STATE</b>	<b>0.00</b>			
3400 - REV FROM LOCAL SOURCES				
3440 - GIFTS, GRANTS & BEQUESTS				
3440.2 - FIELD TRIP FUNDS	0.00			
3440.3 - GIFTS, DONATIONS	0.00			
3440.5 - UNIFORMS	0.00			
3440.6 - BEFORE/AFTER PROGRAM	0.00			
3440 - GIFTS, GRANTS & BEQUESTS - Other	0.00			
<b>Total 3440 - GIFTS, GRANTS &amp; BEQUESTS</b>	<b>0.00</b>			
3451 - STUDENT LUNCHES	8,318.78	7,583.33	735.45	109.7%
3495 - RENT INCOME	0.00			
<b>Total 3400 - REV FROM LOCAL SOURCES</b>	<b>8,318.78</b>	<b>7,583.33</b>	<b>735.45</b>	<b>109.7%</b>
<b>IRCS D PASS-THROUGH</b>				
3000 - IRCS D - FUNDING	0.00			
<b>Total IRCS D PASS-THROUGH</b>	<b>0.00</b>			
<b>Total Income</b>	<b>8,318.78</b>	<b>7,583.33</b>	<b>735.45</b>	<b>109.7%</b>
<b>Gross Profit</b>	<b>8,318.78</b>	<b>7,583.33</b>	<b>735.45</b>	<b>109.7%</b>
<b>Expense</b>				
5100 BASIC (K-12)				
310 - PROFESSIONAL & TECHNICAL	0.00			
310A - DAY CARE PROF/TECH	0.00			
330 - TRAVEL	0.00			
390 - OTHER PURCHASED SERVICES	0.00			
510 - SUPPLIES	0.00			
510A - DAY CARE SUPPLIES	0.00			
642 - NON-CAP FURN, FIXT & EQUIP	0.00			
643 - CAP COMPUTER HARDWARE	0.00			
691 - CAPITALIZED SOFTWARE	0.00			
692 - NONCAPITALIZED SOFTWARE	0.00			
790 - MISCELLANEOUS EXPENSES	0.00			
790A - DAYCARE MISCELLANEOUS	0.00			
<b>Total 5100 BASIC (K-12)</b>	<b>0.00</b>			
5200 - EXCEPTIONAL				
310 - PROFESSIONAL & TECHNICAL	0.00			
<b>Total 5200 - EXCEPTIONAL</b>	<b>0.00</b>			
6150 - PARENTAL INVOLVEMENT				
510 - SUPPLIES	0.00			
<b>Total 6150 - PARENTAL INVOLVEMENT</b>	<b>0.00</b>			
6400 - INSTRUCT STAFF TRAINING				
310 - PROFESSIONAL & TECHNICAL	0.00			
790 - MISCELLANEOUS EXPENSES	0.00			
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>	<b>0.00</b>			
7100 - BOARD				
330 - TRAVEL	0.00			
<b>Total 7100 - BOARD</b>	<b>0.00</b>			

**NORTH COUNTY CHARTER SCHOOL, INC.**  
**Profit & Loss Budget vs. Actual**  
**April 2013**

	SPECIAL REVENUE FUND			
	Apr 13	Budget	\$ Over Budget	% of Budget
<b>7300 - SCHOOL ADMINISTRATION</b>				
310 - PROFESSIONAL & TECHNICAL	0.00			
330 - TRAVEL	0.00			
370 - COMMUNICATIONS	0.00			
390 - OTHER PURCHASED SERVICES	0.00			
510 - SUPPLIES	0.00			
642 - NON-CAP FURN, FIXT & EQUIP	0.00			
700 - OTHER EXPENSES	0.00			
730 - DUES & FEES	0.00			
790 - MISCELLANEOUS EXPENSES	0.00			
<b>Total 7300 - SCHOOL ADMINISTRATION</b>	<b>0.00</b>			
<b>7400 - FACILITIES ACQ &amp; CONST</b>				
310 - PROFESSIONAL & TECHNICAL	0.00			
630 - BUILDINGS AND FIXED EQUIP	0.00			
680 - REMODELING & RENOVATIONS	0.00			
730-DUES AND FEES	0.00			
790 - MISCELLANEOUS EXPENSE	0.00			
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>0.00</b>			
<b>7500 - FISCAL SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	0.00			
<b>Total 7500 - FISCAL SERVICES</b>	<b>0.00</b>			
<b>7600 - FOOD SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	5,230.23	4,375.00	855.23	119.5%
510 - SUPPLIES	204.44	275.00	-70.56	74.3%
570 - FOOD	5,357.21	3,666.67	1,690.54	146.1%
641 - CAP, FURN, FIXT	0.00			
730 - DUES & FEES	0.00	16.67	-16.67	0.0%
790 - MISCELLANEOUS EXPENSES	386.50	41.67	344.83	927.5%
<b>Total 7600 - FOOD SERVICES</b>	<b>11,178.38</b>	<b>8,375.01</b>	<b>2,803.37</b>	<b>133.5%</b>
<b>7800 - TRANSPORTATION</b>				
360 - RENTALS	0.00			
<b>Total 7800 - TRANSPORTATION</b>	<b>0.00</b>			
<b>7900 - OPERATION OF PLANT</b>				
310 - PROFESSIONAL & TECHNICAL	0.00			
350 - REPAIRS AND MAINTENANCE	0.00			
370 - COMMUNICATIONS	0.00			
380 - UTILITIES	0.00			
390 - OTHER PURCHASED SERVICES	0.00			
510 - SUPPLIES	0.00			
790 - MISCELLANEOUS	0.00			
<b>Total 7900 - OPERATION OF PLANT</b>	<b>0.00</b>			
<b>8100 - MAINTENANCE OF PLANT</b>				
350 - REPAIRS AND MAINTENANCE	0.00			
510 - SUPPLIES	0.00			
642 - NON-CAP FURN, FIXT & EQUIP	0.00			
<b>Total 8100 - MAINTENANCE OF PLANT</b>	<b>0.00</b>			
<b>9200 - DEBT SERVICE</b>				
720 - INTEREST EXPENSE	0.00			
790 - MISCELLANEOUS	0.00			
<b>Total 9200 - DEBT SERVICE</b>	<b>0.00</b>			
<b>Total Expense</b>	<b>11,178.38</b>	<b>8,375.01</b>	<b>2,803.37</b>	<b>133.5%</b>
<b>Net Ordinary Income</b>	<b>-2,859.60</b>	<b>-791.68</b>	<b>-2,067.92</b>	<b>361.2%</b>
<b>Net Income</b>	<b>-2,859.60</b>	<b>-791.68</b>	<b>-2,067.92</b>	<b>361.2%</b>



## NORTH COUNTY CHARTER SCHOOL, INC.

## Profit &amp; Loss Budget vs. Actual

April 2013

/22/13

crual Basis

	TOTAL			
	Apr 13	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
3300 - REVENUE THRU STATE				
3397 - CAPITAL OUTLAY	5,890.00	5,945.83	-55.83	99.1%
<b>Total 3300 - REVENUE THRU STATE</b>	<b>5,890.00</b>	<b>5,945.83</b>	<b>-55.83</b>	<b>99.1%</b>
3400 - REV FROM LOCAL SOURCES				
3440 - GIFTS, GRANTS & BEQUESTS				
3440.2 - FIELD TRIP FUNDS	609.00	208.33	400.67	292.3%
3440.3 - GIFTS, DONATIONS	0.00	8.33	-8.33	0.0%
3440.5 - UNIFORMS	320.00	0.00	320.00	100.0%
3440.6 - BEFORE/AFTER PROGRAM	2,335.00	2,416.67	-81.67	96.6%
3440 - GIFTS, GRANTS & BEQUESTS - Other	263.90	0.00	263.90	100.0%
<b>Total 3440 - GIFTS, GRANTS &amp; BEQUESTS</b>	<b>3,527.90</b>	<b>2,633.33</b>	<b>894.57</b>	<b>134.0%</b>
3451 - STUDENT LUNCHES	8,318.78	7,583.33	735.45	109.7%
3495 - RENT INCOME	975.00	1,041.67	-66.67	93.6%
<b>Total 3400 - REV FROM LOCAL SOURCES</b>	<b>12,821.68</b>	<b>11,258.33</b>	<b>1,563.35</b>	<b>113.9%</b>
IRCS D PASS-THROUGH				
3000 - IRCS D - FUNDING	113,088.59	115,411.75	-2,323.16	98.0%
<b>Total IRCS D PASS-THROUGH</b>	<b>113,088.59</b>	<b>115,411.75</b>	<b>-2,323.16</b>	<b>98.0%</b>
<b>Total Income</b>	<b>131,800.27</b>	<b>132,615.91</b>	<b>-815.64</b>	<b>99.4%</b>
<b>Gross Profit</b>	<b>131,800.27</b>	<b>132,615.91</b>	<b>-815.64</b>	<b>99.4%</b>
<b>Expense</b>				
5100 BASIC (K-12)				
310 - PROFESSIONAL & TECHNICAL	49,487.28	47,083.33	2,403.95	105.1%
310A - DAY CARE PROF/TECH	0.00	1,158.33	-1,158.33	0.0%
330 - TRAVEL	819.00	250.00	569.00	327.6%
390 - OTHER PURCHASED SERVICES	0.00	291.67	-291.67	0.0%
510 - SUPPLIES	700.00	1,500.00	-800.00	46.7%
510A - DAY CARE SUPPLIES	0.00	62.50	-62.50	0.0%
642 - NON-CAP FURN, FIXT & EQUIP	0.00	333.33	-333.33	0.0%
643 - CAP COMPUTER HARDWARE	0.00	310.42	-310.42	0.0%
691 - CAPITALIZED SOFTWARE	0.00	66.67	-66.67	0.0%
692 - NONCAPITALIZED SOFTWARE	0.00	41.67	-41.67	0.0%
790 - MISCELLANEOUS EXPENSES	1,821.32	41.67	1,779.65	4,370.8%
790A - DAYCARE MISCELLANEOUS	110.42	54.17	56.25	203.8%
<b>Total 5100 BASIC (K-12)</b>	<b>52,938.02</b>	<b>51,193.76</b>	<b>1,744.26</b>	<b>103.4%</b>
5200 - EXCEPTIONAL				
310 - PROFESSIONAL & TECHNICAL	630.00	625.00	5.00	100.8%
<b>Total 5200 - EXCEPTIONAL</b>	<b>630.00</b>	<b>625.00</b>	<b>5.00</b>	<b>100.8%</b>
6150 - PARENTAL INVOLVEMENT				
510 - SUPPLIES	0.00	83.33	-83.33	0.0%
<b>Total 6150 - PARENTAL INVOLVEMENT</b>	<b>0.00</b>	<b>83.33</b>	<b>-83.33</b>	<b>0.0%</b>
6400 - INSTRUCT STAFF TRAINING				
310 - PROFESSIONAL & TECHNICAL	0.00	41.67	-41.67	0.0%
790 - MISCELLANEOUS EXPENSES	0.00	25.00	-25.00	0.0%
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>	<b>0.00</b>	<b>66.67</b>	<b>-66.67</b>	<b>0.0%</b>
7100 - BOARD				
330 - TRAVEL	0.00	83.33	-83.33	0.0%
<b>Total 7100 - BOARD</b>	<b>0.00</b>	<b>83.33</b>	<b>-83.33</b>	<b>0.0%</b>

## NORTH COUNTY CHARTER SCHOOL, INC.

## Profit &amp; Loss Budget vs. Actual

April 2013

	TOTAL			
	Apr 13	Budget	\$ Over Budget	% of Budget
<b>7300 - SCHOOL ADMINISTRATION</b>				
310 - PROFESSIONAL & TECHNICAL	14,597.42	13,395.83	1,201.59	109.0%
330 - TRAVEL	0.00	41.67	-41.67	0.0%
370 - COMMUNICATIONS	197.44	47.92	149.52	412.0%
390 - OTHER PURCHASED SERVICES	1,214.71	575.00	639.71	211.3%
510 - SUPPLIES	113.61	541.67	-428.06	21.0%
642 - NON-CAP FURN, FIXT & EQUIP	385.42	70.83	314.59	544.1%
700 - OTHER EXPENSES	3.00	4.17	-1.17	71.9%
730 - DUES & FEES	0.00	125.00	-125.00	0.0%
790 - MISCELLANEOUS EXPENSES	0.00	83.33	-83.33	0.0%
<b>Total 7300 - SCHOOL ADMINISTRATION</b>	<b>16,511.60</b>	<b>14,885.42</b>	<b>1,626.18</b>	<b>110.9%</b>
<b>7400 - FACILITIES ACQ &amp; CONST</b>				
310 - PROFESSIONAL & TECHNICAL	4,116.67	2,958.34	1,158.33	139.2%
630 - BUILDINGS AND FIXED EQUIP	0.00	183.33	-183.33	0.0%
680 - REMODELING & RENOVATIONS	7.63	83.33	-75.70	9.2%
730-DUES AND FEES	0.00	416.67	-416.67	0.0%
790 - MISCELLANEOUS EXPENSE	0.00	8.33	-8.33	0.0%
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>4,124.30</b>	<b>3,650.00</b>	<b>474.30</b>	<b>113.0%</b>
<b>7500 - FISCAL SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	315.00	316.67	-1.67	99.5%
<b>Total 7500 - FISCAL SERVICES</b>	<b>315.00</b>	<b>316.67</b>	<b>-1.67</b>	<b>99.5%</b>
<b>7600 - FOOD SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	5,230.23	4,375.00	855.23	119.5%
510 - SUPPLIES	204.44	275.00	-70.56	74.3%
570 - FOOD	5,357.21	3,666.67	1,690.54	146.1%
641 - CAP, FURN, FIXT	0.00	523.67	-523.67	0.0%
730 - DUES & FEES	0.00	16.67	-16.67	0.0%
790 - MISCELLANEOUS EXPENSES	386.50	41.67	344.83	927.5%
<b>Total 7600 - FOOD SERVICES</b>	<b>11,178.38</b>	<b>8,898.68</b>	<b>2,279.70</b>	<b>125.6%</b>
<b>7800 - TRANSPORTATION</b>				
360 - RENTALS	0.00	1,754.58	-1,754.58	0.0%
<b>Total 7800 - TRANSPORTATION</b>	<b>0.00</b>	<b>1,754.58</b>	<b>-1,754.58</b>	<b>0.0%</b>
<b>7900 - OPERATION OF PLANT</b>				
310 - PROFESSIONAL & TECHNICAL	3,553.02	3,250.00	303.02	109.3%
350 - REPAIRS AND MAINTENANCE	3,017.31	1,833.33	1,183.98	164.6%
370 - COMMUNICATIONS	705.85	300.00	405.85	235.3%
380 - UTILITIES	3,960.37	1,908.33	2,052.04	207.5%
390 - OTHER PURCHASED SERVICES	39.67	41.67	-2.00	95.2%
510 - SUPPLIES	462.17	358.33	103.84	129.0%
790 - MISCELLANEOUS	0.00	8.33	-8.33	0.0%
<b>Total 7900 - OPERATION OF PLANT</b>	<b>11,738.39</b>	<b>7,699.99</b>	<b>4,038.40</b>	<b>152.4%</b>
<b>8100 - MAINTENANCE OF PLANT</b>				
350 - REPAIRS AND MAINTENANCE	295.00	333.33	-38.33	88.5%
510 - SUPPLIES	35.06	180.42	-145.36	19.4%
642 - NON-CAP FURN, FIXT & EQUIP	0.00	41.67	-41.67	0.0%
<b>Total 8100 - MAINTENANCE OF PLANT</b>	<b>330.06</b>	<b>555.42</b>	<b>-225.36</b>	<b>59.4%</b>
<b>9200 - DEBT SERVICE</b>				
720 - INTEREST EXPENSE	15,543.48	11,083.33	4,460.15	140.2%
790 - MISCELLANEOUS	20,093.16	8,133.33	11,959.83	247.0%
<b>Total 9200 - DEBT SERVICE</b>	<b>35,636.64</b>	<b>19,216.66</b>	<b>16,419.98</b>	<b>185.4%</b>
<b>Total Expense</b>	<b>133,402.39</b>	<b>109,029.51</b>	<b>24,372.88</b>	<b>122.4%</b>
<b>Net Ordinary Income</b>	<b>-1,602.12</b>	<b>23,586.40</b>	<b>-25,188.52</b>	<b>-6.8%</b>
<b>Net Income</b>	<b>-1,602.12</b>	<b>23,586.40</b>	<b>-25,188.52</b>	<b>-6.8%</b>

## NORTH COUNTY CHARTER SCHOOL, INC.

## Profit &amp; Loss Budget vs. Actual

July 2012 through April 2013

	CAPITAL PROJECTS FUND			
	Jul '12 - Apr 13	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
3300 - REVENUE THRU STATE				
3361 - SCHOOL RECOGNITION FUNDS	0.00			
3397 - CAPITAL OUTLAY	53,255.00	59,458.34	-6,203.34	89.6%
<b>Total 3300 - REVENUE THRU STATE</b>	<b>53,255.00</b>	<b>59,458.34</b>	<b>-6,203.34</b>	<b>89.6%</b>
3400 - REV FROM LOCAL SOURCES				
3440 - GIFTS, GRANTS & BEQUESTS				
3440.2 - FIELD TRIP FUNDS	0.00			
3440.3 - GIFTS, DONATIONS	0.00			
3440.4 - REFUNDS	0.00			
3440.5 - UNIFORMS	0.00			
3440.6 - BEFORE/AFTER PROGRAM	0.00			
3440 - GIFTS, GRANTS & BEQUESTS - Other	0.00			
<b>Total 3440 - GIFTS, GRANTS &amp; BEQUESTS</b>	<b>0.00</b>			
3451 - STUDENT LUNCHES	0.00			
3495 - RENT INCOME	0.00			
<b>Total 3400 - REV FROM LOCAL SOURCES</b>	<b>0.00</b>			
IRCS D PASS-THROUGH				
3000 - IRCS D - FUNDING	0.00			
<b>Total IRCS D PASS-THROUGH</b>	<b>0.00</b>			
<b>Total Income</b>	<b>53,255.00</b>	<b>59,458.34</b>	<b>-6,203.34</b>	<b>89.6%</b>
<b>Gross Profit</b>	<b>53,255.00</b>	<b>59,458.34</b>	<b>-6,203.34</b>	<b>89.6%</b>
<b>Expense</b>				
5100 BASIC (K-12)				
310 - PROFESSIONAL & TECHNICAL	0.00			
310A - DAY CARE PROF/TECH	0.00			
320 - INSURANCE & BOND PREMIUM	0.00			
330 - TRAVEL	0.00			
390 - OTHER PURCHASED SERVICES	0.00			
510 - SUPPLIES	0.00			
510A - DAY CARE SUPPLIES	0.00			
510B - UNIFORMS	0.00			
642 - NON-CAP FURN, FIXT & EQUIP	0.00			
643 - CAP COMPUTER HARDWARE	3,716.25	3,104.16	612.09	119.7%
691 - CAPITALIZED SOFTWARE	799.60	666.66	132.94	119.9%
692 - NONCAPITALIZED SOFTWARE	0.00			
790 - MISCELLANEOUS EXPENSES	0.00			
790A - DAYCARE MISCELLANEOUS	0.00			
<b>Total 5100 BASIC (K-12)</b>	<b>4,515.85</b>	<b>3,770.82</b>	<b>745.03</b>	<b>119.8%</b>
5200 - EXCEPTIONAL				
310 - PROFESSIONAL & TECHNICAL	0.00			
<b>Total 5200 - EXCEPTIONAL</b>	<b>0.00</b>			
6150 - PARENTAL INVOLVEMENT				
510 - SUPPLIES	0.00			
<b>Total 6150 - PARENTAL INVOLVEMENT</b>	<b>0.00</b>			
6400 - INSTRUCT STAFF TRAINING				
310 - PROFESSIONAL & TECHNICAL	0.00			
790 - MISCELLANEOUS EXPENSES	0.00			
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>	<b>0.00</b>			

**NORTH COUNTY CHARTER SCHOOL, INC.**  
**Profit & Loss Budget vs. Actual**  
 July 2012 through April 2013

	CAPITAL PROJECTS FUND			
	Jul '12 - Apr 13	Budget	\$ Over Budget	% of Budget
<b>7100 - BOARD</b>				
320 - INSURANCE & BOND PREMIUMS	0.00			
330 - TRAVEL	0.00			
<b>Total 7100 - BOARD</b>	<b>0.00</b>			
<b>7300 - SCHOOL ADMINISTRATION</b>				
310 - PROFESSIONAL & TECHNICAL	0.00			
320 - INSURANCE & BOND PREMIUMS	0.00			
330 - TRAVEL	0.00			
370 - COMMUNICATIONS	0.00			
390 - OTHER PURCHASED SERVICES	0.00			
510 - SUPPLIES	0.00			
642 - NON-CAP FURN, FIXT & EQUIP	0.00			
700 - OTHER EXPENSES	0.00			
730 - DUES & FEES	0.00			
790 - MISCELLANEOUS EXPENSES	0.00			
<b>Total 7300 - SCHOOL ADMINISTRATION</b>	<b>0.00</b>			
<b>7400 - FACILITIES ACQ &amp; CONST</b>				
310 - PROFESSIONAL & TECHNICAL	20,950.87	29,166.66	-8,215.79	71.8%
630 - BUILDINGS AND FIXED EQUIP	2,725.00	1,833.34	891.66	148.6%
670 - IMPROVE OTHER THAN BLDG	0.00			
680 - REMODELING & RENOVATIONS	0.00			
730-DUES AND FEES	4,065.00			
790 - MISCELLANEOUS EXPENSE	0.00			
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>27,740.87</b>	<b>31,000.00</b>	<b>-3,259.13</b>	<b>89.5%</b>
<b>7500 - FISCAL SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	0.00			
<b>Total 7500 - FISCAL SERVICES</b>	<b>0.00</b>			
<b>7600 - FOOD SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	0.00			
510 - SUPPLIES	0.00			
570 - FOOD	0.00			
641 - CAP, FURN, FIXT	6,283.75	5,236.66	1,047.09	120.0%
642 - NON-CAP FURN, FIXT & EQUI	0.00			
730 - DUES & FEES	0.00			
790 - MISCELLANEOUS EXPENSES	0.00			
<b>Total 7600 - FOOD SERVICES</b>	<b>6,283.75</b>	<b>5,236.66</b>	<b>1,047.09</b>	<b>120.0%</b>
<b>7800 - TRANSPORTATION</b>				
360 - RENTALS	0.00			
<b>Total 7800 - TRANSPORTATION</b>	<b>0.00</b>			
<b>7900 - OPERATION OF PLANT</b>				
310 - PROFESSIONAL & TECHNICAL	0.00			
320 - INSURANCE & BOND PREMIUMS	0.00			
350 - REPAIRS AND MAINTENANCE	0.00			
370 - COMMUNICATIONS	0.00			
380 - UTILITIES	0.00			
390 - OTHER PURCHASED SERVICES	0.00			
510 - SUPPLIES	0.00			
790 - MISCELLANEOUS	0.00			
<b>Total 7900 - OPERATION OF PLANT</b>	<b>0.00</b>			
<b>8100 - MAINTENANCE OF PLANT</b>				
350 - REPAIRS AND MAINTENANCE	0.00			
510 - SUPPLIES	0.00			
642 - NON-CAP FURN, FIXT & EQUIP	0.00			
<b>Total 8100 - MAINTENANCE OF PLANT</b>	<b>0.00</b>			

**NORTH COUNTY CHARTER SCHOOL, INC.**  
**Profit & Loss Budget vs. Actual**  
 July 2012 through April 2013

	CAPITAL PROJECTS FUND			
	Jul '12 - Apr 13	Budget	\$ Over Budget	% of Budget
9200 - DEBT SERVICE				
720 - INTEREST EXPENSE	0.00	19,450.84	-19,450.84	0.0%
790 - MISCELLANEOUS	0.00			
<b>Total 9200 - DEBT SERVICE</b>	<b>0.00</b>	<b>19,450.84</b>	<b>-19,450.84</b>	<b>0.0%</b>
<b>Total Expense</b>	<b>38,540.47</b>	<b>59,458.32</b>	<b>-20,917.85</b>	<b>64.8%</b>
<b>Net Ordinary Income</b>	<b>14,714.53</b>	<b>0.02</b>	<b>14,714.51</b>	<b>73,572,650.0%</b>
<b>Other Income/Expense</b>				
Other Income				
OTHER FINANCING SOURCES (USES)				
3720 - LOAN PROCEEDS	0.00			
<b>Total OTHER FINANCING SOURCES (USES)</b>	<b>0.00</b>			
<b>Total Other Income</b>	<b>0.00</b>			
<b>Net Other Income</b>	<b>0.00</b>			
<b>Net Income</b>	<b>14,714.53</b>	<b>0.02</b>	<b>14,714.51</b>	<b>73,572,650.0%</b>



**NORTH COUNTY CHARTER SCHOOL, INC.**  
**Profit & Loss Budget vs. Actual**  
 July 2012 through April 2013

	GENERAL FUND			
	Jul '12 - Apr 13	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
3300 - REVENUE THRU STATE				
3361 - SCHOOL RECOGNITION FUNDS	18,751.00	18,751.00	0.00	100.0%
3397 - CAPITAL OUTLAY	0.00			
<b>Total 3300 - REVENUE THRU STATE</b>	<b>18,751.00</b>	<b>18,751.00</b>	<b>0.00</b>	<b>100.0%</b>
3400 - REV FROM LOCAL SOURCES				
3440 - GIFTS, GRANTS & BEQUESTS				
3440.2 - FIELD TRIP FUNDS	1,518.00	2,083.34	-565.34	72.9%
3440.3 - GIFTS, DONATIONS	77.25	83.34	-6.09	92.7%
3440.4 - REFUNDS	170.00			
3440.5 - UNIFORMS	7,018.00			
3440.6 - BEFORE/AFTER PROGRAM	23,784.00	24,166.66	-382.66	98.4%
3440 - GIFTS, GRANTS & BEQUESTS - Other	1,884.57			
<b>Total 3440 - GIFTS, GRANTS &amp; BEQUESTS</b>	<b>34,451.82</b>	<b>26,333.34</b>	<b>8,118.48</b>	<b>130.8%</b>
3451 - STUDENT LUNCHES	0.00			
3495 - RENT INCOME	10,900.00	10,416.66	483.34	104.6%
<b>Total 3400 - REV FROM LOCAL SOURCES</b>	<b>45,351.82</b>	<b>36,750.00</b>	<b>8,601.82</b>	<b>123.4%</b>
IRCS D PASS-THROUGH				
3000 - IRCS D - FUNDING	1,158,765.78	1,154,117.50	4,648.28	100.4%
<b>Total IRCS D PASS-THROUGH</b>	<b>1,158,765.78</b>	<b>1,154,117.50</b>	<b>4,648.28</b>	<b>100.4%</b>
<b>Total Income</b>	<b>1,222,868.60</b>	<b>1,209,618.50</b>	<b>13,250.10</b>	<b>101.1%</b>
<b>Gross Profit</b>	<b>1,222,868.60</b>	<b>1,209,618.50</b>	<b>13,250.10</b>	<b>101.1%</b>
<b>Expense</b>				
5100 BASIC (K-12)				
310 - PROFESSIONAL & TECHNICAL	429,915.27	470,833.34	-40,918.07	91.3%
310A - DAY CARE PROF/TECH	11,045.98	11,583.34	-537.36	95.4%
320 - INSURANCE & BOND PREMIUM	887.00	750.00	137.00	118.3%
330 - TRAVEL	1,149.00	2,500.00	-1,351.00	46.0%
390 - OTHER PURCHASED SERVICES	930.18	2,916.66	-1,986.48	31.9%
510 - SUPPLIES	17,029.39	15,000.00	2,029.39	113.5%
510A - DAY CARE SUPPLIES	233.68	625.00	-391.32	37.4%
510B - UNIFORMS	4,525.35			
642 - NON-CAP FURN, FIXT & EQUIP	3,732.08	3,333.34	398.74	112.0%
643 - CAP COMPUTER HARDWARE	0.00			
691 - CAPITALIZED SOFTWARE	0.00			
692 - NONCAPITALIZED SOFTWARE	0.00	416.66	-416.66	0.0%
790 - MISCELLANEOUS EXPENSES	14,207.04	416.66	13,790.38	3,409.7%
790A - DAYCARE MISCELLANEOUS	1,496.48	541.66	954.82	276.3%
<b>Total 5100 BASIC (K-12)</b>	<b>485,151.45</b>	<b>508,916.66</b>	<b>-23,765.21</b>	<b>95.3%</b>
5200 - EXCEPTIONAL				
310 - PROFESSIONAL & TECHNICAL	5,370.00	6,250.00	-880.00	85.9%
<b>Total 5200 - EXCEPTIONAL</b>	<b>5,370.00</b>	<b>6,250.00</b>	<b>-880.00</b>	<b>85.9%</b>
6150 - PARENTAL INVOLVEMENT				
510 - SUPPLIES	11.09	833.34	-822.25	1.3%
<b>Total 6150 - PARENTAL INVOLVEMENT</b>	<b>11.09</b>	<b>833.34</b>	<b>-822.25</b>	<b>1.3%</b>
6400 - INSTRUCT STAFF TRAINING				
310 - PROFESSIONAL & TECHNICAL	611.00	416.66	194.34	146.6%
790 - MISCELLANEOUS EXPENSES	0.00	250.00	-250.00	0.0%
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>	<b>611.00</b>	<b>666.66</b>	<b>-55.66</b>	<b>91.7%</b>

**NORTH COUNTY CHARTER SCHOOL, INC.**  
**Profit & Loss Budget vs. Actual**  
**July 2012 through April 2013**

	GENERAL FUND			
	Jul '12 - Apr 13	Budget	\$ Over Budget	% of Budget
<b>7100 - BOARD</b>				
320 - INSURANCE & BOND PREMIUMS	1,656.26	1,800.00	-143.74	92.0%
330 - TRAVEL	0.00	833.34	-833.34	0.0%
<b>Total 7100 - BOARD</b>	<b>1,656.26</b>	<b>2,633.34</b>	<b>-977.08</b>	<b>62.9%</b>
<b>7300 - SCHOOL ADMINISTRATION</b>				
310 - PROFESSIONAL & TECHNICAL	141,180.46	133,958.34	7,222.12	105.4%
320 - INSURANCE & BOND PREMIUMS	4,977.92	4,900.00	77.92	101.6%
330 - TRAVEL	751.74	416.66	335.08	180.4%
370 - COMMUNICATIONS	1,236.73	479.16	757.57	258.1%
390 - OTHER PURCHASED SERVICES	8,418.87	5,750.00	2,668.87	146.4%
510 - SUPPLIES	2,526.95	5,416.66	-2,889.71	46.7%
642 - NON-CAP FURN, FIXT & EQUIP	843.40	708.34	135.06	119.1%
700 - OTHER EXPENSES	3.00	41.66	-38.66	7.2%
730 - DUES & FEES	1,519.43	1,250.00	269.43	121.6%
790 - MISCELLANEOUS EXPENSES	4,436.56	833.34	3,603.22	532.4%
<b>Total 7300 - SCHOOL ADMINISTRATION</b>	<b>165,895.06</b>	<b>153,754.16</b>	<b>12,140.90</b>	<b>107.9%</b>
<b>7400 - FACILITIES ACQ &amp; CONST</b>				
310 - PROFESSIONAL & TECHNICAL	2,400.00	416.66	1,983.34	576.0%
630 - BUILDINGS AND FIXED EQUIP	0.00			
670 - IMPROVE OTHER THAN BLDG	924.44			
680 - REMODELING & RENOVATIONS	223.40	833.34	-609.94	26.8%
730-DUES AND FEES	35,956.00	4,166.66	31,789.34	862.9%
790 - MISCELLANEOUS EXPENSE	0.00	83.34	-83.34	0.0%
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>39,503.84</b>	<b>5,500.00</b>	<b>34,003.84</b>	<b>718.3%</b>
<b>7500 - FISCAL SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	12,280.00	11,366.66	913.34	108.0%
<b>Total 7500 - FISCAL SERVICES</b>	<b>12,280.00</b>	<b>11,366.66</b>	<b>913.34</b>	<b>108.0%</b>
<b>7600 - FOOD SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	0.00			
510 - SUPPLIES	0.00			
570 - FOOD	0.00			
641 - CAP, FURN, FIXT	0.00			
642 - NON-CAP FURN, FIXT & EQUI	0.00			
730 - DUES & FEES	0.00			
790 - MISCELLANEOUS EXPENSES	0.00			
<b>Total 7600 - FOOD SERVICES</b>	<b>0.00</b>			
<b>7800 - TRANSPORTATION</b>				
360 - RENTALS	9,154.54	17,545.84	-8,391.30	52.2%
<b>Total 7800 - TRANSPORTATION</b>	<b>9,154.54</b>	<b>17,545.84</b>	<b>-8,391.30</b>	<b>52.2%</b>
<b>7900 - OPERATION OF PLANT</b>				
310 - PROFESSIONAL & TECHNICAL	33,156.20	32,500.00	656.20	102.0%
320 - INSURANCE & BOND PREMIUMS	20,274.43	20,275.00	-0.57	100.0%
350 - REPAIRS AND MAINTENANCE	23,044.49	18,333.34	4,711.15	125.7%
370 - COMMUNICATIONS	3,758.02	3,000.00	758.02	125.3%
380 - UTILITIES	20,449.54	19,083.34	1,366.20	107.2%
390 - OTHER PURCHASED SERVICES	1,410.41	416.66	993.75	338.5%
510 - SUPPLIES	3,583.60	3,583.34	0.26	100.0%
790 - MISCELLANEOUS	1,004.43	83.34	921.09	1,205.2%
<b>Total 7900 - OPERATION OF PLANT</b>	<b>106,681.12</b>	<b>97,275.02</b>	<b>9,406.10</b>	<b>109.7%</b>
<b>8100 - MAINTENANCE OF PLANT</b>				
350 - REPAIRS AND MAINTENANCE	3,756.94	3,333.34	423.60	112.7%
510 - SUPPLIES	2,149.80	1,804.16	345.64	119.2%
642 - NON-CAP FURN, FIXT & EQUIP	262.05	416.66	-154.61	62.9%
<b>Total 8100 - MAINTENANCE OF PLANT</b>	<b>6,168.79</b>	<b>5,554.16</b>	<b>614.63</b>	<b>111.1%</b>

**NORTH COUNTY CHARTER SCHOOL, INC.**

**Profit & Loss Budget vs. Actual**

July 2012 through April 2013

	GENERAL FUND			
	Jul '12 - Apr 13	Budget	\$ Over Budget	% of Budget
9200 - DEBT SERVICE				
720 - INTEREST EXPENSE	117,407.71	91,382.50	26,025.21	128.5%
790 - MISCELLANEOUS	77,671.62	81,333.34	-3,661.72	95.5%
<b>Total 9200 - DEBT SERVICE</b>	<u>195,079.33</u>	<u>172,715.84</u>	<u>22,363.49</u>	<u>112.9%</u>
<b>Total Expense</b>	<u>1,027,562.48</u>	<u>983,011.68</u>	<u>44,550.80</u>	<u>104.5%</u>
<b>Net Ordinary Income</b>	195,306.12	226,606.82	-31,300.70	86.2%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
OTHER FINANCING SOURCES (USES)				
3720 - LOAN PROCEEDS	23,400.40			
<b>Total OTHER FINANCING SOURCES (USES)</b>	<u>23,400.40</u>			
<b>Total Other Income</b>	<u>23,400.40</u>			
<b>Net Other Income</b>	<u>23,400.40</u>			
<b>Net Income</b>	<u>218,706.52</u>	<u>226,606.82</u>	<u>-7,900.30</u>	<u>96.5%</u>

## NORTH COUNTY CHARTER SCHOOL, INC.

## Profit &amp; Loss Budget vs. Actual

July 2012 through April 2013

	SPECIAL REVENUE FUND			
	Jul '12 - Apr 13	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
3300 - REVENUE THRU STATE				
3361 - SCHOOL RECOGNITION FUNDS	0.00			
3397 - CAPITAL OUTLAY	0.00			
<b>Total 3300 - REVENUE THRU STATE</b>	<b>0.00</b>			
3400 - REV FROM LOCAL SOURCES				
3440 - GIFTS, GRANTS & BEQUESTS				
3440.2 - FIELD TRIP FUNDS	0.00			
3440.3 - GIFTS, DONATIONS	0.00			
3440.4 - REFUNDS	0.00			
3440.5 - UNIFORMS	0.00			
3440.6 - BEFORE/AFTER PROGRAM	0.00			
3440 - GIFTS, GRANTS & BEQUESTS - Other	0.00			
<b>Total 3440 - GIFTS, GRANTS &amp; BEQUESTS</b>	<b>0.00</b>			
3451 - STUDENT LUNCHES	73,344.66	75,833.34	-2,488.68	96.7%
3495 - RENT INCOME	0.00			
<b>Total 3400 - REV FROM LOCAL SOURCES</b>	<b>73,344.66</b>	<b>75,833.34</b>	<b>-2,488.68</b>	<b>96.7%</b>
IRCS D PASS-THROUGH				
3000 - IRCS D - FUNDING	0.00			
<b>Total IRCS D PASS-THROUGH</b>	<b>0.00</b>			
<b>Total Income</b>	<b>73,344.66</b>	<b>75,833.34</b>	<b>-2,488.68</b>	<b>96.7%</b>
<b>Gross Profit</b>	<b>73,344.66</b>	<b>75,833.34</b>	<b>-2,488.68</b>	<b>96.7%</b>
<b>Expense</b>				
5100 BASIC (K-12)				
310 - PROFESSIONAL & TECHNICAL	0.00			
310A - DAY CARE PROF/TECH	0.00			
320 - INSURANCE & BOND PREMIUM	0.00			
330 - TRAVEL	0.00			
390 - OTHER PURCHASED SERVICES	0.00			
510 - SUPPLIES	0.00			
510A - DAY CARE SUPPLIES	0.00			
510B - UNIFORMS	0.00			
642 - NON-CAP FURN, FIXT & EQUIP	0.00			
643 - CAP COMPUTER HARDWARE	0.00			
691 - CAPITALIZED SOFTWARE	0.00			
692 - NONCAPITALIZED SOFTWARE	0.00			
790 - MISCELLANEOUS EXPENSES	0.00			
790A - DAYCARE MISCELLANEOUS	0.00			
<b>Total 5100 BASIC (K-12)</b>	<b>0.00</b>			
5200 - EXCEPTIONAL				
310 - PROFESSIONAL & TECHNICAL	0.00			
<b>Total 5200 - EXCEPTIONAL</b>	<b>0.00</b>			
6150 - PARENTAL INVOLVEMENT				
510 - SUPPLIES	0.00			
<b>Total 6150 - PARENTAL INVOLVEMENT</b>	<b>0.00</b>			
6400 - INSTRUCT STAFF TRAINING				
310 - PROFESSIONAL & TECHNICAL	0.00			
790 - MISCELLANEOUS EXPENSES	0.00			
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>	<b>0.00</b>			

## NORTH COUNTY CHARTER SCHOOL, INC.

## Profit &amp; Loss Budget vs. Actual

July 2012 through April 2013

12/2/13

crual Basis

	SPECIAL REVENUE FUND			
	Jul '12 - Apr 13	Budget	\$ Over Budget	% of Budget
<b>7100 - BOARD</b>				
320 - INSURANCE & BOND PREMIUMS	0.00			
330 - TRAVEL	0.00			
<b>Total 7100 - BOARD</b>	<b>0.00</b>			
<b>7300 - SCHOOL ADMINISTRATION</b>				
310 - PROFESSIONAL & TECHNICAL	0.00			
320 - INSURANCE & BOND PREMIUMS	0.00			
330 - TRAVEL	0.00			
370 - COMMUNICATIONS	0.00			
390 - OTHER PURCHASED SERVICES	0.00			
510 - SUPPLIES	0.00			
642 - NON-CAP FURN, FIXT & EQUIP	0.00			
700 - OTHER EXPENSES	0.00			
730 - DUES & FEES	0.00			
790 - MISCELLANEOUS EXPENSES	0.00			
<b>Total 7300 - SCHOOL ADMINISTRATION</b>	<b>0.00</b>			
<b>7400 - FACILITIES ACQ &amp; CONST</b>				
310 - PROFESSIONAL & TECHNICAL	0.00			
630 - BUILDINGS AND FIXED EQUIP	0.00			
670 - IMPROVE OTHER THAN BLDG	0.00			
680 - REMODELING & RENOVATIONS	0.00			
730-DUES AND FEES	0.00			
790 - MISCELLANEOUS EXPENSE	0.00			
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>0.00</b>			
<b>7500 - FISCAL SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	0.00			
<b>Total 7500 - FISCAL SERVICES</b>	<b>0.00</b>			
<b>7600 - FOOD SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	46,503.34	43,750.00	2,753.34	106.3%
510 - SUPPLIES	2,332.42	2,750.00	-417.58	84.8%
570 - FOOD	40,210.58	36,666.66	3,543.92	109.7%
641 - CAP, FURN, FIXT	0.00			
642 - NON-CAP FURN, FIXT & EQUI	45.95	100.00	-54.05	46.0%
730 - DUES & FEES	170.00	166.66	3.34	102.0%
790 - MISCELLANEOUS EXPENSES	2,004.28	416.66	1,587.62	481.0%
<b>Total 7600 - FOOD SERVICES</b>	<b>91,266.57</b>	<b>83,849.98</b>	<b>7,416.59</b>	<b>108.8%</b>
<b>7800 - TRANSPORTATION</b>				
360 - RENTALS	0.00			
<b>Total 7800 - TRANSPORTATION</b>	<b>0.00</b>			
<b>7900 - OPERATION OF PLANT</b>				
310 - PROFESSIONAL & TECHNICAL	0.00			
320 - INSURANCE & BOND PREMIUMS	0.00			
350 - REPAIRS AND MAINTENANCE	0.00			
370 - COMMUNICATIONS	0.00			
380 - UTILITIES	0.00			
390 - OTHER PURCHASED SERVICES	0.00			
510 - SUPPLIES	0.00			
790 - MISCELLANEOUS	0.00			
<b>Total 7900 - OPERATION OF PLANT</b>	<b>0.00</b>			
<b>8100 - MAINTENANCE OF PLANT</b>				
350 - REPAIRS AND MAINTENANCE	0.00			
510 - SUPPLIES	0.00			
642 - NON-CAP FURN, FIXT & EQUIP	0.00			
<b>Total 8100 - MAINTENANCE OF PLANT</b>	<b>0.00</b>			



**NORTH COUNTY CHARTER SCHOOL, INC.**  
**Profit & Loss Budget vs. Actual**  
July 2012 through April 2013

	SPECIAL REVENUE FUND			
	Jul '12 - Apr 13	Budget	\$ Over Budget	% of Budget
9200 - DEBT SERVICE				
720 - INTEREST EXPENSE	0.00			
790 - MISCELLANEOUS	0.00			
Total 9200 - DEBT SERVICE	0.00			
Total Expense	91,266.57	83,849.98	7,416.59	108.8%
Net Ordinary Income	-17,921.91	-8,016.64	-9,905.27	223.6%
Other Income/Expense				
Other Income				
OTHER FINANCING SOURCES (USES)				
3720 - LOAN PROCEEDS	0.00			
Total OTHER FINANCING SOURCES (USES)	0.00			
Total Other Income	0.00			
Net Other Income	0.00			
Net Income	-17,921.91	-8,016.64	-9,905.27	223.6%

**NORTH COUNTY CHARTER SCHOOL, INC.**  
**Profit & Loss Budget vs. Actual**  
 July 2012 through April 2013

	TOTAL			
	Jul '12 - Apr 13	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
3300 - REVENUE THRU STATE				
3361 - SCHOOL RECOGNITION FUNDS	18,751.00	18,751.00	0.00	100.0%
3397 - CAPITAL OUTLAY	53,255.00	59,458.34	-6,203.34	89.6%
<b>Total 3300 - REVENUE THRU STATE</b>	<b>72,006.00</b>	<b>78,209.34</b>	<b>-6,203.34</b>	<b>92.1%</b>
3400 - REV FROM LOCAL SOURCES				
3440 - GIFTS, GRANTS & BEQUESTS				
3440.2 - FIELD TRIP FUNDS	1,518.00	2,083.34	-565.34	72.9%
3440.3 - GIFTS, DONATIONS	77.25	83.34	-6.09	92.7%
3440.4 - REFUNDS	170.00	0.00	170.00	100.0%
3440.5 - UNIFORMS	7,018.00	0.00	7,018.00	100.0%
3440.6 - BEFORE/AFTER PROGRAM	23,784.00	24,166.66	-382.66	98.4%
3440 - GIFTS, GRANTS & BEQUESTS - Other	1,884.57	0.00	1,884.57	100.0%
<b>Total 3440 - GIFTS, GRANTS &amp; BEQUESTS</b>	<b>34,451.82</b>	<b>26,333.34</b>	<b>8,118.48</b>	<b>130.8%</b>
3451 - STUDENT LUNCHES	73,344.66	75,833.34	-2,488.68	96.7%
3495 - RENT INCOME	10,900.00	10,416.66	483.34	104.6%
<b>Total 3400 - REV FROM LOCAL SOURCES</b>	<b>118,696.48</b>	<b>112,583.34</b>	<b>6,113.14</b>	<b>105.4%</b>
IRCS D PASS-THROUGH				
3000 - IRCS D - FUNDING	1,158,765.78	1,154,117.50	4,648.28	100.4%
<b>Total IRCS D PASS-THROUGH</b>	<b>1,158,765.78</b>	<b>1,154,117.50</b>	<b>4,648.28</b>	<b>100.4%</b>
<b>Total Income</b>	<b>1,349,468.26</b>	<b>1,344,910.18</b>	<b>4,558.08</b>	<b>100.3%</b>
<b>Gross Profit</b>	<b>1,349,468.26</b>	<b>1,344,910.18</b>	<b>4,558.08</b>	<b>100.3%</b>
<b>Expense</b>				
5100 BASIC (K-12)				
310 - PROFESSIONAL & TECHNICAL	429,915.27	470,833.34	-40,918.07	91.3%
310A - DAY CARE PROF/TECH	11,045.98	11,583.34	-537.36	95.4%
320 - INSURANCE & BOND PREMIUM	887.00	750.00	137.00	118.3%
330 - TRAVEL	1,149.00	2,500.00	-1,351.00	46.0%
390 - OTHER PURCHASED SERVICES	930.18	2,916.66	-1,986.48	31.9%
510 - SUPPLIES	17,029.39	15,000.00	2,029.39	113.5%
510A - DAY CARE SUPPLIES	233.68	625.00	-391.32	37.4%
510B - UNIFORMS	4,525.35	0.00	4,525.35	100.0%
642 - NON-CAP FURN, FIXT & EQUIP	3,732.08	3,333.34	398.74	112.0%
643 - CAP COMPUTER HARDWARE	3,716.25	3,104.16	612.09	119.7%
691 - CAPITALIZED SOFTWARE	799.60	666.66	132.94	119.9%
692 - NONCAPITALIZED SOFTWARE	0.00	416.66	-416.66	0.0%
790 - MISCELLANEOUS EXPENSES	14,207.04	416.66	13,790.38	3,409.7%
790A - DAYCARE MISCELLANEOUS	1,496.48	541.66	954.82	276.3%
<b>Total 5100 BASIC (K-12)</b>	<b>489,667.30</b>	<b>512,687.48</b>	<b>-23,020.18</b>	<b>95.5%</b>
5200 - EXCEPTIONAL				
310 - PROFESSIONAL & TECHNICAL	5,370.00	6,250.00	-880.00	85.9%
<b>Total 5200 - EXCEPTIONAL</b>	<b>5,370.00</b>	<b>6,250.00</b>	<b>-880.00</b>	<b>85.9%</b>
6150 - PARENTAL INVOLVEMENT				
510 - SUPPLIES	11.09	833.34	-822.25	1.3%
<b>Total 6150 - PARENTAL INVOLVEMENT</b>	<b>11.09</b>	<b>833.34</b>	<b>-822.25</b>	<b>1.3%</b>
6400 - INSTRUCT STAFF TRAINING				
310 - PROFESSIONAL & TECHNICAL	611.00	416.66	194.34	146.6%
790 - MISCELLANEOUS EXPENSES	0.00	250.00	-250.00	0.0%
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>	<b>611.00</b>	<b>666.66</b>	<b>-55.66</b>	<b>91.7%</b>

**NORTH COUNTY CHARTER SCHOOL, INC.**  
**Profit & Loss Budget vs. Actual**  
**July 2012 through April 2013**

	TOTAL			
	Jul '12 - Apr 13	Budget	\$ Over Budget	% of Budget
<b>7100 - BOARD</b>				
320 - INSURANCE & BOND PREMIUMS	1,656.26	1,800.00	-143.74	92.0%
330 - TRAVEL	0.00	833.34	-833.34	0.0%
<b>Total 7100 - BOARD</b>	<b>1,656.26</b>	<b>2,633.34</b>	<b>-977.08</b>	<b>62.9%</b>
<b>7300 - SCHOOL ADMINISTRATION</b>				
310 - PROFESSIONAL & TECHNICAL	141,180.46	133,958.34	7,222.12	105.4%
320 - INSURANCE & BOND PREMIUMS	4,977.92	4,900.00	77.92	101.6%
330 - TRAVEL	751.74	416.66	335.08	180.4%
370 - COMMUNICATIONS	1,236.73	479.16	757.57	258.1%
390 - OTHER PURCHASED SERVICES	8,418.87	5,750.00	2,668.87	146.4%
510 - SUPPLIES	2,526.95	5,416.66	-2,889.71	46.7%
642 - NON-CAP FURN, FIXT & EQUIP	843.40	708.34	135.06	119.1%
700 - OTHER EXPENSES	3.00	41.66	-38.66	7.2%
730 - DUES & FEES	1,519.43	1,250.00	269.43	121.6%
790 - MISCELLANEOUS EXPENSES	4,436.56	833.34	3,603.22	532.4%
<b>Total 7300 - SCHOOL ADMINISTRATION</b>	<b>165,895.06</b>	<b>153,754.16</b>	<b>12,140.90</b>	<b>107.9%</b>
<b>7400 - FACILITIES ACQ &amp; CONST</b>				
310 - PROFESSIONAL & TECHNICAL	23,350.87	29,583.32	-6,232.45	78.9%
630 - BUILDINGS AND FIXED EQUIP	2,725.00	1,833.34	891.66	148.6%
670 - IMPROVE OTHER THAN BLDG	924.44	0.00	924.44	100.0%
680 - REMODELING & RENOVATIONS	223.40	833.34	-609.94	26.8%
730-DUES AND FEES	40,021.00	4,166.66	35,854.34	960.5%
790 - MISCELLANEOUS EXPENSE	0.00	83.34	-83.34	0.0%
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>67,244.71</b>	<b>36,500.00</b>	<b>30,744.71</b>	<b>184.2%</b>
<b>7500 - FISCAL SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	12,280.00	11,366.66	913.34	108.0%
<b>Total 7500 - FISCAL SERVICES</b>	<b>12,280.00</b>	<b>11,366.66</b>	<b>913.34</b>	<b>108.0%</b>
<b>7600 - FOOD SERVICES</b>				
310 - PROFESSIONAL & TECHNICAL	46,503.34	43,750.00	2,753.34	106.3%
510 - SUPPLIES	2,332.42	2,750.00	-417.58	84.8%
570 - FOOD	40,210.58	36,666.66	3,543.92	109.7%
641 - CAP, FURN, FIXT	6,283.75	5,236.66	1,047.09	120.0%
642 - NON-CAP FURN, FIXT & EQUI	45.95	100.00	-54.05	46.0%
730 - DUES & FEES	170.00	166.66	3.34	102.0%
790 - MISCELLANEOUS EXPENSES	2,004.28	416.66	1,587.62	481.0%
<b>Total 7600 - FOOD SERVICES</b>	<b>97,550.32</b>	<b>89,086.64</b>	<b>8,463.68</b>	<b>109.5%</b>
<b>7800 - TRANSPORTATION</b>				
360 - RENTALS	9,154.54	17,545.84	-8,391.30	52.2%
<b>Total 7800 - TRANSPORTATION</b>	<b>9,154.54</b>	<b>17,545.84</b>	<b>-8,391.30</b>	<b>52.2%</b>
<b>7900 - OPERATION OF PLANT</b>				
310 - PROFESSIONAL & TECHNICAL	33,156.20	32,500.00	656.20	102.0%
320 - INSURANCE & BOND PREMIUMS	20,274.43	20,275.00	-0.57	100.0%
350 - REPAIRS AND MAINTENANCE	23,044.49	18,333.34	4,711.15	125.7%
370 - COMMUNICATIONS	3,758.02	3,000.00	758.02	125.3%
380 - UTILITIES	20,449.54	19,083.34	1,366.20	107.2%
390 - OTHER PURCHASED SERVICES	1,410.41	416.66	993.75	338.5%
510 - SUPPLIES	3,583.60	3,583.34	0.26	100.0%
790 - MISCELLANEOUS	1,004.43	83.34	921.09	1,205.2%
<b>Total 7900 - OPERATION OF PLANT</b>	<b>106,681.12</b>	<b>97,275.02</b>	<b>9,406.10</b>	<b>109.7%</b>
<b>8100 - MAINTENANCE OF PLANT</b>				
350 - REPAIRS AND MAINTENANCE	3,756.94	3,333.34	423.60	112.7%
510 - SUPPLIES	2,149.80	1,804.16	345.64	119.2%
642 - NON-CAP FURN, FIXT & EQUIP	262.05	416.66	-154.61	62.9%
<b>Total 8100 - MAINTENANCE OF PLANT</b>	<b>6,168.79</b>	<b>5,554.16</b>	<b>614.63</b>	<b>111.1%</b>

**NORTH COUNTY CHARTER SCHOOL, INC.**  
**Profit & Loss Budget vs. Actual**  
 July 2012 through April 2013

	TOTAL			
	Jul '12 - Apr 13	Budget	\$ Over Budget	% of Budget
9200 - DEBT SERVICE				
720 - INTEREST EXPENSE	117,407.71	110,833.34	6,574.37	105.9%
790 - MISCELLANEOUS	77,671.62	81,333.34	-3,661.72	95.5%
<b>Total 9200 - DEBT SERVICE</b>	<b>195,079.33</b>	<b>192,166.68</b>	<b>2,912.65</b>	<b>101.5%</b>
<b>Total Expense</b>	<b>1,157,369.52</b>	<b>1,126,319.98</b>	<b>31,049.54</b>	<b>102.8%</b>
<b>Net Ordinary Income</b>	<b>192,098.74</b>	<b>218,590.20</b>	<b>-26,491.46</b>	<b>87.9%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
<b>OTHER FINANCING SOURCES (USES)</b>				
3720 - LOAN PROCEEDS	23,400.40	0.00	23,400.40	100.0%
<b>Total OTHER FINANCING SOURCES (USES)</b>	<b>23,400.40</b>	<b>0.00</b>	<b>23,400.40</b>	<b>100.0%</b>
<b>Total Other Income</b>	<b>23,400.40</b>	<b>0.00</b>	<b>23,400.40</b>	<b>100.0%</b>
<b>Net Other Income</b>	<b>23,400.40</b>	<b>0.00</b>	<b>23,400.40</b>	<b>100.0%</b>
<b>Net Income</b>	<b>215,499.14</b>	<b>218,590.20</b>	<b>-3,091.06</b>	<b>98.6%</b>

**ST PETER'S ACADEMY****Balance Sheet - Governmental Funds 4/30/2013**

	#N/A Account Number	Fund Types			Total
		Click Here General	Click Here SR - Grants	Capital Projects	
<b>ASSETS</b>					
Cash and Cash Equivalents	1110	249,945.00			249,945.00
Investments	1160				0.00
Taxes Receivable, Net	1120				0.00
Accounts Receivable	1130	27,528.00			27,528.00
Due from:					
School District	1131				0.00
Charter Holder	1132				0.00
Other Charter School(s)	1133				0.00
Management Company	1134				0.00
Due from Other Funds:					
Budgetary Funds	1141				0.00
Internal Funds	1142				0.00
Inventory	1150				0.00
Interest Receivable	1170				0.00
Due from Reinsurer	1180				0.00
Other Current Assets:					
Deposits Receivable	1210				0.00
Due from Other Agencies	1220				0.00
Prepaid Items	1230				0.00
<b>Total Assets</b>		<b>277,473.00</b>	<b>0.00</b>	<b>0.00</b>	<b>277,473.00</b>
<b>LIABILITIES AND FUND BALANCES</b>					
Salaries, Benefits and Payroll Taxes Payable	2110	1,450.00			1,450.00
Payroll Deductions and Withholdings	2170	730.00			730.00
Accounts Payable	2120				0.00
Due to:					
School District	2121				0.00
Charter Holder	2122				0.00
Other Charter School(s)	2123				0.00
Management Company	2124				0.00
Judgments Payable	2130				0.00
Construction Contracts Payable	2140				0.00
Construction Contracts Payable-Retained Percentage	2150				0.00
Due to Fiscal Agent	2240				0.00
Sales Tax Payable	2260				0.00
Accrued Interest Payable	2210				0.00
Deposits Payable	2220				0.00
Due to Other Agencies	2230				0.00
Due to Other Funds:					
Budgetary Funds	2161				0.00
Internal Funds	2162				0.00
Deferred Revenue	2410				0.00
<b>Total Liabilities</b>		<b>2,180.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,180.00</b>
<b>FUND BALANCES</b>					
Reserved For:					
Endowments	2705				0.00
State Required Carryover Programs	2710				0.00
Encumbrances	2720				0.00
Inventory	2730				0.00
Other Purposes					0.00
Unreserved, Reported in:					
General Fund	2760	275,293.00			275,293.00
Special Revenue Fund - Capital Outlay	2760				0.00
Special Revenue Fund - Grants	2760		0.00		0.00
Capital Projects Funds	2760			0.00	0.00
Permanent Funds	2760				0.00
<b>Total Fund Balances</b>	<b>2700</b>	<b>275,293.00</b>	<b>0.00</b>	<b>0.00</b>	<b>275,293.00</b>
<b>Total Liabilities and Fund Balances</b>		<b>277,473.00</b>	<b>0.00</b>	<b>0.00</b>	<b>277,473.00</b>



**ST PETER'S ACADEMY**

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Revenue & Expenditures - Budget And Actual  
April 30, 2013

	#N/A Function	General Fund			Variance with Final Budget Positive (Negative)
		Budget Amounts		Actual	
		Original	Current		
<b>REVENUES</b>					
Federal Through State & Local	3200				0.00
State Sources	3300	1,026,716.00	1,002,009.00	728,436.00	(273,573.00)
Federal Direct VPK Income	3370	120,000.00	120,000.00	93,737.00	(26,263.00)
Local Sources	3400	7,000.00	7,000.00	5,707.00	(1,293.00)
<b>Total Revenues</b>		1,153,716.00	1,129,009.00	827,880.00	(301,129.00)
<b>EXPENDITURES</b>					
Current:					
Instruction	5000	554,779.00	554,779.00	430,048.00	124,731.00
Pupil Personnel Services	6100				0.00
Instructional Media Services	6200	5,000.00	5,000.00	4,973.00	27.00
Instruction and Curriculum Development Services	6300				0.00
Instructional Staff Training Services	6400	1,500.00	1,500.00	1,454.00	46.00
Instruction Related Technology	6500				0.00
Board	7100				0.00
Administration Fees:					
District Holdback Fee	7201				0.00
Charter Holder	7202				0.00
Management Company	7203				0.00
Other	7204				0.00
School Administration	7300	268,335.00	268,335.00	153,383.00	114,952.00
Facilities Acquisition and Construction	7400				0.00
Fiscal Services	7500	17,500.00	17,500.00	16,434.00	1,066.00
Food Services	7600				0.00
Central Services	7700				0.00
Pupil Transportation Services	7800	35,642.00	35,642.00	38,928.00	(3,286.00)
Operation of Plant	7900	99,834.00	99,834.00	115,400.00	(15,566.00)
Maintenance of Plant	8100	2,500.00	2,500.00	1,650.00	850.00
Administrative Technology Services	8200				0.00
Community Services	9100				0.00
Debt Service: (Function 9200)					
Retirement of Principal	710				0.00
Interest	720				0.00
Dues, Fees and Issuance Costs	730				0.00
Miscellaneous Expenditures	790				0.00
Capital Outlay:					
Facilities Acquisition and Construction	7420				0.00
Other Capital Outlay	9300				0.00
<b>Total Expenditures</b>		985,090.00	985,090.00	762,270.00	222,820.00
Excess (Deficiency) of Revenues Over (Under) Expenditures		168,626.00	143,919.00	65,610.00	(78,309.00)
<b>Other Financing Sources (Uses)</b>					
Loans Incurred	3720				0.00
Proceeds from the Sale of Capital Assets	3730				0.00
Loss Recoveries	3740				0.00
Proceeds of Forward Supply Contract	3760				0.00
Special Facilities Construction Advances	3770				0.00
Transfers In	3600			16,840.00	16,840.00
Transfers Out	9700				0.00
<b>Total Other Financing Sources (Uses)</b>		0.00	0.00	16,840.00	16,840.00
<b>SPECIAL ITEMS</b>					
					0.00
<b>EXTRAORDINARY ITEMS</b>					
					0.00
Net Change in Fund Balances		168,626.00	143,919.00	82,450.00	(61,469.00)
Fund Balance - Beginning of Year	2800	192,843.00	192,843.00	192,843.00	0.00
Adjustment to Fund Balance	2891				0.00
Fund Balance - End of Year	2700	361,469.00	336,762.00	275,293.00	(61,469.00)


ANDREW JEFFERSON  
PRESIDENT

5/20/13

## ST PETER'S ACADEMY

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Revenue & Expenditures - Budget And Actual  
April 30, 2013

	#/N/A	Budget Amounts		Actual	Variance with Final Budget Positive (Negative)
		Original	Current		
<b>REVENUES</b>					
ARRA SFSF	3210				0.00
Ed Job Funds	3215				0.00
IDEA	3230				0.00
Federal Through State & Local Title One	3240	66,427.00	66,427.00	65,029.00	(1,398.00)
Federal Direct Food Services	3260	124,749.00	124,749.00	89,589.00	(35,160.00)
State Sources	3300				0.00
Local Sources	3400				0.00
<b>Total Revenues</b>		191,176.00	191,176.00	154,618.00	(36,558.00)
<b>EXPENDITURES</b>					
Current:			0.00		
Instruction	5000	73,000.00	73,000.00	70,857.00	2,143.00
Pupil Personnel Services	6100				0.00
Instructional Media Services	6200				0.00
Instruction and Curriculum Development Services	6300				0.00
Instructional Staff Training Services	6400				0.00
Instruction Related Technology	6500				0.00
Board	7100				0.00
Administration Fees:					
District Holdback Fee	7201				0.00
Charter Holder	7202				0.00
Management Company	7203				0.00
Other	7204				0.00
School Administration	7300				0.00
Facilities Acquisition and Construction	7400				0.00
Fiscal Services	7500				0.00
Food Services	7600	88,500.00	88,500.00	69,978.00	18,522.00
Central Services	7700				0.00
Pupil Transportation Services	7800				0.00
Operation of Plant	7900				0.00
Maintenance of Plant	8100				0.00
Administrative Technology Services	8200				0.00
Community Services	9100				0.00
Debt Service: (Function 9200)					
Retirement of Principal	710				0.00
Interest	720				0.00
Dues, Fees and Issuance Costs	730				0.00
Miscellaneous Expenditures	790				0.00
Capital Outlay:					
Facilities Acquisition and Construction	7420				0.00
Other Capital Outlay	9300				0.00
<b>Total Expenditures</b>		161,500.00	161,500.00	140,835.00	20,665.00
Excess (Deficiency) of Revenues Over (Under) Expenditures		29,676.00	29,676.00	13,783.00	(15,893.00)
Loans Incurred	3720				0.00
Proceeds from the Sale of Capital Assets	3730				0.00
Loss Recoveries	3740				0.00
Proceeds of Forward Supply Contract	3760				0.00
Special Facilities Construction Advances	3770				0.00
Transfers In	3600				0.00
Transfers Out	9700	(29,676.00)	(29,676.00)	(13,783.00)	15,893.00
<b>Total Other Financing Sources (Uses)</b>		(29,676.00)	(29,676.00)	(13,783.00)	15,893.00
<b>SPECIAL ITEMS</b>					0.00
<b>EXTRAORDINARY ITEMS</b>					0.00
Net Change in Fund Balances		0.00	0.00	0.00	0.00
Fund Balance - Beginning of Year	2800				0.00
Adjustment to Fund Balance	2891				0.00
Fund Balance - End of Year	2700	0.00	0.00	0.00	0.00

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## ST PETER'S ACADEMY

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Revenue & Expenditures - Budget And Actual  
April 30, 2013

	#N/A Function	Budget Amounts		Actual	Variance with Final Budget Positive (Negative)
		Original	Current		
<b>REVENUES</b>					
Federal Direct	3100				0.00
Federal Through State & Local	3200				0.00
State Sources	3300	85,300.00	50,000.00	38,475.00	(11,525.00)
Local Sources	3400				0.00
<b>Total Revenues</b>		85,300.00	50,000.00	38,475.00	(11,525.00)
<b>EXPENDITURES</b>					
Current:					
Instruction	5000				0.00
Pupil Personnel Services	6100				0.00
Instructional Media Services	6200				0.00
Instruction and Curriculum Development Services	6300				0.00
Instructional Staff Training Services	6400				0.00
Instruction Related Technology	6500				0.00
Board	7100				0.00
Administration Fees:					
District Holdback Fee	7201				0.00
Charter Holder	7202				0.00
Management Company	7203				0.00
Other	7204				0.00
School Administration	7300	500.00	500.00		500.00
Facilities Acquisition and Construction	7400				0.00
Fiscal Services	7500				0.00
Food Services	7600				0.00
Central Services	7700				0.00
Pupil Transportation Services	7800				0.00
Operation of Plant	7900				0.00
Maintenance of Plant	8100	40,952.00	40,952.00	10,600.00	30,352.00
Administrative Technology Services	8200				0.00
Community Services	9100				0.00
Debt Service: (Function 9200)					
Retirement of Principal	710	20,000.00	20,000.00	11,465.00	8,535.00
Interest	720	23,848.00	23,848.00	10,458.00	13,390.00
Dues, Fees and Issuance Costs	730				0.00
Miscellaneous Expenditures	790	3,000.00	3,000.00	2,895.00	105.00
Capital Outlay:					
Facilities Acquisition and Construction	7420				0.00
Other Capital Outlay	9300				0.00
<b>Total Expenditures</b>		88,300.00	88,300.00	35,418.00	52,882.00
Excess (Deficiency) of Revenues Over (Under) Expenditures		(3,000.00)	(38,300.00)	3,057.00	41,357.00
<b>Other Financing Sources (Uses)</b>					
Loans Incurred	3720				0.00
Proceeds from the Sale of Capital Assets	3730				0.00
Loss Recoveries	3740				0.00
Proceeds of Forward Supply Contract	3760				0.00
Special Facilities Construction Advances	3770				0.00
Transfers In	3600				0.00
Transfers Out	9700			(3,057.00)	(3,057.00)
<b>Total Other Financing Sources (Uses)</b>		0.00	0.00	(3,057.00)	(3,057.00)
<b>SPECIAL ITEMS</b>					
					0.00
<b>EXTRAORDINARY ITEMS</b>					
					0.00
Net Change in Fund Balances		(3,000.00)	(38,300.00)	0.00	38,300.00
Fund Balance - Beginning of Year	2800				0.00
Adjustment to Fund Balance	2891				0.00
Fund Balance - End of Year	2700	(3,000.00)	(38,300.00)	0.00	38,300.00

**SEBASTIAN CHARTER JUNIOR HIGH, INC.**

**Financial Statements  
with  
Independent Accountants' Compilation Report**

April 30, 2013



KMETZ NUTTALL ELWELL GRAHAM, PLLC  
Certified Public Accountants

**Independent Accountants' Compilation Report**

To the Board of Directors  
Sebastian Charter Junior High, Inc.  
Sebastian, Florida

We have compiled the accompanying balance sheet of Sebastian Charter Junior High, Inc. as of April 30, 2013, and the related statement of profit and loss by fund and profit and loss budget vs. actual by fund for one month and the period then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the School's financial position and results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Kmetz, Nuttall, Elwell, Graham, PLLC  
Certified Public Accountants

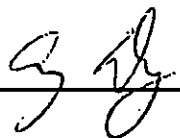
May 22, 2013



**SEBASTIAN CHARTER JUNIOR HIGH**  
Balance Sheet As of 04/30/13

	Governmental Fund Types			Account Groups		Total
	General	Capital	Federal	General Fixed Assets	General Long-Term Debt	
<b>Assets</b>						
<b>Current Assets</b>						
Cash in bank	\$ 159,846.82	\$ 301,334.72	\$ -	\$ -	\$ -	\$ 460,981.54
Due from other agencies	-	-	-	-	-	-
Due from other fund	-	6,821.18	-	-	-	6,821.18
Deposit receivable	-	-	-	-	-	-
Accrued interest receivable	-	-	-	-	-	-
<b>Current Asset Subtotal</b>	<b>159,846.82</b>	<b>308,155.90</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>467,992.72</b>
<b>Fixed Assets</b>						
Land	-	-	-	186,217.75	-	186,217.75
Land improvements	-	-	-	24,500.00	-	24,500.00
Improvements other than build.	-	-	-	12,887.00	-	12,887.00
Building & Improvements	-	-	-	641,871.89	-	641,871.89
Furniture, Fixtures & Equipment	-	-	-	87,730.63	-	87,730.63
Construction in Progress	-	-	-	1,481,492.89	-	1,481,492.89
Property under capital lease	-	-	-	35,935.00	-	35,935.00
Computer Software	-	-	-	12,771.85	-	12,771.85
<b>Fixed Asset Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,483,007.01</b>	<b>-</b>	<b>2,483,007.01</b>
<b>Other Assets: Amt available for debt service</b>						
Note payable	-	-	-	-	1,228,621.60	1,228,621.60
Short term loan	-	-	-	-	-	-
Capital leases	-	-	-	-	33,072.98	33,072.98
<b>Other Assets Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,261,694.58</b>	<b>1,261,694.58</b>
<b>Total Assets</b>	<b>\$ 159,846.82</b>	<b>\$ 308,155.90</b>	<b>\$ -</b>	<b>\$ 2,483,007.01</b>	<b>\$ 1,261,694.58</b>	<b>\$ 4,212,504.31</b>
<b>Liabilities</b>						
<b>Current Liabilities</b>						
Payroll taxes payable	\$ 6,787.27	\$ -	\$ -	\$ -	\$ -	\$ 6,787.27
Retirement payable	(301.78)	-	-	-	-	(301.78)
HAS liability	-	-	-	-	-	-
Due to other fund	6,821.18	-	-	-	-	6,821.18
Deferred revenue	-	-	-	-	-	-
<b>Current Liabilities Subtotal</b>	<b>13,306.67</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>13,306.67</b>
<b>Long Term Liabilities</b>						
Note payable	-	-	-	-	1,228,621.60	1,228,621.60
Short term loan	-	-	-	-	-	-
Obligation under capital leases	-	-	-	-	33,072.98	33,072.98
<b>Long Term Liabilities Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,261,694.58</b>	<b>1,261,694.58</b>
<b>Liabilities Total</b>	<b>13,306.67</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,261,694.58</b>	<b>1,275,001.25</b>
<b>Equity</b>						
Fund balance, 6/30/12	83,896.84	110,782.42	-	-	-	194,191.28
Investment in fixed assets	-	-	-	2,483,007.01	-	2,483,007.01
<b>Equity subtotal</b>	<b>83,896.84</b>	<b>110,782.42</b>	<b>-</b>	<b>2,483,007.01</b>	<b>-</b>	<b>2,677,198.27</b>
<b>Net Addition/(Deficit)</b>	<b>62,441.31</b>	<b>197,863.48</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>260,304.79</b>
<b>Equity Total</b>	<b>146,338.15</b>	<b>308,155.90</b>	<b>-</b>	<b>2,483,007.01</b>	<b>-</b>	<b>2,937,503.06</b>
<b>Total Liabilities and Equity</b>	<b>\$ 159,846.82</b>	<b>\$ 308,155.90</b>	<b>\$ -</b>	<b>\$ 2,483,007.01</b>	<b>\$ 1,261,694.58</b>	<b>\$ 4,212,504.31</b>

See independent accountants' compilation report.

Signature: 

Date: 5/27/13

**SEBASTIAN CHARTER JUNIOR HIGH  
Profit & Loss by Class**

April 2013

Ordinary Income/Expense	CAPITAL PROJECTS FUND		GENER
	Apr 13	Jul '12 - Apr 13	Apr 13
<b>Income</b>			
<b>3200 - FEDERAL THRU STATE</b>			
3230 - IDEA FUNDS	0.00	0.00	3,627.35
<b>Total 3200 - FEDERAL THRU STATE</b>	<b>0.00</b>	<b>0.00</b>	<b>3,627.35</b>
<b>3300 - REVENUE THRU STATE</b>			
3390 - CAPITAL OUTLAY	6,026.00	54,762.00	0.00
<b>Total 3300 - REVENUE THRU STATE</b>	<b>6,026.00</b>	<b>54,762.00</b>	<b>0.00</b>
<b>3400 - REV FROM LOCAL SOURCES</b>			
3413 - DISTRICT SCHOOL TAX	0.00	325,698.26	0.00
3430 - INTEREST-CAPITAL OUTLAY	2.27	47.61	0.00
3434 - INTEREST INCOME-DSTP	0.00	154.16	0.00
3440 - GIFTS, GRANTS, BEQUESTS	0.00	200,422.18	50,980.00
3490 - MISC LOCAL SOURCES	0.00	0.00	537.71
3495 fundraising activity	0.00	0.00	0.00
<b>Total 3400 - REV FROM LOCAL SOURCES</b>	<b>2.27</b>	<b>526,322.21</b>	<b>51,517.71</b>
<b>IRCS D PASS-THROUGH</b>			
3000 - IRCS D - FUNDING	0.00	0.00	89,949.28
3361 - SCHOOL RECOGNITION	0.00	0.00	0.00
<b>Total IRCS D PASS-THROUGH</b>	<b>0.00</b>	<b>0.00</b>	<b>89,949.28</b>
<b>Total Income</b>	<b>6,028.27</b>	<b>581,084.21</b>	<b>145,094.34</b>
<b>Gross Profit</b>	<b>6,028.27</b>	<b>581,084.21</b>	<b>145,094.34</b>
<b>Expense</b>			
<b>5100 BASIC (K-12)</b>			
120 - SALARY-TEACHER	0.00	0.00	43,637.82
140 - SALARY - SUBSTITUTE TEACH	0.00	0.00	4,344.22
150 - AIDE	0.00	0.00	1,300.00
160 - OTHER SUPPORT PERSONNEL	0.00	0.00	82.34
220 - SOCIAL SECURITY	0.00	0.00	3,625.86
230 - GROUP INSURANCE	0.00	0.00	6,044.30
240 - WORKER'S COMPENSATION	0.00	0.00	0.00
250 - UNEMPLOYMENT	0.00	0.00	6,257.88
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	0.00
320 - INSURANCE	0.00	0.00	248.00
350 - REPAIRS & MAINTENANCE	0.00	0.00	0.00
360 - RENTALS	0.00	0.00	259.17
390 - OTHER PURCHASED SERVICES	0.00	0.00	88.00
510 - SUPPLIES	0.00	0.00	2,564.48

**SEBASTIAN CHARTER JUNIOR HIGH  
 Profit & Loss by Class**

April 2013

	CAPITAL PROJECTS FUND		GENER
	Apr 13	Jul '12 - Apr 13	Apr 13
520 - TEXTBOOKS	0.00	0.00	73.90
642 - NON-CAP FURN, FIXT & EQUP	0.00	0.00	5,499.17
643 - CAP COMPUTER HARDWARE	0.00	0.00	0.00
644 - NONCAP COMPUTER HARDWARE	0.00	0.00	1,185.13
692 - NONCAPITALIZED SOFTWARE	0.00	0.00	2,912.00
730 - DUES AND FEES	0.00	0.00	61.10
790 - MISCELLANEOUS EXPENSES	0.00	0.00	125.56
<b>Total 5100 BASIC (K-12)</b>	<b>0.00</b>	<b>0.00</b>	<b>78,308.93</b>
5200 - EXCEPTIONAL			
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	337.50
<b>Total 5200 - EXCEPTIONAL</b>	<b>0.00</b>	<b>0.00</b>	<b>337.50</b>
6300 - INST & CURR DEV SERVICES			
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	0.00
<b>Total 6300 - INST &amp; CURR DEV SERVICES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
6400 - INSTRUCT STAFF TRAINING			
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	50.00
330 - TRAVEL	0.00	0.00	152.00
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>	<b>0.00</b>	<b>0.00</b>	<b>202.00</b>
7100 - BOARD			
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	1,209.25
320 - INSURANCE & BOND PREMIUMS	0.00	0.00	0.00
790 - MISCELLANEOUS EXPENSES	0.00	0.00	0.00
<b>Total 7100 - BOARD</b>	<b>0.00</b>	<b>0.00</b>	<b>1,209.25</b>
7300 - SCHOOL ADMINISTRATION			
110 - SALARY - ADMINISTRATOR	0.00	0.00	13,955.72
220 - SOCIAL SECURITY	0.00	0.00	1,042.86
230 - GROUP INSURANCE	0.00	0.00	2,337.40
250 - UNEMPLOYMENT	0.00	0.00	0.00
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	0.00
320-INSURANCE	0.00	0.00	822.00
330 - TRAVEL	0.00	0.00	0.00
360 - RENTALS	0.00	0.00	412.10
390 - OTHER PURCHASED SERVICES	0.00	0.00	1,270.00
510 - SUPPLIES	0.00	0.00	0.00
730 - DUES & FEES	0.00	0.00	859.84
790 - MISCELLANEOUS EXPENSES	0.00	0.00	531.54
<b>Total 7300 - SCHOOL ADMINISTRATION</b>	<b>0.00</b>	<b>0.00</b>	<b>21,231.46</b>
7400 - FACILITIES ACQ & CONST			

**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss by Class**

April 2013

	CAPITAL PROJECTS FUND		GENER
	Apr 13	Jul '12 - Apr 13	Apr 13
630 - BUILDINGS AND FIXED EQUIP	113,711.28	1,335,714.59	0.00
670 - IMPROVE OTHER THAN BLDG	0.00	6,290.00	0.00
680 - REMODELING & RENOVATIONS	0.00	0.00	0.00
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>113,711.28</b>	<b>1,342,004.59</b>	<b>0.00</b>
<b>7500 - FISCAL SERVICES</b>			
310 - PROFESSIONAL & TECHNICAL	0.00	0.00	220.00
730 - DUES AND FEES	0.00	0.00	6.00
<b>Total 7500 - FISCAL SERVICES</b>	<b>0.00</b>	<b>0.00</b>	<b>226.00</b>
<b>7800 - TRANSPORTATION</b>			
390 - OTHER PURCHASED SERVICES	0.00	0.00	0.00
<b>Total 7800 - TRANSPORTATION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>7900 - OPERATION OF PLANT</b>			
320 - INSURANCE & BOND PREMIUMS	0.00	0.00	0.00
350 - REPAIRS AND MAINTENANCE	0.00	0.00	1,072.90
370 - COMMUNICATIONS	0.00	0.00	329.18
380 - UTILITIES	0.00	0.00	268.18
430 - ELECTRICITY	0.00	0.00	1,712.30
510 - SUPPLIES	0.00	0.00	219.40
790 - MISCELLANEOUS	0.00	0.00	0.00
<b>Total 7900 - OPERATION OF PLANT</b>	<b>0.00</b>	<b>0.00</b>	<b>3,601.96</b>
<b>8100 - MAINTENANCE OF PLANT</b>			
350 - REPAIRS AND MAINTENANCE	0.00	0.00	140.00
510 - SUPPLIES	0.00	0.00	111.35
<b>Total 8100 - MAINTENANCE OF PLANT</b>	<b>0.00</b>	<b>0.00</b>	<b>251.35</b>
<b>9200 - DEBT SERVICE</b>			
720 - INTEREST EXPENSE	4,452.63	17,829.99	0.00
790 - RETIREMENT OF PRINCIPAL	0.00	2,932.35	0.00
<b>Total 9200 - DEBT SERVICE</b>	<b>4,452.63</b>	<b>20,762.34</b>	<b>0.00</b>
<b>Payroll Expenses</b>	<b>0.00</b>	<b>-2,690.00</b>	<b>-1,696.80</b>
<b>Total Expense</b>	<b>118,163.91</b>	<b>1,360,076.93</b>	<b>103,671.65</b>
<b>Net Ordinary Income</b>	<b>-112,135.64</b>	<b>-778,992.72</b>	<b>41,422.69</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
3720 - LOAN PROCEEDS	99,059.51	976,856.20	0.00
<b>Total Other Income</b>	<b>99,059.51</b>	<b>976,856.20</b>	<b>0.00</b>

**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss by Class**

April 2013

	<u>CAPITAL PROJECTS FUND</u>		<u>GENER</u>
	<u>Apr 13</u>	<u>Jul '12 - Apr 13</u>	<u>Apr 13</u>
<b>Net Other Income</b>	<u>99,059.51</u>	<u>976,856.20</u>	<u>0.00</u>
<b>Net Income</b>	<u><u>-13,076.13</u></u>	<u><u>197,863.48</u></u>	<u><u>41,422.69</u></u>



**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss by Class**

	April 2013 AL FUND		TOTAL	
	Jul '12 - Apr 13	Apr 13	Jul '12 - Apr 13	
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>3200 - FEDERAL THRU STATE</b>				
3230 - IDEA FUNDS	3,884.40	3,627.35	3,884.40	
<b>Total 3200 - FEDERAL THRU STATE</b>	<u>3,884.40</u>	<u>3,627.35</u>	<u>3,884.40</u>	
<b>3300 - REVENUE THRU STATE</b>				
3390 - CAPITAL OUTLAY	0.00	6,026.00	54,762.00	
<b>Total 3300 - REVENUE THRU STATE</b>	<u>0.00</u>	<u>6,026.00</u>	<u>54,762.00</u>	
<b>3400 - REV FROM LOCAL SOURCES</b>				
3413 - DISTRICT SCHOOL TAX	0.00	0.00	325,698.26	
3430 - INTEREST-CAPITAL OUTLAY	0.00	2.27	47.61	
3434 - INTEREST INCOME-DSTP	0.00	0.00	154.16	
3440 - GIFTS, GRANTS, BEQUESTS	105,950.00	50,980.00	306,372.18	
3490 - MISC LOCAL SOURCES	12,636.84	537.71	12,636.84	
3495 fundraising activlty	21,347.90	0.00	21,347.90	
<b>Total 3400 - REV FROM LOCAL SOURCES</b>	<u>139,934.74</u>	<u>51,519.98</u>	<u>666,256.95</u>	
<b>IRCS D PASS-THROUGH</b>				
3000 - IRCS D - FUNDING	875,284.38	89,949.28	875,284.38	
3361 - SCHOOL RECOGNITION	16,467.00	0.00	16,467.00	
<b>Total IRCS D PASS-THROUGH</b>	<u>891,751.38</u>	<u>89,949.28</u>	<u>891,751.38</u>	
<b>Total Income</b>	<u>1,035,570.52</u>	<u>151,122.61</u>	<u>1,616,654.73</u>	
<b>Gross Profit</b>	1,035,570.52	151,122.61	1,616,654.73	
<b>Expense</b>				
<b>5100 BASIC (K-12)</b>				
120 - SALARY-TEACHER	420,309.90	43,637.82	420,309.90	
140 - SALARY - SUBSTITUTE TEACH	33,532.52	4,344.22	33,532.52	
150 - AIDE	13,000.00	1,300.00	13,000.00	
160 - OTHER SUPPORT PERSONNEL	82.34	82.34	82.34	
220 - SOCIAL SECURITY	31,449.49	3,625.86	31,449.49	
230 - GROUP INSURANCE	46,010.01	6,044.30	46,010.01	
240 - WORKER'S COMPENSATION	4,453.00	0.00	4,453.00	
250 - UNEMPLOYMENT	14,018.42	6,257.88	14,018.42	
310 - PROFESSIONAL & TECHNICAL	5,403.25	0.00	5,403.25	
320 - INSURANCE	2,480.00	248.00	2,480.00	
350 - REPAIRS & MAINTENANCE	61.05	0.00	61.05	
360 - RENTALS	1,427.85	259.17	1,427.85	
390 - OTHER PURCHASED SERVICES	1,549.25	88.00	1,549.25	
510 - SUPPLIES	18,666.03	2,564.48	18,666.03	

**SEBASTIAN CHARTER JUNIOR HIGH  
Profit & Loss by Class**

	April 2013		TOTAL
	AL FUND		
	Jul '12 - Apr 13	Apr 13	Jul '12 - Apr 13
<b>520 - TEXTBOOKS</b>	17,002.21	73.90	17,002.21
<b>642 - NON-CAP FURN, FIXT &amp; EQUIP</b>	8,851.33	5,499.17	8,851.33
<b>643 - CAP COMPUTER HARDWARE</b>	1,462.99	0.00	1,462.99
<b>644 - NONCAP COMPUTER HARDWARE</b>	12,487.11	1,185.13	12,487.11
<b>692 - NONCAPITALIZED SOFTWARE</b>	7,692.89	2,912.00	7,692.89
<b>730 - DUES AND FEES</b>	862.90	61.10	862.90
<b>790 - MISCELLANEOUS EXPENSES</b>	676.49	125.56	676.49
<b>Total 5100 BASIC (K-12)</b>	<b>641,479.03</b>	<b>78,308.93</b>	<b>641,479.03</b>
<b>5200 - EXCEPTIONAL</b>			
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>	5,682.88	337.50	5,682.88
<b>Total 5200 - EXCEPTIONAL</b>	<b>5,682.88</b>	<b>337.50</b>	<b>5,682.88</b>
<b>6300 - INST &amp; CURR DEV SERVICES</b>			
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>	2,200.00	0.00	2,200.00
<b>Total 6300 - INST &amp; CURR DEV SERVICES</b>	<b>2,200.00</b>	<b>0.00</b>	<b>2,200.00</b>
<b>6400 - INSTRUCT STAFF TRAINING</b>			
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>	715.00	50.00	715.00
<b>330 - TRAVEL</b>	1,879.24	152.00	1,879.24
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>	<b>2,594.24</b>	<b>202.00</b>	<b>2,594.24</b>
<b>7100 - BOARD</b>			
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>	13,339.92	1,209.25	13,339.92
<b>320 - INSURANCE &amp; BOND PREMIUMS</b>	641.23	0.00	641.23
<b>790 - MISCELLANEOUS EXPENSES</b>	1,712.00	0.00	1,712.00
<b>Total 7100 - BOARD</b>	<b>15,693.15</b>	<b>1,209.25</b>	<b>15,693.15</b>
<b>7300 - SCHOOL ADMINISTRATION</b>			
<b>110 - SALARY - ADMINISTRATOR</b>	141,772.57	13,955.72	141,772.57
<b>220 - SOCIAL SECURITY</b>	13,638.04	1,042.86	13,638.04
<b>230 - GROUP INSURANCE</b>	33,753.17	2,337.40	33,753.17
<b>250 - UNEMPLOYMENT</b>	864.92	0.00	864.92
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>	2,298.56	0.00	2,298.56
<b>320-INSURANCE</b>	2,290.50	822.00	2,290.50
<b>330 - TRAVEL</b>	491.90	0.00	491.90
<b>360 - RENTALS</b>	5,131.85	412.10	5,131.85
<b>390 - OTHER PURCHASED SERVICES</b>	7,685.00	1,270.00	7,685.00
<b>510 - SUPPLIES</b>	2,689.43	0.00	2,689.43
<b>730 - DUES &amp; FEES</b>	2,245.38	859.84	2,245.38
<b>790 - MISCELLANEOUS EXPENSES</b>	2,500.37	531.54	2,500.37
<b>Total 7300 - SCHOOL ADMINISTRATION</b>	<b>215,361.69</b>	<b>21,231.46</b>	<b>215,361.69</b>
<b>7400 - FACILITIES ACQ &amp; CONST</b>			

**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss by Class**

	April 2013 AL FUND		TOTAL
	Jul '12 - Apr 13	Apr 13	Jul '12 - Apr 13
630 - BUILDINGS AND FIXED EQUIP	900.30	113,711.28	1,336,614.89
670 - IMPROVE OTHER THAN BLDG	0.00	0.00	6,290.00
680 - REMODELING & RENOVATIONS	2,878.59	0.00	2,878.59
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>3,778.89</b>	<b>113,711.28</b>	<b>1,345,783.48</b>
<b>7500 - FISCAL SERVICES</b>			
310 - PROFESSIONAL & TECHNICAL	10,420.00	220.00	10,420.00
730 - DUES AND FEES	366.01	6.00	366.01
<b>Total 7500 - FISCAL SERVICES</b>	<b>10,786.01</b>	<b>226.00</b>	<b>10,786.01</b>
<b>7800 - TRANSPORTATION</b>			
390 - OTHER PURCHASED SERVICES	13,325.31	0.00	13,325.31
<b>Total 7800 - TRANSPORTATION</b>	<b>13,325.31</b>	<b>0.00</b>	<b>13,325.31</b>
<b>7900 - OPERATION OF PLANT</b>			
320 - INSURANCE & BOND PREMIUMS	20,673.94	0.00	20,673.94
350 - REPAIRS AND MAINTENANCE	11,963.90	1,072.90	11,963.90
370 - COMMUNICATIONS	3,490.62	329.18	3,490.62
380 - UTILITIES	2,987.95	268.18	2,987.95
430 - ELECTRICITY	15,540.06	1,712.30	15,540.06
510 - SUPPLIES	2,255.50	219.40	2,255.50
790 - MISCELLANEOUS	110.00	0.00	110.00
<b>Total 7900 - OPERATION OF PLANT</b>	<b>57,021.97</b>	<b>3,601.96</b>	<b>57,021.97</b>
<b>8100 - MAINTENANCE OF PLANT</b>			
350 - REPAIRS AND MAINTENANCE	2,396.05	140.00	2,396.05
510 - SUPPLIES	119.99	111.35	119.99
<b>Total 8100 - MAINTENANCE OF PLANT</b>	<b>2,516.04</b>	<b>251.35</b>	<b>2,516.04</b>
<b>9200 - DEBT SERVICE</b>			
720 - INTEREST EXPENSE	0.00	4,452.63	17,829.99
790 - RETIREMENT OF PRINCIPAL	0.00	0.00	2,932.35
<b>Total 9200 - DEBT SERVICE</b>	<b>0.00</b>	<b>4,452.63</b>	<b>20,762.34</b>
<b>Payroll Expenses</b>	<b>2,690.00</b>	<b>-1,696.80</b>	<b>0.00</b>
<b>Total Expense</b>	<b>973,129.21</b>	<b>221,835.56</b>	<b>2,333,206.14</b>
<b>Net Ordinary Income</b>	<b>62,441.31</b>	<b>-70,712.95</b>	<b>-716,551.41</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
3720 - LOAN PROCEEDS	0.00	99,059.51	976,856.20
<b>Total Other Income</b>	<b>0.00</b>	<b>99,059.51</b>	<b>976,856.20</b>

### SEBASTIAN CHARTER JUNIOR HIGH Profit & Loss by Class

	April 2013 AL FUND	TOTAL	
	<u>Jul '12 - Apr 13</u>	<u>Apr 13</u>	<u>Jul '12 - Apr 13</u>
Net Other Income	<u>0.00</u>	<u>99,059.51</u>	<u>976,856.20</u>
Net Income	<u><u>62,441.31</u></u>	<u><u>28,346.56</u></u>	<u><u>260,304.79</u></u>

**SEBASTIAN CHARTER JUNIOR HIGH  
 Profit & Loss Budget vs. Actual**

April 2013

**CAPITAL PROJECTS FUND**

	<u>Apr 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>3200 - FEDERAL THRU STATE</b>			
3230 - IDEA FUNDS	0.00		
<b>Total 3200 - FEDERAL THRU STATE</b>	<u>0.00</u>		
<b>3300 - REVENUE THRU STATE</b>			
3390 - CAPITAL OUTLAY	6,026.00	6,084.92	-58.92
<b>Total 3300 - REVENUE THRU STATE</b>	<u>6,026.00</u>	<u>6,084.92</u>	<u>-58.92</u>
<b>3400 - REV FROM LOCAL SOURCES</b>			
3430 - INTEREST-CAPITAL OUTLAY	2.27		
3440 - GIFTS, GRANTS, BEQUESTS	0.00		
3490 - MISC LOCAL SOURCES	0.00		
3495 fundraising activity	0.00		
<b>Total 3400 - REV FROM LOCAL SOURCES</b>	<u>2.27</u>		
<b>IRCS D PASS-THROUGH</b>			
3000 - IRCS D - FUNDING	0.00		
<b>Total IRCS D PASS-THROUGH</b>	<u>0.00</u>		
<b>Total Income</b>	<u>6,028.27</u>	<u>6,084.92</u>	<u>-56.65</u>
<b>Gross Profit</b>	6,028.27	6,084.92	-56.65
<b>Expense</b>			
<b>5100 BASIC (K-12)</b>			
120 - SALARY-TEACHER	0.00		
140 - SALARY - SUBSTITUTE TEACH	0.00		
150 - AIDE	0.00		
160 - OTHER SUPPORT PERSONNEL	0.00		
210 - RETIREMENT	0.00		
220 - SOCIAL SECURITY	0.00		
230 - GROUP INSURANCE	0.00		
240 - WORKER'S COMPENSATION	0.00		
250 - UNEMPLOYMENT	0.00		
310 - PROFESSIONAL & TECHNICAL	0.00		
320 - INSURANCE	0.00		
330 - TRAVEL	0.00		
350 - REPAIRS & MAINTENANCE	0.00		
360 - RENTALS	0.00		
390 - OTHER PURCHASED SERVICES	0.00		
510 - SUPPLIES	0.00		
520 - TEXTBOOKS	0.00		



**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**

April 2013

**CAPITAL PROJECTS FUND**

	<u>Apr 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
641 - CAP. FURN. FIX	0.00		
642 - NON-CAP FURN, FIXT & EQUIP	0.00		
643 - CAP COMPUTER HARDWARE	0.00		
644 - NONCAP COMPUTER HARDWARE	0.00		
691 - CAPITALIZED SOFTWARE	0.00		
692 - NONCAPITALIZED SOFTWARE	0.00		
730 - DUES AND FEES	0.00		
790 - MISCELLANEOUS EXPENSES	0.00		
<b>Total 5100 BASIC (K-12)</b>	<u>0.00</u>		
<b>5200 - EXCEPTIONAL</b>			
120 - SALARY - TEACHER	0.00		
150 - AIDE	0.00		
220 - SOCIAL SECURITY	0.00		
230 - GROUP INSURANCE	0.00		
240 - WORKER'S COMPENSATION	0.00		
250 - UNEMPLOYMENT	0.00		
310 - PROFESSIONAL & TECHNICAL	0.00		
330 - TRAVEL	0.00		
510 - SUPPLIES	0.00		
520-textbooks	0.00		
790 - MISCELLANEOUS	0.00		
<b>Total 5200 - EXCEPTIONAL</b>	<u>0.00</u>		
<b>6300 - INST &amp; CURR DEV SERVICES</b>			
120-salaries	0.00		
220 - SOCIAL SECURITY	0.00		
240 - WORKER'S COMPENSATION	0.00		
250 - UNEMPLOYMENT	0.00		
310 - PROFESSIONAL & TECHNICAL	0.00		
<b>Total 6300 - INST &amp; CURR DEV SERVICES</b>	<u>0.00</u>		
<b>6400 - INSTRUCT STAFF TRAINING</b>			
310 - PROFESSIONAL & TECHNICAL	0.00		
330 - TRAVEL	0.00		
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>	<u>0.00</u>		
<b>7100 - BOARD</b>			
310 - PROFESSIONAL & TECHNICAL	0.00		
320 - INSURANCE & BOND PREMIUMS	0.00		
330 - TRAVEL	0.00		
790 - MISCELLANEOUS EXPENSES	0.00		
<b>Total 7100 - BOARD</b>	<u>0.00</u>		

**SEBASTIAN CHARTER JUNIOR HIGH  
 Profit & Loss Budget vs. Actual**

April 2013

**CAPITAL PROJECTS FUND**

	<u>Apr 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>7300 - SCHOOL ADMINISTRATION</b>			
110 - SALARY - ADMINISTRATOR	0.00		
160 - OTHER SUPPORT PERSONNEL	0.00		
220 - SOCIAL SECURITY	0.00		
230 - GROUP INSURANCE	0.00		
240 - WORKER'S COMPENSATION	0.00		
250 - UNEMPLOYMENT	0.00		
310 - PROFESSIONAL & TECHNICAL	0.00		
320-INSURANCE	0.00		
330 - TRAVEL	0.00		
350 - REPAIRS & MAINTENANCE	0.00		
360 - RENTALS	0.00		
390 - OTHER PURCHASED SERVICES	0.00		
510 - SUPPLIES	0.00		
644 - NON CAP COMPUTER HARDWARE	0.00		
730 - DUES & FEES	0.00		
790 - MISCELLANEOUS EXPENSES	0.00		
<b>Total 7300 - SCHOOL ADMINISTRATION</b>	<b>0.00</b>		
<b>7400 - FACILITIES ACQ &amp; CONST</b>			
630 - BUILDINGS AND FIXED EQUIP	113,711.28	221,040.58	-107,329.30
670 - IMPROVE OTHER THAN BLDG	0.00	32,591.67	-32,591.67
680 - REMODELING & RENOVATIONS	0.00		
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>113,711.28</b>	<b>253,632.25</b>	<b>-139,920.97</b>
<b>7500 - FISCAL SERVICES</b>			
310 - PROFESSIONAL & TECHNICAL	0.00		
692 - NONCAPITALIZED SOFTWARE	0.00		
730 - DUES AND FEES	0.00		
790 - MISCELLANEOUS EXPENSES	0.00		
<b>Total 7500 - FISCAL SERVICES</b>	<b>0.00</b>		
<b>7800 - TRANSPORTATION</b>			
390 - OTHER PURCHASED SERVICES	0.00		
<b>Total 7800 - TRANSPORTATION</b>	<b>0.00</b>		
<b>7900 - OPERATION OF PLANT</b>			
160 - OTHER SUPPORT PERSONNEL	0.00		
320 - INSURANCE & BOND PREMIUMS	0.00		
350 - REPAIRS AND MAINTENANCE	0.00		
370 - COMMUNICATIONS	0.00		
380 - UTILITIES	0.00		
390 - OTHER PURCHASED SERVICES	0.00		

**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**

April 2013

CAPITAL PROJECTS FUND

	<u>Apr 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
430 - ELECTRICITY	0.00		
510 - SUPPLIES	0.00		
790 - MISCELLANEOUS	0.00		
<b>Total 7900 - OPERATION OF PLANT</b>	<b>0.00</b>		
8100 - MAINTENANCE OF PLANT			
350 - REPAIRS AND MAINTENANCE	0.00		
510 - SUPPLIES	0.00		
<b>Total 8100 - MAINTENANCE OF PLANT</b>	<b>0.00</b>		
9200 - DEBT SERVICE			
720 - INTEREST EXPENSE	4,452.63	4,848.25	-395.62
<b>Total 9200 - DEBT SERVICE</b>	<b>4,452.63</b>	<b>4,848.25</b>	<b>-395.62</b>
Payroll Expenses	0.00		
<b>Total Expense</b>	<b>118,163.91</b>	<b>258,480.50</b>	<b>-140,316.59</b>
<b>Net Ordinary Income</b>	<b>-112,135.64</b>	<b>-252,395.58</b>	<b>140,259.94</b>
Other Income/Expense			
Other Income			
3720 - LOAN PROCEEDS	99,059.51	204,854.83	-105,795.32
<b>Total Other Income</b>	<b>99,059.51</b>	<b>204,854.83</b>	<b>-105,795.32</b>
<b>Net Other Income</b>	<b>99,059.51</b>	<b>204,854.83</b>	<b>-105,795.32</b>
<b>Net Income</b>	<b>-13,076.13</b>	<b>-47,540.75</b>	<b>34,464.62</b>

**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**

April 2013

GENE

	<u>% of Budget</u>	<u>Apr 13</u>	<u>Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
3200 - FEDERAL THRU STATE			
3230 - IDEA FUNDS		3,627.35	
<b>Total 3200 - FEDERAL THRU STATE</b>		<b>3,627.35</b>	
3300 - REVENUE THRU STATE			
3390 - CAPITAL OUTLAY	99.03%	0.00	
<b>Total 3300 - REVENUE THRU STATE</b>	<b>99.03%</b>	<b>0.00</b>	
3400 - REV FROM LOCAL SOURCES			
3430 - INTEREST-CAPITAL OUTLAY		0.00	
3440 - GIFTS, GRANTS, BEQUESTS		50,980.00	9,701.83
3490 - MISC LOCAL SOURCES		537.71	833.33
3495 fundraising activity		0.00	750.00
<b>Total 3400 - REV FROM LOCAL SOURCES</b>		<b>51,517.71</b>	<b>11,285.16</b>
IRCS D PASS-THROUGH			
3000 - IRCS D - FUNDING		89,949.28	90,200.42
<b>Total IRCS D PASS-THROUGH</b>		<b>89,949.28</b>	<b>90,200.42</b>
<b>Total Income</b>	<b>99.07%</b>	<b>145,094.34</b>	<b>101,485.58</b>
<b>Gross Profit</b>	<b>99.07%</b>	<b>145,094.34</b>	<b>101,485.58</b>
<b>Expense</b>			
5100 BASIC (K-12)			
120 - SALARY-TEACHER		43,637.82	35,581.08
140 - SALARY - SUBSTITUTE TEACH		4,344.22	3,916.67
150 - AIDE		1,300.00	143.00
160 - OTHER SUPPORT PERSONNEL		82.34	10.42
210 - RETIREMENT		0.00	333.33
220 - SOCIAL SECURITY		3,625.86	3,032.50
230 - GROUP INSURANCE		6,044.30	3,624.67
240 - WORKER'S COMPENSATION		0.00	200.58
250 - UNEMPLOYMENT		6,257.88	616.67
310 - PROFESSIONAL & TECHNICAL		0.00	666.67
320 - INSURANCE		248.00	537.50
330 - TRAVEL		0.00	83.33
350 - REPAIRS & MAINTENANCE		0.00	33.33
360 - RENTALS		259.17	
390 - OTHER PURCHASED SERVICES		88.00	758.33
510 - SUPPLIES		2,564.48	2,083.33
520 - TEXTBOOKS		73.90	1,458.33

**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**

April 2013

GENE

	<u>% of Budget</u>	<u>Apr 13</u>	<u>Budget</u>
641 - CAP. FURN. FIX		0.00	333.33
642 - NON-CAP FURN, FIXT & EQUIP		5,499.17	8,550.00
643 - CAP COMPUTER HARDWARE		0.00	83.33
644 - NONCAP COMPUTER HARDWARE		1,185.13	1,000.00
691 - CAPITALIZED SOFTWARE		0.00	41.67
692 - NONCAPITALIZED SOFTWARE		2,912.00	425.00
730 - DUES AND FEES		61.10	125.00
790 - MISCELLANEOUS EXPENSES		125.56	141.67
<b>Total 5100 BASIC (K-12)</b>		<b>78,308.93</b>	<b>63,779.74</b>
<b>5200 - EXCEPTIONAL</b>			
120 - SALARY - TEACHER		0.00	3,823.83
150 - AIDE		0.00	1,170.00
220 - SOCIAL SECURITY		0.00	382.00
230 - GROUP INSURANCE		0.00	1,436.75
240 - WORKER'S COMPENSATION		0.00	68.08
250 - UNEMPLOYMENT		0.00	19.00
310 - PROFESSIONAL & TECHNICAL		337.50	666.67
330 - TRAVEL		0.00	8.33
510 - SUPPLIES		0.00	41.67
520-textbooks		0.00	8.33
790 - MISCELLANEOUS		0.00	8.33
<b>Total 5200 - EXCEPTIONAL</b>		<b>337.50</b>	<b>7,632.99</b>
<b>6300 - INST &amp; CURR DEV SERVICES</b>			
120-salaries		0.00	200.00
220 - SOCIAL SECURITY		0.00	15.33
240 - WORKER'S COMPENSATION		0.00	2.58
250 - UNEMPLOYMENT		0.00	3.83
310 - PROFESSIONAL & TECHNICAL		0.00	750.00
<b>Total 6300 - INST &amp; CURR DEV SERVICES</b>		<b>0.00</b>	<b>971.74</b>
<b>6400 - INSTRUCT STAFF TRAINING</b>			
310 - PROFESSIONAL & TECHNICAL		50.00	25.00
330 - TRAVEL		152.00	133.33
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>		<b>202.00</b>	<b>158.33</b>
<b>7100 - BOARD</b>			
310 - PROFESSIONAL & TECHNICAL		1,209.25	1,416.67
320 - INSURANCE & BOND PREMIUMS		0.00	308.33
330 - TRAVEL		0.00	8.33
790 - MISCELLANEOUS EXPENSES		0.00	20.83
<b>Total 7100 - BOARD</b>		<b>1,209.25</b>	<b>1,754.16</b>



**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**

April 2013

GENE

	<u>% of Budget</u>	<u>Apr 13</u>	<u>Budget</u>
<b>7300 - SCHOOL ADMINISTRATION</b>			
110 - SALARY - ADMINISTRATOR		13,955.72	11,130.75
160 - OTHER SUPPORT PERSONNEL		0.00	4,317.08
220 - SOCIAL SECURITY		1,042.86	1,181.75
230 - GROUP INSURANCE		2,337.40	3,431.25
240 - WORKER'S COMPENSATION		0.00	65.42
250 - UNEMPLOYMENT		0.00	191.67
310 - PROFESSIONAL & TECHNICAL		0.00	75.00
320-INSURANCE		822.00	69.25
330 - TRAVEL		0.00	50.00
350 - REPAIRS & MAINTENANCE		0.00	8.33
360 - RENTALS		412.10	541.67
390 - OTHER PURCHASED SERVICES		1,270.00	400.00
510 - SUPPLIES		0.00	458.33
644 - NON CAP COMPUTER HARDWARE		0.00	41.67
730 - DUES & FEES		859.84	108.33
790 - MISCELLANEOUS EXPENSES		531.54	150.00
<b>Total 7300 - SCHOOL ADMINISTRATION</b>		<b>21,231.46</b>	<b>22,220.50</b>
<b>7400 - FACILITIES ACQ &amp; CONST</b>			
630 - BUILDINGS AND FIXED EQUIP	51.44%	0.00	
670 - IMPROVE OTHER THAN BLDG	0.0%	0.00	
680 - REMODELING & RENOVATIONS		0.00	208.33
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>44.83%</b>	<b>0.00</b>	<b>208.33</b>
<b>7500 - FISCAL SERVICES</b>			
310 - PROFESSIONAL & TECHNICAL		220.00	1,041.67
692 - NONCAPITALIZED SOFTWARE		0.00	33.42
730 - DUES AND FEES		6.00	162.50
790 - MISCELLANEOUS EXPENSES		0.00	8.33
<b>Total 7500 - FISCAL SERVICES</b>		<b>226.00</b>	<b>1,245.92</b>
<b>7800 - TRANSPORTATION</b>			
390 - OTHER PURCHASED SERVICES		0.00	1,916.67
<b>Total 7800 - TRANSPORTATION</b>		<b>0.00</b>	<b>1,916.67</b>
<b>7900 - OPERATION OF PLANT</b>			
160 - OTHER SUPPORT PERSONNEL		0.00	41.67
320 - INSURANCE & BOND PREMIUMS		0.00	1,958.33
350 - REPAIRS AND MAINTENANCE		1,072.90	666.67
370 - COMMUNICATIONS		329.18	400.00
380 - UTILITIES		268.18	333.33
390 - OTHER PURCHASED SERVICES		0.00	233.33

**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**

April 2013

GENE

	<u>% of Budget</u>	<u>Apr 13</u>	<u>Budget</u>
430 - ELECTRICITY		1,712.30	2,083.33
510 - SUPPLIES		219.40	258.33
790 - MISCELLANEOUS		0.00	16.67
<b>Total 7900 - OPERATION OF PLANT</b>		<b>3,601.96</b>	<b>5,991.66</b>
8100 - MAINTENANCE OF PLANT			
350 - REPAIRS AND MAINTENANCE		140.00	416.67
510 - SUPPLIES		111.35	8.33
<b>Total 8100 - MAINTENANCE OF PLANT</b>		<b>251.35</b>	<b>425.00</b>
9200 - DEBT SERVICE			
720 - INTEREST EXPENSE	91.84%	0.00	
<b>Total 9200 - DEBT SERVICE</b>	<b>91.84%</b>	<b>0.00</b>	
Payroll Expenses		-1,696.80	
<b>Total Expense</b>	<b>45.72%</b>	<b>103,671.65</b>	<b>106,305.04</b>
<b>Net Ordinary Income</b>	<b>44.43%</b>	<b>41,422.69</b>	<b>-4,819.46</b>
Other Income/Expense			
Other Income			
3720 - LOAN PROCEEDS	48.36%	0.00	
<b>Total Other Income</b>	<b>48.36%</b>	<b>0.00</b>	
<b>Net Other Income</b>	<b>48.36%</b>	<b>0.00</b>	
<b>Net Income</b>	<b>27.51%</b>	<b>41,422.69</b>	<b>-4,819.46</b>

## SEBASTIAN CHARTER JUNIOR HIGH Profit & Loss Budget vs. Actual

April 2013  
FUND

	\$ Over Budget	% of Budget	Apr 13
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
3200 - FEDERAL THRU STATE			
3230 - IDEA FUNDS			3,627.35
<b>Total 3200 - FEDERAL THRU STATE</b>			<b>3,627.35</b>
3300 - REVENUE THRU STATE			
3390 - CAPITAL OUTLAY			6,026.00
<b>Total 3300 - REVENUE THRU STATE</b>			<b>6,026.00</b>
3400 - REV FROM LOCAL SOURCES			
3430 - INTEREST-CAPITAL OUTLAY			2.27
3440 - GIFTS, GRANTS, BEQUESTS	41,278.17	525.47%	50,980.00
3490 - MISC LOCAL SOURCES	-295.62	64.53%	537.71
3495 fundraising activity	-750.00	0.0%	0.00
<b>Total 3400 - REV FROM LOCAL SOURCES</b>	<b>40,232.55</b>	<b>456.51%</b>	<b>51,519.98</b>
IRCS D PASS-THROUGH			
3000 - IRCS D - FUNDING	-251.14	99.72%	89,949.28
<b>Total IRCS D PASS-THROUGH</b>	<b>-251.14</b>	<b>99.72%</b>	<b>89,949.28</b>
<b>Total Income</b>	<b>43,608.76</b>	<b>142.97%</b>	<b>151,122.61</b>
<b>Gross Profit</b>	<b>43,608.76</b>	<b>142.97%</b>	<b>151,122.61</b>
<b>Expense</b>			
5100 BASIC (K-12)			
120 - SALARY-TEACHER	8,056.74	122.64%	43,637.82
140 - SALARY - SUBSTITUTE TEACH	427.55	110.92%	4,344.22
150 - AIDE	1,157.00	909.09%	1,300.00
160 - OTHER SUPPORT PERSONNEL	71.92	790.21%	82.34
210 - RETIREMENT	-333.33	0.0%	0.00
220 - SOCIAL SECURITY	593.36	119.57%	3,625.86
230 - GROUP INSURANCE	2,419.63	166.75%	6,044.30
240 - WORKER'S COMPENSATION	-200.58	0.0%	0.00
250 - UNEMPLOYMENT	5,641.21	1,014.79%	6,257.88
310 - PROFESSIONAL & TECHNICAL	-666.67	0.0%	0.00
320 - INSURANCE	-289.50	46.14%	248.00
330 - TRAVEL	-83.33	0.0%	0.00
350 - REPAIRS & MAINTENANCE	-33.33	0.0%	0.00
360 - RENTALS			259.17
390 - OTHER PURCHASED SERVICES	-670.33	11.6%	88.00
510 - SUPPLIES	481.15	123.1%	2,564.48
520 - TEXTBOOKS	-1,384.43	5.07%	73.90

**SEBASTIAN CHARTER JUNIOR HIGH  
Profit & Loss Budget vs. Actual**

April 2013  
REAL FUND

	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Apr 13</u>
<b>641 - CAP. FURN. FIX</b>	-333.33	0.0%	0.00
<b>642 - NON-CAP FURN, FIXT &amp; EQUIP</b>	-3,050.83	64.32%	5,499.17
<b>643 - CAP COMPUTER HARDWARE</b>	-83.33	0.0%	0.00
<b>644 - NONCAP COMPUTER HARDWARE</b>	185.13	118.51%	1,185.13
<b>691 - CAPITALIZED SOFTWARE</b>	-41.67	0.0%	0.00
<b>692 - NONCAPITALIZED SOFTWARE</b>	2,487.00	685.18%	2,912.00
<b>730 - DUES AND FEES</b>	-63.90	48.88%	61.10
<b>790 - MISCELLANEOUS EXPENSES</b>	-16.11	88.63%	125.56
<b>Total 5100 BASIC (K-12)</b>	<u>14,529.19</u>	<u>122.78%</u>	<u>78,308.93</u>
<b>5200 - EXCEPTIONAL</b>			
<b>120 - SALARY - TEACHER</b>	-3,823.83	0.0%	0.00
<b>150 - AIDE</b>	-1,170.00	0.0%	0.00
<b>220 - SOCIAL SECURITY</b>	-382.00	0.0%	0.00
<b>230 - GROUP INSURANCE</b>	-1,436.75	0.0%	0.00
<b>240 - WORKER'S COMPENSATION</b>	-68.08	0.0%	0.00
<b>250 - UNEMPLOYMENT</b>	-19.00	0.0%	0.00
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>	-329.17	50.63%	337.50
<b>330 - TRAVEL</b>	-8.33	0.0%	0.00
<b>510 - SUPPLIES</b>	-41.67	0.0%	0.00
<b>520-textbooks</b>	-8.33	0.0%	0.00
<b>790 - MISCELLANEOUS</b>	-8.33	0.0%	0.00
<b>Total 5200 - EXCEPTIONAL</b>	<u>-7,295.49</u>	<u>4.42%</u>	<u>337.50</u>
<b>6300 - INST &amp; CURR DEV SERVICES</b>			
<b>120-salaries</b>	-200.00	0.0%	0.00
<b>220 - SOCIAL SECURITY</b>	-15.33	0.0%	0.00
<b>240 - WORKER'S COMPENSATION</b>	-2.58	0.0%	0.00
<b>250 - UNEMPLOYMENT</b>	-3.83	0.0%	0.00
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>	-750.00	0.0%	0.00
<b>Total 6300 - INST &amp; CURR DEV SERVICES</b>	<u>-971.74</u>	<u>0.0%</u>	<u>0.00</u>
<b>6400 - INSTRUCT STAFF TRAINING</b>			
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>	25.00	200.0%	50.00
<b>330 - TRAVEL</b>	18.67	114.0%	152.00
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>	<u>43.67</u>	<u>127.58%</u>	<u>202.00</u>
<b>7100 - BOARD</b>			
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>	-207.42	85.36%	1,209.25
<b>320 - INSURANCE &amp; BOND PREMIUMS</b>	-308.33	0.0%	0.00
<b>330 - TRAVEL</b>	-8.33	0.0%	0.00
<b>790 - MISCELLANEOUS EXPENSES</b>	-20.83	0.0%	0.00
<b>Total 7100 - BOARD</b>	<u>-544.91</u>	<u>68.94%</u>	<u>1,209.25</u>

**SEBASTIAN CHARTER JUNIOR HIGH  
Profit & Loss Budget vs. Actual**

April 2013  
FUND

	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Apr 13</u>
<b>7300 - SCHOOL ADMINISTRATION</b>			
110 - SALARY - ADMINISTRATOR	2,824.97	125.38%	13,955.72
160 - OTHER SUPPORT PERSONNEL	-4,317.08	0.0%	0.00
220 - SOCIAL SECURITY	-138.89	88.25%	1,042.86
230 - GROUP INSURANCE	-1,093.85	68.12%	2,337.40
240 - WORKER'S COMPENSATION	-65.42	0.0%	0.00
250 - UNEMPLOYMENT	-191.67	0.0%	0.00
310 - PROFESSIONAL & TECHNICAL	-75.00	0.0%	0.00
320-INSURANCE	752.75	1,187.0%	822.00
330 - TRAVEL	-50.00	0.0%	0.00
350 - REPAIRS & MAINTENANCE	-8.33	0.0%	0.00
360 - RENTALS	-129.57	76.08%	412.10
390 - OTHER PURCHASED SERVICES	870.00	317.5%	1,270.00
510 - SUPPLIES	-458.33	0.0%	0.00
644 - NON CAP COMPUTER HARDWARE	-41.67	0.0%	0.00
730 - DUES & FEES	751.51	793.72%	859.84
790 - MISCELLANEOUS EXPENSES	381.54	354.36%	531.54
<b>Total 7300 - SCHOOL ADMINISTRATION</b>	<b>-989.04</b>	<b>95.55%</b>	<b>21,231.46</b>
<b>7400 - FACILITIES ACQ &amp; CONST</b>			
630 - BUILDINGS AND FIXED EQUIP			113,711.28
670 - IMPROVE OTHER THAN BLDG			0.00
680 - REMODELING & RENOVATIONS	-208.33	0.0%	0.00
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>-208.33</b>	<b>0.0%</b>	<b>113,711.28</b>
<b>7500 - FISCAL SERVICES</b>			
310 - PROFESSIONAL & TECHNICAL	-821.67	21.12%	220.00
692 - NONCAPITALIZED SOFTWARE	-33.42	0.0%	0.00
730 - DUES AND FEES	-156.50	3.69%	6.00
790 - MISCELLANEOUS EXPENSES	-8.33	0.0%	0.00
<b>Total 7500 - FISCAL SERVICES</b>	<b>-1,019.92</b>	<b>18.14%</b>	<b>226.00</b>
<b>7800 - TRANSPORTATION</b>			
390 - OTHER PURCHASED SERVICES	-1,916.67	0.0%	0.00
<b>Total 7800 - TRANSPORTATION</b>	<b>-1,916.67</b>	<b>0.0%</b>	<b>0.00</b>
<b>7900 - OPERATION OF PLANT</b>			
160 - OTHER SUPPORT PERSONNEL	-41.67	0.0%	0.00
320 - INSURANCE & BOND PREMIUMS	-1,958.33	0.0%	0.00
350 - REPAIRS AND MAINTENANCE	406.23	160.93%	1,072.90
370 - COMMUNICATIONS	-70.82	82.3%	329.18
380 - UTILITIES	-65.15	80.46%	268.18
390 - OTHER PURCHASED SERVICES	-233.33	0.0%	0.00



**SEBASTIAN CHARTER JUNIOR HIGH  
 Profit & Loss Budget vs. Actual**

April 2013  
 RAL FUND

	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Apr 13</u>
430 - ELECTRICITY	-371.03	82.19%	1,712.30
510 - SUPPLIES	-38.93	84.93%	219.40
790 - MISCELLANEOUS	-16.67	0.0%	0.00
<b>Total 7900 - OPERATION OF PLANT</b>	<b>-2,389.70</b>	<b>60.12%</b>	<b>3,601.96</b>
<b>8100 - MAINTENANCE OF PLANT</b>			
350 - REPAIRS AND MAINTENANCE	-276.67	33.6%	140.00
510 - SUPPLIES	103.02	1,336.74%	111.35
<b>Total 8100 - MAINTENANCE OF PLANT</b>	<b>-173.65</b>	<b>59.14%</b>	<b>251.35</b>
<b>9200 - DEBT SERVICE</b>			
720 - INTEREST EXPENSE			4,452.63
<b>Total 9200 - DEBT SERVICE</b>			<b>4,452.63</b>
<b>Payroll Expenses</b>			<b>-1,696.80</b>
<b>Total Expense</b>	<b>-2,633.39</b>	<b>97.52%</b>	<b>221,835.56</b>
<b>Net Ordinary Income</b>	<b>46,242.15</b>	<b>-859.49%</b>	<b>-70,712.95</b>
<b>Other Income/Expense</b>			
Other Income			
3720 - LOAN PROCEEDS			99,059.51
<b>Total Other Income</b>			<b>99,059.51</b>
<b>Net Other Income</b>			<b>99,059.51</b>
<b>Net Income</b>	<b>46,242.15</b>	<b>-859.49%</b>	<b>28,346.56</b>

## SEBASTIAN CHARTER JUNIOR HIGH Profit & Loss Budget vs. Actual

April 2013

	TOTAL		
	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>3200 - FEDERAL THRU STATE</b>			
3230 - IDEA FUNDS	0.00	3,627.35	100.0%
<b>Total 3200 - FEDERAL THRU STATE</b>	<b>0.00</b>	<b>3,627.35</b>	<b>100.0%</b>
<b>3300 - REVENUE THRU STATE</b>			
3390 - CAPITAL OUTLAY	6,084.92	-58.92	99.03%
<b>Total 3300 - REVENUE THRU STATE</b>	<b>6,084.92</b>	<b>-58.92</b>	<b>99.03%</b>
<b>3400 - REV FROM LOCAL SOURCES</b>			
3430 - INTEREST-CAPITAL OUTLAY	0.00	2.27	100.0%
3440 - GIFTS, GRANTS, BEQUESTS	9,701.83	41,278.17	525.47%
3490 - MISC LOCAL SOURCES	833.33	-295.62	64.53%
3495 fundraising activity	750.00	-750.00	0.0%
<b>Total 3400 - REV FROM LOCAL SOURCES</b>	<b>11,285.16</b>	<b>40,234.82</b>	<b>456.53%</b>
<b>IRCS D PASS-THROUGH</b>			
3000 - IRCS D - FUNDING	90,200.42	-251.14	99.72%
<b>Total IRCS D PASS-THROUGH</b>	<b>90,200.42</b>	<b>-251.14</b>	<b>99.72%</b>
<b>Total Income</b>	<b>107,570.50</b>	<b>43,552.11</b>	<b>140.49%</b>
<b>Gross Profit</b>	<b>107,570.50</b>	<b>43,552.11</b>	<b>140.49%</b>
<b>Expense</b>			
<b>5100 BASIC (K-12)</b>			
120 - SALARY-TEACHER	35,581.08	8,056.74	122.64%
140 - SALARY - SUBSTITUTE TEACH	3,916.67	427.55	110.92%
150 - AIDE	143.00	1,157.00	909.09%
160 - OTHER SUPPORT PERSONNEL	10.42	71.92	790.21%
210 - RETIREMENT	333.33	-333.33	0.0%
220 - SOCIAL SECURITY	3,032.50	593.36	119.57%
230 - GROUP INSURANCE	3,624.67	2,419.63	166.75%
240 - WORKER'S COMPENSATION	200.58	-200.58	0.0%
250 - UNEMPLOYMENT	616.67	5,641.21	1,014.79%
310 - PROFESSIONAL & TECHNICAL	666.67	-666.67	0.0%
320 - INSURANCE	537.50	-289.50	46.14%
330 - TRAVEL	83.33	-83.33	0.0%
350 - REPAIRS & MAINTENANCE	33.33	-33.33	0.0%
360 - RENTALS	0.00	259.17	100.0%
390 - OTHER PURCHASED SERVICES	758.33	-670.33	11.6%
510 - SUPPLIES	2,083.33	481.15	123.1%
520 - TEXTBOOKS	1,458.33	-1,384.43	5.07%

## SEBASTIAN CHARTER JUNIOR HIGH Profit & Loss Budget vs. Actual

April 2013

	TOTAL		
	Budget	\$ Over Budget	% of Budget
641 - CAP. FURN. FIX	333.33	-333.33	0.0%
642 - NON-CAP FURN, FIXT & EQUIP	8,550.00	-3,050.83	64.32%
643 - CAP COMPUTER HARDWARE	83.33	-83.33	0.0%
644 - NONCAP COMPUTER HARDWARE	1,000.00	185.13	118.51%
691 - CAPITALIZED SOFTWARE	41.67	-41.67	0.0%
692 - NONCAPITALIZED SOFTWARE	425.00	2,487.00	685.18%
730 - DUES AND FEES	125.00	-63.90	48.88%
790 - MISCELLANEOUS EXPENSES	141.67	-16.11	88.63%
<b>Total 5100 BASIC (K-12)</b>	<b>63,779.74</b>	<b>14,529.19</b>	<b>122.78%</b>
<b>5200 - EXCEPTIONAL</b>			
120 - SALARY - TEACHER	3,823.83	-3,823.83	0.0%
150 - AIDE	1,170.00	-1,170.00	0.0%
220 - SOCIAL SECURITY	382.00	-382.00	0.0%
230 - GROUP INSURANCE	1,436.75	-1,436.75	0.0%
240 - WORKER'S COMPENSATION	68.08	-68.08	0.0%
250 - UNEMPLOYMENT	19.00	-19.00	0.0%
310 - PROFESSIONAL & TECHNICAL	666.67	-329.17	50.63%
330 - TRAVEL	8.33	-8.33	0.0%
510 - SUPPLIES	41.67	-41.67	0.0%
520-textbooks	8.33	-8.33	0.0%
790 - MISCELLANEOUS	8.33	-8.33	0.0%
<b>Total 5200 - EXCEPTIONAL</b>	<b>7,632.99</b>	<b>-7,295.49</b>	<b>4.42%</b>
<b>6300 - INST &amp; CURR DEV SERVICES</b>			
120-salaries	200.00	-200.00	0.0%
220 - SOCIAL SECURITY	15.33	-15.33	0.0%
240 - WORKER'S COMPENSATION	2.58	-2.58	0.0%
250 - UNEMPLOYMENT	3.83	-3.83	0.0%
310 - PROFESSIONAL & TECHNICAL	750.00	-750.00	0.0%
<b>Total 6300 - INST &amp; CURR DEV SERVICES</b>	<b>971.74</b>	<b>-971.74</b>	<b>0.0%</b>
<b>6400 - INSTRUCT STAFF TRAINING</b>			
310 - PROFESSIONAL & TECHNICAL	25.00	25.00	200.0%
330 - TRAVEL	133.33	18.67	114.0%
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>	<b>158.33</b>	<b>43.67</b>	<b>127.58%</b>
<b>7100 - BOARD</b>			
310 - PROFESSIONAL & TECHNICAL	1,416.67	-207.42	85.36%
320 - INSURANCE & BOND PREMIUMS	308.33	-308.33	0.0%
330 - TRAVEL	8.33	-8.33	0.0%
790 - MISCELLANEOUS EXPENSES	20.83	-20.83	0.0%
<b>Total 7100 - BOARD</b>	<b>1,754.16</b>	<b>-544.91</b>	<b>68.94%</b>

**SEBASTIAN CHARTER JUNIOR HIGH  
Profit & Loss Budget vs. Actual**

April 2013

TOTAL

	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>7300 - SCHOOL ADMINISTRATION</b>			
110 - SALARY - ADMINISTRATOR	11,130.75	2,824.97	125.38%
160 - OTHER SUPPORT PERSONNEL	4,317.08	-4,317.08	0.0%
220 - SOCIAL SECURITY	1,181.75	-138.89	88.25%
230 - GROUP INSURANCE	3,431.25	-1,093.85	68.12%
240 - WORKER'S COMPENSATION	65.42	-65.42	0.0%
250 - UNEMPLOYMENT	191.67	-191.67	0.0%
310 - PROFESSIONAL & TECHNICAL	75.00	-75.00	0.0%
320-INSURANCE	69.25	752.75	1,187.0%
330 - TRAVEL	50.00	-50.00	0.0%
350 - REPAIRS & MAINTENANCE	8.33	-8.33	0.0%
360 - RENTALS	541.67	-129.57	76.08%
390 - OTHER PURCHASED SERVICES	400.00	870.00	317.5%
510 - SUPPLIES	458.33	-458.33	0.0%
644 - NON CAP COMPUTER HARDWARE	41.67	-41.67	0.0%
730 - DUES & FEES	108.33	751.51	793.72%
790 - MISCELLANEOUS EXPENSES	150.00	381.54	354.36%
<b>Total 7300 - SCHOOL ADMINISTRATION</b>	<b>22,220.50</b>	<b>-989.04</b>	<b>95.55%</b>
<b>7400 - FACILITIES ACQ &amp; CONST</b>			
630 - BUILDINGS AND FIXED EQUIP	221,040.58	-107,329.30	51.44%
670 - IMPROVE OTHER THAN BLDG	32,591.67	-32,591.67	0.0%
680 - REMODELING & RENOVATIONS	208.33	-208.33	0.0%
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>253,840.58</b>	<b>-140,129.30</b>	<b>44.8%</b>
<b>7500 - FISCAL SERVICES</b>			
310 - PROFESSIONAL & TECHNICAL	1,041.67	-821.67	21.12%
692 - NONCAPITALIZED SOFTWARE	33.42	-33.42	0.0%
730 - DUES AND FEES	162.50	-156.50	3.69%
790 - MISCELLANEOUS EXPENSES	8.33	-8.33	0.0%
<b>Total 7500 - FISCAL SERVICES</b>	<b>1,245.92</b>	<b>-1,019.92</b>	<b>18.14%</b>
<b>7800 - TRANSPORTATION</b>			
390 - OTHER PURCHASED SERVICES	1,916.67	-1,916.67	0.0%
<b>Total 7800 - TRANSPORTATION</b>	<b>1,916.67</b>	<b>-1,916.67</b>	<b>0.0%</b>
<b>7900 - OPERATION OF PLANT</b>			
160 - OTHER SUPPORT PERSONNEL	41.67	-41.67	0.0%
320 - INSURANCE & BOND PREMIUMS	1,958.33	-1,958.33	0.0%
350 - REPAIRS AND MAINTENANCE	666.67	406.23	160.93%
370 - COMMUNICATIONS	400.00	-70.82	82.3%
380 - UTILITIES	333.33	-65.15	80.46%
390 - OTHER PURCHASED SERVICES	233.33	-233.33	0.0%

## SEBASTIAN CHARTER JUNIOR HIGH Profit & Loss Budget vs. Actual

April 2013

TOTAL

	Budget	\$ Over Budget	% of Budget
430 - ELECTRICITY	2,083.33	-371.03	82.19%
510 - SUPPLIES	258.33	-38.93	84.93%
790 - MISCELLANEOUS	16.67	-16.67	0.0%
<b>Total 7900 - OPERATION OF PLANT</b>	<b>5,991.66</b>	<b>-2,389.70</b>	<b>60.12%</b>
<b>8100 - MAINTENANCE OF PLANT</b>			
350 - REPAIRS AND MAINTENANCE	416.67	-276.67	33.6%
510 - SUPPLIES	8.33	103.02	1,336.74%
<b>Total 8100 - MAINTENANCE OF PLANT</b>	<b>425.00</b>	<b>-173.65</b>	<b>59.14%</b>
<b>9200 - DEBT SERVICE</b>			
720 - INTEREST EXPENSE	4,848.25	-395.62	91.84%
<b>Total 9200 - DEBT SERVICE</b>	<b>4,848.25</b>	<b>-395.62</b>	<b>91.84%</b>
Payroll Expenses	0.00	-1,696.80	100.0%
<b>Total Expense</b>	<b>364,785.54</b>	<b>-142,949.98</b>	<b>60.81%</b>
<b>Net Ordinary Income</b>	<b>-257,215.04</b>	<b>186,502.09</b>	<b>27.49%</b>
<b>Other Income/Expense</b>			
Other Income			
3720 - LOAN PROCEEDS	204,854.83	-105,795.32	48.36%
<b>Total Other Income</b>	<b>204,854.83</b>	<b>-105,795.32</b>	<b>48.36%</b>
<b>Net Other Income</b>	<b>204,854.83</b>	<b>-105,795.32</b>	<b>48.36%</b>
<b>Net Income</b>	<b>-52,360.21</b>	<b>80,706.77</b>	<b>-54.14%</b>



**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**

July 2012 through April 2013

**CAPITAL PROJECTS FUND**

	<u>Jul '12 - Apr 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>3200 - FEDERAL THRU STATE</b>			
3230 - IDEA FUNDS	0.00		
<b>Total 3200 - FEDERAL THRU STATE</b>	<u>0.00</u>		
<b>3300 - REVENUE THRU STATE</b>			
3390 - CAPITAL OUTLAY	54,762.00	60,849.16	-6,087.16
<b>Total 3300 - REVENUE THRU STATE</b>	<u>54,762.00</u>	<u>60,849.16</u>	<u>-6,087.16</u>
<b>3400 - REV FROM LOCAL SOURCES</b>			
3413 - DISTRICT SCHOOL TAX	325,698.26	328,002.00	-2,303.74
3430 - INTEREST-CAPITAL OUTLAY	47.61		
3434 - INTEREST INCOME-DSTP	154.16		
3440 - GIFTS, GRANTS, BEQUESTS	200,422.18		
3490 - MISC LOCAL SOURCES	0.00		
3495 fundraisng activity	0.00		
<b>Total 3400 - REV FROM LOCAL SOURCES</b>	<u>526,322.21</u>	<u>328,002.00</u>	<u>198,320.21</u>
<b>IRCS D PASS-THROUGH</b>			
3000 - IRCS D - FUNDING	0.00		
3361 - SCHOOL RECOGNITION	0.00		
<b>Total IRCS D PASS-THROUGH</b>	<u>0.00</u>		
<b>Total Income</b>	<u>581,084.21</u>	<u>388,851.16</u>	<u>192,233.05</u>
<b>Gross Profit</b>	581,084.21	388,851.16	192,233.05
<b>Expense</b>			
<b>5100 BASIC (K-12)</b>			
120 - SALARY-TEACHER	0.00		
140 - SALARY - SUBSTITUTE TEACH	0.00		
150 - AIDE	0.00		
160 - OTHER SUPPORT PERSONNEL	0.00		
210 - RETIREMENT	0.00		
220 - SOCIAL SECURITY	0.00		
230 - GROUP INSURANCE	0.00		
240 - WORKER'S COMPENSATION	0.00		
250 - UNEMPLOYMENT	0.00		
310 - PROFESSIONAL & TECHNICAL	0.00		
320 - INSURANCE	0.00		
330 - TRAVEL	0.00		
350 - REPAIRS & MAINTENANCE	0.00		
360 - RENTALS	0.00		

**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**

July 2012 through April 2013

**CAPITAL PROJECTS FUND**

	<u>Jul '12 - Apr 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
390 - OTHER PURCHASED SERVICES	0.00		
510 - SUPPLIES	0.00		
520 - TEXTBOOKS	0.00		
641 - CAP. FURN. FIX	0.00		
642 - NON-CAP FURN, FIXT & EQUIP	0.00		
643 - CAP COMPUTER HARDWARE	0.00		
644 - NONCAP COMPUTER HARDWARE	0.00		
691 - CAPITALIZED SOFTWARE	0.00		
692 - NONCAPITALIZED SOFTWARE	0.00		
730 - DUES AND FEES	0.00		
790 - MISCELLANEOUS EXPENSES	0.00		
<b>Total 5100 BASIC (K-12)</b>	<b>0.00</b>		
<b>5200 - EXCEPTIONAL</b>			
120 - SALARY - TEACHER	0.00		
150 - AIDE	0.00		
220 - SOCIAL SECURITY	0.00		
230 - GROUP INSURANCE	0.00		
240 - WORKER'S COMPENSATION	0.00		
250 - UNEMPLOYMENT	0.00		
310 - PROFESSIONAL & TECHNICAL	0.00		
330 - TRAVEL	0.00		
510 - SUPPLIES	0.00		
520-textbooks	0.00		
790 - MISCELLANEOUS	0.00		
<b>Total 5200 - EXCEPTIONAL</b>	<b>0.00</b>		
<b>6300 - INST &amp; CURR DEV SERVICES</b>			
120-salaries	0.00		
220 - SOCIAL SECURITY	0.00		
240 - WORKER'S COMPENSATION	0.00		
250 - UNEMPLOYMENT	0.00		
310 - PROFESSIONAL & TECHNICAL	0.00		
<b>Total 6300 - INST &amp; CURR DEV SERVICES</b>	<b>0.00</b>		
<b>6400 - INSTRUCT STAFF TRAINING</b>			
310 - PROFESSIONAL & TECHNICAL	0.00		
330 - TRAVEL	0.00		
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>	<b>0.00</b>		
<b>7100 - BOARD</b>			
310 - PROFESSIONAL & TECHNICAL	0.00		
320 - INSURANCE & BOND PREMIUMS	0.00		
330 - TRAVEL	0.00		

**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**

July 2012 through April 2013

**CAPITAL PROJECTS FUND**

	<u>Jul '12 - Apr 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
790 - MISCELLANEOUS EXPENSES	0.00		
<b>Total 7100 - BOARD</b>	<b>0.00</b>		
<b>7300 - SCHOOL ADMINISTRATION</b>			
110 - SALARY - ADMINISTRATOR	0.00		
160 - OTHER SUPPORT PERSONNEL	0.00		
220 - SOCIAL SECURITY	0.00		
230 - GROUP INSURANCE	0.00		
240 - WORKER'S COMPENSATION	0.00		
250 - UNEMPLOYMENT	0.00		
310 - PROFESSIONAL & TECHNICAL	0.00		
320-INSURANCE	0.00		
330 - TRAVEL	0.00		
350 - REPAIRS & MAINTENANCE	0.00		
360 - RENTALS	0.00		
390 - OTHER PURCHASED SERVICES	0.00		
510 - SUPPLIES	0.00		
641 - CAP. FURN. FIX.	0.00		
644 - NON CAP COMPUTER HARDWARE	0.00		
730 - DUES & FEES	0.00		
790 - MISCELLANEOUS EXPENSES	0.00		
<b>Total 7300 - SCHOOL ADMINISTRATION</b>	<b>0.00</b>		
<b>7400 - FACILITIES ACQ &amp; CONST</b>			
630 - BUILDINGS AND FIXED EQUIP	1,335,714.59	2,210,405.84	-874,691.25
670 - IMPROVE OTHER THAN BLDG	6,290.00	325,916.66	-319,626.66
680 - REMODELING & RENOVATIONS	0.00		
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>1,342,004.59</b>	<b>2,536,322.50</b>	<b>-1,194,317.91</b>
<b>7500 - FISCAL SERVICES</b>			
310 - PROFESSIONAL & TECHNICAL	0.00		
692 - NONCAPITALIZED SOFTWARE	0.00		
730 - DUES AND FEES	0.00		
790 - MISCELLANEOUS EXPENSES	0.00		
<b>Total 7500 - FISCAL SERVICES</b>	<b>0.00</b>		
<b>7800 - TRANSPORTATION</b>			
390 - OTHER PURCHASED SERVICES	0.00		
<b>Total 7800 - TRANSPORTATION</b>	<b>0.00</b>		
<b>7900 - OPERATION OF PLANT</b>			
160 - OTHER SUPPORT PERSONNEL	0.00		
320 - INSURANCE & BOND PREMIUMS	0.00		
350 - REPAIRS AND MAINTENANCE	0.00		

**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**

July 2012 through April 2013

**CAPITAL PROJECTS FUND**

	<u>Jul '12 - Apr 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
370 - COMMUNICATIONS	0.00		
380 - UTILITIES	0.00		
390 - OTHER PURCHASED SERVICES	0.00		
430 - ELECTRICITY	0.00		
510 - SUPPLIES	0.00		
790 - MISCELLANEOUS	0.00		
<b>Total 7900 - OPERATION OF PLANT</b>	<b>0.00</b>		
<b>8100 - MAINTENANCE OF PLANT</b>			
350 - REPAIRS AND MAINTENANCE	0.00		
510 - SUPPLIES	0.00		
<b>Total 8100 - MAINTENANCE OF PLANT</b>	<b>0.00</b>		
<b>9200 - DEBT SERVICE</b>			
720 - INTEREST EXPENSE	17,829.99	48,482.50	-30,652.51
790 - RETIREMENT OF PRINCIPAL	2,932.35		
<b>Total 9200 - DEBT SERVICE</b>	<b>20,762.34</b>	<b>48,482.50</b>	<b>-27,720.16</b>
<b>Payroll Expenses</b>	<b>-2,690.00</b>		
<b>Total Expense</b>	<b>1,360,076.93</b>	<b>2,584,805.00</b>	<b>-1,224,728.07</b>
<b>Net Ordinary Income</b>	<b>-778,992.72</b>	<b>-2,195,953.84</b>	<b>1,416,961.12</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
3720 - LOAN PROCEEDS	976,856.20	2,048,548.34	-1,071,692.14
<b>Total Other Income</b>	<b>976,856.20</b>	<b>2,048,548.34</b>	<b>-1,071,692.14</b>
<b>Net Other Income</b>	<b>976,856.20</b>	<b>2,048,548.34</b>	<b>-1,071,692.14</b>
<b>Net Income</b>	<b>197,863.48</b>	<b>-147,405.50</b>	<b>345,268.98</b>

**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**

July 2012 through April 2013

GENERAL

	<u>% of Budget</u>	<u>Jul '12 - Apr 13</u>	<u>Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>3200 - FEDERAL THRU STATE</b>			
3230 - IDEA FUNDS		3,884.40	
<b>Total 3200 - FEDERAL THRU STATE</b>		<u>3,884.40</u>	
<b>3300 - REVENUE THRU STATE</b>			
3390 - CAPITAL OUTLAY	90.0%	0.00	
<b>Total 3300 - REVENUE THRU STATE</b>	<u>90.0%</u>	<u>0.00</u>	
<b>3400 - REV FROM LOCAL SOURCES</b>			
3413 - DISTRICT SCHOOL TAX	99.3%	0.00	
3430 - INTEREST-CAPITAL OUTLAY		0.00	
3434 - INTEREST INCOME-DSTP		0.00	
3440 - GIFTS, GRANTS, BEQUESTS		105,950.00	297,018.34
3490 - MISC LOCAL SOURCES		12,636.84	8,333.34
3495 fundraising activity		21,347.90	7,500.00
<b>Total 3400 - REV FROM LOCAL SOURCES</b>	<u>160.46%</u>	<u>139,934.74</u>	<u>312,851.68</u>
<b>IRCS D PASS-THROUGH</b>			
3000 - IRCS D - FUNDING		875,284.38	902,004.16
3361 - SCHOOL RECOGNITION		16,467.00	
<b>Total IRCS D PASS-THROUGH</b>		<u>891,751.38</u>	<u>902,004.16</u>
<b>Total Income</b>	<u>149.44%</u>	<u>1,035,570.52</u>	<u>1,214,855.84</u>
<b>Gross Profit</b>	149.44%	1,035,570.52	1,214,855.84
<b>Expense</b>			
<b>5100 BASIC (K-12)</b>			
120 - SALARY-TEACHER		420,309.90	355,810.84
140 - SALARY - SUBSTITUTE TEACH		33,532.52	39,166.66
150 - AIDE		13,000.00	1,430.00
160 - OTHER SUPPORT PERSONNEL		82.34	104.16
210 - RETIREMENT		0.00	3,333.34
220 - SOCIAL SECURITY		31,449.49	30,325.00
230 - GROUP INSURANCE		46,010.01	36,246.66
240 - WORKER'S COMPENSATION		4,453.00	2,005.84
250 - UNEMPLOYMENT		14,018.42	6,166.66
310 - PROFESSIONAL & TECHNICAL		5,403.25	6,666.66
320 - INSURANCE		2,480.00	5,375.00
330 - TRAVEL		0.00	833.34
350 - REPAIRS & MAINTENANCE		61.05	333.34
360 - RENTALS		1,427.85	



**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**  
July 2012 through April 2013

	<u>% of Budget</u>	<u>Jul '12 - Apr 13</u>	<u>GENERAL</u> <u>Budget</u>
<b>390 - OTHER PURCHASED SERVICES</b>		1,549.25	7,583.34
<b>510 - SUPPLIES</b>		18,666.03	20,833.34
<b>520 - TEXTBOOKS</b>		17,002.21	14,583.34
<b>641 - CAP. FURN. FIX</b>		0.00	3,333.34
<b>642 - NON-CAP FURN, FIXT &amp; EQUP</b>		8,851.33	85,500.00
<b>643 - CAP COMPUTER HARDWARE</b>		1,462.99	833.34
<b>644 - NONCAP COMPUTER HARDWARE</b>		12,487.11	10,000.00
<b>691 - CAPITALIZED SOFTWARE</b>		0.00	416.66
<b>692 - NONCAPITALIZED SOFTWARE</b>		7,692.89	4,250.00
<b>730 - DUES AND FEES</b>		862.90	1,250.00
<b>790 - MISCELLANEOUS EXPENSES</b>		676.49	1,416.66
<b>Total 5100 BASIC (K-12)</b>		<u>641,479.03</u>	<u>637,797.52</u>
 <b>5200 - EXCEPTIONAL</b>			
<b>120 - SALARY - TEACHER</b>		0.00	38,238.34
<b>150 - AIDE</b>		0.00	11,700.00
<b>220 - SOCIAL SECURITY</b>		0.00	3,820.00
<b>230 - GROUP INSURANCE</b>		0.00	14,367.50
<b>240 - WORKER'S COMPENSATION</b>		0.00	680.84
<b>250 - UNEMPLOYMENT</b>		0.00	190.00
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>		5,682.88	6,666.66
<b>330 - TRAVEL</b>		0.00	83.34
<b>510 - SUPPLIES</b>		0.00	416.66
<b>520-textbooks</b>		0.00	83.34
<b>790 - MISCELLANEOUS</b>		0.00	83.34
<b>Total 5200 - EXCEPTIONAL</b>		<u>5,682.88</u>	<u>76,330.02</u>
 <b>6300 - INST &amp; CURR DEV SERVICES</b>			
<b>120-salaries</b>		0.00	2,000.00
<b>220 - SOCIAL SECURITY</b>		0.00	153.34
<b>240 - WORKER'S COMPENSATION</b>		0.00	25.84
<b>250 - UNEMPLOYMENT</b>		0.00	38.34
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>		2,200.00	7,500.00
<b>Total 6300 - INST &amp; CURR DEV SERVICES</b>		<u>2,200.00</u>	<u>9,717.52</u>
 <b>6400 - INSTRUCT STAFF TRAINING</b>			
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>		715.00	250.00
<b>330 - TRAVEL</b>		1,879.24	1,333.34
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>		<u>2,594.24</u>	<u>1,583.34</u>
 <b>7100 - BOARD</b>			
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>		13,339.92	14,166.66
<b>320 - INSURANCE &amp; BOND PREMIUMS</b>		641.23	3,083.34
<b>330 - TRAVEL</b>		0.00	83.34

**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**  
July 2012 through April 2013

		GENERAL	
	<u>% of Budget</u>	<u>Jul '12 - Apr 13</u>	<u>Budget</u>
790 - MISCELLANEOUS EXPENSES		1,712.00	208.34
<b>Total 7100 - BOARD</b>		<b>15,693.15</b>	<b>17,541.68</b>
<b>7300 - SCHOOL ADMINISTRATION</b>			
110 - SALARY - ADMINISTRATOR		141,772.57	111,307.50
160 - OTHER SUPPORT PERSONNEL		0.00	43,170.84
220 - SOCIAL SECURITY		13,638.04	11,817.50
230 - GROUP INSURANCE		33,753.17	34,312.50
240 - WORKER'S COMPENSATION		0.00	654.16
250 - UNEMPLOYMENT		864.92	1,916.66
310 - PROFESSIONAL & TECHNICAL		2,298.56	750.00
320-INSURANCE		2,290.50	692.50
330 - TRAVEL		491.90	500.00
350 - REPAIRS & MAINTENANCE		0.00	83.34
360 - RENTALS		5,131.85	5,416.66
390 - OTHER PURCHASED SERVICES		7,685.00	4,000.00
510 - SUPPLIES		2,689.43	4,583.34
641 - CAP. FURN. FIX.		0.00	1.00
644 - NON CAP COMPUTER HARDWARE		0.00	416.66
730 - DUES & FEES		2,245.38	1,083.34
790 - MISCELLANEOUS EXPENSES		2,500.37	1,500.00
<b>Total 7300 - SCHOOL ADMINISTRATION</b>		<b>215,361.69</b>	<b>222,206.00</b>
<b>7400 - FACILITIES ACQ &amp; CONST</b>			
630 - BUILDINGS AND FIXED EQUIP	60.43%	900.30	
670 - IMPROVE OTHER THAN BLDG	1.93%	0.00	
680 - REMODELING & RENOVATIONS		2,878.59	2,083.34
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>52.91%</b>	<b>3,778.89</b>	<b>2,083.34</b>
<b>7500 - FISCAL SERVICES</b>			
310 - PROFESSIONAL & TECHNICAL		10,420.00	10,416.66
692 - NONCAPITALIZED SOFTWARE		0.00	334.16
730 - DUES AND FEES		366.01	1,625.00
790 - MISCELLANEOUS EXPENSES		0.00	83.34
<b>Total 7500 - FISCAL SERVICES</b>		<b>10,786.01</b>	<b>12,459.16</b>
<b>7800 - TRANSPORTATION</b>			
390 - OTHER PURCHASED SERVICES		13,325.31	19,166.66
<b>Total 7800 - TRANSPORTATION</b>		<b>13,325.31</b>	<b>19,166.66</b>
<b>7900 - OPERATION OF PLANT</b>			
160 - OTHER SUPPORT PERSONNEL		0.00	416.66
320 - INSURANCE & BOND PREMIUMS		20,673.94	19,583.34
350 - REPAIRS AND MAINTENANCE		11,963.90	6,666.66

**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**

July 2012 through April 2013

**GENERAL**

	<u>% of Budget</u>	<u>Jul '12 - Apr 13</u>	<u>Budget</u>
370 - COMMUNICATIONS		3,490.62	4,000.00
380 - UTILITIES		2,987.95	3,333.34
390 - OTHER PURCHASED SERVICES		0.00	2,333.34
430 - ELECTRICITY		15,540.06	20,833.34
510 - SUPPLIES		2,255.50	2,583.34
790 - MISCELLANEOUS		110.00	166.66
<b>Total 7900 - OPERATION OF PLANT</b>		<b>57,021.97</b>	<b>59,916.68</b>
<b>8100 - MAINTENANCE OF PLANT</b>			
350 - REPAIRS AND MAINTENANCE		2,396.05	4,166.66
510 - SUPPLIES		119.99	83.34
<b>Total 8100 - MAINTENANCE OF PLANT</b>		<b>2,516.04</b>	<b>4,250.00</b>
<b>9200 - DEBT SERVICE</b>			
720 - INTEREST EXPENSE	36.78%	0.00	
790 - RETIREMENT OF PRINCIPAL		0.00	
<b>Total 9200 - DEBT SERVICE</b>	<b>42.82%</b>	<b>0.00</b>	
<b>Payroll Expenses</b>		<b>2,690.00</b>	
<b>Total Expense</b>	<b>52.62%</b>	<b>973,129.21</b>	<b>1,063,051.92</b>
<b>Net Ordinary Income</b>	<b>35.47%</b>	<b>62,441.31</b>	<b>151,803.92</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
3720 - LOAN PROCEEDS	47.69%	0.00	
<b>Total Other Income</b>	<b>47.69%</b>	<b>0.00</b>	
<b>Net Other Income</b>	<b>47.69%</b>	<b>0.00</b>	
<b>Net Income</b>	<b>-134.23%</b>	<b>62,441.31</b>	<b>151,803.92</b>

**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**  
July 2012 through April 2013

	FUND		
		<u>\$ Over Budget</u>	<u>% of Budget</u>
			<u>Jul '12 - Apr 13</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
3200 - FEDERAL THRU STATE			
3230 - IDEA FUNDS			3,884.40
Total 3200 - FEDERAL THRU STATE			<u>3,884.40</u>
3300 - REVENUE THRU STATE			
3390 - CAPITAL OUTLAY			54,762.00
Total 3300 - REVENUE THRU STATE			<u>54,762.00</u>
3400 - REV FROM LOCAL SOURCES			
3413 - DISTRICT SCHOOL TAX			325,698.26
3430 - INTEREST-CAPITAL OUTLAY			47.61
3434 - INTEREST INCOME-DSTP			154.16
3440 - GIFTS, GRANTS, BEQUESTS	-191,068.34	35.67%	306,372.18
3490 - MISC LOCAL SOURCES	4,303.50	151.64%	12,636.84
3495 fundraising activity	13,847.90	284.64%	21,347.90
Total 3400 - REV FROM LOCAL SOURCES	<u>-172,916.94</u>	<u>44.73%</u>	<u>666,256.95</u>
IRCS D PASS-THROUGH			
3000 - IRCS D - FUNDING	-26,719.78	97.04%	875,284.38
3361 - SCHOOL RECOGNITION			16,467.00
Total IRCS D PASS-THROUGH	<u>-10,252.78</u>	<u>98.86%</u>	<u>891,751.38</u>
<b>Total Income</b>	<u>-179,285.32</u>	<u>85.24%</u>	<u>1,616,654.73</u>
<b>Gross Profit</b>	-179,285.32	85.24%	1,616,654.73
<b>Expense</b>			
5100 BASIC (K-12)			
120 - SALARY-TEACHER	64,499.06	118.13%	420,309.90
140 - SALARY - SUBSTITUTE TEACH	-5,634.14	85.62%	33,532.52
150 - AIDE	11,570.00	909.09%	13,000.00
160 - OTHER SUPPORT PERSONNEL	-21.82	79.05%	82.34
210 - RETIREMENT	-3,333.34	0.0%	0.00
220 - SOCIAL SECURITY	1,124.49	103.71%	31,449.49
230 - GROUP INSURANCE	9,763.35	126.94%	46,010.01
240 - WORKER'S COMPENSATION	2,447.16	222.0%	4,453.00
250 - UNEMPLOYMENT	7,851.76	227.33%	14,018.42
310 - PROFESSIONAL & TECHNICAL	-1,263.41	81.05%	5,403.25
320 - INSURANCE	-2,895.00	46.14%	2,480.00
330 - TRAVEL	-833.34	0.0%	0.00
350 - REPAIRS & MAINTENANCE	-272.29	18.32%	61.05
360 - RENTALS			1,427.85

**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**

July 2012 through April 2013

	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Jul '12 - Apr 13</u>
<b>390 - OTHER PURCHASED SERVICES</b>	-6,034.09	20.43%	1,549.25
<b>510 - SUPPLIES</b>	-2,167.31	89.6%	18,666.03
<b>520 - TEXTBOOKS</b>	2,418.87	116.59%	17,002.21
<b>641 - CAP. FURN. FIX</b>	-3,333.34	0.0%	0.00
<b>642 - NON-CAP FURN, FIXT &amp; EQUIP</b>	-76,648.67	10.35%	8,851.33
<b>643 - CAP COMPUTER HARDWARE</b>	629.65	175.56%	1,462.99
<b>644 - NONCAP COMPUTER HARDWARE</b>	2,487.11	124.87%	12,487.11
<b>691 - CAPITALIZED SOFTWARE</b>	-416.66	0.0%	0.00
<b>692 - NONCAPITALIZED SOFTWARE</b>	3,442.89	181.01%	7,692.89
<b>730 - DUES AND FEES</b>	-387.10	69.03%	862.90
<b>790 - MISCELLANEOUS EXPENSES</b>	-740.17	47.75%	676.49
<b>Total 5100 BASIC (K-12)</b>	<b>3,681.51</b>	<b>100.58%</b>	<b>641,479.03</b>
<b>5200 - EXCEPTIONAL</b>			
<b>120 - SALARY - TEACHER</b>	-38,238.34	0.0%	0.00
<b>150 - AIDE</b>	-11,700.00	0.0%	0.00
<b>220 - SOCIAL SECURITY</b>	-3,820.00	0.0%	0.00
<b>230 - GROUP INSURANCE</b>	-14,367.50	0.0%	0.00
<b>240 - WORKER'S COMPENSATION</b>	-680.84	0.0%	0.00
<b>250 - UNEMPLOYMENT</b>	-190.00	0.0%	0.00
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>	-983.78	85.24%	5,682.88
<b>330 - TRAVEL</b>	-83.34	0.0%	0.00
<b>510 - SUPPLIES</b>	-416.66	0.0%	0.00
<b>520-textbooks</b>	-83.34	0.0%	0.00
<b>790 - MISCELLANEOUS</b>	-83.34	0.0%	0.00
<b>Total 5200 - EXCEPTIONAL</b>	<b>-70,647.14</b>	<b>7.45%</b>	<b>5,682.88</b>
<b>6300 - INST &amp; CURR DEV SERVICES</b>			
<b>120-salaries</b>	-2,000.00	0.0%	0.00
<b>220 - SOCIAL SECURITY</b>	-153.34	0.0%	0.00
<b>240 - WORKER'S COMPENSATION</b>	-25.84	0.0%	0.00
<b>250 - UNEMPLOYMENT</b>	-38.34	0.0%	0.00
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>	-5,300.00	29.33%	2,200.00
<b>Total 6300 - INST &amp; CURR DEV SERVICES</b>	<b>-7,517.52</b>	<b>22.64%</b>	<b>2,200.00</b>
<b>6400 - INSTRUCT STAFF TRAINING</b>			
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>	465.00	286.0%	715.00
<b>330 - TRAVEL</b>	545.90	140.94%	1,879.24
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>	<b>1,010.90</b>	<b>163.85%</b>	<b>2,594.24</b>
<b>7100 - BOARD</b>			
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>	-826.74	94.16%	13,339.92
<b>320 - INSURANCE &amp; BOND PREMIUMS</b>	-2,442.11	20.8%	641.23
<b>330 - TRAVEL</b>	-83.34	0.0%	0.00



**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**

July 2012 through April 2013

	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Jul '12 - Apr 13</u>
790 - MISCELLANEOUS EXPENSES	1,503.66	821.73%	1,712.00
<b>Total 7100 - BOARD</b>	<b>-1,848.53</b>	<b>89.46%</b>	<b>15,693.15</b>
<b>7300 - SCHOOL ADMINISTRATION</b>			
110 - SALARY - ADMINISTRATOR	30,465.07	127.37%	141,772.57
160 - OTHER SUPPORT PERSONNEL	-43,170.84	0.0%	0.00
220 - SOCIAL SECURITY	1,820.54	115.41%	13,638.04
230 - GROUP INSURANCE	-559.33	98.37%	33,753.17
240 - WORKER'S COMPENSATION	-654.16	0.0%	0.00
250 - UNEMPLOYMENT	-1,051.74	45.13%	864.92
310 - PROFESSIONAL & TECHNICAL	1,548.56	306.48%	2,298.56
320-INSURANCE	1,598.00	330.76%	2,290.50
330 - TRAVEL	-8.10	98.38%	491.90
350 - REPAIRS & MAINTENANCE	-83.34	0.0%	0.00
360 - RENTALS	-284.81	94.74%	5,131.85
390 - OTHER PURCHASED SERVICES	3,685.00	192.13%	7,685.00
510 - SUPPLIES	-1,893.91	58.68%	2,689.43
641 - CAP. FURN. FIX.	-1.00	0.0%	0.00
644 - NON CAP COMPUTER HARDWARE	-416.66	0.0%	0.00
730 - DUES & FEES	1,162.04	207.27%	2,245.38
790 - MISCELLANEOUS EXPENSES	1,000.37	166.69%	2,500.37
<b>Total 7300 - SCHOOL ADMINISTRATION</b>	<b>-6,844.31</b>	<b>96.92%</b>	<b>215,361.69</b>
<b>7400 - FACILITIES ACQ &amp; CONST</b>			
630 - BUILDINGS AND FIXED EQUIP			1,336,614.89
670 - IMPROVE OTHER THAN BLDG			6,290.00
680 - REMODELING & RENOVATIONS	795.25	138.17%	2,878.59
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>1,695.55</b>	<b>181.39%</b>	<b>1,345,783.48</b>
<b>7500 - FISCAL SERVICES</b>			
310 - PROFESSIONAL & TECHNICAL	3.34	100.03%	10,420.00
692 - NONCAPITALIZED SOFTWARE	-334.16	0.0%	0.00
730 - DUES AND FEES	-1,258.99	22.52%	366.01
790 - MISCELLANEOUS EXPENSES	-83.34	0.0%	0.00
<b>Total 7500 - FISCAL SERVICES</b>	<b>-1,673.15</b>	<b>86.57%</b>	<b>10,786.01</b>
<b>7800 - TRANSPORTATION</b>			
390 - OTHER PURCHASED SERVICES	-5,841.35	69.52%	13,325.31
<b>Total 7800 - TRANSPORTATION</b>	<b>-5,841.35</b>	<b>69.52%</b>	<b>13,325.31</b>
<b>7900 - OPERATION OF PLANT</b>			
160 - OTHER SUPPORT PERSONNEL	-416.66	0.0%	0.00
320 - INSURANCE & BOND PREMIUMS	1,090.60	105.57%	20,673.94
350 - REPAIRS AND MAINTENANCE	5,297.24	179.46%	11,963.90

**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**  
 July 2012 through April 2013

	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Jul '12 - Apr 13</u>
<b>370 - COMMUNICATIONS</b>	-509.38	87.27%	3,490.62
<b>380 - UTILITIES</b>	-345.39	89.64%	2,987.95
<b>390 - OTHER PURCHASED SERVICES</b>	-2,333.34	0.0%	0.00
<b>430 - ELECTRICITY</b>	-5,293.28	74.59%	15,540.06
<b>510 - SUPPLIES</b>	-327.84	87.31%	2,255.50
<b>790 - MISCELLANEOUS</b>	-56.66	66.0%	110.00
<b>Total 7900 - OPERATION OF PLANT</b>	<u>-2,894.71</u>	<u>95.17%</u>	<u>57,021.97</u>
<b>8100 - MAINTENANCE OF PLANT</b>			
<b>350 - REPAIRS AND MAINTENANCE</b>	-1,770.61	57.51%	2,396.05
<b>510 - SUPPLIES</b>	36.65	143.98%	119.99
<b>Total 8100 - MAINTENANCE OF PLANT</b>	<u>-1,733.96</u>	<u>59.2%</u>	<u>2,516.04</u>
<b>9200 - DEBT SERVICE</b>			
<b>720 - INTEREST EXPENSE</b>			17,829.99
<b>790 - RETIREMENT OF PRINCIPAL</b>			2,932.35
<b>Total 9200 - DEBT SERVICE</b>			<u>20,762.34</u>
<b>Payroll Expenses</b>			0.00
<b>Total Expense</b>	<u>-89,922.71</u>	<u>91.54%</u>	<u>2,333,206.14</u>
<b>Net Ordinary Income</b>	-89,362.61	41.13%	-716,551.41
<b>Other Income/Expense</b>			
<b>Other Income</b>			
<b>3720 - LOAN PROCEEDS</b>			976,856.20
<b>Total Other Income</b>			<u>976,856.20</u>
<b>Net Other Income</b>			<u>976,856.20</u>
<b>Net Income</b>	<u><u>-89,362.61</u></u>	<u><u>41.13%</u></u>	<u><u>260,304.79</u></u>

**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**  
July 2012 through April 2013  
**TOTAL**

	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
3200 - FEDERAL THRU STATE			
3230 - IDEA FUNDS	0.00	3,884.40	100.0%
<b>Total 3200 - FEDERAL THRU STATE</b>	<b>0.00</b>	<b>3,884.40</b>	<b>100.0%</b>
3300 - REVENUE THRU STATE			
3390 - CAPITAL OUTLAY	60,849.16	-6,087.16	90.0%
<b>Total 3300 - REVENUE THRU STATE</b>	<b>60,849.16</b>	<b>-6,087.16</b>	<b>90.0%</b>
3400 - REV FROM LOCAL SOURCES			
3413 - DISTRICT SCHOOL TAX	328,002.00	-2,303.74	99.3%
3430 - INTEREST-CAPITAL OUTLAY	0.00	47.61	100.0%
3434 - INTEREST INCOME-DSTP	0.00	154.16	100.0%
3440 - GIFTS, GRANTS, BEQUESTS	297,018.34	9,353.84	103.15%
3490 - MISC LOCAL SOURCES	8,333.34	4,303.50	151.64%
3495 fundraising activity	7,500.00	13,847.90	284.64%
<b>Total 3400 - REV FROM LOCAL SOURCES</b>	<b>640,853.68</b>	<b>25,403.27</b>	<b>103.96%</b>
IRCS D PASS-THROUGH			
3000 - IRCS D - FUNDING	902,004.16	-26,719.78	97.04%
3361 - SCHOOL RECOGNITION	0.00	16,467.00	100.0%
<b>Total IRCS D PASS-THROUGH</b>	<b>902,004.16</b>	<b>-10,252.78</b>	<b>98.86%</b>
<b>Total Income</b>	<b>1,603,707.00</b>	<b>12,947.73</b>	<b>100.81%</b>
<b>Gross Profit</b>	<b>1,603,707.00</b>	<b>12,947.73</b>	<b>100.81%</b>
<b>Expense</b>			
5100 BASIC (K-12)			
120 - SALARY-TEACHER	355,810.84	64,499.06	118.13%
140 - SALARY - SUBSTITUTE TEACH	39,166.66	-5,634.14	85.62%
150 - AIDE	1,430.00	11,570.00	909.09%
160 - OTHER SUPPORT PERSONNEL	104.16	-21.82	79.05%
210 - RETIREMENT	3,333.34	-3,333.34	0.0%
220 - SOCIAL SECURITY	30,325.00	1,124.49	103.71%
230 - GROUP INSURANCE	36,246.66	9,763.35	126.94%
240 - WORKER'S COMPENSATION	2,005.84	2,447.16	222.0%
250 - UNEMPLOYMENT	6,166.66	7,851.76	227.33%
310 - PROFESSIONAL & TECHNICAL	6,666.66	-1,263.41	81.05%
320 - INSURANCE	5,375.00	-2,895.00	46.14%
330 - TRAVEL	833.34	-833.34	0.0%
350 - REPAIRS & MAINTENANCE	333.34	-272.29	18.32%
360 - RENTALS	0.00	1,427.85	100.0%

**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**

July 2012 through April 2013  
TOTAL

	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>390 - OTHER PURCHASED SERVICES</b>	7,583.34	-6,034.09	20.43%
<b>510 - SUPPLIES</b>	20,833.34	-2,167.31	89.6%
<b>520 - TEXTBOOKS</b>	14,583.34	2,418.87	116.59%
<b>641 - CAP. FURN. FIX</b>	3,333.34	-3,333.34	0.0%
<b>642 - NON-CAP FURN, FIXT &amp; EQUIP</b>	85,500.00	-76,648.67	10.35%
<b>643 - CAP COMPUTER HARDWARE</b>	833.34	629.65	175.56%
<b>644 - NONCAP COMPUTER HARDWARE</b>	10,000.00	2,487.11	124.87%
<b>691 - CAPITALIZED SOFTWARE</b>	416.66	-416.66	0.0%
<b>692 - NONCAPITALIZED SOFTWARE</b>	4,250.00	3,442.89	181.01%
<b>730 - DUES AND FEES</b>	1,250.00	-387.10	69.03%
<b>790 - MISCELLANEOUS EXPENSES</b>	1,416.66	-740.17	47.75%
<b>Total 5100 BASIC (K-12)</b>	<b>637,797.52</b>	<b>3,681.51</b>	<b>100.58%</b>
<b>5200 - EXCEPTIONAL</b>			
<b>120 - SALARY - TEACHER</b>	38,238.34	-38,238.34	0.0%
<b>150 - AIDE</b>	11,700.00	-11,700.00	0.0%
<b>220 - SOCIAL SECURITY</b>	3,820.00	-3,820.00	0.0%
<b>230 - GROUP INSURANCE</b>	14,367.50	-14,367.50	0.0%
<b>240 - WORKER'S COMPENSATION</b>	680.84	-680.84	0.0%
<b>250 - UNEMPLOYMENT</b>	190.00	-190.00	0.0%
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>	6,666.66	-983.78	85.24%
<b>330 - TRAVEL</b>	83.34	-83.34	0.0%
<b>510 - SUPPLIES</b>	416.66	-416.66	0.0%
<b>520-textbooks</b>	83.34	-83.34	0.0%
<b>790 - MISCELLANEOUS</b>	83.34	-83.34	0.0%
<b>Total 5200 - EXCEPTIONAL</b>	<b>76,330.02</b>	<b>-70,647.14</b>	<b>7.45%</b>
<b>6300 - INST &amp; CURR DEV SERVICES</b>			
<b>120-salaries</b>	2,000.00	-2,000.00	0.0%
<b>220 - SOCIAL SECURITY</b>	153.34	-153.34	0.0%
<b>240 - WORKER'S COMPENSATION</b>	25.84	-25.84	0.0%
<b>250 - UNEMPLOYMENT</b>	38.34	-38.34	0.0%
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>	7,500.00	-5,300.00	29.33%
<b>Total 6300 - INST &amp; CURR DEV SERVICES</b>	<b>9,717.52</b>	<b>-7,517.52</b>	<b>22.64%</b>
<b>6400 - INSTRUCT STAFF TRAINING</b>			
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>	250.00	465.00	286.0%
<b>330 - TRAVEL</b>	1,333.34	545.90	140.94%
<b>Total 6400 - INSTRUCT STAFF TRAINING</b>	<b>1,583.34</b>	<b>1,010.90</b>	<b>163.85%</b>
<b>7100 - BOARD</b>			
<b>310 - PROFESSIONAL &amp; TECHNICAL</b>	14,166.66	-826.74	94.16%
<b>320 - INSURANCE &amp; BOND PREMIUMS</b>	3,083.34	-2,442.11	20.8%
<b>330 - TRAVEL</b>	83.34	-83.34	0.0%

## SEBASTIAN CHARTER JUNIOR HIGH Profit & Loss Budget vs. Actual

July 2012 through April 2013  
**TOTAL**

	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
790 - MISCELLANEOUS EXPENSES	208.34	1,503.66	821.73%
<b>Total 7100 - BOARD</b>	<b>17,541.68</b>	<b>-1,848.53</b>	<b>89.46%</b>
<b>7300 - SCHOOL ADMINISTRATION</b>			
110 - SALARY - ADMINISTRATOR	111,307.50	30,465.07	127.37%
160 - OTHER SUPPORT PERSONNEL	43,170.84	-43,170.84	0.0%
220 - SOCIAL SECURITY	11,817.50	1,820.54	115.41%
230 - GROUP INSURANCE	34,312.50	-559.33	98.37%
240 - WORKER'S COMPENSATION	654.16	-654.16	0.0%
250 - UNEMPLOYMENT	1,916.66	-1,051.74	45.13%
310 - PROFESSIONAL & TECHNICAL	750.00	1,548.56	306.48%
320-INSURANCE	692.50	1,598.00	330.76%
330 - TRAVEL	500.00	-8.10	98.38%
350 - REPAIRS & MAINTENANCE	83.34	-83.34	0.0%
360 - RENTALS	5,416.66	-284.81	94.74%
390 - OTHER PURCHASED SERVICES	4,000.00	3,685.00	192.13%
510 - SUPPLIES	4,583.34	-1,893.91	58.68%
641 - CAP. FURN. FIX.	1.00	-1.00	0.0%
644 - NON CAP COMPUTER HARDWARE	416.66	-416.66	0.0%
730 - DUES & FEES	1,083.34	1,162.04	207.27%
790 - MISCELLANEOUS EXPENSES	1,500.00	1,000.37	166.69%
<b>Total 7300 - SCHOOL ADMINISTRATION</b>	<b>222,206.00</b>	<b>-6,844.31</b>	<b>96.92%</b>
<b>7400 - FACILITIES ACQ &amp; CONST</b>			
630 - BUILDINGS AND FIXED EQUIP	2,210,405.84	-873,790.95	60.47%
670 - IMPROVE OTHER THAN BLDG	325,916.66	-319,626.66	1.93%
680 - REMODELING & RENOVATIONS	2,083.34	795.25	138.17%
<b>Total 7400 - FACILITIES ACQ &amp; CONST</b>	<b>2,538,405.84</b>	<b>-1,192,622.36</b>	<b>53.02%</b>
<b>7500 - FISCAL SERVICES</b>			
310 - PROFESSIONAL & TECHNICAL	10,416.66	3.34	100.03%
692 - NONCAPITALIZED SOFTWARE	334.16	-334.16	0.0%
730 - DUES AND FEES	1,625.00	-1,258.99	22.52%
790 - MISCELLANEOUS EXPENSES	83.34	-83.34	0.0%
<b>Total 7500 - FISCAL SERVICES</b>	<b>12,459.16</b>	<b>-1,673.15</b>	<b>86.57%</b>
<b>7800 - TRANSPORTATION</b>			
390 - OTHER PURCHASED SERVICES	19,166.66	-5,841.35	69.52%
<b>Total 7800 - TRANSPORTATION</b>	<b>19,166.66</b>	<b>-5,841.35</b>	<b>69.52%</b>
<b>7900 - OPERATION OF PLANT</b>			
160 - OTHER SUPPORT PERSONNEL	416.66	-416.66	0.0%
320 - INSURANCE & BOND PREMIUMS	19,583.34	1,090.60	105.57%
350 - REPAIRS AND MAINTENANCE	6,666.66	5,297.24	179.46%



**SEBASTIAN CHARTER JUNIOR HIGH**  
**Profit & Loss Budget vs. Actual**

July 2012 through April 2013  
**TOTAL**

	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
370 - COMMUNICATIONS	4,000.00	-509.38	87.27%
380 - UTILITIES	3,333.34	-345.39	89.64%
390 - OTHER PURCHASED SERVICES	2,333.34	-2,333.34	0.0%
430 - ELECTRICITY	20,833.34	-5,293.28	74.59%
510 - SUPPLIES	2,583.34	-327.84	87.31%
790 - MISCELLANEOUS	166.66	-56.66	66.0%
<b>Total 7900 - OPERATION OF PLANT</b>	<b>59,916.68</b>	<b>-2,894.71</b>	<b>95.17%</b>
<b>8100 - MAINTENANCE OF PLANT</b>			
350 - REPAIRS AND MAINTENANCE	4,166.66	-1,770.61	57.51%
510 - SUPPLIES	83.34	36.65	143.98%
<b>Total 8100 - MAINTENANCE OF PLANT</b>	<b>4,250.00</b>	<b>-1,733.96</b>	<b>59.2%</b>
<b>9200 - DEBT SERVICE</b>			
720 - INTEREST EXPENSE	48,482.50	-30,652.51	36.78%
790 - RETIREMENT OF PRINCIPAL	0.00	2,932.35	100.0%
<b>Total 9200 - DEBT SERVICE</b>	<b>48,482.50</b>	<b>-27,720.16</b>	<b>42.82%</b>
<b>Payroll Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Total Expense</b>	<b>3,647,856.92</b>	<b>-1,314,650.78</b>	<b>63.96%</b>
<b>Net Ordinary Income</b>	<b>-2,044,149.92</b>	<b>1,327,598.51</b>	<b>35.05%</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
3720 - LOAN PROCEEDS	2,048,548.34	-1,071,692.14	47.69%
<b>Total Other Income</b>	<b>2,048,548.34</b>	<b>-1,071,692.14</b>	<b>47.69%</b>
<b>Net Other Income</b>	<b>2,048,548.34</b>	<b>-1,071,692.14</b>	<b>47.69%</b>
<b>Net Income</b>	<b>4,398.42</b>	<b>255,906.37</b>	<b>5,918.14%</b>

## **JUNE MONTHLY FACILITIES UPDATE**

**June 11, 2013**

### **FACILITIES DEPARTMENT**

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

#### **BEACHLAND ELEMENTARY TRAFFIC**

Construction has begun. Actions that are taking place currently are clearing the necessary vegetation, relocating the caretaker's trailer, relocating portables, and modifying underground utilities. The District is working in conjunction with the City of Vero Beach to adjust electrical feed locations and other onsite services.

#### **FELLSMERE ADDITION**

Phase I of the project is underway, with underground utilities being installed, the existing parking area being removed, and the interior of the existing Cafetorium being demolished. The temporary kitchen portables have been installed and their renovation is nearly complete. Over the course of the summer, the existing kitchen equipment will be moved to the temporary kitchen to be set up for the service of meals for next school year. The proposed front parking area will be complete and ready to accept parking and student drop-off and pick-up before school begins again in August.

#### **SEBASTIAN RIVER MIDDLE SCHOOL**

The boys' locker room and bathroom is almost fully demolished, and demolition has begun on the girls' locker room and bathroom. Many of the required materials and equipment have already been ordered through the Owner Direct Purchase program, saving the District tax dollars. Reconstruction of the boys' locker room will begin the week of June 17<sup>th</sup>.

#### **OSLO MIDDLE SCHOOL**

The Board will be presented with a recommendation for award to the low bidder at the June 11<sup>th</sup> Board meeting. Construction will be complete by August 20<sup>th</sup>.

#### **GIFFORD MIDDLE SCHOOL**

Engineering is nearly complete for the drainage repairs and upon completion of the design; the project will be advertised for bid. The project will be a 30 day time of construction and can be completed over the summer.

#### **DODGERTOWN ELEMENTARY SCHOOL**

Bids have been received for the drainage and ADA project, and a recommendation for award to the low bidder will be presented to the Board on June 25<sup>th</sup>. The project will be approximately a 30 day duration and will be complete by August 20<sup>th</sup>.



## TREASURE COAST ELEMENTARY

All phases of construction have begun. Utilities are partially installed, the interior of the concreteables has been fully removed and they are ready for systems and interior finishes, and the new classroom pod pad is ready and underground building systems will soon begin in preparation for a concrete slab.





## OSCEOLA MAGNET

The new Cafetorium is complete and has passed final inspection by the Building Department. Punchlist items are currently being corrected and Final Completion is expected by June 30. The rededication ceremony was held in the new Cafetorium on May 30<sup>th</sup>.



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