

District School Board of Indian River County
1990 25th Street, Vero Beach, FL 32960
Business Meeting
Agenda

Date: July 22, 2014

Time: 6:00 p.m.

Room: Teacher Education Center (TEC)

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
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE TO THE FLAG
- IV. ADOPTION OF ORDERS OF THE DAY – Chairman Johnson
- V. PRESENTATIONS
 - A. All Aboard Florida Passenger Rail Initiative – Mr. Roberts**
- VI. CITIZEN INPUT
- VII. CONSENT AGENDA
 - A. Approval of Minutes – Dr. Adams**
 - 1. Performance Contracting held 6/24/2014
 - 2. Business Meeting held 6/24/2014
 - 3. Special Business Meeting held 7/1/2014
 - 4. 2014-2015 Preliminary Budget and Millage Levy Workshop held 7/1/2014
Superintendent recommends approval.
 - B. Approval of Personnel Recommendations – Mr. Fritz**

Attached is a list of personnel recommendations that includes personnel additions, terminations, and/or changes. Superintendent recommends approval.

C. Approval of the 2014- 2015 Charter School Transportation Agreements – Mr. Fritz

Attached are the 2014-2015 Transportation Agreements with Imagine Charter School, North County Charter School, Sebastian Charter Junior High School, and St. Peter's Academy to provide transportation, substitute bus drivers, and spare buses for students of the charter schools. These agreements are for one year. The charter schools agree to reimburse the District for the actual costs associated with transporting students. Superintendent recommends approval.

D. Approval of Donations – Mr. Morrison

1. Osceola Magnet School received a donation in the amount of \$2,000 from Mrs. Rose Moore via The Temple Beth Shalom of Vero Beach. The funds will be used for the Installation of the Rhythm Garden or for programming/resources associated with the Rhythm Garden at Osceola Magnet School.
2. Dodgertown Elementary school received a donation in the amount of \$3,000 from the Mardy Fish Foundation. The funds will be used for afterschool enrichment activities for the students of Dodgertown Elementary School. A donation in the amount of \$1,500 was received from The Highlands, Seattle, WA. The funds will be used to fund the Masquerade Ball Family Night at Dodgertown Elementary School.

Superintendent recommends approval.

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

This request is for approval to 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 in pursuant to Chapter 274.02 F.S., annual inventories were performed at each school/department for the fiscal year ending June 30, 2014. Attached is a list of property not reconciled by Physical Plant and Exceptional Student Education. It is requested that this property be deleted from the Fixed Asset Ledger. Superintendent recommends approval.

F. Approval of Release of Final Payment to Mid-State Mechanical Contractors for the Highlands Elementary Mechanical Room Rehabilitation Project (SDRIC #2014-420) – Mr. Morrison

Approval is recommended for release of Final Payment in the amount of \$7,633 to Mid-State Mechanical Contractors for the Highlands Elementary Mechanical Room Rehabilitation Project (SDRIC #2014-420). On March 14, 2013, Purchase Order #01304437 in the amount of \$162,054 was issued. The base bid was \$154,395 (low of the 3 prequalified bidders) with Alternate 1 for \$7,659. This project included the installation of a new chiller and Mechanical room updates. This project was completed within budget. The final payment was to install an electromagnetic flow meter and replace a defective circuit breaker. Superintendent recommends approval.

G. Approval to Renew RFP 2014-01 for Lawn Maintenance at Various Schools - Mr. Morrison

Pursuant to School Board Policy 6320 and the terms and conditions of RFP 2014-01, the Purchasing Department is requesting approval to renew this RFP award to listed vendors for one additional year and for the Board to grant authority to the Superintendent to issue all purchase orders under this RFP. The estimated financial impact to the District for the 2014-2015 School Year is \$21,120. Awarded vendors are A-1 Lawn Maintenance for Beachland, Liberty Magnet, Sebastian Elementary, and Vero Beach Elementary; Decorative Concrete for Osceola Magnet and Treasure Coast Elementary; and Down to Earth for Rosewood Magnet. All specifications, terms, conditions, and pricing will remain the same. This is the first of two renewals. Please see attached copies of the renewal letters. Superintendent recommends approval.

H. Approval to Renew RFQ 2013-22 for Architectural Services for Small and Large Projects - Mr. Morrison

Pursuant to School Board Policy 6320 and the terms and conditions of RFP 2013-22, the Purchasing Department is requesting approval to renew this RFQ with five listed firms for one additional year. Awarded firms include Donadio & Associates, Architects, P.A.; BRPH Companies Inc.; Edlund, Dritenbas, Binkley Architects and Associates; Song + Associates, Inc.; and Tercilla Courtemanche Architects, Inc. All specifications, terms, and conditions will remain the same. This is the first of two renewals. Please see attached copies of the renewal letters. Superintendent recommends approval.

I. Approval of 2014-2015 Transportation Bus Routes - Mr. Fritz

Approval is requested for the 2014-2015 Bus Transportation Routes for Indian River County Schools. Bus Routes are subject to change throughout the school year depending upon student utilization of services and school program needs. Superintendent recommends approval.

J. Approval of Title I, Part A, Improving the Academic Achievement of the Disadvantaged 2014-15 – Mr. Rynberg

Title I, Part A, is intended to help ensure that all children have the opportunity to obtain a high-quality education and to reach proficiency on challenging State academic standards and assessments. As the largest federal program supporting elementary and secondary education, Title I targets these resources to the Districts and schools where the needs are greatest. FY 2014-2015 Allocation: \$5,145,874.98. Superintendent Recommends approval.

K. Approval of Title I, Part C Migrant Education Program for 2014-15 – Mr. Rynberg

The purpose of this program is to ensure that the special educational needs of migrant children are identified and addressed. This program supports high-quality, comprehensive educational programs for migrant children in order to help reduce the educational disruptions and other education related problems that result from frequent moves. This program also attempts to ensure that migrant students who move between states are not put at a disadvantage because of disparities in curriculum, graduation requirements, content, and student academic achievement standards. The program promotes interstate and intrastate coordination of services

- for migrant children, including providing for educational continuity through the timely transfer of pertinent school records. FY 2014-2015 Allocation: \$57,778.00. Superintendent recommends approval.
- L. Approval of Title II, Part A Teacher and Principal Training and Recruiting Fund for 2014-15 – Mr. Rynberg**
Local Educational Agencies (LEAs) and schools are held accountable for improvements in student academic achievement. Projects are intended to increase student academic achievement through strategies such as improving teacher and principal quality and increasing the number of highly-qualified teachers in the classroom and highly-qualified principals and assistant principals in schools. FY 2014-2015014 Allocation: \$690,618.00. Superintendent recommends approval.
- M. Approval of Title III, Part A English Language Acquisition, Language Enhancement, and Academic Achievement Act for 2014-15 - Mr. Rynberg**
The funding purpose and priorities are to improve the education of English Language Learners (ELLs) by assisting them in learning English and meeting the challenging and rigorous State academic content and student academic achievement standards. FY 2014-2015 Allocation: \$198,369.44.00. Superintendent recommends approval.
- N. Approval of Contract Renewals for Childcare Providers for 2014-15 – Mr. Rynberg**
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.
- O. Approval of Out-of-County Student Admissions for 2014-15 – Mr. Rynberg**
Sixteen parents are requesting permission for their children to attend schools in Indian River County. The approved out-of-county requests signed by the Principals of the requested schools and release letters from the students’ home counties are attached. Thirteen students are coming from Brevard County and three students are coming from St. Lucie County for the 2014-2015 school year. Superintendent recommends approval.
- P. Approval of Students Leaving Indian River County for 2014-15 – Mr. Rynberg**
Seventeen parents who reside in Indian River County are requesting permission for their children to attend school in other counties. Fourteen parents are requesting their students attend in Brevard County, two parents are requesting their students attend in St. Lucie County and one parent is requesting their student attend in Okeechobee County for the 2014-2015 school year. Superintendent Recommends approval.

Q. Approval of Out-of-County Student Admissions to Charter Schools for 2014-15 – Mr. Rynberg

Seven parents are requesting permission for their children to attend schools in Indian River County. Three students will be attending from Brevard County, two students will be attending from Osceola County, and two students will be attending from St. Lucie County. The release letters have been received from the students' home counties and the acceptance letters for four students to attend Imagine Charter School and three students to attend Sebastian Charter Junior High are attached for the 2014-2015 school year. Superintendent recommends approval.

VIII. ACTION AGENDA

A. Public Hearing and Adoption of Code of Student Conduct – Dr. Adams

On June 24, 2014, the Board reviewed the Code of Student Conduct and moved approval to set the Public Hearing date for the adoption of the Code of Student Conduct, in compliance with School Board Policy 5500 Student Conduct under Chapter 120 F.S. The policy adoption process was followed in accordance with Florida Administrative Procedures Act, Statute Statutes, and School Board Policy 0170 Duties. Superintendent recommends approval.

B. Approval of Individuals with Disabilities Education Act (IDEA, Part B Grant/IDEA, Part B, Preschool Grant) for 2014-15 – Mr. Rynberg

Each year the School District is given the opportunity to apply for these federal funds. Funding is based upon the number of students with disabilities served during the past year by the Survey 2 Child count. Monies from these grants must be used for services to students with disabilities only and cannot be used to supplement services provided to all children. Total amount of IDEA Grant is \$4,205,312.00. Superintendent recommends approval.

C. Approval to Terminate Support Staff Employee – Mr. Fritz

The Superintendent recommends termination of support staff employee, Beatrice Anderson. The grounds for this termination are contained within the attached Charging Letter. Superintendent recommends approval.

D. Approval to Terminate Support Staff Employee – Mr. Fritz

The Superintendent recommends termination of support staff employee, Tearcka Phinizee. The grounds for this termination are contained within the attached Charging Letter. Superintendent recommends approval.

E. Approval of Performance Contract, Master Agreement Template – Mr. Morrison

Approval is recommended for the attached Contract Template to be used between the School District of Indian River County and an Energy Services Contractor (ESCO) to provide Performance Contracting (PC) Services to the District. The Master Agreement contains the terms and conditions of how a PC is developed, operated, and terminated. Superintendent recommends approval.

F. Approval to Award Master Agreement with Schedule A, Exhibits A & B to Florida Power and Light Energy Services and ConEdison Solutions– Mr. Morrison

Approval is recommended for the attached Master Agreement and Attachments between SDIRC and FPL/ConEd Energy Services Contractor(s) to provide Performance Contracting Services (ESCO) to the District. FPL will work on Vero Beach High School and Oslo Middle School. ConEd will work on Sebastian River High School and Gifford Middle School. The purpose of the attachments is to authorize the ESCO's to develop an "Invest Grade Audit" (IGA). This Audit will be used to define the various Energy Saving Measures (ECM's) and the costs that will be used to determine the financial implications of each PC for further Board discussion. The "Feasibility Study Price" is the cost to generate the IGA. This cost will be incorporated into a future PC if there is one. If the Board decides not to proceed with a PC in all or in part, then there is no cost to the District for the IGA for the unused portion of IGA. Attached: Schedule A, "Form of Feasibility Study Authorization Form", Exhibit A "Feasibility Study", and Exhibit B "Feasibility Study Price". Superintendent recommends approval.

G. Approval to Piggyback School District of Palm Beach County Bid and Issue Purchase Orders to Food Fantasies Inc. d/b/a Frozen Treats for Fruit Juices - Mr. Morrison

Pursuant to School Board Policy 6320, the Superintendent's authority is limited to purchase commodities and/or contractual services where the total amount does not exceed \$50,000 and does not exceed the applicable appropriation in the District Budget. This request is to grant the authority for the Superintendent to issue all purchase orders under this bid including those that may be in excess of \$50,000. The estimated financial impact to the District is not to exceed \$100,000 with reimbursement as juice is a component of the meal. Pricing as per the School District of Palm Beach County's bid 10C-69DC. This bid expires June 15, 2015. Please see the attached bid documentation. Superintendent recommends approval.

H. Approval to Issue Purchase Orders to Advanced Placement Programs and International Baccalaureate for AP and IB Tests - Mr. Morrison

Pursuant to School Board Policy 6320, the Superintendent's authority is limited to purchase commodities and/or contractual services where the total amount does not exceed \$50,000 and does not exceed the applicable appropriation in the District Budget. This request is to grant the authority for the Superintendent to issue all purchase orders under this item including those that may be in excess of \$50,000. The estimated dollar amount to Advanced Placement Program is not to exceed \$137,000 (\$89 per student). The estimated dollar amount to International Baccalaureate is \$113,000 (\$108 per student). Purchases will be made in accordance with Florida Administrative Code 6A-1.012(11)(b). Please see attached backup. Superintendent recommends approval.

I. Approval to Renew RFP 2013-03 for Mobile Fueling of Buses - Mr. Morrison

Pursuant to School Board Policy 6320 and the terms and conditions of RFP 2013-03, the Purchasing Department is requesting approval to renew this RFP. The Purchasing Department is requesting approval to renew the RFP for one additional year to On-Site Fuel Service Inc., for the fueling of School District buses and for the Board to grant authority to the Superintendent to issue all purchase orders under this RFP including those that may be in excess of \$50,000. The estimated financial impact to the District for the 2014-2015 School Year is not to exceed \$320,000. This will be the final renewal. All specifications, terms, conditions, and pricing will remain the same. Please see attached copy of the renewal letter. Superintendent recommends approval.

J. Approval to Piggyback City of Port St. Lucie Bid and Issue Purchase Orders to Port Consolidated Inc., for the Purchase of Unleaded and Diesel Fuel - Mr. Morrison

Pursuant to School Board Policy 6320, the Superintendent's authority is limited to purchase commodities and/or contractual services where the total amount does not exceed \$50,000 and does not exceed the applicable appropriation in the District Budget. This request is to grant the authority for the Superintendent to issue all purchase orders under this item, including those that may be in excess of \$50,000, for diesel fuel at an estimated amount of \$83,600 and for unleaded fuel for an estimated amount not to exceed \$140,000 for the 2014-2015 School Year. Pricing is as per the City of Port St. Lucie's bid 20130038-0-2013/HQ. This bid expires June 30, 2015. Please see the attached bid documentation. Superintendent recommends approval.

K. Approval to Award RFP 2014-29 to Bill Bryant and Associates Inc. for the Renovations at Adult Education - Mr. Morrison

An RFP was promulgated for miscellaneous renovations at Adult Education per engineered drawings provided by MBV Engineering. The cost of this project is \$75,410 that includes the base bid plus an alternate for an interior office door. In addition, a 10% contingency will be reserved in the amount of \$7,541 and will only be used if directed by the District. Award was not on the basis of price alone, but to the proposer whose submission contained the most advantageous combination of price, qualifications, experience, and references. The Purchasing Department is recommending the award and issuance of all subsequent purchase orders under this RFP including those that may be in excess of \$50,000 to Bill Bryant and Associates, Inc. as the best responsive and responsible bidder meeting specifications, terms, and conditions. Funding for this project is from Adult Education's general fund. Please see attached backup. Superintendent recommends approval.

L. Approval to Award RFP 2014-25 to Express Reel Inc., for Athletic Field Management – Mr. Morrison

An RFP was promulgated for athletic field management at Oslo Middle, Sebastian River High, Storm Grove Middle, and Vero Beach High. The awarded vendor shall provide all labor necessary to maintain each field that includes the management of all Bermuda grass fields, watering, fertilizing, mowing, pest control, aeration, top dressing, and sod repair as required to keep the District's fields in excellent playing condition. The net financial impact to the District is \$101,540.25 for the 2014-2015 fiscal year. Award was not made on the basis of price alone but to the proposer whose submission contained the most advantageous combination of fees, qualifications, and experience. The Purchasing Department is recommending the award and issuance of all subsequent purchase orders under this RFP including those that may be in excess of \$50,000 to Express Reel Inc., as the best responsive and responsible bidder meeting specifications, terms, and conditions. Superintendent recommends approval.

M. Approval to Issue Purchase Order(s) to Various Vendors for Reoccurring Expenditures - Mr. Morrison

Pursuant to School Board Policy 6320, the Superintendent's authority is limited to purchase commodities and/or contractual services where the total amount does not exceed \$50,000 and does not exceed the applicable appropriation in the District Budget. In an effort to streamline the District's procurement operations the vendors listed below are companies or firms that the District has procured commodities and/or contractual services with in the 2013/14 fiscal year with purchase orders issued that exceeded \$50,000 and may be recurring in nature in the 2014/15 fiscal year. This request by the Purchasing Department is to grant authority to the Superintendent to issue purchase orders that may become necessary in the normal course of operations during the fiscal year 2014/15 to the listed vendors in the amounts that exceed the

\$50,000 limitation imposed by School Board policy 6320. The District may procure some commodities and/or contractual services from the vendors listed on the attached report that are bid exempt per Florida Administrative Code 6A -1.012 (11)(b). Superintendent recommends approval.

N. Approval of Release of Final Payment to Mid-State Mechanical Contractors for Sebastian River Middle School TES (SDIRC #2013-419) – Mr. Morrison

Approval is recommended for release of final payment in the amount of \$71,971.20 to Mid-State Mechanical Contractors for the Sebastian River Middle School TES (SDIRC #2013-419). On June 22, 2013, Mid-State Mechanical was the low of 2 bidders with a base bid of \$607,000. There were 3 alternates. After Value Engineering and the addition of the Alternates, a final price of \$611,019 was settled. The Board approved a contract and a resulting Purchase Order #01306212 was issued for that amount on 6/18/13. The District issued owner direct purchase order's (ODP) to Trane for the equipment that resulted in sales tax savings of \$28,497.49. The District also received a rebate from FPL for \$179,040. The project is operating well and was completed within the budget. This project included the installation of a Thermal Energy Storage Plant and a new HVAC equipment for the gym and locker rooms. Superintendent recommends approval.

O. Approval to Award Quote 15-04 and Issue Purchase Order(s) to Anthony's Flooring Designs for Tile Installation at Pelican Island and Rosewood Magnet - Mr. Morrison

Pursuant to School Board Policy 6320, the Superintendent's authority is limited to purchase commodities and/or contractual services where the total amount does not exceed \$50,000 and does not exceed the applicable appropriation in the District Budget. This request is to award quote 15-04 and to grant the authority for the Superintendent to issue two purchase orders; one in the amount of \$62,329 for the 800 wing at Pelican Island and one in the amount of \$64,919 for Rosewood Magnet to Anthony's Flooring Designs as the lowest bidder meeting specifications, terms, and conditions. The Rosewood Magnet project will include the entire 300 wing \$49,919 and, due to limited budget, approximately \$15,000 will be applied to tile rooms in the 400 wing. RFP 2012-01 is a continuous contract for tile flooring and was renewed by the Board on October 22, 2013. Quotes were requested for various locations from the two short-listed vendors and only one response was received by the due date. Please see attached copy of response. Superintendent recommends approval.

P. Approval of 2014-2015 Proposed Tentative Budget and Millage Rates for the Purpose of Advertising the Budget in Accordance with the Truth-in-Millage Requirements – Mr. Morrison

The purpose of this action is to authorize the Superintendent to take the necessary steps, including making final adjustments to proposed revenues, expenditure projections, fund balances, and millage rates based on action taken by the Florida Department of Education. This action is necessary in order to advertise the 2014-2015 Proposed Tentative Budget and Millage Rates, along with the Proposed Capital Projects to be funded from the capital outlay and debt service millage proceeds in preparation for the Public Hearing to be held on July 31, 2014, at 5:01 p.m. in the Teacher Education Center (TEC). A brief overview and description of the Proposed Tentative Budget and Millage Rates will be presented by staff. The attachments will be distributed at the meeting. Superintendent recommends approval.

Q. Approval of Memorandum of Understanding between School District of Indian River County (SDIRC) and Indian River County Education Association (IRCEA) for Extended Day Reading Instruction at Fellsmere Elementary – Mr. Fritz

The Florida Legislature, as part of the General Appropriations Act, amended F.S. 1011.62(1)(f)(2). This amendment requires that the 300 lowest-performing elementary schools based on the State Reading Assessment provide an additional hour of reading instruction to students. This expanded requirement and 2013-14 reading scores will cause SDIRC to offer the extra hour of instruction at Fellsmere Elementary, thus expanding the length of the school day by one hour. The extra instruction must be provided by teachers who are effective reading teachers. No additional funding was provided by the State of Florida for this expansion of services. The proposed Memorandum of Understanding has been negotiated in good faith with Indian River County Education Association to allow implementation of the “extra hour” requirement. The total cost of implementation is estimated to be approximately \$300,000, including teacher pay and other costs associated with the additional hour of operation. This amount is included in the draft proposed budget. Due to the need for prompt implementation, this MOU is being brought to the School Board prior to IRCEA ratification. The MOU would not become effective until ratification by both parties. A copy of the document will be available prior to the meeting. Superintendent recommends approval.

I. SUPERINTENDENT’S REPORT

II. DISCUSSION

No discussion items

III. SCHOOL BOARD MEMBER MATTERS – Chairman Johnson

IV. INFORMATION AGENDA

A. Financial Report for Month ending May 2014 -- Mr. Morrison

Attached are the Financial Reports for the month ending May 31, 2014

B. 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 statement 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 perform the duties provided in s. 1002.345. High performing charter schools are only required to submit financials quarterly. All charter schools currently operating in Indian River have been designated as high performing. Indian River Charter High School, Imagine Schools of South Vero, Sebastian Charter Junior High School, and St. Peter's Academy opted to submit their financials quarterly. North County Charter School opted to submit their financials monthly.

V. SUPERINTENDENT'S CLOSING

VI. ADJOURNMENT – Chairman Johnson

Anyone who needs a special accommodation may contact the School District's American Disabilities Act Coordinator at 564-3071 (TTY 564-8507) at least 48-hours in advance of the 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 Administrative Center at 1990 25th Street, Vero Beach, FL 32960, unless otherwise specified. Meetings may broadcast live on Comcast/Xfinity Ch. 28, AT&T Uverse Ch. 99, and the School District's website stream; and may be replayed on Tuesdays and Thursdays at the time of the original meeting. For a schedule, please visit the District's website at www.indianriverschools.org/iretv. The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

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The District School Board of Indian River County met on June 24, 2014 at 1:00 p.m. The workshop was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 1990 25th Street, Vero Beach, Florida 32960. District School Board Members attending were: Chairman Carol Johnson, Vice Chairman Matthew McCain, and Board Members: Karen Disney-Brombach and Dale Simchick. Dr. Frances J. Adams, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present. Board Member, Claudia Jiménez was not present.

**Performance Contracting Workshop
and
Discussion on Potential Savings from Refinancing 2005 Certificate of Participation Notes
(COPS) and Potential Savings by Investing the Sinking Fund Proceeds for Qualified
School Construction Bonds (QSCB)**

- I. Chairman Johnson called the workshop to order.
Dr. Adams stated that the purpose of the workshop was to review Performance Contracting (PC) and then discuss a possibility for savings. She turned the presentation over to Carter Morrison, Assistant Superintendent for Finance/Operations. Mr. Morrison asked the guests at the table to introduce themselves. They were: Jerry Ford, President, Ford & Associates, Inc. Financial Advisors; Doug Hennen, CEM, ConEdison Solutions Representative; Chris Gibson, FPL Senior Sales Consultant; Scott Sanders, Director of Facilities Planning and Construction; and John Earman, Director of Physical Plant.

- II. Performance Contracting Update PowerPoint
Why Performance Contracting?
 - Presentation by FPL Representative on Vero Beach High School and Oslo Middle School potential savings.
 - Presentation by ConEdison Representative on Sebastian River High School and Gifford Middle School potential savings.
 - Financing options
 - Next steps
 - Legislative findings – Florida Statute 489.145, enacted 2008 (www.flsenate.com)
 - Leveraging future commitment of operating dollars
 - Funding constraints
 - ✓ Capital Outlay Millage rate decline
 - ✓ Revenue decline
 - ✓ Capital Outlay funds fully programmed for next 5 years
 - Upgraded technology and systems
 - ✓ Provide improved learning environment for students and teachers
 - ✓ Improve energy efficiency rankings
 - Resource conservation methods employed to achieve savings
 - Florida Statute 1013.23 supported process and guaranteed savings
 - Deterioration and inefficiency of many District facilities, infrastructure and equipment

- ✓ Next to last in energy efficiency costs per square foot and FTE in DOE statewide rankings
- If needs are not addressed
 - ✓ Negative impact on learning environment
 - ✓ Continual rise in energy costs based on current rate structure
 - ✓ Potential “crisis management” to replace infrastructure
- Board is committed to avoiding long-term public debt

Benefits of Performance Contracting

- Reduced operating costs sufficient to pay for cost of improvements without:
 - ✓ Issuance of long-term public debt
 - ✓ “Robbing” capital outlay funds
- Leverage combined expertise in all parties
- Acquire upgraded technology and energy systems
- Improve statewide energy efficiency rankings pre DOE analysis
- Reduction in amount of energy required to meet current needs
- Resultant reduction in costs based on current rates
- Florida Statute 1013.23, supported process and guaranteed savings

Does Performance Contracting mean that District's energy cost will never increase?

- Some variables that can lead to increased energy costs include:
 - ✓ Increase in energy demand due to facility square footage expansion
 - ✓ Change in operating hours of facilities
 - ✓ Increases in student loads within facilities
 - ✓ Changes in thermostat settings within facilities
 - ✓ Rate increases due to world oil price movements

Performance Contracting Concept

- Guaranteed energy savings in operating budget sufficient to cover all capital investment requirements of the School District

Performance Contracting Project Cycle

- The District is in the Preliminary Assessment portion of the project cycle
- Going forward, the next steps are: Investment Grade Audit, Implementation of Measures, and M&V and Maintenance
- Preliminary assessment for target schools to see if there is an opportunity to improve
- Investment grade audit required to confirm savings – required by statute
- ESCO responsible for design and installation
- Savings are monitored over term
- ESCO must guarantee that savings meet or exceed all costs – by statute

Preliminary Assessment Process

- High level overview to determine project potential
 - ✓ Utility bills gathered and input
 - ✓ Review of current utility rates
 - ✓ Basic facility benchmarking is performed
 - ✓ Examination of existing building plans
 - ✓ Brief site walkthrough conducted to evaluate:
 - Current operating conditions and hours
 - Lighting systems
 - Heating and cooling systems
 - Building automation systems
 - Building envelope
 - Other miscellaneous building loads

III. Florida Power & Light Energy Services Presentation

- Indian River County
 - ✓ Expected to save \$2.28 million over 10 years
 - ✓ Savings exceeding guarantee by 12.7%
 - ✓ Lighting, water, controls, chillers
 - ✓ Multiple phases
 - ✓ Over \$1.8 million in facility improvements made under PC Program

Opportunities at Vero Beach High School

- Energy Utilization Index 13.4
- Potential to save \$165,280 in electric and water
- Measures allow for deferral of capital cost components
- \$2.2 million in costs paid by savings alone.
- Improve student/teacher learning environment
- Improve reliability
- More than 23% reduction in energy usage
- Potential to improve efficiency of an already efficient campus
- Centralized chillers will save additional maintenance dollars when compared to multiple, independent systems at each site

Opportunities at Oslo Middle School

- Energy Utilization Index 24.5
- Potential to save \$95,876
- Measures to allow for deferral of capital cost components
- \$1.1 million in costs paid by savings alone
- Improve student/teacher learning environment
- New equipment, designed for the unique environmental conditions at this site, will significantly reduce maintenance costs

IV. ConEdison Solutions (CES) Presentation

Sebastian River High School

- Positives
 - ✓ New chiller plant with ice storage
 - ✓ New chiller plant controls
 - ✓ Variable frequency drives on air handling units with variable air volume controls
 - ✓ Solar Voltaic array installed for renewable energy
- Negatives
 - ✓ Inefficient lighting – T-12 technology
 - ✓ Air handling equipment approaching end-of-life and experiencing motor failures
 - ✓ Controls on classroom and office areas dated
 - ✓ Issues with outside air having access into common air return plenum
 - ✓ Relatively efficient with new chiller plant, but room for efficiency improvements, while addressing aging infrastructure
- Improvements
 - ✓ New high efficiency lighting for students and staff
 - ✓ Water conservation for restrooms
 - ✓ Address air-side issues affecting classrooms
 - ✓ Install new temperature controls for classrooms
 - ✓ Vending Misers for vending machines
 - ✓ Maximize for ice machines
 - ✓ Network computer controls

Gifford Middle School

- Positives
 - ✓ Variable frequency drives on air handling units with variable air volume controls
- Negatives
 - ✓ Older chiller plant
 - ✓ Older control system
 - ✓ Lighting older generation T-8 technology
 - ✓ Air handling equipment and chilled water plant approaching end-of-life
 - ✓ Entire building control system dated
 - ✓ Using roughly 50% more energy per square foot than Sebastian River High School
- Improvements
 - ✓ New high efficiency lighting for students and staff
 - ✓ Water conservation improvements for restrooms
 - ✓ New chilled water cooling plant to improve reliability
 - ✓ New ice storage plant (if, FPL rate)
 - ✓ New temperature controls throughout facility
 - ✓ Vending Misers for vending machines
 - ✓ Maximize for ice machines
 - ✓ Network computer controls

Financing Options

- Use existing capital outlay funds
- Bond financing – long term debt obligation
- Tax exempt municipal lease – lease payments usually contingent on appropriations
- Energy Services Agreement – service contract where payments by the municipal entity are contingent on the verification of savings

V. Next Steps

- Need consensus to proceed to next step
- Initiate Investment Grade Audit(s)
- Determine financing options
 - ✓ Tax-Exempt lease purchase vs. Energy Savings Agreement
 - ✓ Evaluation of real vs. apparent transfer of financial risk
- Bring back to School Board for final approval to proceed
- If approved:
 - ✓ Project implementation
 - ✓ Monitoring and verification of savings
 - ✓ Expansion of program to other SDIRC facilities

VI. Discussion

- Questions/Answers
 - ✓ Will existing window repairs come from the Capital Fund?
The guaranteed cost will include infrastructure.
 - ✓ What are the options beyond Performance Contract?
Do nothing, postpone, or borrow money.
 - ✓ Does the audit include “soft” items, such as skylights?
This can be in the conversation prior to the audits, so that “soft” items can be included. There will be a package of improvements, as agreed upon by the District and the energy company. Our Physical Plant Department is aware of the “hot spots” and works very closely with FPL, ConEdison, and Ford & Associates, Inc.
 - ✓ What will be the cost for the audit and what is the incentive to have the lowest cost?
The agreement will show that the cost goes to the energy company and the negotiating rate will be bid with financial groups by Ford & Associates, Inc.
 - ✓ What impact does the Performance Contract obligation have on the District’s bond rate?
There should be none, because the payments come from the Operating budget. This is a true lease and should be rating neutral.
 - ✓ What is the timeline?
Six months or less to complete the audit.
 - ✓ Why these four schools and not districtwide?
These first four schools were our first sampling and if these are successful, we would want to go districtwide.

- ✓ Would the contract be revised to add other schools?
There would be a separate financial arrangement for each phase.

- Consensus
 - ✓ There was consensus among Board members to move proceed.

Recess – During recess, Chairman Johnson informed the Board of a request from the Board of County Commission for the School Board to hold an Impact Fee Workshop and for a vote on Impact Fees. She encouraged the Board members to listen to the DVD from the meeting. After discussion, there was consensus to hold a Special Called Meeting at which time action could be taken on the Impact Fee issue. Mr. Morrison will confirm a date with Mr. Stan Boling for a September meeting to be held in the County Commission Board meeting room.

VII. Discussion on Potential Savings from Refinancing 2005 Certificate of Participation Notes (COPS) and Potential Savings by Investing the Sinking Fund Proceeds for Qualified School Construction Bonds (QSCB)

Dr. Adams informed the Board members that the purpose of this discussion was to present opportunities to save money.

- Financing Opportunities Overview

Traditional Refinancing: Series 2005 Certificates of Participation (COPS)

- ✓ The District currently has three series of COPS outstanding under its Master Lease Program: Series 2005, Series 2007, Series 2010 (QSCB)
- ✓ The Series 2005 and Series 2007 COPS were issued with optional redemption provisions (call options) that allow the District to refinance the COPs approximately 10 years after issuance: Series 2005 is callable on or after July 1, 2015; Series 2007 is callable on or after July 1, 2017.
- ✓ For over a year, Ford & Associates (as well as numerous underwriters) have been monitoring the District's Series 2005 COPs for potential savings.
- ✓ At current interest rates, the District could achieve significant savings by refunding the Series 2005 COPs.
- ✓ Even though the Series 2005 COPs are not callable for another year, the District can issue refunding COPs today to lock in savings.

QSCB Reinvestment Opportunity

- ✓ In 2010, the District issued \$26,261,000 of COP debt in the form of a Qualified School Construction Bond (QSCB), a low-cost tax-subsidy security.
- ✓ 100% of the borrowed principal amount of the Series 2010 QSCB is due on the final maturity date of December 1, 2007 (no amortization)
- ✓ Until that time, the District must make equal annual principal deposits of roughly \$1.46 million into a designated sinking fund, which will add up to the full amount due at maturity.
- ✓ The District's sinking fund has not previously been "reinvested" due to:
 - Concerns over meeting the strict 3-year spend-down requirements
 - Market uncertainty
 - While thin, the market for reinvestment products is active today

- The District has met the 3-year spend down requirements
- At this time, Ford & Associates, Inc. believes that the District should enter into a Forward Purchase Agreement (FPA) in order to achieve a better rate of return on the monies in its sinking fund and create cash flow savings.
- Under an FPA, the District will agree to use the money in its sinking fund to periodically purchase Treasury securities that will generate interest and decrease the amount of money that the District must deposit each year.
- At today's rates, Ford & Associates, Inc. believe that the District can achieve over \$5 million of cash flow savings between now and 2028 by utilizing an FPA. On an annual basis, they estimate savings at no more than \$430,000 per year.
- Ford & Associates, Inc. may use its affiliate FAI Capital Management to conduct the bidding process on its behalf. Doing so will have no cost impact on the Board.
- Need consensus to move forward.

- Questions/Answers
 - ✓ Will refinancing cause a restructure change?
No change, same end date. Only the cost changes.
- Consensus
 - ✓ There was consensus among Board members to proceed.

VIII. Forward Purchase Contract

- Questions/Answers
 - ✓ Will this change the way our assigned balance looks?
Proceeds stay in the debt service fund. All Capital Outlay - \$800,000 a year is significant.
- Consensus
 - ✓ There was consensus among Board members to proceed.

IX. ADJOURNMENT – Chairman Johnson

With no further discussion, the workshop adjourned at approximately 3:00 p.m.

The District School Board of Indian River County met on June 24, 2014 at 6:00 p.m. The meeting was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 1990 25th Street, Vero Beach, Florida 32960. District School Board Members attending were: Chairman Carol Johnson, Vice Chairman Matthew McCain, and Board Members, Karen Disney-Brombach and Dale Simchick. Dr. Frances J. Adams, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present. Board Member, Claudia Jiménez, was not present but was attending by telephone.

Business Meeting Minutes

- I. Meeting was called to order by Chairman Johnson
Chairman Johnson announced that Ms. Jimenez was attending by telephone.
- II. Invocation was given by Rabbi Birnholtz, Temple Beth Shalom
- III. Pledge of Allegiance to the Flag by Mrs. D'Agresta.
- IV. ADOPTION OF ORDERS OF THE DAY
Chairman Johnson called for a motion, with the deletion of Consent P, moving Consent K to follow the Consent Agenda for discussion, and included approval of all amendments. Mrs. Simchick moved approval. Mr. McCain seconded the motion and it carried unanimously, with a 5-0 vote.
- V. PRESENTATIONS
No presentations
- VI. CITIZEN INPUT
Leslie Spurlock requested to speak on tobacco free/no smoking, dipping, or vaping signs for the School District.

Dr. Adams and Board Members congratulated Rachael Serra on her new position as Assistant Principal at Vero Beach High School Freshman Learning Center. They also recognized Emilio Gonzalez as the new Assistant Principal at Dodgertown Elementary School.

- VII. CONSENT AGENDA
Chairman Johnson called for a motion. Mrs. Simchick moved approval of the Consent Agenda, with the deletion of Consent P. Mrs. Disney-Brombach seconded the motion and it carried unanimously, with a 5-0 vote.

A. Approval of Minutes – Dr. Adams

1. State of the District Workshop held 6/3/2014
2. Discussion Session held 6/3/2014
3. Business Meeting held 6/3/2014
4. Five-Year Capital Plan held 6/10/2014
5. 2014-2015 Goals Discussion held 6/10/2014

Superintendent recommended approval.

B. Approval of Personnel Recommendations – Mr. Fritz

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

C. Approval of Budget Amendments – Mr. Morrison

This request was for approval of the following budget amendments for fiscal year ending June 30, 2014:

Amendment # 4 – Capital Projects Fund

Amendment # 5 – Special Revenue – Other

Superintendent recommended approval.

D. Approval of Donations – Mr. Morrison

1. Vero Beach Elementary School received a donation in the amount of \$4,158 from Carol and Wayne Lockwood. The funds would be used for a 1/8 mile running track for Vero Beach Elementary School.
2. Osceola Magnet School received a donation from the Education Foundation totaling \$2,238.64. Of this amount, \$933.64 would be used for art materials and supplies and \$1,305 would be used for science materials and supplies for the Osceola Magnet School students.
3. Vero Beach High School received a donation in the amount of \$2,610 from the Loyal Order of Moose Lodge 1822. The funds would be used to provide a flagpole for the Billy Livings Field at the Vero Beach High School Citrus Bowl.

Superintendent recommended approval.

E. Approval of Florida Power and Light Underground Distribution Facilities Installation Agreement Citrus Elementary School Chiller Plant Relocation – Mr. Morrison

Approval was recommended for the attached Underground Distribution Facilities installation Agreement between the School Board of Indian River County and Florida Power and Light (FPL). The Agreement was for underground distribution facilities consisting of a 277/480 volt, three phase underground electrical service with facilities to be located on the Citrus School property in easements as required by FPL. The electrical service was necessary for the Chiller Plant Relocation Project. Superintendent recommended approval.

F. Approval of Underground Easement to Florida Power and Light Citrus Elementary School Chiller Plant Relocation Project – Mr. Morrison

Approval was recommended for the attached assignment of an Underground Easement for Service granted to Florida Power & Light located on the Citrus Elementary School property as per attached Sketch and Description of Easement. This non-exclusive easement was necessary 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 as described in Exhibit "A" ("Easement Area"). Superintendent recommended approval.

G. Approval of Rosewood Magnet School Security Trailer Mobile Home Bill of Sale – Mr. Morrison

Approval was recommended for the Mobile Home Bill of Sale in the amount of \$500.00 for the purchase of the Rosewood Magnet School security trailer. The trailer was used to house a District employee who provided after hour security services for that campus. It was necessary to remove the trailer in order to proceed with the Rosewood Traffic and Parking Improvement project scheduled to begin July 1st. Upon approval of the Mobile Home Bill of Sale, the School Board agreed to pay the seller a sum of \$500.00, at which time the District would demolish and remove the trailer from the campus. Superintendent recommended approval.

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

The Superintendent recommended approval to write-off, as uncollectible, checks received by the schools that had been dishonored by the maker's bank and returned as unpaid. Attached was a list of checks totaling \$269 paid to the school Internal Accounts that remained uncollected for the calendar year ended December 31, 2013. To date, all attempts to recover the money, both by staff members and the District's check recovery program, had been unsuccessful. Superintendent recommended approval.

I. Approval of Request to Write-off Uncollectible Checks to the District – Mr. Morrison

The Superintendent recommended approval to write-off, as uncollectible, checks received by the District that had been dishonored by the maker's bank and returned as unpaid. Attached were two lists of checks paid to the School District which remained uncollected through the calendar year ended December 31, 2012. The total for Food Service was \$391. For other sites and departments the total was \$2,421.95. To date, all attempts to recover the money, both by staff members and the District's check recovery program, had been unsuccessful. Superintendent recommended approval.

J. Approval to Award RFP 2014-26 for Grounds Maintenance Service to Multiple Vendors at Three Elementary Schools RFP 2014-26 - Mr. Morrison

An RFP was promulgated for grounds maintenance at three (3) elementary schools; Glendale, Highlands, and Pelican Island Elementary. The awarded vendor(s) shall provide all labor, materials, and equipment necessary to maintain each campus and includes mowing, weeding, edging, and trimming. The net financial impact for all three schools was \$18,120 for a one-year period. Award was not made on the basis of price alone but to the proposer(s) whose submission contained the most advantageous combination of fees, qualifications, experience, and equipment. Primary awards were recommended to Sunshine Land Design for Items 1 and 2, and to Integrity Lawns and Landscaping for Item 3 as the best proposals meeting specifications, terms, and conditions. Secondary award was recommended to Decorative Concrete Landscape Designs for Items 1, 2 and 3. Please see attached evaluation sheets. Superintendent recommended approval.

- K. Approval to Issue a Change Order to Purchase Order 01402099 to FAMOSO Inc., d/b/a/ Manpower for Temporary Employment Staffing Services – Mr. Morrison**
(Moved to follow the Consent Agenda for discussion.)
- L. Approval of Adult Education Tuition and Fees for 2014-15 — Mr. Rynberg**
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, 2014, the 2014-2015 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, and technology fee, and \$30 per term for adult general education and ELL programs. No cost to the District. Superintendent recommended approval.
- M. Approval of Salary Schedule for Part-time Instructors/Extended Day Program Staff for 2014-15 — Mr. Rynberg**
The salary schedule for part-time, Adult Education teachers and part-time, Extended Day Program staff would become effective July 1, 2014. Superintendent recommended approval.
- N. Approval to Renew Early Learning Coalition Contract with Extended Day Program – Mr. Rynberg**
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. This contract was effective from July 1, 2014, through June 30, 2015. Superintendent recommended approval.
- O. Approval of 2014-2015 Multi-District Program Agreements St. Lucie County for 2014-2015 School Year - Mr. Rynberg**
Attached were two, multi-district program agreements for the 2014-2015 School Year with St. Lucie County School District. St. Lucie County served our elementary hearing impaired students. St. Lucie County collects the FTE for each student served. Only one Indian River County student currently attended school in St. Lucie County under this contact. Superintendent recommended approval.
- P. Approval of Contract Renewals for Childcare Providers for 2014-15 – Mr. Rynberg**
(Deleted)

Moved from the Consent Agenda:

- K. Approval to Issue a Change Order to Purchase Order 01402099 to FAMOSO Inc., d/b/a/ Manpower for Temporary Employment Staffing Services – Mr. Morrison**
Pursuant to School Board Policy 6320, the Superintendent's authority was limited to purchase commodities and/or contractual services where the total amount did not exceed \$50,000 and did not exceed the applicable appropriation in the District Budget. This request was to grant the authority for the Superintendent to issue Change Order 6 to purchase order #01402099 increasing the amount from \$73,500 to \$143,500 to cover services for substitute custodians through June 30, 2014. The vendor was FAMOSO Inc., doing business as Manpower as per the specifications, terms, and conditions of Florida State Contract 991-460-07-1, Temporary Employment Staffing Services. This contract would expire on November 17, 2014. Superintendent recommended approval.

Chairman Johnson stated that she moved this item because of the dollar amount. She said, with the Board in agreement, that all items over \$100,000 were to be placed on the Action agenda, unless it was a contract renewal that did not contain any changes from the previous year. Chairman Johnson called for a motion. Mrs. Simchick moved approval to issue a Change Order to Purchase Order 01402099 to FAMOSO Inc., d/b/a/ Manpower for temporary employment staffing services. Mr. McCain seconded the motion and it carried unanimously, with a 5-0 vote.

VIII. ACTION AGENDA

A. Approval of 2014-2015 Membership in Florida School Boards Association – Chairman Johnson

Florida School Boards Association provided a variety of valuable services to School Boards throughout the State that included publications, newsletters, research, on-site and regional workshops and training sessions, state educational conferences, and representation before the State Board of Education, Department of Education, Florida Legislature, Congress, and other organizations interested in public education. The 2014-2015 membership dues would remain at \$15,391.00, the same as for the previous seven years. Superintendent recommended approval.

Chairman Johnson called for a motion. Mrs. Disney-Brombach moved approval of the 2014-2015 membership in the Florida School Boards Association. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

B. Approval of Superintendent’s 2013-2014 Composite Evaluation of Professional Standards as Commendable and 2013-2014 Goals as Meets Expectations – Chairman Johnson

Dr. Adams served the School District of Indian River County as Superintendent of Schools since June 2011. As per her employment contract, each Board Member was required to, independently, evaluate the Superintendent, utilizing the revised Professional Standards and Goals adopted by the Board. The Chairman was charged with bringing forth the final composite for adoption. Chairman Johnson recommended approval.

Chairman Johnson called for a motion. Mr. McCain moved approval of the Superintendent’s 2013-2014 Composite Evaluation of Professional Standards as Commendable and 2013-2014 Goals as Meets Expectations. Mrs. Disney-Brombach seconded the motion and it carried unanimously, with a 5-0 vote.

C. Approval to Issue a Change Order for Allen, Norton and Blue for Legal Services – Mr. Fritz

Pursuant to School Board Policy 6320, the Superintendent’s authority was limited to contractual services where the total amount did not exceed \$50,000 and did not exceed the applicable appropriation in the District Budget. Due to the extension of negotiations, two Impasse Hearings, and a Special Magistrate Review, the cost of legal services would exceed the Superintendent’s authority. A change order was recommended for an increase of

\$59,000.00 for the legal services of Allen, Norton and Blue. Legal services were bid exempt as per F.A.C. 6A 1.012, 11.(A). Superintendent recommended approval.

Chairman Johnson called for a motion. Mrs. Disney-Brombach moved approval to issue a change order for Allen, Norton, and Blue for legal services. Mr. McCain seconded the motion and it carried unanimously, with a 5-0 vote.

D. Approval of 2014-2015 Salary Schedules, Pay Date Schedules, and Personnel Work Calendars- Mr. Fritz

The attached salary schedules were recommended for the 2014-15 school year. IRCEA and CWA schedules were consistent with the respective collective bargaining agreements. CWA salaries reflected the current rates, but negotiations were in progress due to an annual reopener. If changes were ratified and approved at a later date, these would be recommended for adjustment. For school-based administrators, performance pay was recommended in the same increments as for teachers, as required by Statute. A stipend had been established for food service managers to reflect additional duties. All other rates did not change from those of 2013-14. Substitute rates for teaching positions were decreased as a cost saving mechanism. The daily rate for substitutes with a Bachelor's Degree, Associates Degree would be \$95 and \$75 respectively, as compared with \$100 and \$80 previously. Long-term substitute rates were recommended to be \$125, rather than the regular first year teacher daily rate. These adjustments allowed Indian River County Schools' rates to remain the top substitute salaries on the Treasure Coast that should allow for cost savings while not impacting fill rates. Estimated savings to the District was anticipated to be \$170,000. Superintendent recommended approval.

Citizen Input Requested:

Luke A. Flynt, President of Indian River County Education Association (IRCEA) requested to speak.

Chairman Johnson called for a motion. Mr. McCain moved approval of the 2014-2015 Salary Schedules, Pay Date Schedules, and Personnel Work Calendars. Mrs. Disney-Brombach seconded the motion. The teacher and substitute teacher salary issues were discussed. The Board voted unanimously, with a 5-0 vote.

E. Approval of English Language Arts 2014-2015 Textbook Adoption - Mr. Rynberg

The Secondary ELA Textbook Adoption Committee recommended the following textbooks for the 2014-2015 school year. This recommendation was for 6th-12th grade Language Arts/English and Reading classes. Houghton Mifflin's *Florida Collections* was the selected text for all 6th-12th grade ELA classes and National Geographic's *Inside*, along with Wilson's *Just Words* recommendation for middle school intensive reading I & II; and Jamestown/McGraw Hill *Fusion Reading* along with Principle Woods *PW Impact* recommended for high school intensive reading classes. These textbook/materials selections were critical to ensure that appropriate materials were available for teachers to be supported with the appropriate tools

for the implementation of the more rigorous State adopted standards. The cost of this adoption was \$1,455,677.44. Superintendent recommended approval.

Chairman Johnson called for a motion. Mr. McCain moved approval of the English Language Arts 2014-2015 Textbook. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

F. Approval of Eighth-Grade Math Adoption - Mr. Rynberg

The Secondary Math Textbook Adoption Committee recommended the following textbook for the 2014-2015 school year. This recommendation was for 8th grade math the M/J Pre-Algebra class. *Big Ideas Pre-Algebra* is the selected text for 8th grade M/J Pre-Algebra class. This textbook/materials selection was to provide instruction for a more appropriate mathematics foundation for some 8th students. In addition, this would allow for successful implementation for our recently re-aligned middle school math course progression that included *M/J Pre-Algebra*. The cost of this adoption was \$47,566.90. Superintendent recommended approval.

Chairman Johnson passed the gavel to Vice Chairman McCain because she lost her voice. Vice Chairman McCain called for a motion. Mrs. Simchick moved approval of the Eighth-Grade Math Adoption. Mrs. Disney-Brombach seconded the motion and it carried unanimously, with a 5-0 vote.

G. Approval to Set Public Hearing Date for Adoption of Code of Student Conduct for 2014-15 – Mr. Rynberg

The purpose of the public hearing was to review and adopt the Code of Student Conduct, in compliance with School Board Policy 5500 Student Conduct. Each year the Code of Student Conduct was revised and presented to the School Board for adoption. School Board policy 5500 stated, "The Code of Student Conduct that was 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 \$4,766.25 (materials only labor was not charged by the District Print Shop). The Public Hearing would be held during the regular Business meeting on July 22, 2014. Superintendent recommended approval.

Vice Chairman McCain called for a motion. Mrs. Disney-Brombach moved approval to set a public hearing date for adoption of the Code of Student Conduct for 2014-2015. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

H. Approval of Imagine Indian River South, LLC, Charter School Application and Contract Renewal – Mr. Rynberg

The Board of Directors of Imagine Schools at South Indian River County, LLC, submitted a renewal application with an attached Desegregation Plan and contract request. Imagine Schools at South Indian River County, LLC, was a High Performing school that served kindergarten through eighth grade students with a current enrollment of 895. A copy of the contract was available prior to the meeting. Superintendent recommended approval.

Term: Unless terminated earlier pursuant to 1002.33, F.S., or pursuant to the terms hereof, the Charter shall cover a term of 15 school years, commencing with the 2014-2015 school year. The Charter shall expire on June 30, 2029.

Vice Chairman McCain called for a motion. Mrs. Disney-Brombach moved approval of the Imagine Indian River South, LLC, Charter School Application and Contract Renewal. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

I. Approval of Banking Contract Agreement with Wells Fargo Bank, NA – Mr. Morrison

This request was for approval of the following documents for banking services under a proposal presented October 17, 2013, and awarded to Wells Fargo on December 17, 2013. Contract to begin on June 3, 2014. Wells Fargo-Master Banking Services Agreement 1.4 Wells Fargo-Service Descriptions, 1.5 Wells Fargo-Commercial Account Agreement. Superintendent recommended approval.

Vice Chairman McCain called for a motion. Mrs. Simchick moved approval of banking contract agreement with Wells Fargo Bank, NA. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

J. Approval of Release of Partial Retainage Payment to Pirtle Construction Company for the Fellsmere Elementary Expansion Project Phase II (SDIRC 2012-11) – Mr. Morrison

Approval was recommended for release of Partial Retainage in the amount of \$261,255.49 to Pirtle Construction Company for the Fellsmere Elementary School Expansion Project Phase II (SDIRC 2012-11). On July 23, 2013, the Board approved the Guaranteed Maximum Price (GMP) for Phase II in the amount of \$6,126,659.00. Retainage held to date for Phase II of the project totals \$290,283.89, with a remaining balance of \$29,028.40 after approval of partial retainage payment. The remaining retainage balance would be brought to the Board at a later date, upon completion of the project as approval of Final Payment to the contractor in accordance with Florida Statute 1013.50. Superintendent recommended approval.

Vice Chairman McCain called for a motion. Mrs. Disney-Brombach moved approval of the release of partial retainage payment to Pirtle Construction Company for the Fellsmere Elementary expansion project Phase II (SDIRC 2012-11). Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

K. Approval of Release of Final Retainage Payment to Proctor Construction Company for the Treasure Coast Elementary Expansion Project (SDIRC 2013-08) – Mr. Morrison

Approval was recommended for the release of Retainage in the amount of \$274,262.95 to Proctor Construction Company for the Treasure Coast Elementary Expansion Project (SDIRC 2013-08). On April 23, 2013, the Board approved the Guaranteed Maximum Price (GMP) for this project in the amount of \$5,633,379.78. On December 17, 2013, the Board approved to increase the GMP to \$5,884,007.62 to include the replacement of two (2) chillers as part of the project. The final construction cost for this project totaled \$5,385,707.62. The unused portion of the GMP, in the amount of \$498,300.00, was a savings to the District. Final payment for this project was being brought to the Board for approval in accordance with Florida Statute 1013.50. The final payment to the contractor consisted of the project retainage that was held until project completion. Superintendent recommended approval.

Vice Chairman McCain called for a motion. Mrs. Disney-Brombach moved approval of release of final retainage payment to Proctor Construction Company for the Treasure Coast Elementary Expansion Project (SDIRC 2013-08). Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

L. Approval to Award Cathco, Inc., for Improvements to the Parent Loop and Parking Area at Rosewood Magnet RFP 2014-28 - Mr. Morrison

An RFP was promulgated for improvements to the parent pick-up/drop-off loop and parking area at Rosewood Magnet. The net financial impact to the District is \$155,136. Award was made not on the basis of price alone but to the proposer whose submission contained the most advantageous combination of price, qualifications, experience, and references. Award was recommended to Cathco, Inc., as the best and lowest proposal meeting specifications, terms, and conditions. Please see attached evaluation sheet. Superintendent recommended approval.

Vice Chairman McCain called for a motion. Mrs. Simchick moved approval to award Cathco, Inc., for improvements to the parent loop and parking area at Rosewood Magnet RFP 2014-28. Mrs. Disney-Brombach seconded the motion and it carried with a 4-1 vote. Mrs. Johnson, Mrs. Disney-Brombach, Ms. Jimenez, and Mrs. Simchick voted in favor of the motion. Vice Chairman McCain voted against the motion.

M. Approval of Owner/Contractor Construction Agreement for Rosewood Magnet School Traffic and Parking Improvements (SDIRC 2014-28) – Mr. Morrison

Approval was recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Cathco Inc., for the Traffic and Parking Improvements at Rosewood Magnet School (SDIRC 2014-28) in the amount of \$170,649.60. The project would include construction of a 1,100 +/- LF of a 2-lane roadway, striping, signage, storm water improvements, landscaping, and miscellaneous site improvements; as well as, the construction of a new parking area with 13 new spaces, curbing, and gates. The contract amount consisted of the Contractor's Base Bid in the amount of \$155,136.00 and an owner added contingency in the amount of \$15,513.60 that included all construction costs

associated with this project. The contract amount did not include Architect/Engineering or testing fees. Superintendent recommended approval.

Vice Chairman McCain called for a motion. Mrs. Simchick moved approval of the Owner/Contractor Construction Agreement for Rosewood Magnet School Traffic and Parking Improvements (SDIRC 2014-28). Mrs. Johnson seconded the motion and it carried with a 4-1 vote. Mrs. Johnson, Mrs. Disney-Brombach, Ms. Jiménez, and Mrs. Simchick voted in favor of the motion. Vice Chairman McCain voted against the motion.

N. Approval to Award RFP 2014-27 to Complete Modular Solutions, LLC, for a Healthcare Modular Building RFP 2014-27 - Mr. Morrison

An RFP was promulgated for the purchase of a 30' x 60' 1,750 square foot, Type V-B modular building. The awarded vendor would design, fabricate, deliver, and set in place as per the specifications, terms, and conditions of this RFP. The bid price also included site work, utility, water, and sewer connections. The net financial impact to the District was \$128,630. Award was not made on the basis of price alone but to the proposer whose submission contained the most advantageous combination of price, qualifications, experience, and references. Award was recommended to Complete Modular Solutions, LLC, as the best and lowest proposal meeting specifications, terms, and conditions. Please see the attached evaluation sheet. Superintendent recommended approval.

Vice Chairman McCain called for a motion. Mrs. Simchick moved approval to award RFP 2014-27 to Complete Modular Solutions, LLC, for a Healthcare Modular Building RFP 2014-27. Mrs. Johnson seconded the motion and it carried with a 4-1 vote. Mrs. Johnson, Mrs. Disney-Brombach, Ms. Jiménez, and Mrs. Simchick voted in favor of the motion. Vice Chairman McCain voted against the motion.

O. Approval to Issue a Purchase Orders to United Data Technologies for Audio Visual Systems at Various Locations - Mr. Green

Pursuant to School Board Policy 6320, the Superintendent's authority was limited to purchase commodities and/or contractual services where the total amount did not exceed \$50,000 and did not exceed the applicable appropriation in the District Budget. This request was to grant the authority for the Superintendent to issue a purchase order to United Data Technologies (UDT) in the amount of \$615,249. The majority of classrooms throughout the District had been retrofitted with the Extron PoleVault or the WallVault A/V Systems that included interactive LCD projectors, wireless microphones, speakers, and wall mounted control panels. This purchase was to equip all remaining classrooms, computer labs, and cafeterias (see attached list) with this audio visual system. This price included all equipment, installation, configuration, and testing. Funding was through the 0.6 voter approved millage. Pricing referenced two existing contracts: Florida State Contract 880-000-09-1 for the Epson and Extron equipment. This contract expired February 18, 2015. The second contract was Lee County, FL RFP R127035JM for IT Hardware, Software, and Equipment. This contract expired June 4, 2015. Please see the attached list of equipment itemize by school, the itemized cost of a single classroom audio visual system, an itemized cost for an elementary, a middle school cafeteria system, and bid documentation. Superintendent recommended approval.

Vice Chairman McCain called for a motion. Mrs. Simchick moved approval to issue purchase orders to United Data Technologies for Audio Visual Systems at Various Locations. Mrs. Disney-Brombach seconded the motion and it carried unanimously, with a 5-0 vote.

P. Approval to Issue a Purchase Order to CDW Government for Desktop Computers for Various Locations - Mr. Green

Pursuant to School Board Policy 6320 the Superintendent's authority was limited to purchase commodities and/or contractual services where the total amount did not exceed \$50,000 and did not exceed the applicable appropriation in the District Budget. This request was to grant the authority for the Superintendent to issue a purchase order for 1,500 desktop computers to CDW Government (CDWG) in the amount of \$685,395.00. This purchase was for the Information Technology Department's District wide pc/desktop refresh program for the 2014 – 2015 school year. This purchase was for small form factor desktop computers with additional factory installed memory (no monitors). Funding was through the 0.6 voter approved millage. Pricing references two (2) existing contracts: the National Joint Powers Alliance Contract for memory, #111309-CDW Technology & Communications Solutions that would expire on 12/15/14 and the Florida State Contract for computers, #250-WSCA-10-ACS (HP WSCA/NASPO Master Price Agreement #B27164) Personal Computers and Related Devices that would expire on 8/31/14. Attached was the quote and bid documentation. Superintendent recommended approval.

Vice Chairman McCain called for a motion. Mrs. Simchick moved approval to issue a purchase order to CDW Government for desktop computers for various locations. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

IX. SUPERINTENDENT'S REPORT

Dr. Adams congratulated Mrs. Disney-Brombach on her appointment of President of the Florida School Boards Association and Mrs. Simchick for being elected as School Board Member for a four-year term. Dr. Adams reported on the IRFIL (Indian River Fellowship for Instructional Leaders) training. She reported on student attendance at summer sessions and thanked John's Island for their contributions for the summer sessions.

X. DISCUSSION

Ms. Jiménez encouraged the Board Members to schedule a conversation regarding retroactive pay. Dr. Adams said that she hoped to be able to schedule an executive session after the next District negotiation session.

XI. SCHOOL BOARD MEMBER MATTERS – Chairman Johnson

Mrs. Disney-Brombach attended the Nurse Pinning Ceremony.

Mrs. Simchick said that she was very excited about serving as a Board Member for the next four years.

XII. INFORMATION AGENDA

A. Charter School Financials – Mr. Morrison

Charter school financial statements were presented to the Board for information only. No approval of a charter school's financial statement was required. This presentation of charter school financial statements was to demonstrate compliance with section 1002.33, Florida Statutes. Specifically, subsection (5) (b) required the District, as sponsor, to monitor the revenues and expenditures of the charter school and to perform the duties provided in s. 1002.345. High performing charter schools were only required to submit financials quarterly. All charter schools currently operating in Indian River have been designated as high performing. Indian River Charter High School, Imagine Schools of South Vero, Sebastian Charter Junior High School, and St. Peter's Academy opted to submit their financials quarterly. North County Charter School opted to submit their financials monthly.

B. Financial Report for Month ending April 2014 -- Mr. Morrison

Attached were the Financial Reports for the month ending April 30, 2014.

C. Monthly Facilities Report – Mr. Morrison

Attached was the Monthly Facilities Report.

XIII. SUPERINTENDENT'S CLOSING

Dr. Adams stated that she would schedule an executive session with the Board soon after the next District Negotiation meeting with the IRCEA Teachers Union Representatives. A video of the June graduations was shown.

XIV. ADJOURNMENT – Chairman Johnson

With no further business, the meeting adjourned at approximately 7:03 p.m.

The District School Board of Indian River County met on July 1, 2014, at 9:20 a.m. The meeting was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 1990 25th Street, Vero Beach, Florida 32960. District School Board Members attending were: Chairman Carol Johnson, Vice Chairman Matthew McCain, and Board Members: Claudia Jiménez, Karen Disney-Brombach, and Dale Simchick. Dr. Frances J. Adams, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present.

Special Business Meeting Minutes

- I. Meeting was called to order by Chairman Johnson.

- II. CONSENT AGENDA
Chairman Johnson called for a motion to adopt the Consent Agenda. Mrs. Disney-Brombach moved approval of the Consent Agenda. Mr. McCain seconded the motion. Board Members were given an opportunity to speak to the motion. The Board voted unanimously in favor of the motion, with a 5-0 vote.

A. Approval of Personnel Recommendations – Mr. Fritz
A list of personnel recommendations that included personnel additions, terminations, and/or changes was available prior to the meeting. Superintendent recommended approval.

- III. ADJOURNMENT – Chairman Johnson

With no further business, the meeting adjourned at approximately 9:25 a.m.

The District School Board of Indian River County met on July 1, 2014 at 9:30 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 32960. District School Board Members attending were: Chairman Carol Johnson, Vice Chairman Matthew McCain, and Board Members: Claudia Jiménez, Karen Disney-Brombach, and Dale Simchick. Dr. Frances J. Adams, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present.

Review 2014-2015 Preliminary Budget and Millage Levy Workshop Minutes

- I. Workshop was called to order by Chairman Johnson.
Chairman Johnson stated that this was the third budget workshop held this year regarding the 2014-2015 Preliminary Budget and Millage Levy.
- II. Purpose of the Workshop – Dr. Adams
Dr. Adams said that the Executive Team had worked very hard in preparation of the Preliminary Budget and Millage Levy being presented at this workshop for consideration.
- III. Presentation – Mr. Morrison
Mr. Morrison introduced the Assistant Superintendents and Mr. Saylor from Brown & Brown Associates, who was present to answer questions on the proposed Insurance Trust Fund budget that included the Employee Health Center.

Mr. Morrison reviewed the handouts that were included in the workshop presentation. He said that the budget was preliminary, as the bills still were coming in and the books had not been closed. Mr. Morrison said that he would cover critical areas of the budget and millage.

Preliminary Budget Book

Referencing the Preliminary Budget Book, Mr. Morrison began the presentation with page 8, "Analysis of 2013-2014 FEFP 4th Calculation vs 2014-15 Conference Report". He noted that the State funds were restricted. Mr. Morrison said that the figures on page 8 were based on the February 2014 Student Count. The TAV (Taxable Assessed Value), Line 3, was \$13,977,204,562. This resulted in an increase of 1.99% as compared to the 2013-2014 FEFP 4th Calculation. On line 27 the total State funding was listed as an increase of \$1,579,283.01 or 3.89% over the 2012-2014 FEFP 4th Calculation. The total local funding was listed as an increase of \$1,263,204.00 or 1.60%. The total funding adjustment was listed as \$2,842,487.01.

Mr. Morrison reviewed the highlights contained within the General Operating Funds. Starting on page 12, the budget details were listed for each school and each ancillary facility. Mr. Morrison said that the schools' budgets were still soft/fluid at this point. As a reference, Mr. Morrison noted on page 14 how student membership affected FTE funding. Dr. Adams stated that overall, in the secondary schools, there was a loss of over 200 FTE X \$6,900 from the traditional student count, as a result of the State recalibration. Mr. Morrison said that loss was also from not making student projections.

Mr. Morrison, referencing a memorandum dated June 4, 2014, from the Florida Department of Education, explained funding limitations for summer school transportation and the ultimate effect on the budget going forward. Dr. Adams noted that although the State was not going to provide funding for third-grade students attending summer school, summer school was required by the State for those students. There was a Board suggestion to consider holding summer school closer to their homes. It was noted that the memorandum from the State was received after the School Districts commitment of the expense. Mr. Morrison gave an update on the sick leave buy back. He then reviewed the Districtwide reserves. Mr. Rynberg gave an update on the issue of dual enrollment funding.

Mr. Morrison reported that based on current information, \$1,200,000 was reserved to fund the newest State mandate for the lowest 300 schools. At this time, the reserve would include four District schools that currently fell into that category--See page 74, Line 522. Mr. Morrison said that this unfunded mandate was the reason for 57% of the deficit for the 2014-2015 budget. The test results on proficiency and other factors could change the final number of schools affected. Other highlighted areas from page 74 were the Title I differentiated pay, critical needs millage, CWA health insurance increase, CWA salary enhancements, and other line items. Referencing the summary on page 90, Mr. Morrison noted that the bulk of the increases in funding were budgeted at the schools. The budgets at the District level were reduced.

Fund Balance

Referencing the projected fund balances on page 91, Mr. Morrison noted that the total 2014-2015 projected revenue was \$140,787,644 and the total 2014-2015 projected appropriations was \$142,980,008 for a drawdown of (\$2,192,364) from the fund balance. This would result in a projected unassigned fund balance as of June 30, 2015, of \$9,742,426 or 7.15% as a percentage of revenue; plus the assigned \$383,724 or 0.28% as a percentage of revenue. He noted that \$1.2 million of the \$2.1 drawdown was from the lowest 300 State mandate. Mr. Morrison also noted that there was a caveat in regard to personnel expenses that were due to confirmation of end of the year retirements, open positions, and payouts. Mr. Morrison noted the importance of carefully watching the

fund balance in regard to business management ratings. Dr. Adams noted that the deficit was currently projected as \$2.1 million; however, the District was at a \$3.9 million deficit. She said that staff worked diligently in reducing the budget deficit.

Preliminary Budget Book

Mr. Morrison reviewed the Debt Service, Capital Projects, Revenues and Other Financing Sources, and Total Capital Projects Fund Budget. Mr. Morrison stated that the School Impact Fees were not recorded until the funds were received because the funds were erratic. He said that they would schedule a workshop to discuss Impact Fees and would review the projects for the use of those funds.

Regarding a question on consulting fees, Dr. Adams responded that consulting fees could be paid from Title I, II, or other project funding sources. Mr. Morrison said that object code 3100 was used for all consultants' fees (professional/technical/attorney).

Mr. Morrison reviewed the Special Revenue (Federal) Funds. Regarding Title I Migrant funds 3240, Dr. Adams said that the District had fewer migrant classifications but the services would continue under Title I schools. Mr. Morrison said that in regard to Food Services budget, the food pricing would remain the same for students. He noted for the Board that the District does not receive sufficient funding to pay for meals; however, the difference was made up from a la carte items.

Mr. Saylor reviewed the Insurance Trust Fund. He said that by the end of 2014-2015 fiscal year, it was anticipated to meet Safe Harbor. The budget included the startup of the Employee Health Center. Mr. Saylor responded to a question regarding the participation in the Employee Health Center. He said that he had no way of predicting the use of the Center. Mr. Fritz stated that the projected opening date was September 22, 2014.

Mr. Morrison reviewed the Enterprise Fund for Extended Day. He stated that this was one of the areas that could be impacted with the lowest 300 schools mandate because the regular school day would be extended and the extended day would be shortened. Dr. Adams said that the afterschool program would be under the umbrella of the extended day program with targeted academic support. She said that there would be more training for existing staff. Dr. Adams said that there would be no increase in pay because the program did not require certified teachers.

Budget Calendar

July 22, 2014	Business Meeting for Approval to Advertise the Tentative Budget and Proposed Millage Levy
July 31, 2014	Public Hearing to Tentatively Adopt the Millage and Budget
September 9, 2014	Public Hearing to Adopt the Final Budget and Millage for FY 2014-2015

IV. Adjournment – Chairman Johnson

With no further discussion, the workshop adjourned at approximately 10:55 a.m.

CONSENT AGENDA 7/22/14

Personnel Recommendations

1. Instructional Changes
 - Bolitho, Wesley – VBE, from .6 to .8 Speech and Language Pathologist 8/12/14**
 - Colonna, Audrey – ESE, from .6 to 1.0 Speech and Language Pathologist 8/12/14**
 - Keyser, Ann – ~~Treasure Coast~~ **Dodgertown**, from Title 1 Teacher to Reading Coach 8/12/14
 - Lecher, Samantha – Fellsmere, from 3rd Grade Teacher to Math Coach 8/12/14
 - Mandell, Pat – Pelican Island, from 1.0 to .8 Speech and Language Pathologist 8/12/14**
 - Moody, Adrienne – VBHS, from ESE VE Teacher to Resource Specialist 8/12/14
 - Shemo, Delores – VBE, from Pre-K Teacher to ESE Resource Specialist 8/12/14
 - Swanigan, Denise – Dodgertown, from 5th Grade Teacher to Math Coach 8/12/14
 - Toohy, Carolyn – VBE, from .6 to .8 Speech and Language Pathologist 8/12/14**
 - Wallehauser, Joann- Pelican Island, from 2nd Grade Teacher to Math Coach 8/12/14
2. Instructional Leaves
 - Avers, Amber – Sebastian Elementary, 8/13/14-11/4/14
 - Zissel, Angela – VBE, 8/12/14-11/10/14**
3. Instructional Promotions
4. Instructional Transfers
 - Arreola, Maria – from Treasure Coast 2nd Grade Teacher to Dodgertown ESOL Teacher 8/12/14
 - Good, Kelly – from Glendale .4 Reading Coach to Pelican Island 1.0 Reading Coach 8/12/14**
 - Harbin, Abigail – from Citrus 4th Grade Teacher to VBE 2/3 ELA Teacher 8/12/14**
 - Kendrick, Megan – from Storm Grove Reading Teacher to Professional Development Teacher on Assignment 8/12/14**
 - Klein, Sharon – from Fellsmere ESE VE Teacher to Pelican Island Title 1 Resource Teacher 8/12/14
 - Mays-Cucci, Glorinda – from FLC ESE Teacher to Wabasso ESE VE Teacher 8/12/14**
 - Molton, Dawn – from Highlands 5th Grade Teacher to VBHS Critical Thinking Teacher 8/12/14
 - Smith, Judith – from ESE District Resource Specialist to Storm Grove Middle ESE Language Arts Teacher 8/12/14**

5. Instructional Separations
 Almand, Summer – Beachland, resignation 6/10/14
 Freedman, Caitlin – VBE, resignation 7/18/14
 Giunta, Susan – SRMS, retirement, entering DROP 12/1/14
 Head, Cynthia – VBHS, retirement, exiting DROP 6/10/14
Miquelon, Cathryn – Fellsmere, retirement, entering DROP 9/1/14
 Williams, Mallory – Fellsmere, resignation 6/10/14
6. Instructional Employment
Adams, Vanessa – VBHS, Math Teacher 8/12/14
 Alexander, Carrie – Glendale, 3rd Grade Teacher 8/12/14
Anderson, Katherine – Storm Grove Middle, Social Studies Teacher 8/12/14
 Arendell, Laurel – VBE, 4/5 LA Teacher 8/12/14
 Barrie, Emily – Glendale, 3rd Grade Teacher 8/12/14
 Bourlotos, Rhonda – SRHS, English Teacher 8/12/14
 Burns, Sheri – Liberty Magnet, ESE/Autism Teacher 8/12/14
 Carr, Belinda – Dodgertown, 5th Grade Teacher 8/12/14
 Coonce, Amy – VBHS, Art Teacher 8/12/14
Cubreath, Kristin – Fellsmere, 3rd Grade Teacher 8/12/14
Hamilton, Casey- Dodgertown, ESE Teacher 8/12/14
 Holly, Emily – Glendale, 2nd Grade Teacher 8/12/14
 House, Tessa – Fellsmere, 1st Grade Teacher 8/12/14
 Kastner, Amanda – Gifford Middle, Band Director 8/12/14
 Knapp, Dianne – Citrus, 2nd/3rd Grade Teacher 8/12/14
 Kosal, Christie – Glendale, Music Teacher 8/12/14
 Libby, Amanda – VBE, Kindergarten Teacher 8/12/14
Littles-Rolle, Nena – VBHS, English Teacher 8/12/14
 Mashiotta, Brenda – Osceola Magnet, 1st Grade 8/12/14
Masterson, Jena – VBE, 2nd Grade Teacher 8/12/14
 McLean, Kara – VBE, K/1 STEM Teacher 8/12/14
Medina, Shea – Treasure Coast, 1st Grade Teacher 8/12/14
Modesitt, Kimberly – Treasure Coast, Art Teacher 8/12/14
Rubio, Martha – VBHS, Reading Teacher 8/12/14
 Osowski, Jill – Osceola Magnet, 3rd Grade Teacher 8/12/14
Riggins, Curtis – Highlands, PE Teacher 8/12/14
Riskin, Robert – VBHS, Math Teacher 8/12/14
 Rutherford, Amie – Professional Development, Teacher on Assignment 8/12/14
Schofield, Richard – Highlands, 5th Grade Teacher 8/12/14
Singewald, Jessica – VBHS, Volleyball Coach, supplement only 8/18/14
Skindle, Adam – SRHS, Physics Teacher 8/12/14
 Sloan, Alexandra – Dodgertown, 4th Grade Teacher 8/12/14
 Smith, Lisa – Glendale, Kindergarten Teacher 8/12/14
 Stiles, Anita – VBE, 2/3 ELA Teacher 8/12/14

Stonecypher, Jazmine – VBHS, Science Teacher 8/12/14
Strate, Dustin – Highlands, 5th Grade Teacher 8/12/14
Swink, Christine – VBE, 4/5 Teacher 8/12/14
Taylor, Kaitlin – Highlands, 3rd Grade Teacher 8/12/14
Trevisol, Jeff – VBE, 3rd Grade Teacher 8/12/14
Wellmanker, Kevin – VBE, Music Teacher 8/12/14
**Williams, Jeremy – VBHS, Track Coach, supplement only
8/18/14**

Woods, Faith – Fellsmere, 3rd Grade Teacher 8/12/14
Zeppa, Lauren – Highlands, Intermediate Teacher 8/12/14
**Zuniga, Christopher – VBHS, Head Wrestling Coach,
supplement only 8/18/14**

7. Support Staff Changes

Borgman, Jim – Gifford Middle, change start date from 7/1/14 to
7/7/14

Freeman, Ronald – SRHS, change start date from 7/1/14 to 7/7/14

**Hayes, Christina – ESE, from District Psychologist to Program
Specialist 7/28/14**

**Keller, Renee – Student Services, from .8 to .6 School
Psychologist 8/12/14**

**Kramek, Mary – Student Services, from .6 to .8 School
Psychologist 8/12/14**

**McGough, Traci - Student Services, from 1.0 to .6 School
Psychologist 8/12/14**

**Wisneski, Jennifer - Student Services, from .6 to 1.0 School
Psychologist 8/12/14**

Williams, Timothy – Physical Plant, from Work Order Specialist to
Electronics Technician I 7/1/14

8. Support Staff Leaves

Balsamo, Thomas – I.T., change to 6/25/14-7/7/14

Valenzuela, Martin – SRHS, 7/8/14-8/8/14

9. Support Staff Promotions

**Hunt, Randall – from ESE Resource Specialist to ESE Program
Specialist 7/28/14**

Johnson, Barbara – from FLC Computer Lab Manager to I.T.
Educational Technology Specialist 7/14/14

Reyes, Felix – from SRHS Math Teacher to I.T. Educational
Technology Specialist 7/16/14

**Susino, Joseph – from Sebastian Elementary Food Service
Cook to Pelican Island Food Service Manager 8/8/14**

10. Support Staff Transfers

**Burton, Deborah – from FLC ESE Teacher Assistant to
Wabasso ESE Teacher Assistant 8/18/14**

Pressley, Angie – from Dodgertown Media Assistant to Osceola
Magnet Media Assistant 8/12/14

Teague, Staci – from VBE Food Service Worker to Fellsmere Food

- Service Worker 8/18/14
11. Support Staff Separations
Hall, Claire – Student Services, retirement, exiting DROP 9/30/14
Jones, Kimberly – Curriculum and Instruction, resignation 7/1/14
Rawley, Lynn – Sebastian Elementary, retirement, exiting DROP 8/11/14
Schaffer, Grace – VBE, resignation 6/6/14
West, Barbara – Rosewood Magnet, retirement, entering DROP 10/1/14
 12. Support Staff Employment
Adams-Bagley, Adrina – Rosewood Magnet, ESE Teacher Assistant 8/18/14
Andresen, Shayna – Dodgertown, Teacher Assistant 8/18/14
Bell, Lakeydra – Transportation, Bus Assistant 8/18/14
Cariker, Megan – Citrus, Teacher Assistant 8/18/14
Clark, Sheila – Wabasso, Health Assistant 8/12/14
Clark, Tascha – SRHS, Custodian 7/23/14
Herndon, Peter – I.T., Ed Tech Specialist 7/23/14
Lang, Brianna – Citrus, ESE Teacher Assistant 8/18/14
Market, Donald – Highlands, Title 1 Teacher Assistant 8/18/14, sunsets at the end of 2014-2015 school year
Oseroff, Jennifer – ESE, School Psychologist 8/12/14
Reyes, Desiree – ESE, School Psychologist 8/12/14
Scarborough, Lauren – Transportation, Bus Assistant 8/18/14
Smeltzer, Stephanie – VBHS, ESE Teacher Assistant 8/18/14
Wert, Haylee – SRHS, Receptionist 7/28/14
 13. Administrative Separations
 14. Administrative Employment
Tucker, Shawn – Transportation, Director of Transportation 8/4/14
 15. Administrative Leaves
 16. Approval of Placement in Instructional Substitute Pool
 17. Approval of Placement in Support Staff Substitute Pool
Alongo, Laura – Substitute Bus Assistant 8/18/14
Bell, Lakeydra – Substitute Bus Assistant 8/18/14
Grummell, Lisa – Substitute Bus Assistant 8/18/14
Hanlon, Cary – Substitute Bus Assistant 8/18/14
Olson, Judy – Substitute Bus Assistant 8/18/14
Perry, Rebecca – Substitute Bus Assistant 8/18/14
Scarborough, Lauren – Substitute Bus Assistant 8/18/14
 18. Approval is recommended for a supplement payable to Patsy Herndon, for Transportation Leadership responsibilities from 7/7/14-8/1/14 in the amount of \$1,568.56.

19. Approval is recommended for a job description for a new position, Building Automation Specialist.
20. The current job description for Inventory Specialist has been revised. Revisions were made to the title, reports to and job qualifications. The new title is Parts Expeditor. Approval is recommended.
21. **Administrative Promotion**
Berg, Deborah- from Pelican Island Assistant Principal to Curriculum and Instruction, Director of Elementary Education 7/23/14

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

BUILDING AUTOMATION SPECIALIST

JOB DESCRIPTION

QUALIFICATIONS:

- (1) High School Diploma or equivalent.
- (2) Valid Florida Driver's License.
- (3) Must have completed twenty-four (24) credits in HVAC, or related field, or seven (7) years' experience in A/C repairs/installation/control systems.
- (4) Minimum five (5) years' experience on control systems management with "light: programming.
- (5) Control application experience with major controls vendor preferred. Specifically, Andover Continuum, Johnson Metasys, and Stanley/Schlage access control systems.
- (6) Knowledge of computerized work order systems.
- (7) Strong written and verbal communication skills.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to perform preventative maintenance and diagnostics on automation systems and their components. Ability to test system readings, ensuring an optimal systems operation. Perform system upgrades as needed, support energy resource conservation and monitoring of resource consumption. Create, monitor, coordinate, and implement resource conservations plans. Ability to complete service repairs, replacements/adjustments/calibrations on automated systems and its componenets by following maintenance, troubleshooting and installation instructions. Perform "system checkout" and assist in automation start-ups on new jobs. Monitor District wide automated systems to ensure that the automations systems are properly maintained and operation correctly.

REPORTS TO:

Plant Supervisor - Technical

JOB GOAL

To assist with the development, maintenance and support of the District's building automation and HVAC/Lighting Systems. To ensure they are properly implemented, designed and operation at the maximum benefit of the School District.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Respond to system down calls and emergency calls, both during normal operating hours and after hours as needed. Check indicated points of trouble, analyze full requirements of systems involved and check/test system components. Direct Technicians to diagnose

BUILDING AUTOMATION SPECIALIST (Continued)

and repair problems. Develop preventative maintenance programs to be carried out by others.

- * (2) Handle over-rides and special programming as needed. Provide documentation and verification of system performance both during occupied and after hours operations.
- * (3) Provide technical support for all capital projects dealing with control systems.
- * (4) Provide technical support, coaching and direction to end users and field personnel when applicable.
- * (5) Operate and maintain equipment in a safe manner.
- * (6) Assist immediate supervisor in identifying needs. Perform other work related duties as assigned by the Energy/IAQ Manager.
- * (7) Perform other duties as assigned.

Inter/Intra-Agency Communication and Delivery

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

Professional Growth and Improvement

- * (12) Meet and deal effectively with the staff members, students, administrators and other contact persons using tact and good judgment.
- * (13) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- * (14) Adhere to good safety standards
- * (15) Model and maintain high ethical standards.
- * (16) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

Systemic Functions

- * (17) Promote the vision and mission of the district.
- * (18) Assist in implementing the district's goals and strategic commitment.
- * (19) Develop annual goals and objectives consistent with and in support of district goals and priorities.
- * (20) Prepare or oversee the preparation of all required reports and maintain appropriate records.
- * (21) Develop and manage budgets as required.
- * (22) Serve on district, state or community councils or committees as assigned or appropriate.
- * (23) Represent the district in a positive and professional manner.
- * (24) Model and maintain high standards of professional conduct.

Leadership and Strategic Orientation

- * (25) Utilize appropriate strategies and problem-solving tools to make decisions concerning planning, utilization of funds, and delivery of services and evaluation of services provided.
- * (26) Exhibit interpersonal skills to work as an effective team member.
- * (27) Follow Federal and State laws as well as School Board policies.
- * (28) Demonstrate initiative in identifying potential problems or opportunities for improvement.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

BUILDING AUTOMATION SPECIALIST (Continued)

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:

Support Staff

Pay Grade 11

254 day contract (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

PARTS EXPEDITOR

JOB DESCRIPTION

QUALIFICATIONS:

- (1) High school diploma or equivalent.
- (2) Valid Florida CDL driver's license or ability to secure.
- (3) Experience or knowledge of associated software programs and procurement, warehousing and inventory control of tools, equipment, parts, materials, supplies and services.
- (4) Experience with maintenance trades, blueprints and basic skill to use the tools of the trades.
- (5) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of maintenance parts and supplies. Knowledge of automated inventory control systems. Ability to maintain a neat and accurate inventory of parts and supplies. Ability to organize and prioritize activities. Proficiency in the use of computer applications. Ability to use various office equipment. Ability to follow oral and written instructions. Ability to maintain records.

REPORTS TO:

Plant Supervisor - Technical

JOB GOAL

To supply maintenance with parts needed to keep equipment and schools running smoothly.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- * (1) Receive and verify parts and equipment for accuracy and for signature of related packing slips.
- * (2) Assist in the inventory process.
- * (3) Issue parts and supplies to maintenance workers.
- * (4) Post parts to maintenance work orders, inventory cards, and to the computer.
- * (5) Solicit verbal and written quotations from vendors regarding best prices for ordering stock items.
- * (6) Process requisitions for purchase orders to replenish stock.
- * (7) Receive and store material, marking items with stock numbers.
- * (8) Check invoices against purchase orders to be sure all items are received and priced correctly.

PARTS EXPEDITOR (Continued)

- *(9) Review activity of stock items and determine what should be phased out.
- *(10) Prepare obsolete parts to be sold at auction.
- *(11) Assemble, pack and arrange for transport of materials.
- *(12) Prepare and complete all work orders and records as necessary.
- *(13) Properly store all parts according to size and demand.
- *(14) Maintain parts room in a clean and orderly way.
- *(15) Demonstrate initiative in the performance of assigned responsibilities.

Employee Qualities/Responsibilities

- *(16) Meet and deal effectively with staff members and other contact persons using tact and good judgment.
- *(17) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- *(18) Ensure adherence to good safety standards.
- *(19) Maintain confidentiality regarding school/workplace matters.
- *(20) Model and maintain high ethical standards.
- *(21) Maintain knowledge and skills in assigned area to fulfill position goals and objectives.
- *(22) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

Inter/Intra-Agency Communication and Delivery

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

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.
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:

Support Personnel Pay Grade 8 254 day contract (12 months)

EVALUATION:

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

CHARTER SCHOOL TRANSPORTATION AGREEMENT
BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY
AND SEBASTIAN CHARTER JUNIOR HIGH SCHOOL, INC.

This agreement executed on this _____ day of _____, 2014, and is entered into by and between the School Board of Indian River County, ("sponsor" herein), and Sebastian Charter Junior High School, Inc. ("the Charter School")

This agreement is for the purpose of providing transportation of the Charter School's students consistent with the requirements of Chapter 1006.21, Florida Statutes, under the following terms and conditions.

- I. Charter Schools authorized by the School Board of Indian River County shall transport students in accordance with the requirements of Chapter 1006.21, of the Florida Statutes. Options shall include operating their own bus(es) or contracting with the Transportation Department of the School Board of Indian River County. The Charter School and the sponsor shall cooperate in making arrangements to ensure that transportation is not a barrier to equal access for all students residing within a distance of not less than two miles and not more than ~~ten-~~ 12 miles from the Charter School. If the Charter School opts to have the student transported less than 2 miles (courtesy rider) then the Charter School is responsible for the entire per student cost for the transportation, except if designated a hazardous walking condition by Indian River County and the Department of Education as stated in Section 1006.23, Florida Statutes. The Charter School must verify and authorize in writing prior to the transporting of any student.
- II. If operating a bus, or fleet of buses, provisions of Chapter 1006.21 regarding inspection and maintenance of the vehicle(s), (Chapter 1006.22 and SBE 6A-3.0171) training, in-service and drug/alcohol testing of drivers must be observed (Chapter 1012.45, Florida Statutes.)
- III. If the Charter School elects to contract with the School Board the Charter School agrees to the School Board's reporting of FTE (FEFP) and agrees to pay any difference in the actual costs for student transportation not met by the FEFP reimbursement. Invoices will be sent two times per year. The first after certification of the October FTE count and the second after certification of the February FTE count. Charges will be made for those two counts at one half the yearly Charter School cost for transportation. These costs are for an FTE generated student; students who do not qualify for FTE transportation will be assessed the full cost for transportation. The difference between the reimbursement and the actual costs incurred for student transportation by the Charter School, will be calculated as follows:

Total transportation operating expenditures, plus bus replacement, less transportation FEFP revenue divided by total number of students transported for the prior fiscal year.

CHARTER SCHOOL TRANSPORTATION AGREEMENT
BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY
AND SEBASTIAN CHARTER JUNIOR HIGH SCHOOL, INC.

The Sebastian Charter Junior High School, Inc. also agrees to the following:

- A. The opening and closing dates of school, and school holidays will coincide with the school calendar of Indian River County District schools.
- B. Specific lists of students to be transported, with names and addresses, will be sent to the Transportation Department of the School Board of Indian River County, by July 11, 2014.
- C. Transportation schedules will coincide with District schedules.
- D. Requests for transportation of any students with special needs must be made at least five days in advance of the anticipated service. Adequate information, including a copy of the students IEP cover sheet, must be included with the request. Any special equipment or staff and the cost of such equipment and/or staff will be assumed by the Charter School and must meet the standards necessary to ensure student safety on the school bus.
- E. Transportation for any activity the Charter School may wish to participate in that is not the regular home to school transportation will be considered extra curricular transportation and shall be subject to availability. Requests for this type of transportation must be received, in writing, at least 14 days in advance of the event. The cost for this service will be the Board approved mileage rate per mile charged to non-profit and school related groups plus the actual salary and benefit cost of the driver.
- F. The Charter School agrees to set and enforce the high standards for student conduct on school buses as outlined in the student handbook of the sponsor. The sponsor may exclude any student, whose behavior is unacceptable, from school bus transportation.
- G. Routes for Charter School students will be determined by the Indian River County School Board transportation department.
- H. Evidence of proper insurance coverage as required by the School Board.

In the event the Charter School employs their own driver or the Charter School has their own bus the following will apply:

Substitute Drivers

There may be occasions where the Charter School's employed driver is unable to perform his/her duties. On such occasions, the Charter School may provide their own certified substitute driver provided they have been certified by the district and all certification is on file with the Transportation Department. In addition, the charter school may use School District substitute drivers based upon availability of a driver. If using a School District substitute driver, the approved hourly rate plus fringe benefits of the driver will be charged to the Charter School for the driver's time of service.

CHARTER SCHOOL TRANSPORTATION AGREEMENT
BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY
AND SEBASTIAN CHARTER JUNIOR HIGH SCHOOL, INC.

Spare Buses

There may be occasions where the Charter School's bus is out of service and a spare bus will be required to provide transportation. Any spare bus used must comply with Florida Statutes Chapter 1006.21. Private vehicles may be used in accordance with Chapter 1006.21.

If a School District spare bus is available and requested by the Charter School, the bus will be provided at the rate established for transportation approved by the District School Board. This rate will be at the Board approved mileage rate and the actual hourly rate plus fringe benefits of the driver provided. Only School District employees or approved substitute drivers may operate District vehicles.

Sebastian Charter Junior High School, Inc. agrees to renegotiate a transportation contract annually with the sponsor.

Provisions of this contract will begin on the first day of transportation services to or from the Charter School.

Executed this _____ day of _____, 2014.

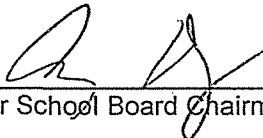
School Board of Indian River County

School Board of Indian River County, Board Chairman

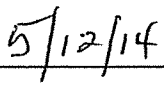
Date

School Board of Indian River County, Board Secretary


Date



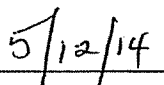
Charter School Board Chairman



Date



Charter School Board Secretary



Date

CHARTER SCHOOL TRANSPORTATION AGREEMENT
BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
AND NORTH COUNTY CHARTER SCHOOL, INC.

This agreement executed on this _____ *day of* _____ **2014**, and is entered into by and between the School Board of Indian River County ("sponsor" herein), and **North County Charter School, Inc.** ("the Charter School").

This agreement is for the purpose of providing transportation of the Charter School's students consistent with the requirements of Chapter 1006.21, Florida Statutes, under the following terms and conditions.

- I. Charter Schools authorized by the School Board of Indian River County shall transport students in accordance with the requirements of Chapter 1006.21, of the Florida Statutes. Options shall include operating their own bus(es) or contracting with the Transportation Department of the School Board of Indian River County. The Charter School and the sponsor shall cooperate in making arrangements to ensure that transportation is not a barrier to equal access for all students residing within a distance of not less than two miles and not more than ten miles from the Charter School except in the case of students residing in Fellsmere. Fellsmere students will be picked up and returned to the following stops:

Sonrise Apts.
Whispering Pine Apts.
89th St & 101st Ct
89th St & 107th Ave
City Hall
Massachusetts Ave & Elm St
CR 512 & 126th Ct
101st Ave & 89th St
101st Ave & 83rd St
Sebastian River Landings

****These routes may be adjusted if necessary during the term of this contract.**

Transportation will not be provided for students South of 41st Street, East of the Intracoastal Waterway, nor North of Indian River County line. Parents of students residing outside these limits will be required to provide transportation for the students(s). If the Charter School opts to have the student transported less than 2 miles (courtesy rider) then the Charter School is responsible for the entire per student cost for the transportation, except if designated a hazardous walking condition by Indian River County and the Department of Education as stated in Section 1006.23, Florida Statutes. The Charter School must verify and authorize in writing prior to the transporting of any student.

- II. If operating a bus, or fleet of buses, provisions of Chapter 1006.21 regarding inspection and maintenance of the vehicle(s), (Chapter 1006.22 and SBE 6A-3.0171) training, in service and drug/alcohol testing of drivers must be observed (Chapter 1012.45, Florida Statutes.)
- III. If the Charter School elects to contract with the School Board, the Charter School agrees to the School Board's reporting of FTE (FEFP) and agrees to pay any difference in the actual costs for student transportation not met by the FEFP reimbursement. Invoices will be sent two times per year. The first after certification of the October FTE count and the second after certification of the February FTE count. Charges will be made for those two counts at one half the yearly Charter School cost for transportation. These costs are for an FTE generated student; students who do not qualify for FTE transportation will be assessed the full cost for transportation. The difference between the reimbursement and the actual costs incurred for student transportation by the Charter School, will be calculated as follows:

Total transportation operating expenditures, plus bus replacement, less transportation FEFP revenue divided by total number of students transported for the prior fiscal year.

CHARTER SCHOOL TRANSPORTATION AGREEMENT
BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
AND NORTH COUNTY CHARTER SCHOOL, INC.

- IV. The North County Charter School, Inc. also agrees to the following:
- A. The opening and closing dates of school, and school holidays will coincide with the school calendar of Indian River County District schools.
 - B. Specific lists of students to be transported, with names and addresses, will be sent to the Transportation Department of the School Board of Indian River County, by July 11, 2014.
 - C. Transportation schedules will coincide with District schedules.
 - D. Requests for transportation of any students with special needs must be made at least five days in advance of the anticipated service. Adequate information, including a copy of the students IEP cover sheet, must be included with the request. Any special equipment or staff and the cost of such equipment and/or staff will be assumed by the Charter School and must meet the standards necessary to ensure student safety on the school bus.
 - E. Transportation for any activity the Charter School may wish to participate in that is not the regular home to school transportation will be considered extra curricular transportation and shall be subject to availability. Requests for this type of transportation must be received, in writing, at least 14 days in advance of the event. The cost for this service will be charged in like manner to that of Indian River District Schools.
 - F. The Charter School agrees to set and enforce the high standards for student conduct on school buses as outlined in the student handbook of the sponsor. The sponsor may exclude any student, whose behavior is unacceptable, from school bus transportation.
 - G. Routes for Charter School students will be determined by the School Board of Indian River County transportation department.
 - H. Evidence of proper insurance coverage as required by the School Board.

In the event the Charter School employs their own driver or the Charter School has their own bus the following will apply:

Substitute Drivers

There may be occasions where the Charter School's employed driver is unable to perform his/her duties. On such occasions, the Charter School may provide their own certified substitute driver provided they have been certified by the district and all certification is on file with the Transportation Department. In addition, the charter school may use School District substitute drivers based upon availability of a driver. If using a School District substitute driver, the approved hourly rate plus fringe benefits of the driver will be charged to the Charter School for the driver's time of service.

CHARTER SCHOOL TRANSPORTATION AGREEMENT
BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
AND NORTH COUNTY CHARTER SCHOOL, INC.

Spare Buses

There may be occasions where the Charter School's bus is out of service and a spare bus will be required to provide transportation. Any spare bus used must comply with the Florida Statutes Chapter 1006.21. Private vehicles may be used in accordance with Chapter 1006.21.

If a School District spare bus is available and requested by the Charter School, the bus will be provided at the rate established for transportation approved by the District School Board. This rate will be at the Board approved mileage rate and the actual hourly rate plus fringe benefits of the driver provided. Only School District employees or approved substitute drivers may operate District vehicles.

North County Charter School, Inc. agrees to renegotiate a transportation contract annually with the sponsor.

Provisions of this contract will begin on the first day of transportation services to or from the Charter School.

Executed this _____ day of _____, 2014.

School Board of Indian River County

School Board of Indian River County, Board Chairman

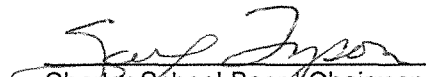


Date


School Board of Indian River County, Board Secretary



Date




Charter School Board Chairman



Date



Charter School Board Secretary



Date

CHARTER SCHOOL TRANSPORTATION AGREEMENT
BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY
AND IMAGINE SCHOOLS AT SOUTH INDIAN RIVER COUNTY, LLC

This agreement executed on this _____ *day of* _____, 2014 and is entered into by and between the School Board of Indian River County, ("sponsor" herein), and Imagine School at South Indian River County, LLC ("the Charter School").

This agreement is for the purpose of providing transportation of the Charter School's students consistent with the requirements of Chapter 1006.21, Florida Statutes, under the following terms and conditions.

- I. Charter Schools authorized by the School Board of Indian River County shall transport students in accordance with the requirements of Chapter 1006.21, of the Florida Statutes. Options shall include operating their own bus(es) or contracting with the Transportation Department of the School Board of Indian River County. The Charter School and the sponsor shall cooperate in making arrangements to ensure that transportation is not a barrier to equal access for all students residing within a distance of not less than two miles and not more than ~~ten~~ 12 miles from the Charter School. If the Charter School opts to have the student transported less than 2 miles (courtesy rider) then the Charter School is responsible for the entire per student cost for the transportation, except if designated a hazardous walking condition by Indian River County and the Department of Education as stated in Section 1006.23, Florida Statutes. The Charter School must verify and authorize in writing prior to the transporting of any student.

- II. If operating a bus, or fleet of buses, provisions of Chapter 1006.21 regarding inspection and maintenance of the vehicle(s), (Chapter 1006.22 and SBE 6A-3.0171) training, in-service and drug/alcohol testing of drivers must be observed (Chapter 1012.45, Florida Statutes.)

- III. If the Charter School elects to contract with the School Board, the Charter School agrees to the School Board's reporting of FTE (FEFP) and agrees to pay any difference in the actual costs for student transportation not met by the FEFP reimbursement. Invoices will be sent two times per year. The first after certification of the October FTE count and the second after certification of the February FTE count. Charges will be made for those two counts at one half the yearly Charter School cost for transportation. These costs are for an FTE generated student; students who do not qualify for FTE transportation will be assessed the full cost for transportation. The difference between the reimbursement and the actual costs incurred for student transportation by the Charter School, will be calculated as follows:

Total transportation operating expenditures, plus bus replacement, less transportation FEFP revenue divided by total number of students transported for the prior fiscal year.

CHARTER SCHOOL TRANSPORTATION AGREEMENT
BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY
AND IMAGINE SCHOOLS AT SOUTH INDIAN RIVER COUNTY, LLC

The Imagine Schools at South Indian River County, LLC also agrees to the following:

- A. The opening and closing dates of school, and school holidays will coincide with the school calendar of Indian River County District schools.
- B. Specific lists of students to be transported, with names and addresses, will be sent to the Transportation Department of the School Board of Indian River County, by July 11, 2014.
- C. Transportation schedules will coincide with District schedules.
- D. Requests for transportation of any students with special needs must be made at least five days in advance of the anticipated service. Adequate information, including a copy of the students IEP cover sheet, must be included with the request. Any special equipment or staff and the cost of such equipment and/or staff will be assumed by the Charter School and must meet the standards necessary to ensure student safety on the school bus.
- E. Transportation for any activity the Charter School may wish to participate in that is not the regular home to school transportation will be considered extra curricular transportation and shall be subject to availability. Requests for this type of transportation must be received, in writing, at least 14 days in advance of the event. The cost for this service will be the Board approved mileage rate per mile charged to non-profit and school related groups plus the actual salary and benefit cost of the driver.
- F. The Charter School agrees to set and enforce the high standards for student conduct on school buses as outlined in the student handbook of the sponsor. The sponsor may exclude any student, whose behavior is unacceptable, from school bus transportation.
- G. Routes for Charter School students will be determined by the School Board of Indian River County transportation department.
- H. Evidence of proper insurance coverage as required by the School Board.

In the event the Charter School employs their own driver or the Charter School has their own bus the following will apply:

Substitute Drivers

There may be occasions where the Charter School's employed driver is unable to perform his/her duties. On such occasions, the Charter School may provide their own certified substitute driver provided they have been certified by the district and all certification is on file with the Transportation Department. In addition, the charter school may use School District substitute drivers based upon availability of a driver. If using a School District substitute driver, the approved hourly rate plus fringe benefits of the driver will be charged to the Charter School for the driver's time of service.

CHARTER SCHOOL TRANSPORTATION AGREEMENT
BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY
AND IMAGINE SCHOOLS AT SOUTH INDIAN RIVER COUNTY, LLC

Spare Buses

There may be occasions where the Charter School's bus is out of service and a spare bus will be required to provide transportation. Any spare bus used must comply with Florida Statutes Chapter 1006.21. Private vehicles may be used in accordance with Chapter 1006.21.

If a School District spare bus is available and requested by the Charter School, the bus will be provided at the rate established for transportation approved by the District School Board. This rate will be at the Board approved mileage rate and the actual hourly rate plus fringe benefits of the driver provided. Only School District employees or approved substitute drivers may operate District vehicles.

Imagine Schools at South Indian River County, LLC, agrees to renegotiate a transportation contract annually with the sponsor.

Provisions of this contract will begin on the first day of transportation services to or from the Charter School.

Executed this _____ *day of* _____, 2014.

School Board of Indian River County

School Board of Indian River County, Board Chairman

Date

School Board of Indian River County, Board Secretary

Date



Charter School Board Chairman

Date



Charter School Board Secretary

Date

CHARTER SCHOOL TRANSPORTATION AGREEMENT
BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY
AND ST. PETER'S ACADEMY, INC.

This agreement executed on this _____ day of _____, 2014, and is entered into by and between the School Board of Indian River County ("sponsor" herein), and St. Peter's Academy, Inc. (" the Charter School").

This agreement is for the purpose of providing transportation of the Charter School's students consistent with the requirements of Chapter 1006.21, Florida Statutes, under the following terms and conditions.

- I. Charter Schools authorized by the School Board of Indian River County shall transport students in accordance with the requirements of Chapter 1006.21, of the Florida Statutes. Options shall include operating their own bus(es) or contracting with the Transportation Department of the School District of Indian River County. The Charter School and the sponsor shall cooperate in making arrangements to ensure that transportation is not a barrier to equal access for all students residing within a distance of not less than two miles and not more than ~~ten~~ **12 miles** from the Charter School. If the Charter School opts to have the student transported **less** than 2 miles (courtesy rider) then the Charter School is responsible for the **entire** per student cost for the transportation, except if designated a hazardous walking condition by Indian River County and the Department of Education as stated in Section 1006.23, Florida Statutes. The Charter School must verify and authorize in writing prior to the transporting of any student.

- II. If operating a bus, or fleet of buses, provisions of Chapter 1006.21 regarding inspection and maintenance of the vehicle(s), (Chapter 1006.22 and SBE 6A-3.0171) training, in-service and drug/alcohol testing of drivers must be observed (Chapter 1012.45, Florida Statutes.)

- III. If the Charter School elects to contract with the School District, the Charter School agrees to the School District's reporting of FTE (FEFP) and agrees to pay any difference in the actual costs for student transportation not met by the FEFP reimbursement. Invoices will be sent two times per year. The first after certification of the October FTE count and the second after certification of the February FTE count. Charges will be made for those two counts at one half the yearly Charter School cost for transportation. These costs are for an FTE generated student; students who do not qualify for FTE transportation will be assessed the full cost for transportation. The difference between the reimbursement and the actual costs incurred for student transportation by the Charter School, will be calculated as follows:

Total transportation operating expenditures, plus bus replacement, less transportation FEFP revenue divided by total number of students transported for the prior fiscal year.

CHARTER SCHOOL TRANSPORTATION AGREEMENT
BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY
AND ST. PETER'S ACADEMY, INC.

- IV. The St. Peter's Academy, Inc. also agrees to the following:
- A. The opening and closing dates of school, and school holidays will coincide with the school calendar of the School Board of Indian River County.
 - B. Specific lists of students to be transported, with names and addresses, will be sent to the Transportation Department of the School Board of Indian River County, by July 11, 2014.
 - C. Transportation schedules will coincide with District schedules.
 - D. Requests for transportation of any students with special needs must be made at least five days in advance of the anticipated service. Adequate information, including a copy of the students IEP cover sheet, must be included with the request. Any special equipment or staff and the cost of such equipment and/or staff will be assumed by the Charter School and must meet the standards necessary to ensure student safety on the school bus.
 - E. Transportation for any activity the Charter School may wish to participate in that is not the regular home to school transportation will be considered extra curricular transportation and shall be subject to availability. Requests for this type of transportation must be received, in writing, at least 14 days in advance of the event. The cost for this service will be the Board approved mileage rate per mile charged to non-profit and school related groups plus the actual salary and benefit cost of the driver.
 - F. The Charter School agrees to set and enforce the high standards for student conduct on school buses as outlined in the student handbook of the sponsor. The sponsor may exclude any student, whose behavior is unacceptable, from school bus transportation.
 - G. Routes for Charter School students will be determined by the School Board of Indian River County School transportation department.
 - H. Evidence of proper insurance coverage as required by the School Board.

In the event the Charter School employs their own driver or the Charter School has their own bus the following will apply:

Substitute Drivers

There may be occasions where the Charter School's employed driver is unable to perform his/her duties. On such occasions, the Charter School may provide their own certified substitute driver provided they have been certified by the district and all certification is on file with the Transportation Department. In addition, the charter school may use School District substitute drivers based upon availability of a driver. If using a School District substitute driver, the approved hourly rate plus fringe benefits of the driver will be charged to the Charter School for the driver's time of service.

CHARTER SCHOOL TRANSPORTATION AGREEMENT
BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY
AND ST. PETER'S ACADEMY, INC.

Spare Buses

There may be occasions where the Charter School's bus is out of service and a spare bus will be required to provide transportation. Any spare bus used must comply with Florida Statutes Chapter 1006.21. Private vehicles may be used in accordance with Chapter 1006.21.

If a School District spare bus is available and requested by the Charter School, the bus will be provided at the rate established for transportation approved by the District School Board. This rate will be at the Board approved mileage rate and the actual hourly rate plus fringe benefits of the driver provided. Only School District employees or approved substitute drivers may operate District vehicles.

St. Peter's Academy, Inc. agrees to renegotiate a transportation contract annually with the sponsor.

Provisions of this contract will begin on the first day of transportation services to or from the Charter School.

Executed this _____ day of _____, 2014.

School Board of Indian River County

School Board of Indian River County, Board Chairman

Date

School Board of Indian River County, Board Secretary

Date

Charter School Board Chairman

06-05-2014

Date

Mary A. McKinney

Charter School Board Secretary

06-04-2014

Date

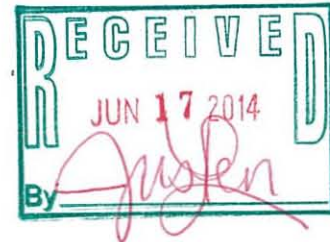
OSCEOLA MAGNET SCHOOL
1110 18th Avenue S.W. • Vero Beach, Florida 32962
Telephone (772) 564-5821



Kathleen Goldstein - Principal

Janice McCord - Assistant Principal

Date: June 16, 2014
To: School Board Members
From: Kathleen Goldstein



Regarding: *Request for Approval of Donation*

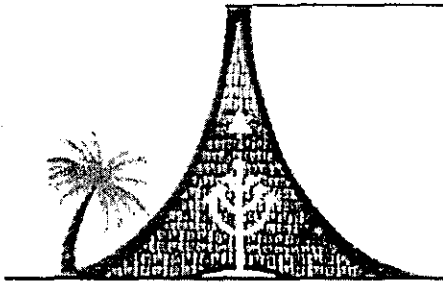
A donation in the amount of \$2,000.00 was received from Mrs. Rose Moore via The Temple Beth Shalom of Vero Beach. The funds are to be used for the installation of the Rhythm Garden or for programming/resources that are part of the learning activities associated with the Garden.

These funds were deposited into Osceola Magnet Elementary School's internal trust fund account entitled Rhythm Garden Fund.

Kathleen Goldstein
Kathleen Goldstein
Principal of Osceola Magnet Elementary School

A Florida "A+" School
"Staff and students exploring this wide, wonderful world together"

School District of Indian River County



Temple Beth Shalom of Vero Beach

Rabbi Michael Birnholz
Cantor Dannah Rubinstein

June 11, 2014

Dear Mrs. Jones, I am happy to be able to give this \$2000 that was given into my care until it was time to start work on the OMS Rhythm Garden. I have already written a thank you to the donor, Mrs. Rose Moore and have promised to keep her apprised of the project. This \$2000 is specifically for the Rhythm Garden project and its surrounding fence. It can be used for the installation of the Garden or for programming/resources that are part of the learning activities associated with the Garden. If there are any questions about the use of these funds, please don't hesitate to be in contact with me.

Rabbi Michael Birnholz

365 43rd Avenue Vero Beach, Florida 32968 (Sanctuary)
355 43rd Avenue Vero Beach, Florida 32968 (Office)
mailing address: PO Box 2113 Vero Beach, Florida 32961

phone: 772-569-4700
Page 2 of 3

fax: 772-569-4701 email: tbsoffice@tbsvero.org web: tbsvero.org
Consent D - 7/22/2014

Liz Tetreault, Principal



Todd Peyton, Assistant Principal

4350 43rd Avenue ♦ Vero Beach, Florida 32967
Telephone: (772) 564-4100 ♦ Fax: (772) 564-4093

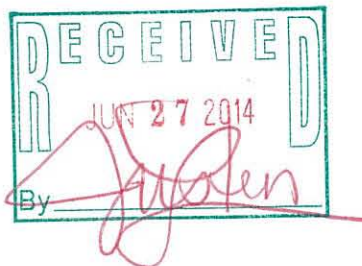
TO: Dr. Fran Adams, Superintendent
FROM: Elizabeth Tetreault, Principal *E.T.*
SUBJECT: Donations
DATE: June 19, 2014

I would like to inform you of a recent donation that Dodgertown has received. We feel very fortunate to have such caring friends.

2nd Donation from Mardy Fish - \$3,000.00
The funds were used for after school enrichment activities for our students.

The Highlands, Seattle, WA - \$1,500.00
The funds were used to help finance the Masquerade Ball Family Night.

Please notify the Board of these donations.



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PROPERTY RECORDS
INVENTORY RECONCILIATION FY2013/2014
PHYSICAL PLANT

***DELETIONS-PENDING BOARD APPROVAL**

PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
82277	RADIO	800MHZ LPE-200 RADIO	9811921	BEYOND REPAIR	05/16/05	\$2,158.45	\$0.00	530	1340
86786	EXTRACTOR/CARPE	SMARTCARE 20"STANDARD SYSTEM	11-54998	CANIBALIZED FOR PARTS	03/23/12	\$2,677.50	\$0.00	530	1340
85921	ENGINE	KAWASAKI TRUCKMOUNT	N/A	CANIBALIZED FOR PARTS	04/08/09	\$2,678.00	\$0.00	530	1340
TOTAL						\$7,513.95	\$0.00		3
TOTAL ACQUISITION COST						\$7,513.95			
TOTAL CURRENT VALUE							\$0.00		
TOTAL COUNT									3

PROPERTY RECORDS
INVENTORY RECONCILIATION FY2013/2014
EXCEPTIONAL STUDENT EDUCATION

***DELETIONS-PENDING BOARD APPROVAL**

PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
75233	COMPUTER UNIT	HATCH TOUCH N PLAY	00-277-10	MISSING CASE# 2014-00087390	10/31/00	\$3,669.75	\$0.00	542	1383
81559	PROJECTOR	BENQ 22 LUMENS	99J7677B6643000172H	MISSING CASE# 2014-00087390	09/21/04	\$1,695.00	\$0.00	530	1383
81560	PROJECTOR	BENQ 22 LUMENS	99J7677B6643000165H	MISSING CASE# 2014-00087390	09/21/04	\$1,695.00	\$0.00	530	1383
81561	PROJECTOR	BENQ 22 LUMENS	99J7677B6643000163H	MISSING CASE# 2014-00087390	09/21/04	\$1,695.00	\$0.00	530	1383
81562	PROJECTOR	BENQ 22 LUMENS	99J7677B6643000154H	MISSING CASE# 2014-00087390	09/21/04	\$1,695.00	\$0.00	530	1383
81707	PROJECTOR	DELL	9CO9P51	MISSING CASE# 2014-00087390	01/18/05	\$1,499.00	\$0.00	542	1383
81736	COMPUTER UNIT	DELL LATITUDE D800 LAPTOP	J33TG61	MISSING CASE# 2014-00087390	01/18/05	\$1,741.64	\$0.00	530	1383
81829	COMPUTER UNIT	17" TOUCH N PLAY PRE K	N/A	MISSING CASE# 2014-00087390	02/28/05	\$2,649.39	\$0.00	542	1383
81967	COMPUTER UNIT	DELL LATITUDE D800 LAPTOP	9S3CZ6	MISSING CASE# 2014-00087390	04/11/05	\$1,741.64	\$0.00	500	1383
82304	COMPUTER UNIT	SOLIST TLCD TOUCH SCREEN	250556	MISSING CASE# 2014-00087390	08/22/05	\$1,290.00	\$0.00	530	1383
82895	COMPUTER UNIT	OPTIPLEX GX620	CC417B1	MISSING CASE# 2014-00087390	06/30/06	\$1,004.00	\$0.00	530	1383
83930	COMPUTER UNIT	HP INTEL CORE DUO T2400	CND7100LFN	MISSING CASE# 2014-00087390	04/23/07	\$1,140.00	\$0.00	530	1383
83931	COMPUTER UNIT	NC6400 INTEL CORE DUO	CND7100LFR	MISSING CASE# 2014-00087390	04/23/07	\$1,140.00	\$0.00	530	1383
83936	COMPUTER UNIT	HP INTEL CORE DUO T2400	CND7100L68	MISSING CASE# 2014-00087390	04/23/07	\$1,140.00	\$0.00	530	1383
83937	COMPUTER UNIT	HP INTEL CORE DUO T2400	CNU71110GP	MISSING CASE# 2014-00087390	04/23/07	\$1,140.00	\$0.00	530	1383
84396	COMPUTER UNIT	SOLIST TLCD TOUCH SCREEN	R70200074	MISSING CASE# 2014-00087390	09/10/07	\$1,485.00	\$0.00	530	1383
84399	COMPUTER UNIT	SOLIST TLCD TOUCH SCREEN	R70200079	MISSING CASE# 2014-00087390	09/10/07	\$1,485.00	\$0.00	530	1383
84579	COMPUTER UNIT	ADMIN LAPTOP T7500	CNU7471N8J	MISSING CASE# 2014-00087390	12/17/07	\$1,320.00	\$0.00	530	1383
85659	COMPUTER UNIT	V/M3 AUGMENTATIVE COMM DEVICE	M3001589/COMPUTER	MISSING CASE# 2014-00087390	01/22/09	\$3,285.00	\$328.50	530	1383
TOTAL						\$32,510.42	\$328.50	19	COUNT
TOTAL ACQUISITION COST						\$32,510.42			
TOTAL CURRENT VALUE							\$328.50		
TOTAL COUNT								19	

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
00075257	APPLE G3 POWER-	S BOOK 20GB HD,50	3,877.00	3,877.00	.00	1383	530	QT042060JYY		11/06/2000	00104930	9999	00	RCY5	
00076795	BAKING & MEAS UP GRA	UPGRADED 6/2005	1,300.00 *	1,300.00	.00	1382	530	W/PR#71935		03/29/2001	00107917	9999	00	RCY5	
00076795	BAKING & MEAS UP GRA	UPGRADED 6/2005	2,018.00 *	2,018.00	.00	1383	530	W/PR#71935		03/29/2001	00107917	9999	00	RCY5	
00076796	BASIC SEWING UP GRAD	W/START UP KIT	2,072.00 *	2,072.00	.00	1382	530	BASIC SEWING		03/29/2001	00107917	9999	00	RCY5	
00076796	BASIC SEWING UP GRAD	W/START UP KIT	2,041.00 *	2,041.00	.00	1383	530	BASIC SEWING		03/29/2001	00107917	9999	00	RCY5	
00076797	BREAKFAST NUTRI UP G	UPGRADE 6/2005	1,399.00 *	1,399.00	.00	1382	530	BREAKFAST NUTRI		03/29/2001	00107917	9999	00	RCY5	
00076797	BREAKFAST NUTRI UP G	UPGRADE 6/2005	2,013.00 *	2,013.00	.00	1383	530	BREAKFAST NUTRI		03/29/2001	00107917	9999	00	RCY5	
00076798	CLOTHING CARE UP GRA	UPGRADE 6/2005	1,591.00 *	1,591.00	.00	1382	530	CLOTHING CARE		03/29/2001	00107917	9999	00	RCY5	
00076798	CLOTHING CARE UP GRA	UPGRADE 6/2005	2,110.00 *	2,110.00	.00	1383	530	CLOTHING CARE		03/29/2001	00107917	9999	00	RCY5	
00076799	ENTREPRENEURSHIP: CH	UPGRADE 6/2005	1,555.00 *	1,555.00	.00	1382	530	ENTREPRENEURSHI		03/29/2001	00107917	9999	00	RCY5	
00076799	ENTREPRENEURSHIP: CH	UPGRADE 6/2005	1,555.00 *	1,555.00	.00	1383	530	ENTREPRENEURSHI		03/29/2001	00107917	9999	00	RCY5	
00076800	FITNESS/HEALTH UP GR	UPGRADE 6/2005	1,634.00 *	1,634.00	.00	1382	530	FITNESS/HEALTH		03/29/2001	00107917	9999	00	RCY5	
00076800	FITNESS/HEALTH UP GR	UPGRADE 6/2005	1,985.00 *	1,985.00	.00	1383	530	FITNESS/HEALTH		03/29/2001	00107917	9999	00	RCY5	
00076801	LIFE SKILLS UP GRADE	UPGRADE 6/2005	1,616.00 *	1,616.00	.00	1382	530	LIFE SKILLS		03/29/2001	00107917	9999	00	RCY5	
00076801	LIFE SKILLS UP GRADE	UPGRADE 6/2005	1,594.00 *	1,594.00	.00	1383	530	LIFE SKILLS		03/29/2001	00107917	9999	00	RCY5	
00076802	MICROWAVE COOKING &	NUTRITION UPGRA	1,463.00 *	1,463.00	.00	1382	530	MICROWAVE COOKI		03/29/2001	00107917	9999	00	RCY5	
00076802	MICROWAVE COOKING &	NUTRITION UPGRA	1,519.00 *	1,519.00	.00	1383	530	MICROWAVE COOKI		03/29/2001	00107917	9999	00	RCY5	
00076803	PERSONAL FINANCE UPG	UPGRADE 6/2005	1,348.00 *	1,348.00	.00	1382	530	PERSONAL FINANC		03/29/2001	00107917	9999	00	RCY5	
00076803	PERSONAL FINANCE UPG	UPGRADE 6/2005	1,385.00 *	1,385.00	.00	1383	530	PERSONAL FINANC		03/29/2001	00107917	9999	00	RCY5	
00076804	SEWING & DESIGN UP G	W/START UP KIT	2,184.00 *	2,184.00	.00	1382	530	SEWING & DESIGN		03/29/2001	00107917	9999	00	RCY5	
00076804	SEWING & DESIGN UP G	W/START UP KIT	2,505.00 *	2,505.00	.00	1383	530	SEWING & DESIGN		03/29/2001	00107917	9999	00	RCY5	
00076805	SNACK NUTRITION UPGR	UPGRADE 6/2005	1,180.00 *	1,180.00	.00	1382	530	SNACK NUTRITION		03/29/2001	00107917	9999	00	RCY5	
00076805	SNACK NUTRITION UPGR	UPGRADE 6/2005	2,300.00 *	2,300.00	.00	1383	530	SNACK NUTRITION		03/29/2001	00107917	9999	00	RCY5	
00076806	SSL/UP SYNERGISTIC L	W/COLLEAGUE 3.0	1,995.00 *	1,995.00	.00	1382	530	SYNERGISTIC LAB		03/29/2001	00107917	9999	00	RCY5	
00076806	SSL/UP SYNERGISTIC L	W/COLLEAGUE 3.0	4,563.35 *	4,563.35	.00	1383	530	SYNERGISTIC LAB		03/29/2001	00107917	9999	00	RCY5	
00077965	MITA DIGITAL COPYING	W/AUTO DOC FEED	5,455.00 *	5,455.00	.00	1340	542	YH37033483		12/10/2001	00206080	9999	00	RCY5	MG
00078265	CONFIDENT - (WINDOW	CONSUMER: - H	2,168.50 *	2,168.50	.00	1383	530	CONFIDENT CONSU		02/11/2002	00206471	9999	00	RCY5	
00078265	CONFIDENT - (WINDOW	CONSUMER: - H	1,302.00 *	1,302.00	.00	1383	530	CONFIDENT CONSU		02/11/2002	00206471	9999	00	RCY5	
00078266	INTERIOR DESIGN: (C	WINDOWS 2000 RE	2,915.50 *	2,915.50	.00	1383	530	INTERIOR DESIGN		02/11/2002	00206471	9999	00	RCY5	
00078266	INTERIOR DESIGN: (C	WINDOWS 2000 RE	1,353.00 *	1,353.00	.00	1383	530	INTERIOR DESIGN		02/11/2002	00206471	9999	00	RCY5	
00078267	FASHION & - (WINDOW	TEXTILE:PRINTER	2,616.50 *	2,616.50	.00	1383	530	FASHION & TEXTI		02/11/2002	00206471	9999	00	RCY5	
00078267	FASHION & - (WINDOW	TEXTILE:PRINTER	1,056.00 *	1,056.00	.00	1383	530	FASHION & TEXTI		02/11/2002	00206471	9999	00	RCY5	
00079195	PHILIPS 36"	MULTIMEDIA TV	1,299.00	1,299.00	.00	1340	530	73164987		12/09/2002	00305247	9999	00	RCY5	
00079239	APPLE XSERVE 1GHZ.	W/APPLECARE	5,052.95	5,052.95	.00	1383	530	XB24800GLZD		12/09/2002	00305688	9999	00	RCY5	
00079345	LEXMARK C720N COLOR	LASER PRINTER	1,205.00	1,205.00	.00	1383	530	5505555		01/27/2003	00306476	9999	00	RCY5	
00079588	SONY 36" VEGA	FD TRINITRON	1,028.00	1,028.00	.00	1340	530	9031725		04/30/2003	00308176	9999	00	RCY5	
00079609	ELO 17" (LCD)	INTELLITOUCH US	1,636.00	1,636.00	.00	1383	542	423032199T		03/31/2003	00308170	9999	00	RCY5	
00079788	HACCPRO MANAGEMENT	CASIO POCKET PC	2,495.00	2,495.00	.00	1383	541	J590AAU-1CZ25-0		06/19/2003	00310761	9999	00	RCY5	FS
00080039	DELL OPTPLX SX260 (	P4,2.66GHZ	1,531.00	1,531.00	.00	1383	541	4S2M531		08/11/2003	00401588	9999	00	RCY5	FS
00080146	LAP TOP, PENTIUM	LATITUDE D8001.	1,632.00	1,632.00	.00	1383	530	DW94G31		01/23/2004	00404486	9999	00	RCY5	
00080297	DELL LATITUDE D800 1	15.4 WXGA ENGLI	1,791.00	1,791.00	.00	1383	542	4PQZK31		10/27/2003	00404048	9999	00	RCY5	ES
00080941	LATITUDE D800 1.40GH	WXGA ENGLISH ES	1,782.56	1,782.56	.00	1383	542	9VDS41		03/08/2004	00408709	9999	00	RCY5	ES
00080942	LATITUDE D800 1.40GH	ENGLISH ESE	1,782.56	1,782.56	.00	1383	542	GTDS41		03/08/2004	00408709	9999	00	RCY5	ES
00080987	IBOOK 12.1"/800MHZ	C KELLY	1,088.00	1,088.00	.00	1383	530	UV41001UPGW		03/15/2004	00409025	9999	00	RCY5	
00081012	LATITUDE D800 1.40GH	WXGA ENGLISH R.	.00 *	.00	.00	1370	530	HOKKG41		05/28/2004	00408440	9999	00	RCY5	
00081012	LATITUDE D800 1.40GH	WXGA ENGLISH R.	1,765.78	1,765.78	.00	1383	530	HOKKG41		05/28/2004	00408440	9999	00	RCY5	
00081013	LATITUDE D800 1.40GH	WXGA ENGLISH R.	.00 *	.00	.00	1370	530	61KKG41		05/28/2004	00408440	9999	00	RCY5	
00081013	LATITUDE D800 1.40GH	WXGA ENGLISH R.	1,765.78	1,765.78	.00	1383	530	61KKG41		05/28/2004	00408440	9999	00	RCY5	
00081014	LATITUDE D800 1.40GH	WXGA ENGLISH R.	.00 *	.00	.00	1370	530	F1KKG41		05/28/2004	00408440	9999	00	RCY5	

* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

ASSET SUMMARY
 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
00081014	LATITUDE D800 1.40GH WXGA ENGLISH R.		1,765.78	1,765.78	.00	1383	530	F1KKG41		05/28/2004	004				
00081015	LATITUDE D800 1.40GH WXGA ENGLISH R.		.00 *	.00	.00	1370	530	82KKG41		05/28/2004	00408440	9999	00	RCY5	
00081015	LATITUDE D800 1.40GH WXGA ENGLISH R.		1,765.78	1,765.78	.00	1383	530	82KKG41		05/28/2004	00408440	9999	00	RCY5	
00081016	LATITUDE D800 1.40GH WXGA ENGLISH R.		.00 *	.00	.00	1370	530	F2KKG41		05/28/2004	00408440	9999	00	RCY5	
00081016	LATITUDE D800 1.40GH WXGA ENGLISH R.		1,765.78	1,765.78	.00	1383	530	F2KKG41		05/28/2004	00408440	9999	00	RCY5	
00081018	LATITUDE D800 1.40GH WXGA ENGLISH R.		.00 *	.00	.00	1370	530	F3KKG41		03/12/2004	00408440	9999	00	RCY5	
00081018	LATITUDE D800 1.40GH WXGA ENGLISH R.		1,765.79	1,765.79	.00	1383	530	F3KKG41		03/12/2004	00408440	9999	00	RCY5	
00081019	LATITUDE D800 1.40GH WXGA ENGLISH R.		.00 *	.00	.00	1370	530	44KKG41		05/28/2004	00408440	9999	00	RCY5	
00081019	LATITUDE D800 1.40GH WXGA ENGLISH R.		1,765.79	1,765.79	.00	1383	530	44KKG41		05/28/2004	00408440	9999	00	RCY5	
00081049	LATITUDE D-500 1.30 XGA ENGLISH R.H		.00 *	.00	.00	1370	530	11ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081049	LATITUDE D-500 1.30 XGA ENGLISH R.H		1,484.85	1,484.85	.00	1383	530	11ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081051	LATITUDE D-500 1.30G XGA ENGLISH R.H		.00 *	.00	.00	1370	530	91ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081051	LATITUDE D-500 1.30G XGA ENGLISH R.H		1,484.85	1,484.85	.00	1383	530	91ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081054	LATITUDE D-500 1.30G XGA ENGLISH R.H		.00 *	.00	.00	1370	530	36ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081054	LATITUDE D-500 1.30G XGA ENGLISH R.H		1,484.85	1,484.85	.00	1383	530	36ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081055	LATITUDE D-500 1.30G XGA ENGLISH R.H		.00 *	.00	.00	1370	530	72ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081055	LATITUDE D-500 1.30G XGA ENGLISH R.H		1,484.85	1,484.85	.00	1383	530	72ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081056	LATITUDE D-500 1.30G XGA ENGLISH R.H		.00 *	.00	.00	1370	530	H6ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081056	LATITUDE D-500 1.30G XGA ENGLISH R.H		1,484.85	1,484.85	.00	1383	530	H6ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081058	LATITUDE D-500 1.30G XGA ENGLISH R.H		.00 *	.00	.00	1370	530	C7ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081058	LATITUDE D-500 1.30G XGA ENGLISH R.H		1,484.85	1,484.85	.00	1383	530	C7ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081059	LATITUDE D-500 1.30G XGA ENGLISH R.H		.00 *	.00	.00	1370	530	99ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081059	LATITUDE D-500 1.30G XGA ENGLISH R.H		1,484.85	1,484.85	.00	1383	530	99ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081060	LATITUDE D-500 1.30G XGA ENGLISH R.H		.00 *	.00	.00	1370	530	83ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081060	LATITUDE D-500 1.30G XGA ENGLISH R.H		1,484.84	1,484.84	.00	1383	530	83ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081061	LATITUDE D-500 1.30G XGA ENGLISH R.H		.00 *	.00	.00	1370	530	94ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081061	LATITUDE D-500 1.30G XGA ENGLISH R.H		1,484.84	1,484.84	.00	1383	530	94ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081062	LATITUDE D-500 1.30G XGA ENGLISH R.H		.00 *	.00	.00	1370	530	12YHG41		05/28/2004	00408440	9999	00	RCY5	
00081062	LATITUDE D-500 1.30G XGA ENGLISH R.H		1,484.84	1,484.84	.00	1383	530	12YHG41		05/28/2004	00408440	9999	00	RCY5	
00081063	LATITUDE D-500 1.30G XGA ENGLISH R.H		.00 *	.00	.00	1370	530	20ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081063	LATITUDE D-500 1.30G XGA ENGLISH R.H		1,484.84	1,484.84	.00	1383	530	20ZHG41		05/28/2004	00408440	9999	00	RCY5	
00081064	LATITUDE D-500 1.30G XGA ENGLISH R.H		.00 *	.00	.00	1370	530	COZHG41		05/28/2004	00408440	9999	00	RCY5	
00081064	LATITUDE D-500 1.30G XGA ENGLISH R.H		1,484.84	1,484.84	.00	1383	530	COZHG41		05/28/2004	00408440	9999	00	RCY5	
00081065	DELL CART NOTEBOOK B AGE SECURITY 24		.00 *	.00	.00	1370	530			05/28/2004	00408440	9999	00	RCY5	
00081065	DELL CART NOTEBOOK *B AGE SECURITY 24		1,182.00	1,182.00	.00	1383	530			05/28/2004	00408440	9999	00	RCY5	
00081110	LATITUDE 1.40GHZ PEN WXGA ENGLISH		1,782.56	1,782.56	.00	1383	500	2VCHJ41		04/12/2004	00409864	9999	00	RCY5	ES
00081113	LATITUDE 1.40 GHZ PE WXGA ENGLISH ES		1,782.56	1,782.56	.00	1383	500	1YCHJ41		04/12/2004	00409864	9999	00	RCY5	ES
00081115	LATITUDE 1.40GHZ PEN WXGA ENGLISH ES		1,782.56	1,782.56	.00	1383	500	BYCHJ41		04/12/2004	00409864	9999	00	RCY5	
00081208	SB 580 SMART BOARD 5 STAND P.TRIMBLE		1,748.00	1,748.00	.00	1383	500	SB580-111092		05/17/2004	00409411	9999	00	RCY5	
00081209	SB 580 SMART BOARD 5 STAND P.TRIMBLE		1,748.00	1,748.00	.00	1383	500	SB580-111094		05/17/2004	00409411	9999	00	RCY5	
00081635	iMAC 1.8GHZ W/17" TF HD S141SZ/A APP		1,556.00	1,556.00	.00	1383	530	W84460C5PNY		12/01/2004	00503964	9999	00	RCY5	
00081636	iMAC 1.8GHZ W/17" TF HD S141SZ/A APP		1,556.00	1,556.00	.00	1383	530	W84460C3PNY		12/01/2004	00503964	9999	00	RCY5	
00081637	iMAC 1.8GHZ W/17" TF HD S141/A APP F		1,556.00	1,556.00	.00	1383	530	W84460CWPNY		12/01/2004	00503964	9999	00	RCY5	
00081638	iMAC 1.8GHZ W/17" TF HD S141SZ/A APP		1,675.00	1,675.00	.00	1383	500	W84460BPPNY		12/01/2004	00504743	9999	00	RCY5	
00081791	DELL LATITUDE D800 P 24X CDRW/DVD		1,741.64	1,741.64	.00	1383	542	B2L4P61		02/07/2005	00506842	9999	00	RCY5	ES
00081792	DELL LATITUDE D800 P 24X CDRW/DVD		1,741.64	1,741.64	.00	1383	542	60M4P61		02/07/2005	00506842	9999	00	RCY5	ES
00082032	SMART BOARD SB 560 60"DIAGONAL W/S		1,468.00	1,468.00	.00	1383	530	SB560-136535		05/09/2005	00508553	9999	00	RCY5	
00082490	DELL OPTIPLEX GX280 2/53GHZ 256K W/		1,015.00	1,015.00	.00	1383	530	GF9N491		02/15/2006	00605944	9999	00	RCY5	
00082622	LATITUDE D510-PENTIUM DISPLAY 512 MB		1,220.00	1,220.00	.00	1383	530	30L4L91		04/17/2006	00607972	9999	00	RCY5	

* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

ASSET SUMMARY
 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
00082623	LATITUDE D510-PENTIU	DISPLAY 512 MB	1,220.00	1,220.00	.00	1383	530	5RK4L91		04/17/2006	006				
00082788	IBOOK 12" 1.33GHZ	COMBO DRIVE W/A	.00 *	.00	.00	1383	500	4H6102MASE7		04/24/2006	00608438	9999	00	RCY5	
00082788	IBOOK 12" 1.33GHZ	COMBO DRIVE W/A	1,132.00	1,132.00	.00	1383	500	4H6102MASE7		04/24/2006	00608438	9999	00	RCY5	
00082789	IBOOK 12"1.33GHZ COM	DRIVE W/APPLECA	.00 *	.00	.00	1383	500	4H6102LJSE7		04/24/2006	00608438	9999	00	RCY5	
00082789	IBOOK 12"1.33GHZ COM	DRIVE W/APPLECA	1,132.00	1,132.00	.00	1383	500	4H6102LJSE7		04/24/2006	00608438	9999	00	RCY5	
00082790	IBOOK 12"1.33GHZ COM	DRIVE W/APPLE C	1,132.00	1,132.00	.00	1383	500	4H5067PWRCQ		04/24/2006	00608438	9999	00	RCY5	
00082848	LATITUDE D610 INTEL	740 1.73GHZ 14.	1,514.00	1,514.00	.00	1383	530	JSR57B1		08/23/2006	00610951	9999	00	RCY5	
00082856	LATITUDE D610 INTEL	740 1.73GHZ 14.	1,514.00	1,514.00	.00	1383	530	CMMX6B1		08/23/2006	00610951	9999	00	RCY5	
00082863	LATITUDE D610 INTEL	740 1.73GHZ 14.	1,514.00	1,514.00	.00	1383	530	GSMX6B1		08/23/2006	00610951	9999	00	RCY5	
00082871	LATITUDE D610 INTEL	740 1.73GHZ 14.	1,514.00	1,514.00	.00	1383	530	9HMX6B1		08/23/2006	00610951	9999	00	RCY5	
00083567	DELL LATITUDE D620 1	DVDRWDVE WIRELE	1,709.00	1,709.00	.00	1383	530	FM6KZB1		11/20/2006	00702597	9999	00	RCY5	
00083646	DELL LATITUDE D610 I	LAPTOP ESE	1,646.00	1,646.00	.00	1383	530	6GYW3C1		12/11/2006	00704956	9999	00	RCY5	ES
00083699	INTEL CORE DUO PROCE	1.83GHZ MHZ FSB	1,215.00	1,215.00	.00	1383	530	CNU64828YX		01/16/2007	00704957	9999	00	RCY5	
00083798	A FRAMEWORK FOR UNDE	TRAINER CERTIFI	.00 *	.00	.00	1382	542	RITA'S STORIES		09/25/2006	00702315	9999	00	RCY5	
00083798	A FRAMEWORK FOR UNDE	TRAINER CERTIFI	2,174.50	2,174.50	.00	1382	542	RITA'S STORIES		09/25/2006	00702315	9999	00	RCY5	
00084054	HP COLOR LASERJET 55	PRINTER	2,549.00	2,549.00	.00	1383	500	JPSC71BORO		05/31/2007	00710159	9999	00	RCY5	
00084230	HP WORKSTATION SATA	2 DUO E6300 1.8	1,399.00	1,399.00	.00	1383	530	ZUA726OXM5		06/30/2007	00710891	9999	00	RCY5	FS
00084324	2000 ANSI LUMENS XGA	TOUCH AUTO EVER	1,720.00	1,720.00	.00	1340	530	N/A		06/30/2007	00709332	9999	00	RCY5	
00084553	HP COMPAQ CONVERTIBL	W/20" LCD MONIT	1,800.00	1,800.00	.00	1383	530	ZUA7461LSP		12/17/2007	00805525	9999	00	RCY5	
00084554	HP COMPAQ CONVERTIBL	W/20" LCD MONIT	1,800.00	1,800.00	.00	1383	530	ZUA7461LSQ		12/17/2007	00805525	9999	00	RCY5	
00084555	HP COMPAQ CONVERTIBL	W/20" WIDESCREE	1,681.00	1,681.00	.00	1383	530	ZUA7461LSR		12/17/2007	00805525	9999	00	RCY5	
00084835	ENERGY MISSION V5 MO		1,324.00	1,024.52	299.48	1382	500	ENERY N/A		02/19/2008	00806002	9999	00	RCY5	
00084836	ROCKETRY MISSION V5		1,204.00	931.66	272.34	1382	500	ROCKETRY MISSIO		02/19/2008	00806002	9999	00	RCY5	
00084837	LAB MANAGEMENT PACKA	& IV (V5)	2,692.00	2,083.09	608.91	1382	500	LAB MANAGEMENT		02/19/2008	00806002	9999	00	RCY5	
00085358	HP TABLET W/OUTDOOR	W/KEYBOARD	1,578.00	1,472.80	105.20	1383	530	2CE8151HH8		11/18/2008	00903512	9999	00	RCY5	
00085676	EARLY CHILDHOOD COMP	17"TOUCH N PLAY	2,703.00	2,387.65	315.35	1383	530	08-379-12		02/27/2009	00905327	9999	00	RCY5	
00085683	CONFIG GC758AV HP DC	W/ WIDESCREEEN F	1,232.00	1,149.86	82.14	1383	530	E2320A		11/24/2008	00903759	9999	00	RCY5	
00085903	MANAGEMENT UPGRADE	FROM COLLEAGUE	5,886.00	3,643.71	2,242.29	1382	530	MANAGEMENT/SYN		03/23/2009	00905613	9999	00	RCY5	
00085904	ANIMALS UPGRADE MODU	#32266	1,367.00	846.24	520.76	1382	530	ANIMALS N/A		03/23/2009	00905613	9999	00	RCY5	
00085905	AUDIO BROADCASTING	UPGRADE MODULE	1,845.00	1,142.14	702.86	1382	530	AUDIO BROADCAST		03/23/2009	00905613	9999	00	RCY5	
00085906	COMPUTER GRAPHICS	AND ANIMATION U	1,970.00	1,219.52	750.48	1382	530	COMPUTER GRAPH/		03/23/2009	00905613	9999	00	RCY5	
00085907	COMPUTER TECHNOLOGY	UPGRADE	3,530.00	2,185.24	1,344.76	1382	530	COMPUTER TECH N		03/23/2009	00905613	9999	00	RCY5	
00085908	DIGITAL DESIGN	UPGRADE	1,066.00	659.91	406.09	1382	530	DIGITAL DESIGN		03/23/2009	00905613	9999	00	RCY5	
00085909	DIGITAL VIDEO	UPGRADE	2,523.00	1,561.86	961.14	1382	530	DIGITAL VIDEO		03/23/2009	00905613	9999	00	RCY5	
00085910	ECOLOGY UPGRADE		1,538.00	952.09	585.91	1382	530	ECOLOGY N/		03/23/2009	00905613	9999	00	RCY5	
00085911	ENERGY/POWER/MECHANI	UPGRADE	1,956.00	1,210.86	745.14	1382	530	ENERY/POWER/MEC		03/23/2009	00905613	9999	00	RCY5	
00085912	FLIGHT TECHNOLOGY	W/FLIGHT START	2,125.00	1,315.48	809.52	1382	530	FLIGHT TECH N/A		03/23/2009	00905613	9999	00	RCY5	
00085913	HEART FITNESS	UPGRADE	1,240.00	767.62	472.38	1382	530	HEART FITNESS		03/23/2009	00905613	9999	00	RCY5	
00085914	OCEANOGRAPHY UPGRADE		1,695.00	1,049.29	645.71	1382	530	OCEANOGRAPHY N		03/23/2009	00905613	9999	00	RCY5	
00085915	PACKAGE DESIGN	UPGRADE	1,159.00	717.48	441.52	1382	530	PACKAGE DESIGN		03/23/2009	00905613	9999	00	RCY5	
00085916	ROCKETY & SPACE UPGR	W/START UP KIT	1,609.00	996.05	612.95	1382	530	ROCKETY/SPACE		03/23/2009	00905613	9999	00	RCY5	
00085917	WEATHER UPGRADE MODU		1,169.00	723.67	445.33	1382	530	WEATHER N/A		03/23/2009	00905613	9999	00	RCY5	
00085929	GX1000 POINT OF SERV	TERMINAL/FOOD S	.00 *	.00	.00	1340	530	2GF2WH1		09/14/2009	00907960	9999	00	RCY5	FS
00085929	GX1000 POINT OF SERV	TERMINAL/FOOD S	1,815.00	1,391.50	423.50	1383	530	2GF2WH1		09/14/2009	00907960	9999	00	RCY5	FS
00086043	RESEARCH & DESIGN (B	W/START UP KIT	1,732.50	1,072.50	660.00	1382	530	RESEARCH & DESI		03/23/2009	00905613	9999	00	RCY5	
00086044	GRAPHIC COMMUNICATIO		1,000.00	619.05	380.95	1382	530	GRAFFICS COMMUN		03/23/2009	00905613	9999	00	RCY5	
TOTAL			144 RECORDS	216,049.51	201,214.80	14,834.71									

* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

SURPLUS PROPERTY RECORDS
AUCTION ITEMS - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACQ ORIG VAL	ACCUM DEPR	CURR VAL	GL	FUND	SERIAL	ACQ	ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
00063928	OVEN	BLODGETT-CONVEC	6,226.90	6,226.90	.00	1340	530			06/07/1991	85433	9999	00	ACT5	FS
00063929	REFRIGERATOR	TRAUlsen ROLL T	7,080.00	7,080.00	.00	1340	530	M9697906N		06/07/1991	85433	9999	00	ACT5	FS
00064718	COUNTER	SHELLY HEATED	3,130.00	3,130.00	.00	1340	530	584247924CM		09/21/1992	04733	9999	00	ACT5	FS
00064719	COUNTER	SHELLY ALL PURP	1,618.00	1,618.00	.00	1340	530	584247923CM		09/21/1992	04733	9999	00	ACT5	FS
00064827	COUNTER	SHELLY-HEATED	3,130.00	3,130.00	.00	1340	530	572654924		09/21/1992	04730	9999	00	ACT5	FS
00065824	STEAM KETTLE	VULCAN STEAM KE	5,607.00	5,607.00	.00	1340	530	AP10002952N0		01/14/1994	20166	9999	00	ACT5	FS
00066879	OVEN	BLODGETT TOP/BO	4,614.00	4,614.00	.00	1340	530	083094ZA055T		09/30/1994	56669	9999	00	ACT5	FS
00071410	RESUSCITATION DOLL	GRANDMA CHASE M	1,011.51	1,011.51	.00	1340	530	097-0914		10/23/1997	93915	9999	00	ACT5	00
00076905	VB25 SCAG COMMERCIAL	* USED TO BE O-	11,199.98	11,199.98	.00	1340	530	6830087		10/08/2001	00203432	9999	00	ACT5	GR
00077772	CLEVELAND	STEAMER	10,795.00	10,795.00	.00	1340	541	WC 76204-02B-01		03/11/2002	00207411	9999	00	ACT5	FS
00078247	VICTORY DOUBLE	DOOR REFRIG.	4,034.50	4,034.50	.00	1340	541			05/20/2002	00206205	9999	00	ACT5	FS
00078248	VICTORY DOUBLE	DOOR REFRIG.	4,034.50	4,034.50	.00	1340	541			05/20/2002	00206205	9999	00	ACT5	FS
00079458	BLD 13 1998	CHEVROLET GAS	.00	.00	.00	1350	530	1GCCS19X6W81307		02/24/2003	00307146	9999	00	ACT5	BL
00079458	BLD 13 1998	CHEVROLET GAS	7,900.00	7,900.00	.00	1350	530	1GCCS19X6W81307		02/24/2003	00307146	9999	00	ACT5	BL
00080330	CRESCOR 18 MODEL H13	HOLDING PROOFIN	2,333.00	2,274.68	58.32	1340	541	1ADJ1247199		10/20/2003	00402265	9999	00	ACT5	FS
00081634	TRUE 2 DOOR REACH IN	S/S TWO FULL SI	3,018.00	3,018.00	.00	1340	541			12/14/2004	00504974	9999	00	ACT5	FS
00082601	CLEVELAND CONVECTION	36"WIDE GAS TYP	13,143.25	13,143.25	.00	1340	530	94529-06A-01		03/13/2006	00606475	9999	00	ACT5	FS
00083028	ELECTRIC STEAMER GEN	POWER TAKE OFF	11,984.25	11,984.25	.00	1340	530	WC96917-06F-01		07/31/2006	00610854	9999	00	ACT5	FS
00083442	CAMERA W/5-CAM RR6K	REMOVABLE HARD	2,525.46	2,465.33	60.13	1340	530	9760600034		09/15/2006	00702354	9999	00	ACT5	
00083443	CAMERA W/5-CAM RR6K	80G REMOVABLE H	2,525.46	2,465.33	60.13	1340	530	9760600036		09/15/2006	00702354	9999	00	ACT5	
00083449	CAMERA 5-CAM RR6K DV	80G REMOVABLE H	2,525.46	2,465.33	60.13	1340	530	9760600091		09/15/2006	00702354	9999	00	ACT5	
00083450	CAMERA 5-CAM RR6K DV	80G REMOVABLE H	2,525.46	2,465.33	60.13	1340	530	9760600092		09/15/2006	00702354	9999	00	ACT5	
00083451	CAMERA 5-CAM RR6K DV	80G REMOVABLE H	2,525.46	2,465.33	60.13	1340	530	9760600093		09/15/2006	00702354	9999	00	ACT5	
00083452	CAMERA 5-CAM RR6K DV	80G REMOVABLE H	2,525.46	2,465.33	60.13	1340	530	9760600104		09/15/2006	00702354	9999	00	ACT5	
00083804	BUS-193	DVR CAMER	2,562.29	2,379.27	183.02	1340	530	9761000073		01/19/2007	00705448	9999	00	ACT5	
00083812	BUS-196	DVR CAMER	2,562.31	2,379.29	183.02	1340	530	9761000108		01/19/2007	00705448	9999	00	ACT5	
00086337	TEK-465 15" SCREEN	POS TOUCH COMPU	1,237.00	845.28	391.72	1383	541	J701525973		02/26/2010	01002756	9999	00	ACT5	FS
00086408	FRONT SETTING - 25OZ	STANDARD STAGE	3,325.00	1,583.33	1,741.67	1340	530	STAGE CURTAINS		03/22/2010	01002915	9999	00	ACT5	
00086409	BACKSTAGE CURTAINS-P	C STANDARD STAG	2,600.00	1,238.10	1,361.90	1340	530	STAGE CURTAINS		03/22/2010	01002915	9999	00	ACT5	
00086725	17" ALL IN ONE TOUCH	COMPUTER WITH X	1,425.00	427.50	997.50	1383	541	K11Q000095		01/10/2012	01203117	9999	00	ACT5	FS
00086726	ELO 17B2 - 17" ALL I	COMPUTER WITH X	1,425.00	427.50	997.50	1383	541	K11Q000104		01/02/2012	01203117	9999	00	ACT5	FS
00086728	ELO 17B2 - 17" ALL I	COMPUTER WITH X	1,425.00	427.50	997.50	1383	541	K11Q000097		01/10/2012	01203117	9999	00	ACT5	FS
00086729	ELO 17B2 - 17" ALL I	COMPUTER WITH X	1,425.00	427.50	997.50	1383	541	K11Q000099		01/10/2012	01203117	9999	00	ACT5	FS
00086741	ELO 17B2 COMPUTER UN	ALL IN ONE TOUC	1,090.06	290.68	799.38	1383	541	A12Q000156		03/09/2012	01203973	9999	00	ACT5	FS
00086743	ELO 17B2 COMPUTER UN	ALL IN ONE TOUC	1,090.06	290.68	799.38	1383	541	L11Q001132		03/09/2012	01203973	9999	00	ACT5	FS
00086747	ELO 17B2 COMPUTER UN	ALL IN ONE TOUC	1,090.06	290.68	799.38	1383	541	A12Q000158		03/09/2012	01203973	9999	00	ACT5	FS
00086750	ELO 17B2 COMPUTER UN	ALL IN ONE TOUC	1,090.06	290.68	799.38	1383	541	L11Q001144		03/09/2012	01203973	9999	00	ACT5	FS
00086751	ELO 17B2 COMPUTER UN	ALL IN ONE TOUC	1,090.06	290.68	799.38	1383	541	L11Q001150		03/09/2012	01203973	9999	00	ACT5	FS
00086753	ELO 17B2 COMPUTER UN	ALL IN ONE TOUC	1,090.06	290.68	799.38	1383	541	J11Q000991		03/09/2012	01203973	9999	00	ACT5	FS
00086756	ELO 17B2 COMPUTER UN	ALL IN ONE TOUC	1,090.06	290.68	799.38	1383	541	J11Q000990		03/09/2012	01203973	9999	00	ACT5	FS
00086757	ELO 17B2 COMPUTER UN	ALL IN ONE TOUC	1,090.06	290.68	799.38	1383	541	L11Q001143		03/09/2012	01203973	9999	00	ACT5	FS
00086759	ELO 17B2 COMPUTER UN	ALL IN ONE TOUC	1,090.06	290.68	799.38	1383	541	L11Q001148		03/09/2012	01203973	9999	00	ACT5	FS
00086761	ELO 17B2 COMPUTER UN	ALL IN ONE TOUC	1,090.06	290.68	799.38	1383	541	L11Q001136		03/09/2012	01203973	9999	00	ACT5	FS
00086764	ELO 17B2 COMPUTER UN	ALL IN ONE TOUC	1,090.06	290.68	799.38	1383	541	K11Q000112		03/09/2012	01203973	9999	00	ACT5	FS
00086765	ELO 17B2 COMPUTER UN	ALL IN ONE TOUC	1,090.06	290.68	799.38	1383	541	L11Q001122		03/09/2012	01203973	9999	00	ACT5	FS
00086767	ELO 17B2 COMPUTER UN	ALL IN ONE TOUC	1,090.06	290.68	799.38	1383	541	L11Q001135		03/09/2012	01203973	9999	00	ACT5	FS
00086768	ELO 17B2 COMPUTER UN	ALL IN ONE TOUC	1,090.06	290.68	799.38	1383	541	L11Q001140		03/09/2012	01203973	9999	00	ACT5	FS
00086799	ELO 17B2 COMPUTER UN	ALL IN ONE TOUC	1,090.06	290.68	799.38	1383	541	L11Q002557		03/30/2012	01203973	9999	00	ACT5	FS
00086800	ELO 17B2 COMPUTER UN	ALL IN ONE TOUC	1,090.06	290.68	799.38	1383	541	L11Q002547		03/30/2012	01203973	9999	00	ACT5	FS

ASSET SUMMARY
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
	TOTAL	49 RECORDS	151,440.21	130,379.70	21,060.51									

* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

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INTERNAL USE ONLY

*****THIS IS NOT A VALID PURCHASE ORDER*****

PO# 01304437

MID-STATE MECHANICAL OF
VERO BEACH INC.
3825 71ST STREET

VERO BEACH FL 32967

03/13/2013

V044547

REPRINT

3730. .22 .373 .7400.6801.420 .

162,054.00

15439 MECHANICAL ROOM REHABILITATION PER QUOTE# 42-13, ADDENDUMS I, II, III & IV	EA	10.0000	154390.00
5 ADDITIONAL COST TO LINE# 1	EA	1.0000	5.00
7659 ALTERNATE 1 ***HIGHLANDS ELEMENTARY***	EA	1.0000	7659.00

PAGE 1

(2012-2013)

\$****162,054.00

ORDERED FOR: J.EARMAN - HIGHLANDS
Maintenance
6055 62nd AVENUE
MAINTENANCE DEPARTMENT

VERO BEACH FL 32967

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School District of Indian River County

Frances J. Adams, Ed.D. - Superintendent

Purchasing Department

6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5045
rick.chuma@indianriverschools.org

June 23, 2014

A-1 Lawn Maintenance
Attn: Bruno Cristofori
412 Indian River Drive
Sebastian, FL 32958

Re: SDIRC 2014-01 Lawn Maintenance for Various Schools

Dear Mr. Cristofori:

SDIRC 2014-01 provided for a renewal of this contract for Beachland Elementary, Liberty Magnet, Sebastian Elementary, and Vero Beach Elementary on the anniversary date for an additional one year period. All specifications, terms, and conditions of the first year must remain the same. This renewal is subject to Board approval.

Please execute and check the appropriate box below indicating your decision and return this original form to: School District of Indian River County, Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 at your earliest convenience. Upon Board acceptance of your renewal we will require a current certificate of insurance referencing SDIRC 2014-01-01.

If you have any questions please do not hesitate to call my office.

Sincerely,

Rick Chuma
Director of Purchasing

Yes, we agree to renew this contract from July 24, 2014 through July 23, 2015

No, we do not agree to renew this contract

Bruno Cristofori
A-1 Lawn Maintenance

7-1-14
Date

Chairman, School Board of Indian River County

Date

Board Approved on _____

"Educate and inspire every student to be successful"

Karen Disney-Brombach
District 1



Dale Simchick
District 2



Matthew McCain
District 3

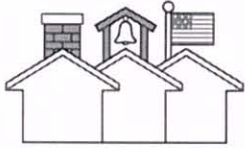


Carol Johnson
District 4



Claudia Jimenez
District 5

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



School District of Indian River County

Frances J. Adams, Ed.D. - Superintendent

Purchasing Department

6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5045
rick.chuma@indianriverschools.org

June 23, 2014

Decorative Concrete
Attn: Scott Malek
8526 97th Avenue
Vero Beach, FL 32967

Re: SDIRC 2014-01 Lawn Maintenance for Various Schools

Dear Mr. Malek:

SDIRC 2014-01 provided for a renewal of this contract for lawn maintenance for Osceola Magnet and Treasure Coast Elementary on the anniversary date for an additional one year period. All specifications, terms, and conditions of the first year must remain the same. This renewal is subject to Board approval.

Please execute and check the appropriate box below indicating your decision and return this original form to: School District of Indian River County, Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 at your earliest convenience. Upon Board acceptance of your renewal we will require a current certificate of insurance referencing SDIRC 2014-01-01.

If you have any questions please do not hesitate to call my office.

Sincerely,

Rick Chuma
Director of Purchasing

Yes, we agree to renew this contract from July 24, 2014 through July 23, 2015

No, we do not agree to renew this contract

Decorative Concrete Landscape Designs

Date

Chairman, School Board of Indian River County

Date

Board Approved on _____

"Educate and inspire every student to be successful"

Karen Disney-Brombach
District 1



Dale Simchick
District 2



Matthew McCain
District 3

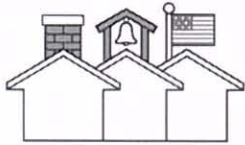


Carol Johnson
District 4



Claudia Jiménez
District 5

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



School District of Indian River County

Frances J. Adams, Ed.D. - Superintendent

Purchasing Department

6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5045
rick.chuma@indianriverschools.org

June 20, 2014

Down To Earth
Attn: Eddie Holmes
9220 81st Street
Vero Beach, FL 32967

Re: SDIRC 2014-01 Lawn Maintenance for Various Schools

Dear Mr. Holmes:

SDIRC 2014-01 provided for a renewal of this contract for lawn maintenance for Rosewood Magnet on the anniversary date for an additional one year period. This renewal is subject to Board approval. All specifications, terms, and conditions of the first year must remain the same.

Please execute and check the appropriate box below indicating your decision and return this original form to: School District of Indian River County, Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 at your earliest convenience. Upon Board acceptance of your renewal we will require a current certificate of insurance referencing SDIRC 2014-01-01.

If you have any questions please do not hesitate to call my office.

Sincerely,

Rick Chuma
Director of Purchasing

Yes, we agree to renew this contract from July 24, 2014 through July 23, 2015

No, we do not agree to renew this contract

Down To Earth

7/7/14
Date

Chairman, School Board of Indian River County

Date

Board Approval Date _____

"Educate and inspire every student to be successful"

Karen Disney-Brombach
District 1

• Dale Simchick
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

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School District of Indian River County

Frances J. Adams, Ed.D. - Superintendent

Purchasing Department

6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5045
rick.chuma@indianriverschools.org

June 19, 2014

Donadio & Associates, Architects, P.A.
Attn: Anthony J. Donadio
609 17th Street
Vero Beach, FL 32960

Re: SDIRC 2013-22 RFQ for Architectural Services for Small and Large Projects

Dear Mr. Donadio:

SDIRC 2013-22 provided for a renewal of this contract for both small and large projects on the anniversary date for an additional one year period. All specifications, terms, and conditions of the first year must remain the same. This renewal is subject to Board approval.

Please execute and check the appropriate box below indicating your decision and return this original form to: School District of Indian River County, Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 at your earliest convenience. Upon Board acceptance of your renewal we will require a current certificate of insurance referencing SDIRC 2013-22-02.

If you have any questions please do not hesitate to call my office.

Sincerely,

Rick Chuma
Director of Purchasing

Yes, we agree to renew this contract from July 24, 2014 through July 23, 2015

No, we do not agree to renew this contract

Donadio & Associates, Architects, P.A.

06/30/14
Date

Chairman, School Board of Indian River County

Date

Board Approved on _____

"Educate and inspire every student to be successful"

Karen Disney-Brombach
District 1

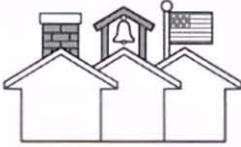
• Dale Simchick
District 2

• Matthew McCain
District 3

• Carol Johnson
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School District of Indian River County

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Purchasing Department

6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5045
rick.chuma@indianriverschools.org

June 19, 2014

BRPH Companies Inc.
Attn: Cris Vigil
1475 East Centrepark Boulevard
West Palm Beach, FL 33401

Re: SDIRC 2013-22 RFQ for Architectural Services for Small and Large Projects

Dear Mr. Vigil:

SDIRC 2013-22 provided for a renewal of this contract for both small and large projects on the anniversary date for an additional one year period. All specifications, terms, and conditions of the first year must remain the same. This renewal is subject to Board approval.

Please executive and check the appropriate box below indicating your decision and return this original form to: School District of Indian River County, Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 at your earliest convenience. Upon Board acceptance of your renewal we will require a current certificate of insurance referencing SDIRC 2013-22-02.

If you have any questions please do not hesitate to call my office.

Sincerely,

Rick Chuma
Director of Purchasing

Yes, we agree to renew this contract from July 24, 2014 through July 23, 2015

No, we do not agree to renew this contract

BRPH Companies Inc.

6/22/14
Date

Chairman, School Board of Indian River County

Date

Board Approved on _____

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District 1

• Dale Simchick
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School District of Indian River County

Frances J. Adams, Ed.D. - Superintendent

Purchasing Department

6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5045
rick.chuma@indianriverschools.org

June 19, 2014

Edlund . Dritenbas . Binkley Architects and Associates
Attn: Paul U. Dritenbas
65 Royal Palm Pointe, Suite D
Vero Beach, FL 32960

Re: SDIRC 2013-22 RFQ for Architectural Services for Small and Large Projects

Dear Mr. Dritenbas:

SDIRC 2013-22 provided for a renewal of this contract for Category 1, Small Projects on the anniversary date for an additional one year period. This renewal is subject to Board approval. All specifications, terms, and conditions of the first year must remain the same.

Please execute and check the appropriate box below indicating your decision and return this original form to: School District of Indian River County, Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 at your earliest convenience. Upon Board acceptance of your renewal we will require a current certificate of insurance referencing SDIRC 2013-22-02.

If you have any questions please do not hesitate to call my office.

Sincerely,

Rick Chuma
Director of Purchasing

Yes, we agree to renew this contract from July 24, 2014 through July 23, 2015

No, we do not agree to renew this contract

Edlund, Dritenbas, Binkley Architects and Associates

FOR THE FIRM

23 JUNE 2014
Date

Chairman, School Board of Indian River County

Date

Board Approved on _____

"Educate and inspire every student to be successful"

Karen Disney-Brombach
District 1



Dale Simchick
District 2



Matthew McCain
District 3



Carol Johnson
District 4



Claudia Jiménez
District 5

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School District of Indian River County

Frances J. Adams, Ed.D. - Superintendent

Purchasing Department

6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5045
rick.chuma@indianriverschools.org

June 19, 2014

Song + Associates, Inc.
Attn: Young Song
400 Australian Avenue South, 6th Floor
West Palm Beach, FL 33401

Re: SDIRC 2013-22 RFQ for Architectural Services for Small and Large Projects

Dear Ms. Song:

SDIRC 2013-22 provided for a renewal of this contract for both small and large projects on the anniversary date for an additional one year period. All specifications, terms, and conditions of the first year must remain the same. This renewal is subject to Board approval.

Please execute and check the appropriate box below indicating your decision and return this original form to: School District of Indian River County, Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 at your earliest convenience. Upon Board acceptance of your renewal we will require a current certificate of insurance referencing SDIRC 2013-22-02.

If you have any questions please do not hesitate to call my office.

Sincerely

Rick Chuma
Director of Purchasing

- Yes, we agree to renew this contract from July 24, 2014 through July 23, 2015
- No, we do not agree to renew this contract

Song + Associates, Inc.

June 23, 2014
Date

Chairman, School Board of Indian River County

Date

Board Approved on _____

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School District of Indian River County

Frances J. Adams, Ed.D. - Superintendent

Purchasing Department

6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5045
rick.chuma@indianriverschools.org

June 19, 2014

Tercilla Courtemanche Architects, Inc.
Attn: Rene Tercilla
2047 Vista Parkway, Suite 100
West Palm Beach, FL 33411

Re: SDIRC 2013-22 RFQ for Architectural Services for Small and Large Projects

Dear Mr. Tercilla:

SDIRC 2013-22 provided for a renewal of this contract for both small and large projects on the anniversary date for an additional one year period. All specifications, terms, and conditions of the first year must remain the same. This renewal is subject to Board approval.

Please execute and check the appropriate box below indicating your decision and return this original form to: School District of Indian River County, Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 at your earliest convenience. Upon Board acceptance of your renewal we will require a current certificate of insurance referencing SDIRC 2013-22-02.

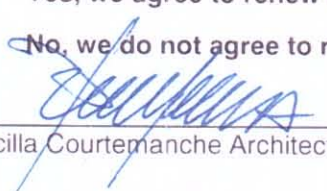
If you have any questions please do not hesitate to call my office.

Sincerely,

Rick Chuma
Director of Purchasing

Yes, we agree to renew this contract from July 24, 2014 through July 23, 2015

No, we do not agree to renew this contract


Tercilla Courtemanche Architects, Inc.

Date

6-25-14

Chairman, School Board of Indian River County

Date

Board Approved on _____

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INDIAN RIVER COUNTY BUS SCHEDULE

SCHOOL OPENS MONDAY, AUGUST 18th, 2014

**IMPORTANT INFORMATION
PLEASE READ CAREFULLY**

1. Students living within two miles of the school they attend are not eligible for transportation.
2. Due to Route planning, for utilization of buses, bus service is not provided to the babysitters, daycare facilities, work or to visit friends.
3. Students are expected to be at the bus stop at least five minutes prior to the scheduled bus arrival time. In accordance with Florida Statutes, parents must arrange for supervision at the bus stop.
4. All students are reminded to respect the property of others and to maintain good behavior at all bus stop locations.
5. Requests for stop changes or additions must be submitted, in writing, to the Transportation Department.
6. Registration forms will be sent home with each student the first time he/she rides the bus. It is very important that parents complete all information on these registrations, including emergency contact information, so the Transportation Department may contact them if necessary.
7. **F.E.F.P.-School Bus Funding Survey Periods will occur in the following months:**

**Survey 2- October 13th – 17th
Survey 3- February 9th – 13th**

The School District receives funding for transporting students who reside 2 or more miles from their assigned school. In order to insure adequate funding, students are encouraged to ride the bus during these periods.

8. **All students attending a school, other than their assigned school based on attendance boundaries, are not eligible for transportation.**

Important Information for PK / KG Students

Please have your student wear a tag listing his/her name, address, grade, Bus Route Number and School. Many children, at this age, fail to get off at the correct bus stop. Without proper identification it is difficult for the driver to assist them.

Attention all Parents / Guardians

For the first ten days of school, until Route times are firmly established, please have your student to the bus stop location at least ten minutes prior to scheduled pick-up times. As bus rider-ship increases/decreases, bus stop times and locations are subject to change.

ATTENTION PARENTS

During the first few days of school bus stop times may vary.

At other times during the school year there may be a substitute driver on the bus, the bus may break down, roads may have detours or rainy weather may occur causing your child's bus to run late.

Our first concern is always the safety and welfare of our students.

Thank you for your patience and understanding.

Please contact our Transportation Hotline for daily updates on Bus Routes: 978-8199

978-8825 / 978-8819 / 978-8816 / 978-8803
978-8840 / 978-8829 / 978-8811 / 978-8802

ALL STUDENTS ATTENDING THE ALTERNATIVE CENTER FOR EDUCATION OR THE SEBASTIAN RIVER HIGH SCHOOL INTERNATIONAL BACCALAUREATE PROGRAM, PLEASE CONTACT YOUR SCHOOL FOR TRANSPORTATION ASSIGNMENTS.

**PARENTS ARE REMINDED THAT THERE WILL BE ONE EARLY RELEASE DAY FOR STUDENTS EACH MONTH, AUGUST THROUGH MAY. THESE EARLY RELEASE DAY ARE IN ADDITION TO THE EARLY RELEASE DAYS NOW IN PLACE DURING SEMESTER EXAM DAYS. PLEASE CHECK WITH YOUR STUDENTS SCHOOL OR THE INSTRUCTIONAL CALENDAR ON THE DISTRICT WEB PAGE FOR THE DATE OF THE EARLY RELEASE DAY EACH MONTH.
DISTRICT WEB SITE ADDRESS: <http://www.indianriverschools.org>**

**BUS DRIVERS NEEDED - TRAINING PROVIDED
PLEASE CALL - 978-8814 OR 978-8820**



SOUTH COUNTY SCHOOLS

ELEMENTARY SCHOOLS

Beachland Elementary

Route 1	AM	PM
Driftwood Dr & Winding River Rd	7:58	4:00
A1A & Seagrove Dr West	8:04	4:06
A1A & Harbour Dr-West	8:05	4:01
A1A & Regatta Dr	8:07	4:10
A1A & Galleon Dr	8:08	4:11
A1A & Windward Way	8:09	4:12
A1A & Ocean Oakes Cir W-AM/E-PM	8:10	4:14
A1A & Ocean Oaks Lane	8:13	4:19
A1A & Silver Sand Ct	8:14	4:20
A1A & Atlantis Dr	8:15	4:21
A1A & Windward Way	8:16	4:22
A1A & Surfside Ter	8:17	4:23
A1A & Anglers Cove	8:18	4:24
A1A & Ocean Ridge Cir	8:19	4:25
A1A & Seagrove Dr - East	8:20	4:26
A1A & Shorelands Dr E	8:21	4:27
A1A & Smugglers Cove	8:22	4:30
A1A & Wyn Cove Dr	8:23	4:28
A1A & Corona Lane	8:24	4:32
A1A & White Heron Ln	8:25	4:33
Castaway Blvd & Admirals Walk	8:26	3:58
A1A & Sandpiper Lane	8:27	3:57

Route 3	AM	PM
42 nd St & 20 th Ave	7:48	4:19
42 nd Pl & 20 th Ave	7:49	4:18
38 th PL & 19 th Ave	7:58	4:15
38 th St & 17 th Ave	7:59	4:14
32 nd St & US 1-Behind Mike's Furniture	8:03	4:08
30 th St & 10 th Ct	8:05	4:06
30 th St & Bucking Hammock Trl	8:06	4:05
Golfview Dr & Calcutta Dr	8:08	4:02
26 th St & 10 th Ct	8:13	3:59
26 th St & 11 th Ave	8:14	3:58
28 th St & 11 th Ave	8:16	3:57
28 th St & 12 th Ave	8:17	3:56
25 th St & 12 th Ave	8:22	3:55
Royal Palm Blvd & 8 th Ave	8:25	3:50

Route 4	AM	PM
Wabasso Isl Lane & Live Oak Dr	7:42	4:35
Coco Plum Ln & Periwinkle Dr	7:47	4:11
A1A & Mariners Way	7:59	4:20
A1A & Spring Pl	8:06	4:13
A1A & Pebble Path	8:08	4:25
A1A & Sea Oaks Blvd	8:11	4:07
A1A & Island Club Square	8:12	4:06
A1A & Marbrissa Dr	8:13	4:03
A1A & Indian Trails	8:14	4:02
A1A & Reef Lane	8:16	3:56
A1A & Pebble Cir	8:17	3:54
Trade Winds Rd & Shore Dr	8:19	3:50
Bethel Crk Dr & Bahia Mar	8:23	3:52

Route 8	AM	PM
12 th St & Palms Of Vero- West Playground	8:00	3:55
Boys & Girls Club	-----	4:05

Route 10	AM	PM
47 th St & 28 th Ct	7:57	3:57
49 th St & 38 th Cir-Fountains	8:02	4:06
38 th Ave & 43 rd St-Orangewood	8:06	4:17
45 th St & 34 th Ave	8:11	4:12
27 th Ave & 44 th Pl	8:13	3:54
27 th Ave & 43 rd St	8:14	3:53
28 th Ave & 28 th Ct	8:16	3:50
42 nd Pl & 25 th Ave	8:18	3:47
Old Dixie Hwy & 39 th St(50 ft N of Intersection)	8:22	3:40
Gifford Youth Center	-----	4:01

Route 67	AM	PM
12 th St & Palms of Vero-East Playground	7:55	3:58

Citrus Elementary

Route 14

	AM	PM
13 th St SW & 27 th Ave SW	7:45	4:00
14 th St Sw & 21 st Ave SW	7:50	Rt 21
Oslo Rd & Bradford PL – Entrance	7:58	4:10
2 nd St & 15 th Ave	8:09	4:25
2 nd St & 11 th Ave	8:10	4:27
29 th Ave SW & 6 th St SW	8:23	3:40

Route 15

	AM	PM
40 th Ave & Washington Terrace - Victory PK	7:48	3:57
34 th Ave & 47 th St-Vacant Lot	7:50	4:00
47 th St & 38 th Ave	7:52	3:58
47 th St & 32 nd Ave	7:56	3:59
44 th St & 31 st Ave	7:59	4:00
43 rd St & 32 nd Ave	8:00	4:02
38 th Ave & 42 nd Lane – Orangewood	8:03	4:05
43 rd Ave & Entrance of Cypress Green	8:05	3:59
43 rd Ave & 48 th PI – GYAC	-----	3:55

Route 21

	AM	PM
5 th St SW & Legend Lakes	7:43	4:05
5 th St SW & Citrus Springs	7:45	4:08
13 th St SW & 55 th Ct SW	7:55	4:17
9 th Mnr SW & 43 rd Ave SW-The Fountains	8:02	4:13
34 th Ave Sw & 10 th St SW	8:05	3:57
34 th Ave Sw & 13 th St SW	8:06	3:55
21 st ST SW & Millstone Landings	8:10	3:39
25 th St SW & 28 th Ave SW	8:13	3:42
29 th Ave SW & 23 rd St SW	8:15	3:44
15 th St SW & 22 nd Ave SW	8:20	3:49
15 th St SW & 20 th Ct SW	8:21	3:50
14 th St SW & 21 st Ave SW	Rt 14	3:51

Route 25

	AM	PM
20 th Ave SW & 1 st PI SW	7:50	3:43
Preserves at Oslo-Gazebo	7:54	3:51
20 th Ave SW & 10 th St SW	7:58	3:53

Route 73

	AM	PM
8 TH St & 34 th Ave	8:06	4:39
8 th St & 24 th Sq	8:07	4:37
8 th St & 18 th Ave	8:09	4:33
8 th St & 14 th Ave	8:10	4:31
8 th St & 10 th Ave	8:11	4:29
10 th Ave & 7 th PL	8:12	4:25
6 th St & 9 th Ct	8:13	4:22
6 th PI & 9 th Ave	8:14	4:20
6 th Lane & 9 th Ave	8:15	4:18
Old Dixie Hwy & 4 th Ln	8:16	4:16
4 th St & 8 th Ct	8:17	4:09
4 th St & 10 th Ct	8:18	4:06
4 th St & 11 th Ct	8:19	4:04
4 th ST & 14 th Ave	8:20	4:02
4 th St & 18 th Ave	8:22	4:00
1729 17 th Ave-Boys & Girls Club	-----	3:55

DODGERTOWN ELEMENTARY

Route 5

	AM	PM
58 th Ave & Hidden Lakes-Entrance	7:30	3:53
58 th Ave & 24 th St-Westside	7:36	Rt 30
82 nd Ave & 12 th St	7:41	4:16
90 th Ave & Lakewood Village-Entrance	7:51	4:21
41 st St & 62 nd Ave	8:01	4:00
42 nd St & 47 th Ave	8:05	3:45
49 th Ave & 42 nd St	8:10	3:47
45 th St & 60 th Ave	8:12	3:54
45 th St & 56 th Ave	8:16	3:56
45 th St & 54 th Ter	8:18	3:57
45 th St & 51 st Ave	8:20	3:58

Route 7

	AM	PM
1900 45 th St - Pinnacle Grove	7:56	3:55
Indian River Blvd & Fairways	7:58	3:52
Indian River Blvd & Laguna Club	8:00	3:48
41 st St & 41 st Sq - Grace Groves	8:08	3:45
57 th St & 59 th Ter	8:20	4:12
49 th St & 51 st Ave	8:24	4:04
43 rd Ave & 48 th St	8:30	4:02

Route 23

	AM	PM
28 th Ave & 43 rd St	8:08	3:42
47 th St & 30 th Ave	8:11	3:39
49 th St & 29 th Ave - At Mailboxes	8:13	3:38
49 th St & 33 rd Ave	8:15	3:35
47 th St & 33 rd Ave	8:18	3:37
40 th Ave & Lincoln Dr	8:20	3:32
49 th St & 38 th Cir	8:21	3:33

Route 30

	AM	PM
Rt 60 & Sunshine Ave	7:18	4:50
Geiger Dr & Hines Dr	7:22	4:45
98 th Ave & Verona Trace- Inside	7:46	3:57
East Verona Mnr & Verona Cir	7:48	4:01
N Verona Trace Dr & E Verona Cir	7:49	3:59
Rt 60 & 98 th Ave-Mailboxes(Northside)	7:54	4:06
Rt 60 & 79 th Ave -Southside	8:04	Rt 84
Rt 60 & Lake In The Woods	8:05	Rt 84
58 th Ave & 57 th Cir	8:10	Rt 84
26 th St & 53 rd Ave	8:13	Rt 84
26 th St & 51 st Ave	8:17	Rt 84
26 th St & 47 th Ave	8:18	3:32
58 th Ave & 24 th St	Rt 5	3:36

Route 62

	AM	PM
43 rd Ave & 21 st Pl	7:49	4:01
38 th Ave & Atlantic Blvd	8:02	4:08
32 nd Ave & Atlantic Blvd	8:04	4:10
Aero Ln & Pathfinder Dr	8:05	4:05
57 th Ave & 38 th Pl	8:10	3:52
43 rd St & 33 rd Ave	8:17	3:40
45 th St & 34 th Ave	8:20	3:38
43 rd St & Grace Pines	8:22	3:45
38 th Ave & 42 nd PL – Orangewood Apts	8:23	3:46

Route 84

	AM	PM
RT 60 & 56 th Ave - Northside	7:54	4:03
RT 60 & 79 th Ave – Northside	8:03	4:19
85 th Ct & 22 nd St	8:11	4:25
22 nd St & 86 th Ave	8:12	4:26
22 nd St & 87 th Ave	8:13	4:27
22 nd St & 88 th Ct	8:14	4:28
22 nd St & 89 th Ct	8:15	4:29
Pointe West & 16 th Manor –Gazebo	8:21	4:37
Pointe West Dr & South Village Sq	8:22	4:38
74 th Ave & 16 th Mnr	8:25	4:42
26 th St & Walkers Wood	8:29	4:15
26 th St & Vero Mission Green	8:30	4:12
26 th St & Anthem Way-Trillium	8:35	4:10
26 th St & 51 st Ave	Rt 30	3:58
26 th St & 53 rd Ave	Rt 30	4:00
Rt 60 & 79 th Ave - Southside	Rt 30	4:42
Rt 60 & Lake in the Woods	Rt 30	4:44

GLENDALE ELEMENTARY

Route 9

	AM	PM
8 th St & 28 th Ave	8:02	3:39
12 th St & 28 th Ave	8:06	3:42
15 th St & 28 th Ave	8:08	3:44
30 th Ave & 17 th St	8:10	3:46
18 th St & 31 st Ave	8:11	3:48
18 th St & 34 th Ave	8:12	3:49
18 th St & 36 th Ave	8:14	3:50
18 th St & 41 st Ave	8:30	3:51

Route 31

	AM	PM
43 rd Ave & 46 th Ln	7:49	3:58
46 th St & 41 st Ave	7:51	4:00
40 th Ave & 46 th Pl	7:52	4:02
49 th St & 38 th Cir	7:54	4:04
47 th St & 34 th Ave	7:57	4:07
47 th Pl & 30 th Ave	7:59	4:09
43 rd St & 27 th Ave	8:03	4:11
43 rd St & 32 nd Ave	8:05	4:13
38 th Ave & 44 th Pl	8:11	3:54
Gifford Youth Center	----	3:57

Route 33

	AM	PM
38 th Ave & 42 nd Pl	7:43	4:24
41 st St & Grace Groves	7:48	4:22
45 th Ave & 18 th St	7:56	4:08
46 th Ave & 18 th St	7:57	4:10
46 th Ave & 19 th St	7:58	4:09
18 th St & 50 th Ave	8:00	4:12
16 th St & 48 th Ave	8:05	4:04
1 st St & 43 rd Ave	8:28	3:54
1 st St & 46 th Ave	8:29	3:53
1 st St & 48 th Ave	8:30	3:52

Route 36

	AM	PM
4 th St & 53 rd Ave	7:55	3:28
4 th St & 61 st Ave	8:04	3:34
65 th Ave & 4 th Ln	8:11	3:32
5 th St & 61 st Ave	8:13	3:35
63 rd Ave & 4 th Pl	8:15	3:37
63 rd Ave & 4 th Lane	8:16	3:38
63 rd Ave & 6 th Pl	8:18	3:39
61 st Ave & 7 th Pl	8:19	3:41
8 th St & Carriage Lakes	8:20	3:43
Boys and Girls Club	-----	4:12

Route 72

	AM	PM
43 rd Ave & 13 th Pl	8:00	4:23
12 th St & 42 nd Ave	8:01	3:46
12 th St & 39 th Ave	8:02	3:47
12 th St & 37 th Ave	8:03	3:48
10 th St & 36 th Ave	8:07	3:50
16 th St & 30 th Ave	8:08	4:11
16 th St & 31 st Ave	8:09	4:05
14 th St & 32 nd Ave	8:10	4:09
14 th St & 36 th Ave	8:11	3:52
14 th St & 39 th Ave	8:14	3:53
14 th St & 40 th Ave	8:16	3:54
14 th St & 41 st Ave	8:18	3:56
14 th St & 42 nd Ave	8:20	3:58
15 th St & 43 rd Ave	8:23	4:01
16 th St & 42 nd Sq	8:25	4:04
16 th St & 40 th Ave	8:26	4:05

HIGHLANDS ELEMENTARY

Route 16

	AM	PM
10 th PI SW & 4 th Ct SW-Oak Ridge	7:45	4:26
11 th St SW & 1 st Ave SW - River Shores	7:47	4:19
12 th PI SE & 1 st Ct SE	7:48	4:18
12 th PI SE & 4 th Ave SE	7:50	4:16
22 nd PI SE & 5 th Ct SE	7:58	4:07
5 th Ct SE & 19 th St SE	8:01	4:09
Old Dixie Hwy & Plantation Ridge	8:05	3:37
11 th Ln SW & 3 rd Ct SW	8:14	3:42
11 th Ln SW & 4 th Ave SW	8:15	3:43
4 th Ave SW & 13 th Ln SW	8:16	3:48
2 nd Road SW & 14 th PI SW	8:17	3:51
4 th Ave SW & 16 th St SW	8:19	3:55
2 nd Road SW & 16 th St SW	8:21	3:58
14 th PI SW & 2 nd Ave SW	8:23	4:00
2 nd Ave SE & 22 nd St SE	8:26	3:31
24 th St SE & 2 nd Ct SE - Florida Ridge	8:28	3:33
Highland Dr SW & 1 st Ave SE	8:31	3:28

Route 26

	AM	PM
16 th St SW & 20 th Ave SW	7:50	3:55
19 th Ave SW & 17 th PI SW	7:55	3:52
19 th Ave SW & 21 st St SW	7:58	3:49
16 th Ave SW & 23 rd PI SW	8:01	3:43
16 th Ave SW & 25 th St SW	8:03	3:44
13 th Ave SW & 23 rd PI SW	8:05	3:41
11 th Ct SW & 24 th St SW	8:08	3:38
10 th Ave SW & 24 th St SW	8:10	3:35

Route 74

	AM	PM
14 th St SW & 17 th Ct SW	7:55	4:00
17 th Ave SW & 16 th St SW	7:58	3:57
21 st St Sw & Falcon Trace (South West Entrance)	8:05	3:50
17 th Lane Sw & Spotted Owl Dr (North Entrance Falcon Trace)	8:10	3:45
Boys and Girls Club	----	4:15
Gifford Youth Center	----	4:35

Route 79

	AM	PM
20 th Ave SW & 10 th St SW	7:50	3:52
20 th Ave SW & 12 th St SW	7:54	3:50
17 th Ave SW & 12 th St SW	7:56	3:55
11 th St SW & 15 th Cir SW	7:58	3:53
12 th St SW & 13 th Ave SW	8:01	3:58
12 th St SW & 12 th Ct SW	8:02	3:55
11 th St SW & 11 th Ct SW	8:04	4:03
11 th St SW & 10 th Ct SW-Northside	8:06	4:04
9 th Ct SW & 10 th St SW	8:08	4:05
12 th St SW & 18 th Ave SW	8:15	3:53

OSCEOLA MAGNET

Route 18

	AM	PM
Oslo Middle School	7:25	-----
Highlands Elementary School	7:38	4:35
6 th Ave SW & Caribbean Cir	7:46	4:45
36 th Ave & 4 th St	7:54	4:06
4 th St & 53 rd Ave	7:59	4:10
5 th St SW & Citrus Springs Blvd SW	8:03	4:15
Oslo Rd & Diamond Lakes	8:07	4:19
Oslo Rd & South Lakes	8:08	4:20
Oslo Rd & 34 th Ave SW	8:12	4:25
1729 17 th Ave-Boys & Girls Club	-----	3:55

Route 19

	AM	PM
39 th Ave & 47 th St- Pineview	7:39	4:10
43 rd Ave & 48 th St	7:43	4:12
43 rd Ave & 45 th Lane	7:44	-----
45 th St & 60 th Ave	7:47	4:22
45 th St & 62 nd Ct-Whippoorwill Estates	7:48	4:23
41 st St & 58 th Ct-Sylvan Lakes	7:52	4:28
58 th Ave & 46 th St-Hidden Lakes	7:56	4:18
38 th Ave & 42 nd Pl-Orangewood	8:00	4:08
34 th Ct & 44 th Pl	8:02	4:06
45 th St & Pinnacle Groves-Entrance	8:11	3:58
6 th Ave & 10 th St	8:23	3:45
Gifford Youth Activity Center	-----	4:14

Route 20

	AM	PM
Sebastian River High School	7:15	4:25
Barber St & Tulip Dr - Creative Playground	7:29	4:15
58 th Ave & 57 th St-Vero Lago	7:54	3:55
2180 58 th Ave-Italian Grill Parking Lot	8:06	3:40

ROSEWOOD MAGNET

Route 18

	AM	PM
Oslo Middle School	7:25	-----
Highlands Elementary School	7:38	4:35
6 th Ave SW & Caribbean Cir	7:46	4:45
36 th Ave & 4 th St	7:54	4:06
4 th St & 53 rd Ave	7:59	4:10
5 th St SW & Citrus Springs Blvd SW	8:03	4:15
Oslo Rd & Diamond Lakes	8:07	4:19
Oslo Rd & South Lakes	8:08	4:20
Oslo Rd & 34 th Ave SW	8:12	4:25
1729 17 th Ave-Boys & Girls Club	-----	3:55

Route 20

	AM	PM
Sebastian River High School	7:15	4:25
Barber St & Tulip Dr - Creative Playground	7:29	4:15
58 th Ave & 57 th St-Vero Lago	7:54	3:55
2180 58 th Ave-Italian Grill Parking Lot	8:06	3:40

Route 22

	AM	PM
45 th St & Pinnacle Groves-Entrance	7:46	4:34
43 rd St & 36 th Ct - Grace Pines	7:57	4:18
40 th Ave & Kennedy Ct-Victory Park	8:02	4:22
43 rd Ave & 48 th Pl- GYAC	8:03	4:24
43 rd Ave & 46 th Ln	8:04	4:26
41 st Sq & 39 th Dr-Grace Groves	8:07	4:15
8 th St & Carriage Lakes-Entrance	8:22	4:00

VERO BEACH ELEMENTARY

Route 2

	AM	PM
8 th Ave SW & 3 rd St SW	8:17	3:43
8 th Ave Sw & 4 th PI SW	8:18	3:44
7 th Ave SW & 5 th St SW	8:19	3:45

Route 13

	AM	PM
8 th St & Kyle's Run Apts	7:54	3:40
6 th Ave & Tropic Villas	7:59	3:43
Indian River Apts.	8:02	3:46
8 th St & 8 th Ct	8:05	3:50
8 th St & 10 th Ave	8:07	3:51
10 th Ct & 9 th St	8:09	3:52
8 th St & Sedona Palms-Entrance	8:15	3:59
8 th St & 26 th Ave	8:16	4:03

Route 27

	AM	PM
1599 Highland Ave-Southside 16 th St	Rt 28	3:30
45 th St & Pinnacle Groves-Entrance	7:45	4:23
30 th Ave & 47 th PI	7:51	4:13
33 rd Ave & 47 th St	7:54	4:12
47 th St & 38 th Ct	7:56	4:08
49 th St & 38 th Cir	8:00	4:02
Gifford Youth Center	----	3:57
46 th St & 40 th Ave	8:02	4:05
43 rd St & 32 nd Ave	8:07	3:52
43 rd St & 28 th Ct	8:09	3:50

Route 28

	AM	PM
1599 Highland Ave-Southside 16 th St	7:59	Rt 27
Highland Ave & 16 th St	8:01	4:09
1825 14 th Ave-Front of Apts	8:03	4:11
19 th St & 18 th Ave	8:05	Rt 29
10 th Ave & 16 th PI	8:11	4:05
9 th Ave & 19 th St	8:14	4:01
7 th Ave & 18 th St	8:17	3:57
6 th Ave & 18 th St	8:18	3:56
6 th Ave & 16 th St	8:20	3:55
6 th Ave & 13 th PI	8:22	3:53
6 th Ave & 9 th PI	8:24	3:51

Route 29

	AM	PM
38 th Ave & 41 st PI-Orangewood	8:00	4:30
41 st Ave & 18 th St	8:09	4:15
Vero Beach Ave & Buena Vista Blvd	8:16	4:00
16 th Ave & 23 rd St-Church Parking Lot	8:19	3:55
18 th St & 21 st Ave	8:23	3:40
19 th St & 18 th Ave	Rt 28	3:42
19 th St & 26 th Ave-At Bench	8:25	3:47

Route 82

	AM	PM
5 th Ave & 1 st St	7:55	3:44
6 th Ct SW & 1 st St SW	8:00	3:46
4 th PI SW & 6 th Ave SW	8:05	3:53
6 th Ave SW & 3 rd PI SW	8:08	3:55
7 th Lane SW & 3 rd Ct SW	8:10	3:50
Oslo Rd & 11 th Dr SW-Northside	8:20	4:00

MIDDLE SCHOOLS

SOUTH / CENTRAL COUNTY MIDDLE SCHOOLS

Gifford Middle School

Route 1	AM	PM
Royal Palm Blvd & Granada Ave	7:01	3:32
12 th Ave & 26 th St	7:03	3:30
11 th Ave & 28 th St	7:06	3:28
26 th St & 10 th Ave	7:07	3:26
26 th St & Laurel Dr	7:10	3:25
Calcutta Dr & Golf View	7:12	3:22
30 th St & Bucking Hammock Trail	7:13	3:20
30 th St & 10 th Ct	7:14	3:19
13 th Ave & 32 nd St	7:15	3:17
17 th Ave & 37 th St	7:19	3:16

Route 3	AM	PM
A1A & Seagrove Dr-West	6:59	3:20
A1A & Sandpoint Pl-West	7:00	3:21
A1A & Windward Way-West	7:01	3:27
A1A & Atlantis Dr	7:09	3:30
A1A & Seagrape Dr	7:10	3:24
A1A & Porpoise Point Ln S	7:11	3:23
A1A & Anglers Cove	7:12	3:22
A1A & Seagrove Dr- East	7:18	3:20
A1A & Shorelands Dr	7:19	3:19
A1A & Gracewood Lane	7:20	3:18
A1A & White Heron Lane	7:21	3:16
A1A & Castaway Cove 1 & 2	7:22	3:15

Route 4 (AM Only)	AM	PM
12 th St & Indian River Blvd/ (Indian River Apts)	6:53	Rt 30
12 th St & 4 th Ter-(The Palms of Vero)	6:58	Rt 30
Indian River Blvd & Fairways Circle	7:01	Rt 30
Indian River Blvd & Boulevard Village Ln	7:12	Rt 30
Indian River Blvd & Laguna Club	7:16	Rt 30

Route 5	AM	PM
19 th St & 17 th Ave	7:05	3:05
19 th St & 21 st Ave	7:06	3:09
19 th St & 24 th Ave	7:08	3:12
16 th St & 25 th Ave	7:10	2:53
Boys and Girls Club	-----	3:06

Route 7	AM	PM
16 th St & Highland Ave	7:05	3:10
15 th St & 14 th Ct	7:06	3:09
14 th St & 14 th Ave	7:08	3:07
12 th St & 12 th Ave	7:12	3:06
12 th St & 13 th Ave	7:13	3:05
12 th St & 21 st Ct	7:16	3:00
12 th St & 26 th Ave	7:18	3:02

Route 8	AM	PM
55 th Ave SW & 1 st Sq SW-Hammock Lakes	7:14	3:16
43 rd Ave SW & 2 nd Sq SW	7:16	3:13
1 st St & 43 rd Ct	7:17	3:07
1 st St & 44 th Ct	7:18	3:08
1 st St & 46 th Ct	7:19	3:09
1 st St & 48 th Ave	7:20	3:11

Route 10	AM	PM
8 th St & 10 th Ct	7:10	3:12
8 th St & Sedona Palms- Entrance	7:12	3:10
8 th St & 17 th Ave	7:14	3:08

Route 19	AM	PM
23 rd St & 16 th Ave	7:08	3:16
23 rd St & 19 th Ave	7:09	3:15
Atlantic Blvd & Bonita Ave	7:11	3:13
Cordova Ave & Navarra Ave	7:13	3:14
Seville Ave & Avalon Ave	7:15	3:11
22 nd St & 28 th Ave	7:17	3:09
Atlantic Blvd & 32 nd Ave-Open Field	7:18	3:08
Atlantic Blvd & 37 th Ave	7:19	3:06
Airport Dr & Aero Lane	7:21	3:05

Route 23	AM	PM
38 th Ave & 42 nd PI (Orangewood)	7:23	2:54
41 st St & Grace Grove-Playground	7:25	2:57

Route 27	AM	PM
20 th Ave & 9 th PL	7:08	3:12
8 th St & 24 th Sq	7:11	3:10
8 th St & 26 th Ave-Southside	7:12	3:09
8 th St & 32 nd Ter-Southside	7:13	3:07
8 th St & 38 th Ave-Southside	7:15	3:06
8 th St & 41 st Ave-Southside	7:16	3:04
8 th St & Blackpine Dr-Southside	7:18	3:03
8 th St & 46 th Dr-Southside	7:19	3:02

Route 30 (PM Only)	AM	PM
12 th St & Indian River Blvd/ (Indian River Apts)	Rt 4	3:12
12 th St & 4 th Ter-(The Palms of Vero)	Rt 4	3:15
Indian River Blvd & Fairways Circle	Rt 4	2:56
Indian River Blvd & Boulevard Village Ln	Rt 4	3:01
Indian River Blvd & Laguna Club	Rt 4	3:04

Route 32	AM	PM
A1A & Mariners Way	6:30	4:30
A1A & Spring Pl	6:38	4:21
Frangipani Dr & Azalea Ln	6:40	4:14
Magnolia Ln N & Seagrape Dr	6:42	4:12
Coco Plum Ln & Periwinkle Dr	6:43	4:11
A1A & W Pebble Path	6:45	4:09
A1A & Sea Oaks Blvd	6:46	4:06
A1A & Roland Miller Dr	6:53	3:55
A1A & Reef Ln	6:57	3:54
A1A & Pebble Bay Cir	6:58	3:52
Silver Shores Rd & Trade Winds Road	6:59	3:41
Trades Winds Rd & Shores Dr	7:02	3:44
Sunset Dr & Cache Cay Dr	7:06	3:48
A1A & Live Oak Road	7:08	3:38
Conn Way & Mockingbird Dr	7:11	3:36
Indian Lilac Rd & Sable Palm Rd	7:12	3:34
Mockingbird Dr & Greytwig Dr	7:13	3:32
Mockingbird Dr & Fiddlewood Road	7:14	3:31
Mockingbird Dr & Eugenia Road	7:15	3:30

Route 33	AM	PM
8 th St & Kyle's Run Apts	7:06	3:28
Indian River Blvd & Tarpon Dr-N bound	7:13	3:13
Vero Isles Dr & Seahorse Lane	7:16	3:19
Royal Palm & Whippoorwill Ln	7:19	3:11
45 th St & Pinnacle Groves-Entrance	7:25	3:03

Route 67	AM	PM
Causeway Blvd E & Camino Del Rio	7:13	3:14
A1A & Lantana Ln	7:15	3:15
A1A & Castaway Cove IV & V	7:16	3:16
Castaway Blvd & Spanish Lace Lane	7:18	3:19
Admiral Walk & Castaway Cove Blvd	7:20	3:20
A1A & Sandpiper Ln	7:23	3:23
A1A & Tulip Ln	7:25	3:25
A1A & Iris Ln	7:27	3:30
A1A & Camelia Ln	7:29	3:31

Route 72	AM	PM
8 th St & 82 nd Ave	6:50	3:35
8 th St & White Fences Lane	6:53	3:33
4 th St & 53 rd Ave - Cypress Lakes	7:08	3:11
4 th St & 45 th Ct	7:11	3:08

Route 73	AM	PM
10 th Ave & 18 th St	7:08	3:10
10 th Ave & 6 th Pl	7:10	3:11
6 th Ave & 10 th St	7:15	3:20
6 th Ave & 11 th St	7:16	3:21
6 th Ave & 15 th St	7:18	3:22
6 th Ave & 16 th St	7:19	3:23
6 th Ave & 18 th St-Sunquest Apts	7:20	3:24
18 th Pl & 7 th Ave	7:21	3:28

Route 82	AM	PM
65 th Ave & 5 th St	7:00	3:26
63 rd Ave & 5 th Pl	7:06	3:24
8 th St & 63 rd Ave	7:11	3:23
8 th St 7 61 st Ave	7:13	3:21
8 th St & Carriage Lakes	7:16	3:20

OSLO MIDDLE SCHOOL

Route 2

	AM	PM
12 th Ave SW & 25 th St SW	7:27	3:15
16 th Ave SW & 24 th St SW	7:28	3:09
17 th Ave SW & 21 st PI SW	7:30	3:07
21 st St SW & 19 th Ave SW	7:32	3:11

Route 9

	AM	PM
2 nd St & 10 th Ct	7:00	2:50
Old Dixie Hwy & 1 st St	7:04	2:53
Old Dixie Hwy & 1 st St SW	7:05	2:54
Old Dixie Hwy SW & 7 th PL SW	7:07	2:58
4 th Ct SE & 21 st St SE	7:14	3:05
5 th Ct SE & 22 nd PI SE	7:15	3:07
12 th PI SE & 4 th Ave SE	7:20	3:10
US1 & Vista Palm Ln-Forrest Park	7:25	3:15

Route 13

	AM	PM
10 th Ave SW & 24 th St SW	7:20	3:10
7 th Ct SW & 25 th St SW	7:21	3:12
6 th Way SW & 24 th PI SW	7:23	3:13
Highland Drive SW & 8 th Ave SW	7:26	3:16

Route 14

	AM	PM
43 rd Ave & The Vineyards-Entrance	7:20	3:00
1 st St SW & 39 th Dr	7:23	3:05
1 st St SW & 32 nd Ave	7:24	3:07
4 th St & 33 rd Ave	Rt 28	3:18
4 th St & 38 th Ave	Rt 28	3:19
4 th St & 39 th Ct	Rt 28	3:20

Route 16

	AM	PM
Highland Dr SW & 1 st Ave SE	7:20	3:18
Highland Dr SW & Sunrise Dr SW	7:22	3:16
Highlands Ele & 6 th Ave SW	7:26	3:13

Route 18

	AM	PM
2 nd Ave SE & 22 nd St SE	7:02	3:13
24 th ST SE & 2 ND CT SE	7:04	3:15
Old Dixie & Plantation Ridge	7:08	3:12
Oslo Rd & 8 th Ct SW-Northside	7:10	3:04
Oslo Rd & 10 th CT SW –Northside	7:11	3:05
Oslo Rd & 10 th CT SW –Southside	7:15	3:00
Oslo Rd & 8 th CT SW-Southside	7:16	3:02

Route 21	AM	PM
43 rd Ave SW & 12th St SW-Shady Oaks	7:20	3:04
9 th Mnr SW & 43 rd Ave-The Fountains	7:21	3:05
33 rd Ave SW & 10 th St SW	7:24	2:55
34 th Ave SW & 11 th St SW	7:25	3:00
34 th Ave SW & 13 th St SW	7:27	2:58
33 rd Ave & 14 th St SW	7:28	2:57

Route 25	AM	PM
Old Dixie HWY & 4 th Lane	7:12	3:06
4 th St & 10 th Ct	7:14	3:04
6 th Dr SW & 3 RD ST SW	7:16	3:01
8 th Ave SW & 3 RD ST SW	7:18	3:00
7 th Ct SW & 4 th PI SW	7:19	2:58
5 th St SW & 6 th Ave SW	7:21	2:56

Route 26	AM	PM
19 th PI SW & 8 th Ave SW	7:15	3:05
18 th PI SW & 8 th Ct SW	7:17	3:04
17 th Ln SW & 11 th Ct SW	7:19	3:02
21st St SW & 13 th Ave SW	7:21	2:58
19 th St SW & 14 th Ave SW	7:23	2:56
19 th St SW & 17 th Ave SW	7:25	2:55

Route 28	AM	PM
Indian River Blvd & Provence Bay	7:05	3:04
4 th St & 39 th Ct	7:23	Rt 14
4 th St & 36 th Ave	7:25	Rt 14
4 th St & 33 rd Ave	7:27	Rt 14
Boys and Girls Club	-----	3:11

Route 35	AM	PM
29 TH AVE SW & 25 TH ST SW	7:30	3:01
21 ST ST SW & Falcon Lk Blvd SW	7:32	3:03
North Entrance-Falcon Trace		
27 th AVE SW & 13 TH ST SW- Majestic Oaks	7:33	2:55

Route 74	AM	PM
Old Dixie hwy & 10 th St SW	7:08	3:09
3 rd Ct SW & 11 th Ln SW	7:09	3:10
4 th Ave SW & 13 th Lane SW	7:10	3:12
4 th Ave SW & 15 th Lane SW	7:12	3:13
15 TH Ln SW & 2 ND Road SW	7:14	3:15

Route 79	AM	PM
5 th St SW & 33 rd Ave SW	6:55	2:59
5 th St SW & 35 th Ave SW	6:59	3:00
5 th St SW & 38 th Sq SW-Courtside	7:01	3:01
5 th St SW & 39 th Ct SW-Waldo Way	7:02	3:03
5 th St SW & Arbour Trace	7:06	3:07
5 th St SW & Greystone Ct	7:08	3:05
5 th St SW & Citrus Blvd	7:10	3:10
Oslo Road & South Lakes	7:14	3:14
Oslo Road & Diamond Lakes	7:16	3:16
Oslo Road & Legend Lakes	7:18	3:18
Oslo Road & Ansley Park-Entrance	7:25	3:22

STORM GROVE MIDDLE SCHOOL

Route 12

	AM	PM
Pelican Isl PI & Douglas Ave E	7:01	3:17
Pelican Isl PI & Paddock St	7:04	3:16
Barber St & Keystone Dr	7:07	3:20
Arcadia Dr & Keystone Dr	7:08	3:21
Barber St & Arcadia Dr	7:11	3:23
86 th Lane & 64 th Ct	7:12	3:12
84 th St & Daisy Hope	7:13	3:08
84 th St & 63 rd Ave	7:14	3:06
CR 510 & 61 st Dr	7:15	3:05
CR 510 & 59 th Ave	7:04	3:04
58 th Ave & 81 st St - Lakes of Sandridge	7:02	3:02
59 th Ave & 75 th PI	7:21	2:55

Route 15

	AM	PM
43 rd Ave & 21 st PI	7:01	3:23
26 th St & 47 th Ave	7:02	3:20
26 th St & 50 th Ave	7:03	3:18
26 th St & 51 st Ave	7:04	3:16
26 th St & 52 nd Ave	7:05	3:14
26 th St & 53 rd Ave	7:06	3:12
58 th Ave & 23 rd St	7:07	3:09
59 th Ave & 24 th St / (Stop mid way down 24 th St)	7:10	3:07
26 th St & 58 th Ct	----	3:05
33 rd St & 59 th Ave	7:12	3:02
33 rd St & 62 nd Ave	----	3:03

Route 22

	AM	PM
Rt 60 & 79 th Ave-Northside	7:00	3:13
82 nd Ave & 24 th St	7:05	3:16
82 nd Ave & 26 th St	7:06	3:19
85 th Ct & 22 nd Ave	7:08	3:22
22 nd St & 87 th Ave	7:10	3:24
26 th St & 89 th Ave	7:12	3:26
22 nd St & 90 th Ave	7:14	3:28
Rt 60 & 79 th Ave-Southside	7:19	3:33
26 th St & Walkers Wood	7:22	3:10
26 th St & 69 th Ter – Vero Mission Green	7:24	3:08
26 th St & West Brookfield Way	7:25	3:09
26 th St & Anthem Way-Trillium	7:26	3:07
26 th St & 65 th Ave-Bella Vista	7:29	3:06

Route 29

	AM	PM
58 th Ave & Palms Estates(inside)	7:05	3:25
37 th St & Oak Chase	7:12	3:18
41 st St & Abbingdon Woods – Entrance	7:16	3:14
41 st St & 61 st Ave	7:18	3:13
41 st St & 58 th Ct	7:20	3:11
45 th St & 56 th Ave	7:22	3:08
45 th St & 51 st Ave	7:23	3:06
45 th St & 49 th Ave	7:24	3:05
45 th St & 43 rd Ct	7:26	3:04
49 th St & 50 th Dr – Lindsey Lanes	7:30	3:00

Route 31	AM	PM
74 th Ave & 16 th Mnr	6:58	3:09
Pointe West Cir & 16 th Mnr-Gazebo	7:02	3:15
S Village Dr & S Village Sq-Northside	7:05	3:09
74 th Ave & 14 th Ln	7:07	3:12
71 st Ave & 18 th St	7:10	3:18
Rt 60 & Lake in the Woods	7:15	3:21
Rt 60 & Sixty Oaks Ln	7:20	3:25

Route 36		
16 th St & 31 st Ave	7:18	3:17
16 th St & 36 th Ave	7:20	3:15
16 th St & 40 th Ave	7:22	3:13
16 th St & 46 th Ave	7:24	3:11
16 th St & 51 st Ct	7:26	3:09
16 th St & 58 th Ct-Kingswood	7:28	3:07

Route 38	AM	PM
Rt 60 & Stuckey's Parking Lot	5:55	4:16
Sunshine Ave & Central Blvd	6:05	4:06
Geiger Rd & Hines Dr	6:08	3:57
Rt 60 & 130 th Ave	6:30	3:47
Rt 60 & 122 nd Ave	6:37	3:45
Rt 60 & 100 th Ave	6:41	3:42
98 th Ave & 12 th St – Verona Trace / Southside	6:46	3:39
98 th Ave & 26 th St	6:51	3:34
90 th Ave & Lakewood Village	6:56	3:27
8 th St & 82 nd Ave	7:03	3:20
8 th St & 63 rd Ave-Northside	7:09	3:10
58 th Ave & 53 rd St-Waterway Village	7:32	2:58

Route 42	AM	PM
US 1 & Island Harbour Rd	6:55	3:21
Delores St & Schumann Dr	7:02	3:18
Schumann Dr & Bailey Dr	7:03	3:17
Schumann Dr & Canal Cir	7:04	3:16
Laredo Lane & Lance St	7:05	3:15
Beach Lane & Lance St	7:06	3:12
Crawford Dr & Spring Valley Lane	7:07	3:13
Beach Ln & Schumann Dr	7:09	3:10
Schumann Dr & Tennis Courts	7:10	3:06
Laplaya Lane & Harris Dr	7:11	3:09
Schumann Dr & Dahl St	7:13	3:04

Route 43	AM	PM
Us 1 & Vero Camp	7:00	3:37
US 1 & Irby Lane	7:07	3:41
99 th St & Beach Cove-At Mailboxes	7:10	3:46
US 1 & 79 th St	7:19	3:31
69 th St & 33 rd Ave	7:24	3:09
69 th St & 29 th Ct	7:27	3:11
69 th St & 49 th Ct-Crystal Falls	7:32	3:05

Route 44

	AM	PM
95 th Ave & 81 st St	7:05	3:20
81 st St & 100 th Ct	7:08	3:23
83 rd St & 104 th Ave	7:11	3:26
83 rd St & 102 nd Ct	7:12	3:27
83 rd St & 100 th Ct	7:13	3:28
85 th St & 100 th Ave	7:15	3:34
83 rd St & 99 th Ave	7:16	3:33
85 th St & 96 th Ave	7:18	3:31
83 rd St & 96 th Ave	7:19	3:37
85 th St & 92 nd Ave	7:22	3:17

Route 45

	AM	PM
Periwinkle Dr & Barber St	7:10	3:29
Periwinkle Dr & Skyline Ln	7:11	3:30
Periwinkle Dr & Mistletoe St	7:12	3:31
Joy Haven Dr & Lagoon Dr	7:14	3:33
Barber St & Filbert St	7:20	3:27
Barber St & Nebraska Cir	7:21	3:25
CR 510 & 55 th Ave	7:26	3:24
58 th Ave & 61 st St – Eagle Trace	7:38	3:00

Route 51

	AM	PM
Barber St & Dominican Ter	6:52	3:08
Tulip Dr & Melrose Ln	6:55	3:11
Autumn Ter & Crown St	6:56	3:12
Autumn Ln & Melrose Ln	6:57	3:13
Melrose Ln & Landsdown Dr	6:59	3:15
Fleming St & Harbor Pt Dr	7:01	3:17
Fleming St & Easy St S – Collier Creek Estates	7:02	3:18
Easy St S & Wimbrow Dr S	7:04	3:19
Wimbrow Dr S & Balboa St	7:05	3:17
Wimbrow Dr S & Georgia Blvd	7:06	3:25
Georgia Blvd & Delaware Ave	7:08	3:27
Del Monte Rd & Easy St S	7:10	3:22
Del Monte Rd & Wimbrow Dr S – West Side	7:12	3:21

Route 59

	AM	PM
41 st St & 47 th Ave	7:20	3:25
41 st St & 57 th Ave	7:24	3:17
58 th Ave & 38 th Pl	7:26	3:15
38 th St & 57 th Ave	7:27	3:19
40 th St & 57 th Ave	7:28	3:20
45 th St & 60 th Ct	7:33	3:00
45 th St & Emerald Estates	7:34	3:03
45 th St & 62 nd Ct	7:36	3:06
45 th St & 67 th Ave	7:37	3:09
58 th Ave & Hidden Lakes	7:39	3:06
49 th St & 61 st Ct	7:40	3:03

Route 62	AM	PM
43 rd Ave & 19 th St	6:50	3:22
43 rd Ave & 15 th PI	6:52	3:20
43 rd Ave & 13 th PL	6:55	3:19
43 rd Ave & 11 th St	6:56	3:17
43 rd Ave & 9 th PI	6:58	3:16
12 th St & 34 th Ave	7:01	3:12
12 th St & 37 th Ave	7:03	3:11
12 th St & 42 nd Ave	7:05	3:10
5700 12 th St- Oakes Of Vero- Entrance	7:07	3:06
12 th St & 66 th Ave	7:09	3:03

Route 68	AM	PM
Barber St & Concha Dr	7:00	3:28
George St & Benedictine Ter	7:03	3:26
Englar Dr & Watercrest St	7:06	3:22
Englar Dr & Quarry Ln	7:08	3:21
Easy St S & Holden Ct	7:09	3:18
Holden Ct & Charles Ave	7:10	3:20
Schumann Dr & Osceola Ave	7:12	3:16
Schumann Dr & Aetna St	7:13	3:14

Route 75	AM	PM
Boys and Girls Club-Sebastian	-----	3:35

Route 81	AM	PM
91 st Ave & 79 th St	7:10	3:19
79 th St & 93 rd Ave	7:11	3:21
79 th St & 95 th Ave	7:12	3:22
79 th St & 97 th Ave	7:13	3:24
79 th St & 100 th Ave	7:15	3:25
101 st Ave & 79 th St	7:16	3:26
102 nd Ave & 79 th St	7:17	3:27
103 rd Ave & 79 th St	7:18	3:28
104 th Ct & 79 th St	7:19	3:29
105 th Ct & 79 th St	7:20	3:30

Route 84	AM	PM
8 th St & 51 st Ave	7:00	3:25
8 th St & 36 th Ave	7:04	3:21
8 th St & 29 th Ct	7:06	3:19
18 th St & 31 st Ave	7:12	3:17
18 th St & 37 th Ave	7:18	3:15
18 th St & 41 st Ave	7:20	3:13
49 th St & 28 th Ct	7:25	3:09
49 th St & 33 rd Ave	7:30	3:01
Gifford Youth Center	7:33	2:57

HIGH SCHOOLS

VERO BEACH HIGH SCHOOL/FLC – (All buses serve both schools unless marked otherwise)

Route 1	AM	PM
A1A & Regatta Dr	6:11	-----
A1A & Windward Way	6:12	2:40
A1A & Ocean Oaks Lane W	6:17	2:46
A1A & Atlantis Dr	6:18	2:45
A1A & Seagrape Dr	6:19	2:38
A1A & Porpoise Point Ln N	6:21	2:37
A1A & Surfside Ter	6:22	2:35
A1A & Anglers Cove	6:34	2:36
A1A & Ocean Ridge Cir	6:23	2:33
A1A & Seagrove Dr E	6:24	2:31
A1A & Shorelands Dr E	6:25	2:29
A1A & Pelican Lane	6:26	2:28
A1A & Castaway 1 & 2	6:29	2:27
A1A & Castaway 3 & 6/AM-4&5/PM	6:31	2:25
A1A & Jasmine Ln	6:32	2:24
Indian River Apts	6:37	RT 4

Route 2	AM	PM
17 th St SW & Covey Run Ct SW	6:30	2:29
43 rd Ave SW & 12 th St SW-The Grove	6:46	2:51
Oslo Rd & White Tail Ave SW- Hunters Run	6:48	2:21
Oslo Road & Diamond Lakes	6:49	2:22
Oslo Road & South Lakes	6:50	2:24

Route 3	AM	PM
82 nd Ave & 26 th St	6:00	2:32
90 th Ave & Americana Rd	6:05	2:37
90 th Ave & Lakewood Village	6:09	2:39
Rt 60 & 79 th Ave-Southside	6:13	2:42

Route 4	AM	PM
CR 510 & Seasons Ter	5:57	3:08
A1A & Somerset Bay	6:00	3:03
A1A & Sea Oaks Blvd	6:02	3:02
A1A & Island Club Mnr	6:03	3:00
A1A & Marbrissa Dr	6:04	2:59
A1A & Indian Trails	6:05	2:57
A1A & Old Winter Beach Rd	6:08	2:55
A1A & Roland Miller Dr	6:12	2:50
A1A & Pebble Bay Cir	6:15	2:47
Trade Winds Rd & Tides Road	6:17	2:43
Sunset Dr & Bethel Crk Dr/Cache Cay	6:19	2:44
Bethel Creek Dr & Bahia Mar Road	6:20	2:45
A1A & Conn Way	6:22	2:40
A1A & Date Palm Rd	6:25	2:39
A1A & Bougainvillea Ln	6:27	2:37
A1A & Riomar Dr	6:28	2:36
A1A & Tulip Ln	6:31	2:34
Indian River Apts	RT 1	2:26

Route 5

	AM	PM
42 nd St & 49 th Ave	6:06	2:43
42 nd St & 47 th Ave	6:07	2:42
41 st St & 57 th Ave	6:08	2:39
42 nd St & 58 th Ave	6:09	2:38
46 th St & 56 th Ave	6:10	2:36
45 th St & 65 th Dr	6:12	2:27
45 th St & 60 th Ct	6:13	2:33
45 th St & 61 st Ct-Emerald Estates/Entrance	6:15	2:30
45 th St & 62 nd Ct	6:16	2:29
41 st St & Amelia Plantation/Entrance	6:18	2:26
41 st St & Abington Woods/Entrance	6:20	2:23
41 st St & 60 th Ct	6:23	2:21
41 st St & 58 th Ct-Sylvan Lakes/Entrance	6:25	2:20

Route 6

	AM	PM
35 th Ave & 15 th St	6:28	2:30
12 th St & 34 th Ave	6:30	2:27
12 th St & 37 th Ave	6:32	2:26
12 th St & 42 nd Ave	6:34	2:22
8 th St & 39 th Ave	6:35	2:20
8 th St & 36 th Ave	6:36	2:19
8 th St & 34 th Ave	6:37	2:18
8 th St & 28 th Ave	6:39	2:16
8 th St & 26 th Ave	6:40	2:12

Route 7

	AM	PM
US 1 & 42 nd PL	6:13	2:35
1900 45 th St-Pinnacle Grove	6:15	2:37
Indian River Blvd & Grand Harbor-East	6:18	2:42
Indian River Blvd & Fairways Cir	6:20	2:43
Indian River Blvd & Grand Harbor-West	6:21	2:44
Indian River Blvd & Laguna Club	6:23	2:39
37 th St & 15 th Ave	6:27	2:32
37 th Pl & 17 th Ave	6:28	2:33
30 th St & 10 th Prkwy	6:34	2:28
30 th St & Country Club Dr	6:35	2:27
26 th St & Country Club Dr	6:36	2:26
26 th St & Pine Ave	6:37	2:25
28 th St & 12 th Ave	6:39	2:22
25 th St & 12 th Ave	6:45	2:21

Route 8

	AM	PM
Oslo Road & Timber Ridge	6:10	2:19
Oslo Road & 8 th Ct SW-North Side	6:12	2:21
Oslo Road & 10 th Ct SW-North Side	6:13	2:22
8 th St SW & 11 th Ct SW	6:15	2:23
Oslo Road & 10 th Ct SW-South Side	6:17	2:25
11 th Ct SW & 11 th St SW	6:18	2:26
11 th St SW & 12 th Ct SW	6:20	2:27
Oslo Road & 9 th Ct SW- South Side	6:24	2:31
Oslo Road & 8 th Ct SW- Southside	6:25	2:32

Route 9	AM	PM
28 th Ave SW & 25 th St SW	6:23	2:26
27 th Ave SW & 21 st St SW Falcon Trace /Millstone	6:25	2:23
17 th Ln SW & Falcon Trace- North Entrance	6:27	2:20

Route 10 (Vero Beach High Only)	AM	PM
14 th Ave SW & 19 th St SW	6:30	2:10
7 th Ct SW & 25 th St SW	6:36	2:16
10 th Ave SW & 23 rd PI SW	6:34	2:15

Route 13	AM	PM
Old Dixie Hwy & 10 th St SW-Oak Ridge	6:20	2:23
Old Dixie Hwy & 12 th St SW	6:22	2:25
4 th Ave SW & 13 th Ln SW	6:24	2:27
2 nd Rd SW & 14 th PI SW	6:27	2:28
4 th Ave SE & 21 st St SE-Vero Shores	6:33	2:35
5 th Ct SE & 20 th Ln SE-Vero Shores	6:35	2:37
US 1 & Garden Groves-Entrance	6:37	2:40
4 th Ave SE & 12 th PI SE-River Shores	6:40	2:44
US 1 & Forrest Park-Entrance	6:44	2:50

Route 14	AM	PM
5 th St SW & Citrus Blvd-Citrus Springs	6:37	2:37
5 th St SW & Greystone Court	6:39	2:36
5 th St SW & Legend Lakes	6:40	2:35
5 th St SW & Arbour Trace	6:41	2:34
5 th St SW & 40 th Ave SW	6:43	2:32
5 th St Sw & 38 th Ct SW	6:44	2:30
5 th St SW & 35 th Ave SW	6:45	2:29
5 th St SW & 29 th Ct SW	6:47	2:27
5 th St SW & 24 th Ct SW	6:49	2:26
(Preserves at Vero-West Entrance)		
5 th St Sw & 22 nd Ave SW	6:50	2:25
(Preserves at Vero-East Entrance)		

Route 15	AM	PM
4 th St & 27 th Dr	6:25	2:28
4 th St & 32 nd Ave	6:28	2:30
4 th St & 36 th Ave	6:30	2:32
4 th St & 46 th Ct	6:34	2:36
4 th St & 53 rd Ave	6:36	2:39
8 th St & 51 st Ave	6:38	2:40
8 th St & 46 th Dr	6:39	2:41

Route 16 (Underlined stops are FLC only)	AM	PM
8 th St & Sedona Palms-Entrance	6:11	2:20
Old Dixie Hwy & Plantation Ridge	6:18	2:52
Old Dixie Hwy & 21 st St SE	6:19	2:50
2 nd Ct SE & 24 th St SE	6:20	2:48
<u>21st St SE & 2nd Ave SE</u>	6:21	2:46
<u>Skyline Dr SE & 21st St SE</u>	6:22	2:45
<u>Highland Dr SW & Sunrise Dr SW</u>	6:24	2:44
<u>Highland Elementary-Bus Loop</u>	6:27	2:39
<u>19th St SW & 8th Ave SW</u>	6:29	2:37
<u>10th Ave SW & 19th PI SW</u>	6:31	2:35
<u>Highland Dr SW & 17th PI SW</u>	6:33	2:32
<u>20th Ave SW & 1st St SW</u>	6:40	2:25

Route 18 (VBHS ONLY)	AM	PM
Highland Dr SW & 1st Ave SE	6:12	2:19
Highland Dr SW & Oak Hammock Cir	6:14	2:20
21st St SW & 6 th Ave SW	6:15	2:22
19 th PI SW & 10 th Ave SW	6:18	2:25
19 th PI SW & 8 th Ave SW	6:19	2:27
Highland Dr SW & Indian River Club	6:23	2:31
24 th St SW & 20 th Ave SW	6:27	2:34
20 th Ave SW & 17 th PI SW	6:30	2:35

Route 19	AM	PM
45 th St & 51 st Ave	6:25	2:30
45 th St & 48 th Ave	6:27	2:31
45 th St & 38 th Ct	6:29	2:34
45 th St & 34 th Ct	6:30	2:35
45 th St & 32 nd Ave	6:32	2:36
45 th St & 29 th Ave	6:34	2:40
47 th St & 29 th Ave	6:36	2:38

Route 21	AM	PM
1st St SW & 37 th Dr	6:27	2:33
1st St SW & 36 th Ct-Northside	6:28	2:30
1st St SW & 35 th Sq	6:29	2:29
1st St SW & 32 nd Ave	6:30	2:28
1st St SW & 29 th Ave	6:31	2:27
1 st PI SW & 27 th Ave	6:32	2:26
1 st St SW & 24 th Ave	6:33	2:24
4 th St & 23 rd Ave	6:34	2:21

Route 22	AM	PM
26 th St & 47 th Ave	6:05	2:30
26 th St & 52 nd Ave-Compass Pt	6:07	2:32
26 th St & 54 th Ave	6:08	2:33
26 th St & 55 th Sq-Walkers Glen	6:09	2:34
26 th St & 58 th Ct	6:11	2:35
26 th St & Bella Rosa	6:14	2:36
26 th St & Anthem Way-Entrance/Trillium	6:16	2:38
26 th St & West Brookfield Way	6:17	2:39
26 th St & 69 th Ter-Vero Mission Green	6:18	2:40
26 th St & 71 st Cir -Walkers Wood	6:20	2:41
Atlantic Blvd & 38 th Ave	6:24	2:23
Atlantic Blvd & 35 th Ave	6:28	2:22
22 nd St & 27 th Ave	6:30	2:20
Atlantic Blvd & Bonita Ave	6:32	2:18
16 th Ave & 24 th St	6:35	2:15

Route 23	AM	PM
66 th Ave & 4 th Ln	6:41	2:37
63 rd Ave & 4 th Ln	6:42	2:35
6 th PI & 63 rd Ave	6:44	2:34
63 rd Ave & 7 th PL	6:46	2:33
8 th St & 61 st Ave	6:47	2:30
8 th St & 63 rd Ave	6:48	2:32
8 th St & Carriage Lakes	6:49	2:28
12 th St & Oakes Of Vero	6:50	2:26
12 th St & 48 th Ct	6:51	2:25
12 th St & 44 th Ave	6:53	2:22

Route 25 (FLC ONLY)	AM	PM
16 th Ave SW & 19 th St SW	6:18	2:31
21 st St SW & 19 th Ave SW	6:20	2:29
23 rd St SW & 16 th Ave SW	6:24	2:27
25 th St SW & 12 th Ave SW	6:26	2:26
10 th Ave SW & 23 rd PI SW	6:29	2:24
25 th St SW & 7 th Ct SW	6:31	2:22
6 th Rd SW & 24 th St SW	6:33	2:20

Route 26	AM	PM
20 th Ave & 1 st St	6:28	2:35
20 th Ave & 2 nd St	6:30	2:34
2 nd St & 16 th Ave	6:32	2:32
2 nd St & 14 th Ave	6:33	2:31
2 nd St & 12 th Ave	6:34	2:30
2 nd St & 10 th Ct	6:36	2:28
2 nd St & 8 th Ct	6:37	2:26
4 th St & 10 th Ct	6:41	2:21

Route 27	AM	PM
43 rd Ave & Cypress Green Ln S	6:24	2:30
43 rd Ave & 45 th Ln	6:25	2:32
43 rd Ave & 47 th PI	6:26	2:33
43 rd Ave & 48 th PI-Gifford Youth Center	6:27	2:35
48 th PI & 48 th Ave-Lindsey Lanes	6:31	2:37
40 th Ave & Washington Ter	6:33	2:40
40 th Ave & 46 th St	6:35	2:43

Route 28	AM	PM
Old Dixie Hwy & 6 th PI	6:15	2:30
Old Dixie Hwy & 4 th Ln	6:17	2:31
Old Dixie Hwy & 1 st St	6:19	2:33
1 st St SW & 6 th Ct SW	6:21	2:35
8 th Ave SW & 2 nd St SW	6:23	2:37
8 th Ave & 4 th PI SW	6:25	2:38
3 rd St SW & 7 th Road SW	6:26	2:39
6 th Ave SW & 3 rd PI SW	6:27	2:41
6 th Ave SW & 5 th St SW	6:28	2:42
Old Dixie & 7 th PI SW	6:30	2:43

Route 29	AM	PM
49 th St & 38 th Cir	6:28	2:37
33 rd Ave & 48 th St	6:30	2:34

Route 31	AM	PM
Pointe West & Gazebo	6:06	2:25
Pointe West Dr & 15 th Lane	6:11	2:26
S Village Sq & Hometown Dr	6:09	2:29
74 th Ave & 16 th Manor	6:13	2:31
71 st Ave & 18 th St	6:17	2:35

Route 33	AM	PM
58 th Ave & Palms Estates-East side of 58 th Ave	6:12	2:36
58 th Ave & 38 th St	6:15	2:43
33 rd St & Oak Chase	6:22	2:38
58 th Ave & 23 rd St-West side of 58 th Ave	6:26	2:33
16 th St & 56 th Ct	6:28	2:29
16 th St & 51 st Ct	6:30	2:28
16 th St & Old Savannah	6:31	2:27
16 th St & 48 th Ave	6:32	2:26
43 rd Ave & 19 th St	6:34	2:23
18 th St & 41 st Ave	6:36	2:20

Route 35	AM	PM
43 rd Ave & 15 th PI	6:24	2:12
43 rd Ave & 13 th PI	6:28	2:13
33 rd Ave SW & 10 th St SW	6:35	2:20
33 rd Ave SW & 12 th St SW	6:37	2:22
36 th Ave SW & 12 th St SW	6:39	2:23
13 th St SW & Ansley Park	6:40	2:26

Route36	AM	PM
43 rd St & 36 th Ct-Grace Pines	6:29	2:30
43 rd St & 31 st Ave	6:31	2:29
43 rd St & 28 th Ave	6:32	2:27
43 rd St & 25 th Ave	6:33	2:26
41st St & 32 nd Ave	6:35	2:33
3650 41st St-Samaritan Center	6:36	2:32

Route 37	AM	PM
Rt 60 & 54 th Ave-Northside	6:15	2:25
RT 60 & 79 th Ave-Northside	6:21	2:30
22 nd St & 85 th Ct	6:26	2:35
22 nd St & 88 th Ave	6:30	2:39
Rt 60 & Lake in the Woods	6:34	3:06
Rt 60 & Flora Lane	6:38	3:09
Rt 60 & Sixty Oaks	6:39	3:10

Route 38	AM	PM
Rt 60 & Stuckey's Restaurant	5:55	4:16
Sunshine Ave & Central Blvd	6:05	4:06
Gieger Dr & Hines Dr	6:07	3:57
Rt 60 & 130 th Ave	6:30	3:47
RT 60 & 122 nd Ave	6:37	3:45
98 th Ave & 12 th St - Verona Trace /S. side	6:46	3:39
98 th Ave & 26 th St	6:51	3:34
8 th St & 82 nd Ave	7:03	3:20
8 th St & 74 th Ave	7:06	3:16

Route 62	AM	PM
38 th Ave & 42 nd Lane-Orangewood	6:25	2:30
41 st Ter & 41 st St-Grace Groves	6:27	2:34

Route 67	AM	PM
Indian River Blvd & Tarpon Dr	6:25	2:42
Indian River Blvd & Park Ave	6:27	2:43
Indian River Blvd & Venetian Apts	6:29	2:45
6 th Ave & 20 th Pl	6:30	2:25
6 th Ave & 18 th St	6:32	2:26
6 th Ave & 15 th St	6:34	2:28
6 th Ave & 13 th Pl	6:35	2:29
6 th Ave & 12 th Rd - Palms of Vero	6:37	2:31
6 th Ave & 11 th St	6:39	2:33
6 th Ave & 9 th Pl	6:41	2:35
6 th Ave & 10 th St	6:42	2:36
Indian River Blvd & Provence Bay	6:44	2:38
Indian River Blvd & Fairlane Park	6:47	2:41

Route 72	AM	PM
66 th Ave SW & 1 st St SW	6:05	2:32
62 nd Ct SW & 1 st St SW	6:08	2:28
1 st St SW & 55 th Ave SW- Hammock Lakes	6:11	2:24
1 st St & 50 th Ave	6:13	2:22
1 st St & 47 th Ave	6:14	2:21
1 st St & 44 th Ct	6:17	2:20

Route 73	AM	PM
6 th Ave & Kyle's Run	6:20	2:25
14 th St SW & 20 th Ct SW	6:33	2:40
20 th Ave SW & 16 th St SW	6:35	2:38

Route 79 (VBHS only)	AM	PM
21 st St SW & 19 th Ave SW	6:19	2:31
21 st St SW & 16 th Ave SW	6:21	2:32
16 th Ave SW & 23 rd St SW	6:24	2:39
25 th St SW & 12 th Ave SW	6:26	2:35
23 rd St SW & 12 th Ave SW	6:27	2:37

Route 82	AM	PM
10 th Rd SW & Preserves at Oslo-Playground	6:09	2:37
Oslo Rd & 23 rd Ave SW-Preserves at Oslo/Front	6:12	2:35
2605 Oslo Road-Bradford Place/Entrance	6:14	2:39
27 th Ave & 13 th St SW- Majestic Oaks & Trl Park	6:17	2:30
14 th St SW & 25 th Ave SW	6:19	2:32

Route 84	AM	PM
43 rd Ave SW & The Vineyards-Entrance	6:00	2:18
11 th St SW & 15 th Cir SW	6:10	2:27
11 th St Sw & 10 th Way SW	6:12	2:28
18 th Ave Sw & 10 th Way SW	6:14	2:29
6 th St Sw & 27 th Ave SW	6:21	2:34
27 th Ave Sw & Coachland Ct	6:23	2:36
27 th Ave Sw & 2 nd St SW	6:25	2:37

NORTH COUNTY SCHOOLS

ELEMENTARY SCHOOLS

FELLSMERE ELEMENTARY

Route 17	AM	PM
130 th Ave & Sunrise Apts (This is Bus 1 for Sunrise Apts. . Rt 83 is Bus 2)	8:10	3:35

Route 39	AM	PM
130 th Ave & Booker St	7:55	3:46
E Grant Ave & Vernon St	8:05	3:49
Grant Ave & Lincoln St	8:06	3:46
Michigan & Bay St S	8:10	3:35
Massachusetts Ave & Bay St S	8:25	3:37
Massachusetts Ave & Broadway S	8:30	3:25

Route 41	AM	PM
New York Ave & Lime St N	8:05	3:47
New York Ave & Oak St N	8:07	3:48
New York Ave & Hickory St N	8:08	3:49
Massachusetts Ave & Oak St S	8:12	3:30
Lime St S & Louisiana Ave	8:14	3:32
CR 512 & Elm St N	8:17	3:35

Route 52	AM	PM
125 TH Dr & 94 th St	8:01	4:06
126 th Ave & 94 th St	8:02	4:04
127 th Ave & 94 th St	8:03	4:03
127 th Ct & 94 th St	8:04	4:00
128 th Ct & 94 th St	8:05	3:58
101 st St & N Willow St - Whispering Pines-West	8:21	3:38
101 st St & Willow St - Whispering Pines-East	8:22	3:41
Grace Ave & Meadows Ct-Grace Meadows-NW	8:24	3:44
Grace Ave & Meadows Ct-Grace Meadows-SE	8:25	3:46

Route 76	AM	PM
7750 130 th Ave	8:04	4:09
130 th Ave & 81 st St	8:06	4:05
130 th Ave & 83 rd St	8:07	4:03
130 th Ave & 85 th St	8:08	4:00
130 th Ave & 89 th St	8:09	3:56
130 th Ave & Massachusetts Ave	8:11	3:51
130 th Ave & Louisiana Ave	8:12	3:50
130 th Ave & Tennessee Ave	8:13	3:48
130 th Ave & Michigan Ave	8:14	3:47
Massachusetts Ave & Maple St S	8:18	3:40
Oleander St S & Alabama Ave	8:19	3:37

Route 83	AM	PM
130 th Ave & Sunrise Apts (This is Bus 2 for Sunrise Apts. . Rt 17 is Bus 1)	8:10	3:35

LIBERTY MAGNET

Route 11

	AM	PM
Gifford Youth Center	-----	4:05
57 th St & 58 th Ave-Vero Lago	Rt 38	3:58
Indian River Blvd & Laguna Club	Rt 38	4:18
45 th St & Pinnacle Groves	Rt 38	4:16
47 th St & 33 rd Ave	Rt 38	4:11
40 th Ave & Kings PI-Victory Park	Rt 38	4:07
40 th Ave & 46 th St	Rt 38	4:09
Lakes of Sandridge-Entrance	8:34	3:46

Route 12

	AM	PM
Concha Dr & Cownie Lane	7:45	3:55
Laconia St & Bayfront Ter	7:49	4:00
Barber St & Tulip Dr-Creative Playground	7:54	4:04
Roseland Rd & Collier Club	8:03	4:17
Roseland Rd & 129 th Ct-Church Parking Lot	8:08	4:23
Us 1 & Davis St	8:13	4:29
Easy St & Lake Dr-Park	8:18	4:10
Schumann Dr & Dahl Ave	8:28	3:43
CR 512& Sebastian River Landings	Rt 57	4:46

Route 38 (AM only)

	AM	PM
57 th St & 58 th Ave-Vero Lago	7:46	RT 11
Indian River Blvd & Laguna Club	8:01	RT 11
45 th St & Pinnacle Groves	8:06	RT 11
47 th St & 33 rd Ave	8:11	RT 11
40 th Ave & Kings PI-Victory Park	8:13	RT 11
40 th Ave & 46 th St	8:15	RT 11

Route 57

	AM	PM
CR 512 & Sebastian River Landings	7:33	Rt 12
90 th St & 107 th Ct	7:40	4:09
101 st Ct & 92 nd St	7:46	4:03
90 th St & 101 st Ct	7:48	4:02
87 th St & 104 th Ct	7:53	3:50
79 th St & 102 nd Ct	7:56	3:55
83 rd St & 100 th Ct	7:59	3:46
83 rd St & 98 th Ct	8:00	3:45
E 98 th Ave & 85 th St	8:02	3:43
95 th Ave & 87 th St	8:05	3:41

Route 68

	AM	PM
Boys and Girls Club-Sebastian	-----	4:03
Willow St N & Wyoming Ave	8:04	4:41
Lime St N & Idaho Ave	8:07	4:42
Hickory St S & Tennessee Ave	8:10	4:51
Cr 512& City Hall/Boys & Girls Club	-----	4:45

NORTH COUNTY CHARTER ELEMENTARY

Route 24

	AM	PM
Sebastian River Middle School	7:25	4:35
Stony Point Dr & Sebastian River Landings	7:32	4:37
Blossom Dr & Tarpon Ave	7:33	4:43
Evernia St & Oswego Ave	7:34	4:44
Barber St & Dempsey Ave	7:38	4:49
Main St & Thomas St	7:41	4:52
Banyan St & Palm Ave	7:42	5:06
Fleming St S & Harbour Pt Dr	7:48	5:11
Crown St & Kendall Ave	7:50	5:14
Tulip Dr & Tunison Ln	7:52	4:17
Clearmont St & Newhall Ter	7:55	4:27
Clearmont St & Breakwater Ter	7:57	4:24
Breakwater Ter & Haverford Ln	8:00	4:15
Caravan ter & Haverford Lane	8:02	4:17
Concha Dr & Periwinkle Dr	8:05	4:20
Barber St & Friar Ct	8:09	4:02
Empress Ave & Schumann Dr	8:13	4:06
Indian Ave & Laplaya Ln	8:17	4:08
64 th Ave & 87 th St	8:23	3:58

Route 40

	AM	PM
Willow St N & Idaho Ave-Includes Sonrise Apts	7:36	4:37
Willow St S & Tennessee Ave	7:39	4:42
Willow St S & 85 th St	7:40	4:26
Willow St S & 79 th St	7:42	4:29
Lime St S & Louisiana Ave	7:44	4:32
Elm St S & Massachusetts Ave	7:46	4:34
Broadway St S & Massachusetts Ave	7:47	4:44
Orange St S & City Hall/Boys & Girls	7:49	4:40
Alabama Ave & Cypress St S	7:51	4:45
Mrytle St & Virginia Ave	7:54	4:47
105 th St & 138 th Ave	8:05	4:53
126 th Ct & 94 th St	8:10	4:20
CR 512 & Lakes of Sandridge	8:25	3:35
102 nd Ave & 90th St	Rt 53	4:09
101 st Ct & 88 th St	Rt 53	4:06
105 th Ave & 88 th St	Rt 53	4:05
103 rd Ct & 83 rd St	Rt 53	3:55
83 rd St & 91 st Ave	Rt 53	3:47

Route 53 (AM Only)

	AM	PM
102 nd Ave & 90 th St	7:33	Rt 40
101 st Ct & 88 th St	7:38	Rt 40
105 th Ave & 88 th St	7:43	Rt 40
103 rd Ct & 83 rd St	7:46	Rt 40
83 rd St & 91 st Ave	7:50	Rt 40

Route 63

	AM	PM
43 rd Ave & 48 th PI	7:45	4:03
Gifford Youth Center	7:46	4:04
49 th St & 47 th PI	7:47	4:00
33 rd Ave & 47 th St	7:52	4:13
49 th St & 38 th Cir	7:54	4:10
45 th Lane & 42 nd Cir	7:58	4:05
58 th Ave & 57 th St-Vero Lago	8:06	3:57
Storm Grove Middle-Bus Loop	8:12	3:51

PELICAN ISLAND ELEMENTARY

Route 46

	AM	PM
George St & Bayharbor Ter	8:00	3:40
Fairfield Lane & Atlantus Ter	8:04	3:45
Clearmont St & Bayfront Ter	8:06	3:47
Clearbrook St & Atlantus Ter	8:07	3:48
Bayfront Ter & Clearbrook St	8:08	3:49
Cownie Lane & Benedictine Ter	8:10	3:51
Cownie lane & Brookedge Ter	8:15	3:54
Periwinkle Dr & Ocean Cove St	8:18	3:57
Periwinkle Dr & Crystal Mist St	8:19	3:58
Periwinkle Dr & Carnival Ter	8:21	3:59
Carnival Ter & Ocean Cove St	8:22	4:07
Concha Dr & Schooner Dr	8:23	4:06
Horizan Ter & Concha Dr	8:24	4:04
Concha Dr & Quiescent Lane	8:25	4:01

Route 54

	AM	PM
CR 510 & 63 rd Ave	7:58	-----
8850 US 1 & KOA - Vero Camp	8:06	3:49
US 1 & Irby Lane	8:08	3:53
US 1 & Marina Dr-Pelican Pt	8:10	3:55
100 99 th St- Beach Cove	8:12	3:56
87 th St & 63 rd Ave	8:26	3:37
87 th St & 64 th Ave	8:27	3:36
Boys & Girls Club-Sebastian	-----	4:10

Sebastian Elementary

Route 42

	AM	PM
Manly Ave & Bailey Dr	7:55	3:55
Schumann Dr & Essex Lane	8:04	3:59
Indian River Dr & Martin Ave	8:08	4:08
US 1 & 143 RD St	8:13	4:25
Old Dixie Hwy & 133 rd Sq	8:17	4:15
Old Dixie Hwy & 129 th Pl	8:18	4:13
Boys & Girls Club- Sebastian	-----	3:40

Route 47

	AM	PM
Barber St & Landsdowne Dr	8:01	4:06
Tuxedo Ter & Persian Lane	8:02	4:05
Landsdowne Dr & Clearmont St	8:03	4:04
Roseland Rd & Jamaica Ave	8:05	4:02
Mulberry St & Floraland Ave	8:09	3:54
Doctor Ave & Mulberry St	8:11	4:00
Grandin Ave & Mulberry St	8:13	3:58
Barber St & Wasena Ave	8:14	3:50
Braddock St & Dempsey Ave	8:16	3:48
Smith St & Forester Ave	8:17	3:47
Doctor Ave & Wentworth St	8:18	3:45
Fleming St & Frink Ave	8:19	3:43
Fleming St & Lake Dr	8:20	3:41
Fleming St & Chesser Ave	8:21	3:40
Fleming St & Citrus Ave	8:23	3:38
Main St & Poinciana St	8:24	3:35
Power Line Rd & Turtle Run Dr	8:27	3:32
Louisiana Ave & Foster Rd	8:28	3:31
Louisiana Ave & Temple Ave		

Route 49

	AM	PM
Cr 512 & Sebastian Lakes-Entrance	8:00	3:55
Blossom Dr & Dolphin Ave	8:04	3:40
Blossom Dr & Riviera Ave	8:06	3:42
Flamingo Ave & Blossom Dr	8:07	3:43
Blossom Dr & Devon Ave	8:11	3:44
Rose Arbor Ave & Biscayne Lane	8:12	4:00
Autumn Ter & Quarry Lane	8:14	4:01
Tulip Dr & Quarry Lane	8:15	4:03
Carnation Dr & Dyke Ave	8:20	4:05
Boys & Girls Club-Sebastian	-----	3:30

Route 50

	AM	PM
Hotchkiss Dr & Mulberry St	7:56	3:48
Roseland Road & Collier Club	7:58	3:52
126 th St & 80 th Ave	8:05	3:59
79 th Ave & 129 th St	8:08	4:01
129 th Ct & 82 nd Ct	8:10	4:03
82 nd Ave & 133 rd Pl	8:12	4:05
134 th St & 83 rd Ave	8:14	4:07
134 th St & 81 st Ave	8:15	4:09

Route 51

	AM	PM
40 th Ave & Kings Pl-Victory Park	7:57	4:06
49 th St & 38 th Circle	7:58	4:07
30 th Ave & 47 th Pl	7:59	4:10
49 th St & 29 th Ave	8:01	4:11
49 th St & Highridge Mobile Park	8:02	4:13
64 th St & Daisy Hope	-----	3:51
Gifford Youth Activity Center	-----	4:01

Treasure Coast Elementary

Route 45

	AM	PM
65 th St & 55 th Sq	7:57	4:14
52 nd Ave & 65 th St	7:58	4:15
51 st Ave & 65 th St	7:59	4:16
65 th St & 48 th Ave	8:00	4:17
65 th St & 46 th Ct	8:01	4:18
67 th St & Old Dixie Hwy	8:02	4:19
69 th St & 33 rd Ave	8:05	4:31
69 th St & 29 th Ct	8:06	4:39
Old Dixie Hwy & 81 st St	8:12	4:04
82 nd St & 45 th Ct	8:15	4:01
CR 510 & 61st Dr	8:25	3:59
64 th Ave & Douglas Circle	8:27	3:56
84 th St & 63 rd Ave	8:28	3:58
CR 510 & 59 th Ave	8:30	3:59
81 st St & Lakes of Sandridge	8:35	4:00

Route 48

	AM	PM
97 th Ave & 88 th St	8:07	3:45
87 th St & 100 th Ave	8:10	3:46
87 th St & 102 nd Ave	8:12	3:47
87 th St & 103 rd Ave	8:13	3:48
87 th St & 104 th Ave	8:14	3:49
101 st Ave & 83 rd St	8:19	3:52
85 th St & 100 th Ave	8:24	3:54
84 th St & 99 th Ct	8:25	3:59
99 th Ave & 84 th St	8:27	4:07

Route 53

	AM	PM
Seahouse St & Quaker Lane	8:31	3:35
Gulfstream Ave & Bevan Dr	8:32	3:41
Majestic Ave & Bevan Dr	8:33	3:39
Roulette St & Genesee Ave	8:34	3:42
Bevan Dr & Genesee Ave	8:35	3:43
Genesee Ave & Whitmore St	8:40	3:44
Boys and Girls Club-Sebastian	-----	4:05

Route 55

	AM	PM
87 th St & 91 st Ave	8:05	3:42
87 th St & 93 rd Ave	8:06	3:45
87 th St & 94 th Ave	8:07	3:46
85 th St & 96 th Ave	8:09	3:52
85 th St & 97 th Ave	8:10	3:51
87 th St & E 98 th Ave	8:13	3:49
79 th St & 98 th Ave	8:17	3:55
79 th St & 96 th Ct	8:18	3:57
79 th St & 96 th Ave	8:19	3:58
79 th St & 94 th Ct	8:20	4:00
79 th St & 92 nd Ave	8:21	4:02

Route 59	AM	PM
Storm Grove Middle	7:45	4:10
57 th St & 59 th Dr	8:06	4:09
61 st St & Hunnington PI-Entrance	8:03	4:05
59 th St & 57 th Ave	8:07	4:06
58 th Ave & 61 st St - Eagle Trace	8:12	4:02
59 th Ave & 76 th Lane	8:22	3:56
Gifford Youth Activity Center	-----	4:15

Route 75	AM	PM
83 rd St & 103 rd Ave	8:09	4:06
83 rd St & 104 th Ave	8:10	4:03
83 rd St & 104 th Ct	8:11	4:02
83 rd St & 105 th Ct	8:12	4:01
81 st St & 105 th Ave	8:14	4:00
N. 81 st St & 104 th Ave	8:15	3:54
N. 81 st St & 103 rd Ave	8:16	3:53
N. 81 st St & 102 nd Ave	8:17	3:51
100 th Ave & 82 nd St	8:24	3:49
83 rd St & 99 th Ct	8:25	3:47
83 rd St & 98 th Ave	8:26	3:46
83 rd St & 96 th Ct	8:27	3:45
83 rd St & 95 th Ct	8:28	3:44
83 rd St & 94 th Ct	8:25	3:43

Route 77	AM	PM
79 th St & 101 st Ct	8:14	3:54
79 th St & 102 nd Ave	8:15	3:56
79 th St & 103 rd Ave	8:17	3:58
79 th St & 103 rd Ct	8:18	3:59
79 th St & 104 th Ave	8:19	4:00
79 th St & 104 th Ct	8:20	4:01
79 th St & 105 th Ave	8:21	4:02
79 th St & 106 th Ave	8:22	4:05
79 th St & 101 st Ct	8:25	3:53
79 th St & 100 th Ct	8:26	3:51
79 th St & 99 th Ct	8:29	3:50

Route 80	AM	PM
107 th Ave & 92 nd St	8:12	3:57
106 th Ct & 90 th St	8:14	3:58
106 th Ct & 92 nd St	8:15	3:59
106 th Ct & 93 rd St	8:16	4:00
94 th St & 106 th Ave	8:17	3:56
S 93 rd St & 102 nd Ct	8:19	3:53
100 th Ct & 91 st St	8:20	3:52
91 st St & 103 rd Ave	8:23	3:50
90 th St & 102 nd Ave	8:26	3:47
90 th St & 101 st Ave	8:27	3:45
87 th St & 96 th St	8:31	3:41

Route 81	AM	PM
Amherst Lane & Sebastian Crossings	8:01	4:13
CR 512 & Seb River Landings	8:04	4:05
88 th St & 99 th Ave	8:11	3:53
88 th St & 100 th Ave	8:12	3:52
88 th St & 100 th Ct	8:13	3:51
88 th St & 104 th Ct	8:18	3:45
88 th St & 105 th Ct	8:20	3:46
87 th St & 105 th Ave	8:22	3:48

MIDDLE SCHOOLS

NORTH COUNTY MIDDLE SCHOOLS

SEBASTIAN RIVER MIDDLE SCHOOL

Route 11	AM	PM
43 rd Ave & Gifford Youth Activity Center	6:50	3:18
43 rd Ave & 46 th Lane	6:51	3:19
46 th St & 40 th Ave	6:53	3:20
40 th Ave & Washington Ter - Victory Prk	6:54	3:21
49 th St & 38 th Cir	6:55	3:22
49 th St & 35 th Ave	6:56	3:23
48 th St & 33 rd Ave	6:57	3:24
33 rd Ave & 47 th St	6:58	3:25
30 th Ave & 47 th Pl	7:00	3:26
30 th Ave & 49 th St-Mailboxes	7:02	3:27

Route 24	AM	PM
Fleming St & Vocelle Ave	7:08	3:05
Fleming St & Lake Dr	7:09	3:07
Fleming St & Chesser Ave	7:10	3:09
Fleming St & Orange Ave	7:12	3:15
Main St & Benchor St	7:13	3:13
Main St & Thomas St	7:15	2:12
Boys & Girls Club-Sebastian	-----	3:18

Route 39	AM	PM
CR 512 & City Hall	7:09	3:03

Route 40	AM	PM
Willow St N & Idaho Ave-Sonrise Apts	7:01	3:00
Willow St N & Wyoming Ave	7:02	3:01
Grant Ave & State St	7:04	3:03
Willow St N & Booker St	7:06	3:05
10072 Esperanza Cir-Whispering Pines	7:08	3:07
Grace Ave & Meadow Ct- Grace Meadows	7:10	3:09

Route 41	AM	PM
130 th Ave & 77 th St	7:09	3:10
130 th Ave & 79 th St	7:11	3:08
130 th Ave & 81 st St	7:12	3:07
130 th Ave & 83 rd St	7:13	3:05
130 th Ave & 85 th St	7:14	3:04
130 th Ave & 87 th St	7:15	3:03
130 th Ave & 89 th St	7:16	3:01
Massachusetts Ave & 130 th Ave	7:17	3:00
130 th Ave & Louisiana Ave	7:18	2:59
Massachusetts Ave & Magnolia St S	7:19	3:16

Route 47	AM	PM
Louisiana Ave & Taft St	7:04	3:17
Louisiana Ave & Temple Ave	7:06	3:15
Louisiana Ave & Foster Road	7:07	3:14
Power Line Rd & Turtle Run Dr	7:10	3:11
Main St & Poinciana St	7:11	3:09
Warren St & Lake Dr	7:13	3:04
Durant St & Floraland Ave	7:16	3:02
Barber St & Dempsey Ave	7:18	3:01
Barber St & Grandin Ave	7:20	3:00
Roseland Road & Doctor Ave	7:22	2:57
Roseland Rd & Jamaica Ave	7:24	2:55
CR 512 & Ashbury Blvd-Entrance to Ashbury	Rt 57	3:19

Route 49	AM	PM
CR 512 & Sebastian Lakes-Entrance	7:09	2:57
Laconia St & Genesee Ave	7:12	3:00
Clearbrook St & Breakwater Ter	7:14	3:02
Periwinkle Dr & Ocean Cove St	7:15	3:04
Ocean Cove St & Carnival Ter	7:16	3:05
Laconia St & Crystal Mist St	7:18	3:06
Seahouse St & Quaker Ln	7:19	3:09
Starquest Ave & Quaker Ln	7:20	3:10
Laconia St & Rolling Hill Dr	7:21	3:11
Montrose Ave & Bevan Dr	7:26	3:12
Genesee Ave & Bevan Dr	7:30	3:13
CR 512 & Sebastian River Landings	7:35	2:53

Route 50	AM	PM
Indian River Dr & Cleveland St	6:59	3:34
Old Dixie Hwy & 132 nd St	7:07	3:25
129 th Pl & Old Dixie Hwy	7:08	3:27
Bay St & Ruffner Lane	7:12	3:16
144 th St & 78 th Ave	7:15	3:17
79 th Ave & 141 st St	7:17	3:18
Roseland Rd & 134 TH St	7:20	3:12
Roseland Road & 129 th Ct	7:21	3:10
79 th Ave & 129 th Ct	7:23	3:06
126 th St & 80 th Ave	7:25	3:04
Roseland Road & 125 th Pl	7:27	3:02
Roseland Rd & Riversedge-Entrance	7:28	3:01
Roseland Rd & Collier Club	7:33	2:56
Roseland Rd & Hotchkiss Dr	7:34	2:55

Route 52	AM	PM
103 rd St & 138 th Ave	7:07	3:25
107 th St & 138 TH Ave	7:11	3:26
109 th St & 138 th Ave	7:12	3:27
Myrtle St S & Alabama Ave	7:24	3:17
Maryland Ave & Maple St S	7:27	3:15
Lime St & Michigan Ave	7:30	3:07

Route 53

	AM	PM
101 st Ave & 93 rd St	7:05	3:06
101 st Ave & 89 th St	7:10	3:09
87 th St & 100 th Ave	7:12	3:11
87 th St & 99 th Ave	7:13	3:12
87 th St & 98 th Ave	7:14	3:13
87 th St & 97 th Ave	7:15	3:14
87 th St & 96 th Ave	7:16	3:15
87 th St & 95 th Ave	7:17	3:16
94 th Ave & 87 th St	7:18	3:17
87 th St & 93 rd Ave	7:19	3:18
87 th St & 92 nd Ave	7:20	3:19
91 st Ct & 87 th St	7:22	3:20

Route 54

	AM	PM
Periwinkle Dr & Crystal Mist	7:10	3:06
Concha Dr & Periwinkle Dr	7:11	3:08
Concha Dr & Polynesian Lane	7:12	3:09
Dewitt Lane & Chaloupe	7:13	3:10
Caravan Ter & Crowberry Lane	7:14	3:12
Barber St & Concha	7:16	3:13
Barber St & Rolling Hill Dr	7:17	3:15
Benedictine Ter & Coverbrook Lane	7:18	3:17
Benedictine Ter & Haverford Lane	7:19	3:18
Belfast Ter & Dewitt Lane	7:22	3:20
Croquet Ln & Helicon Ter	7:24	3:03
Tulip Dr & Fairfield Ln	7:26	3:01
Landsdowne Dr & Clearmont St	7:28	2:59
Landsdowne Dr & Topsail Ln	7:29	2:58

Route 57

	AM	PM
Bermuda Ave & Fulton Way	6:55	2:55
CR 512 & Ashbury Blvd-Entrance to Ashbury	7:08	Rt 47
Easy St & Lake Dr	7:10	3:06
Easy St & Hibiscus Ave	7:11	3:05
Easy St & Citrus Ave	7:12	3:04
Main St & Poinciana St	7:16	3:02

Route 76

	AM	PM
141 st Ave & 97 th St	7:05	3:30
Oleander St N & South Carolina Ave	7:09	3:25
Broadway St N & Idaho Ave	7:12	3:22
CR 512 & Bay St S	7:15	3:17
129 th Ct & CR 512	7:17	3:21
126 th Ct & CR 512	7:19	3:20
107 th Ave & 92 nd St	7:23	3:11

Route 77

	AM	PM
88 th St & 104 th Ave	7:13	3:18
88 TH St & 105 th Ct	7:14	3:20
87 TH St & 105 th Ct	7:15	3:22
104 th Ave & 87 th St-Southside	7:16	3:21
87 TH ST & 102 ND CT	7:17	3:14
Dolphin Ave & Blossom Dr	7:25	2:55
Gardenia St & Riviera Ave	7:28	2:58
Blossom Dr & Devon Ave	7:30	3:00
Riviera Ave & Blossom Dr	7:31	3:02

Route 80

	AM	PM
New York Ave & Lime St N	7:00	3:19
Idaho Ave & Lime St N	7:14	3:21
Massachusetts Ave & Elm St S	7:19	3:25
Broadway St S & Massachusetts Ave	7:20	3:26

SEBASTIAN CHARTER JR HIGH

Route 17

	AM	PM
Willow St & Sunrise Apts.	7:00	3:05
Willow St & Whispering Pines-East	7:03	3:07
New York Ave & Oak St N	7:05	3:11
Boys & Girls Club-Fellsmere	7:08	3:13
Michigan Ave & Hickory St S	7:10	3:16
Broadway St S & Louisiana Ave	7:12	3:17

Route 46

	AM	PM
Mabry St & Crawford Dr	7:11	2:53
Schumann Dr & Kildare Dr-Tennis Courts	7:13	2:55
Schumann Dr & Aetna St	7:15	2:57
Justine Dr & Pekican Isl Pl	7:19	3:00
Barber St & Nebraska Cir	7:21	3:02
Barber St & Filbert St	7:23	3:03
Concha Dr & Eastlake Ln	7:26	3:05
Cavern Ter & Periwinkle Dr	7:30	3:07
Periwinkle Dr & Laconia St	7:32	3:10
Bevan Dr & Montrose Ave	7:33	3:11
Rolling Hill Dr & Cheltenham St	7:34	3:13
Benedictine Ter & Dewitt Ln	7:37	3:14
Benedictine Ter & Haverford Ln	7:39	3:17

Route 48

	AM	PM
Amherst Ln & Sebastian Crossings	7:05	3:32
CR 512 & Sebastian River Landings	7:07	3:29
Gardenia St & Cross Creek Dr	7:11	3:25
Blossom Dr & Dolphin Ave	7:12	3:23
Blossom Dr & Potomac Ave	7:13	3:21
Roseland Rd & Hart Ave	7:16	3:17
129 th St & Roseland Rd	7:21	3:08
Roseland Rd & 134 th St	7:22	3:07
Fleming St & Main St	7:30	2:56
Boys and Girls Club-Sebastian	-----	3:00

Route 55

	AM	PM
79 th St & 93 rd Ave	7:02	3:19
E 98 th Ave & 81 st St	7:04	3:22
101 st Ave & 81 st St	7:05	3:29
79 th St & 102 nd Ct	7:06	3:30
104 th Ave & 81 st St	7:08	3:32
104 th Ct & 87 th St	7:12	3:35
88 th St & 104 th Ave	7:13	3:36
102 nd Ct & 91 st St	7:15	3:36
99 th Ave & 86 th St	7:19	3:15
85 th St & 96 th Ave	7:20	3:11
87 th St & 93 rd Ave	7:21	3:09

Route 63

	AM	PM
43 rd Ave & 48 th PI-Gifford Youth Center	6:50	3:29
57 th St & 58 th Ave-Vero Lago	6:56	3:24
Old Dixie Hwy & 67 th PI	7:05	3:16
82 nd St & 45 th Ct	7:12	3:12
66 th Ave & 86 th Ln	7:20	2:58

Route 83

	AM	PM
Willow St S & 77 th St	7:10	3:07
Willow St S & 87 th St	7:14	3:08
Willow St S & Louisiana Ave	7:17	3:11
CR 512 & 126 th Ct	7:20	2:55

HIGH SCHOOLS

SEBASTIAN RIVER HIGH SCHOOL

Route 12

	AM	PM
66 th Ave & 77 th St	6:28	2:30
58 th Ct & 76 th Lane	6:30	2:34
58 th Ave & 81 st St-Lakes of Sandridge	6:33	2:25
CR 510 & 59 th Ave	6:36	2:23
CR 510 & 61 st Dr	6:37	2:21
86 th Lane & 64 th Ct	6:40	2:19

Route 17

	AM	PM
Wimbrow Dr S & Del Monte Rd	6:15	2:35
Del Monte Road & Keen Ter	6:17	2:34
Del Monte Road & Harp Ter	6:19	2:33
Del Monte Road & Faith Ter	6:21	2:32
Del Monte Road & Easy St S	6:23	2:30
Del Monte Road & Aspen St	6:25	2:28
Del Monte Road & Wimbrow Dr (East)	6:28	2:29
Rio Pl & Balboa St	6:30	2:26
Balboa St & Fischer Cir	6:31	2:25
Wimbrow Dr S & Easy St S	6:33	2:23
Easy St S & Fleming St-Collier Creek	6:35	2:21
Harbor Pt Dr & Fleming St S	6:37	2:20

Route 24

	AM	PM
53 rd St & Waterway Village Blvd	6:09	2:43
58 th Ave & 57 th St – Eastside Vero Lago	6:11	2:45
57 th St & 59 th Ter	6:13	2:40
57 th St & 64 th Ave	6:14	2:39
61 st St & Brae Burn Ave-Entrance	6:22	2:46
58 th Ave & 61 st St-Eagle Trace-Entrance	6:23	2:47
62 nd Ln & 59 th Ct	6:25	2:48
65 th St & 61 st Ct	6:28	2:33
49 th St & 50 th Dr-Lindsey Ln	6:05	Rt 20-2:40

Route 39

	AM	PM
CR 512 & City Hall	6:30	2:30
CR 512 & 126 th Ct	6:36	2:25

Route 40

	AM	PM
Michigan Ave & Lime St S	6:25	2:39
Willow St N & Idaho Ave	6:28	2:29
Willow St N & Lincoln St	6:29	2:30
Willow St N & State St	6:30	2:31
Willow St N & Booker St	6:31	2:32
Willow St & Whispering Pines Apts	6:32	2:33
Grace Ave & Meadows Ct-Grace Meadows	6:35	2:35

Route 41	AM	PM
130 th Ave & 79 th St	6:33	2:38
130 th Ave & 81 st St	6:34	2:37
130 th Ave & 83 rd St	6:35	2:36
130 th Ave & 85 th St	6:36	2:35
130 th Ave & 87 th St	6:37	2:34
130 th Ave & 89 th St	6:38	2:33
130 th Ave & Massachusetts Ave	6:39	2:31
130 th Ave & Louisiana Ave	6:40	2:30

Route 42	AM	PM
US 1 & 105 th PI	6:22	2:30
Schumann Dr & Canal Cir	6:24	2:26
Laredo Lane & Lance St	6:25	2:25
Beach Lane & Lance St	6:27	2:24
Crawford Dr & Spring Valley Lane	6:28	2:23
Beach Lane & Schumann Dr	6:31	2:20
Empress Ave & Caprona St	6:34	2:18
Englar Dr & Quarry Lane	6:36	2:16
Englar Dr & Watercrest St	6:35	2:15
Breakwater Ter & George St	6:39	2:13
Belfast Ter & George St	6:40	2:12

Route 43	AM	PM
US 1 & Irby Ln	6:28	2:25
US 1 & Marina Dr-Pelican Pointe-Entrance	6:29	2:27
US 1 & 99 th St	6:31	2:29
50 th Ave & 87 th St	6:35	2:33
CR 510 & 63 rd Ave	6:38	2:17
CR 510 & 64 th Ave-Daisy Hope	----	2:16
CR 510 & 75 th Ct	6:42	2:14

Route 44	AM	PM
91 st Ave & 83 rd St	6:10	2:15
79 th St & 93 rd Ave	6:13	2:18
79 th St & 95 th Ct	6:14	2:20
77 th St & 100 th Ave	6:17	2:24
79 th St & 100 th Ave	6:20	2:25
99 th Ct & 79 th St	6:22	2:26
98 th Ct & 81 st St	6:24	2:28
E 98 th Ave & 81 st St	6:26	2:30
83 rd St & 99 th Ct	6:29	2:32
79 th St & 102 nd Ave	6:31	2:35
79 th St & 104 th Ave	6:33	2:37
79 th St & 106 th Ave	6:35	2:38
104 th Ave & 81 st St	6:37	2:40

Route 45	AM	PM
Benedictine Ter & Coverbrook Lane	6:18	2:21
Benedictine Ter & Haverford Lane	6:19	2:22
Cownie Lane & Belfast Ter	6:21	2:27
Periwinkle Dr & Ocean Breeze St	6:26	2:29
Periwinkle Dr & Barber St	6:28	2:20
Barber St & Acorn Ter	6:35	2:31

Route 46	AM	PM
Schumann Dr & Dahl St	6:28	2:35
Schumann Dr & Day Dr	6:29	2:34
Day Dr & Maltz Ave	6:30	2:32
Pelican Isl PI & Douglas Ave (West)	6:32	2:31
Douglas Ave & Pelican Isl PI (East)	6:37	2:29
Barber St & Keystone Dr	6:38	2:28
Keystone Dr & Arcadia Dr	6:39	2:26
Arcadia Dr & Barber St	6:41	2:25

Route 47	AM	PM
Delaware Ave & Georgia Blvd	6:25	2:37
Wimbrow Dr & Georgia Blvd	6:27	2:36
Louisiana Ave & Temple Ave	6:32	2:33
Louisiana Ave & Foster Rd	6:33	2:32
Power Line Rd & Turtle Run Dr	6:35	2:30
Main St & Poinciana St	6:37	2:26
Warren St & Lake Dr	6:39	2:23
Barber St & Dempsey Ave	6:41	2:21
Dempsey Ave & Braddock St	6:42	2:20
Barber St & Grandin Ave	6:45	2:19
CR 512 & Ashbury Blvd-Entrance to Ashbury	Rt 50	2:35

Route 48	AM	PM
Roseland Rd & 128 th PI	6:06	2:31
79 th Ave & 126 th St	6:10	2:34
79 th Ave & 129 th Ct	6:11	2:35
129 th Ct & Roseland Rd	6:12	2:36
Roseland Rd & 134 th St	6:15	2:38
Roseland Rd & Riversedge	6:20	2:29
Roseland Rd & Collier Club	6:25	2:24
Roseland Rd & Hart Ave	6:26	2:23
Roseland Rd & Campbell Ave	6:27	2:22
Roseland Rd & Floraland Ave	6:28	2:21
Roseland Rd & Doctor Ave	6:29	2:20

Route 49	AM	PM
Periwinkle Dr & Crystal Mist St	6:36	2:24
Gentry Lane & Chaloupe Ter	6:37	2:26
Concha Dr & Periwinkle Dr	6:39	2:21
Ocean Cove St & Carnival Ter	6:41	2:18
Laconia St & Crystal Mist St	6:43	2:16
Seahouse St & Quaker Ln	6:44	2:15
Laconia St & Rolling Hill Dr	6:45	2:14
Montrose Ave & Bevan Dr	6:46	2:12
Bevan Dr & Genesee Ave	6:47	2:09
Genesee Ave & Laconia St	6:48	2:08
Barber St & Rosebush Ter	6:55	2:31

Route 50	AM	PM
CR 512 West & Ashbury Entrance	6:19	RT 47
Easy St & Lake Dr	6:22	2:20
Easy St & Hibiscus Ave	6:23	2:21
Easy St & Orange Ave	6:25	2:22
Fleming St & Orange Ave	6:27	2:24
Fleming St & Chesser Ave	6:28	2:25
Fleming St & Lake Dr	6:30	2:26
Fleming St & Vocelle Ave	6:32	2:28

Route 51	AM	PM
Old Dixie Hwy & 67 th Pl	6:07	2:47
69 th St & 49 th Ct-Crystal Falls	6:10	2:50
65 th St & 55 th Sq	6:13	2:30
65 th St & 51 st Ave	6:14	2:31
65 th St & 48 th Ave	6:15	2:32
US 1 & The Antilles-Entrance	6:22	2:40
US 1 & 57 th St	6:20	2:37
US 1 & Quay Dock Rd	6:24	2:41
69 th St & 29 th Ct	6:25	2:43

Route 52	AM	PM
Oleanders St N & South Carolina Ave	6:20	2:30
138 th Ave & 103 rd St	6:24	2:34
Oleander St S & Alabama Ave	6:36	2:28

Route 53	AM	PM
Sea Grape Dr & Coco Plum Lane	6:13	2:18
A1A & Mariners Way	6:19	2:32
A1A & Spring Pl	6:25	2:24
A1A & Sand Dollar Ln	6:29	2:38
CR 510 & Maiden Ln	6:31	2:40
Wabasso Isl Ln & Live Oak Dr	6:35	2:44

Route 54	AM	PM
Barber St & Filbert St	6:35	2:20
Schumann Dr & Kildare Dr- Tennis Courts	6:38	2:25
Schumann Dr & Caprol Ln	6:39	2:26
Schumann Dr & Bailey Dr	6:40	2:27
Schumann Dr & Essex Ln	6:41	2:29
Concord Ave & Delores St	6:42	2:30
Englar Dr & Laplaya Ln	6:43	2:33

Route 55	AM	PM
Riverside Ave & Indian River Dr	6:16	2:28
Indian River Dr & Davis St	6:19	2:31
129 th Pl & Old Dixie Hwy	6:21	2:33
Central Ave N & 133 rd Sq	6:23	2:35
Central Ave N & Grand Oak Cir	6:24	2:37
Roseland Rd & 77 th Dr	6:25	2:38
78 th Ave & 143 St	6:27	2:41

Route 57	AM	PM
CR 512 & Sebastian Lakes-Entrance	6:15	2:21
Barber St & Landsdowne Dr	6:18	2:23
Tulip Dr & Tunnison Lane	6:19	2:25
Tulip Dr & Quarry Lane	6:20	2:26
Melrose Ln & Autumn Ter	6:22	2:28
Summer St & Carnation Dr	6:25	2:29

Route 63 (PM ONLY)
Boys & Girls Club-Sebastian

AM **PM**
----- 2:10

Route 68

	AM	PM
58 th Ave & Hidden Lakes	6:09	2:27
45 th St & 56 th Ave	6:10	2:28
45 th St & 54 th Dr	6:12	2:29
45 th St & 51 st Ave	6:13	2:30
45 th St & 49 th Ave	6:16	2:34
43 rd Ave & 45 th Ln	6:19	2:37
49 th St & 38 th Cir	6:23	2:42
49 th St & 33 rd Ave	6:24	2:43
49 th St & 29 th Ave	6:25	2:44
4855 43 rd St – Gifford Youth Activity Center	-----	2:39

Route 75

	AM	PM
107 th Ave & 92 nd St	6:23	2:17
107 th Ave & 90 th St	6:24	2:19
101 st Ave & 93 rd St	6:29	2:23
S. 93 rd St & 102 nd Ct	6:31	2:24
102 nd Ct & 91 st St	6:32	2:25
103 rd Ave & 90 th St	6:33	2:26
101 st Ave & 85 th St	6:36	2:29
85 th St & 104 th Ave	6:37	2:31
N 85 th St & 105 th Ct	6:38	2:32
87 th St & 105 th Ct	6:39	2:34
87 th St & 100 th Ct	6:42	2:36
97 th Ave & 85 th St	6:45	2:39

Route 76

	AM	PM
CR 512 & 89 th St	6:11	2:30
141 st Ave & 93 rd St	6:21	2:24
141 st Ave & 95 th St	6:22	2:23
141 st Ave & 97 th St	6:23	2:24
Massachusetts Ave & Broadway St	6:29	2:14
Massachusetts Ave & Elm St S	6:30	2:07

Route 80

	AM	PM
55 Sunrise Pl-Sonrise Apts	6:24	2:49
New York Ave & Lime St N	6:29	2:44
New York Ave & Elm St N	6:31	2:46
Broadway St N & Idaho Ave`	6:34	2:47
83 rd St & 101 st Ct	6:45	2:20
83 rd St & 103 rd Ct	6:46	2:22
83 rd St & 105 th Ave	6:47	2:23

Route 81

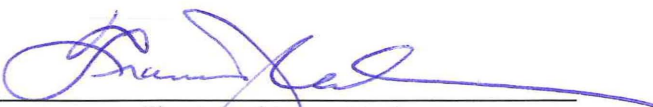
	AM	PM
Laconia St & Tulip Dr	6:33	2:24
Albatross Ter & Clearbrook St	6:34	2:25
Capon Ter & Clearmont St	6:35	2:27
Clearmont St & Tulip Dr	6:37	2:28
Clearmont St & Newhall Ter	6:38	2:29
Clearmont St & Surrey Ter	6:39	2:30
Tulip Dr & Fairfield Ln	6:41	2:32
Roseland Rd & Jamaica Ave	6:45	2:37
Blossom Dr & Devon Ave	6:49	2:38
Blossom Dr & Lanco Ave	6:50	2:40
Riviera Ave & Blossom Dr	6:51	2:39
CR 512 & Sebastian River Landings	6:56	2:20

Route 83

	AM	PM
Rolling Hill Dr & Barber St	6:28	2:25
Barber St & Concha Dr	6:30	2:28
Schumann Dr & Empress Ave	6:35	2:33
Schumann Dr & Admiral Cir	6:37	2:36

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FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION

Please return to: Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	A) Program Name: <p style="text-align: center;">Title I Part A Education of Disadvantaged Children & Youth</p> <p style="text-align: center;">TAPS NUMBER: 15A001</p>	DOE USE ONLY Date Received								
B) Name and Address of Eligible Applicant: <p style="text-align: center;">School District of Indian River County 1990 25th Street Vero Beach, FL 32960</p>		Project Number (DOE Assigned)								
C) Total Funds Requested: \$ 5,145,874.98 <hr style="width: 25%; margin-left: 0;"/> <p style="text-align: center;">DOE USE ONLY</p> Total Approved Project: \$	D) Applicant Contact & Business Information <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Contact Name: Alice Blanco</td> <td>Telephone Numbers: 772-564-3093</td> </tr> <tr> <td>Fiscal Contact Name: Alice Blanco</td> <td></td> </tr> <tr> <td>Mailing Address: 1990 25th Street Vero Beach, FL 32960</td> <td>E-mail Addresses: alice.blanco@indianriverschool.org</td> </tr> <tr> <td>Physical/Facility Address: 1990 25th Street, Vero Beach, FL 32960</td> <td>DUNS number: 120754676 FEIN number: 59-6000673</td> </tr> </table>		Contact Name: Alice Blanco	Telephone Numbers: 772-564-3093	Fiscal Contact Name: Alice Blanco		Mailing Address: 1990 25 th Street Vero Beach, FL 32960	E-mail Addresses: alice.blanco@indianriverschool.org	Physical/Facility Address: 1990 25 th Street, Vero Beach, FL 32960	DUNS number: 120754676 FEIN number: 59-6000673
Contact Name: Alice Blanco	Telephone Numbers: 772-564-3093									
Fiscal Contact Name: Alice Blanco										
Mailing Address: 1990 25 th Street Vero Beach, FL 32960	E-mail Addresses: alice.blanco@indianriverschool.org									
Physical/Facility Address: 1990 25 th Street, Vero Beach, FL 32960	DUNS number: 120754676 FEIN number: 59-6000673									
CERTIFICATION I, Frances J. Adams , (<i>Please Type Name</i>) do hereby certify that all facts, figures, and representations made in this application are true, correct, and consistent with the statement of general assurances and specific programmatic assurances for this project. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited. Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.										
E)  _____ Signature of Agency Head										



A) SCHOOL DISTRICT OF INDIAN RIVER COUNTY

Name of Eligible Recipient:

B) _____

TAPS Number 15A001

Project Number: (DOE USE ONLY)

FLORIDA DEPARTMENT OF EDUCATION BUDGET NARRATIVE FORM

(1) FUNCTION	(2) OBJECT	(3) ACCOUNT TITLE AND NARRATIVE	(4) FTE POSITION	(5) AMOUNT
5100	101	Salaries- supplemental pay for teachers (60) and teacher (15) assistants working beyond contracted hours; after-school and summer programs [Salary expenditure determined by projected teacher salary as specified by district instructional salary contract. Salary varies by years of experience and educational level for each position]District-wide activity. (Need Statement/Activity 1,2, & 7)	75	\$500,000.00
5100	101	Supplemental pay for teachers (40) and teachers assistants {10} working beyond contracted hours after school super star camps [Salary expenditure determined by projected teacher salary as specified by district instructional salary contract. Salary varies by years of experience and educational level for each , position] (Need Statement & Activities 1 & 2)	40	\$122,000.00
5100	101	Supplemental pay for staff tutoring Level 1 and 2 students; paid at hourly rate	0	\$208,660.00
5100	102	Differentiated Pay @ 5% of Title I Part A Allocation (Need Statement & Activities &2)	0	162,899.36
5100	130	Other Certified Instructional Personnel Salaries- Supplemental Intervention Teachers@ Title I schools (Salary expenditure determined by projected teacher salary as specified by district instructional salary contract. Salary varies by years of experience and educational level for each teacher.	20	\$861,658.99
5100	130	Other Certified Instructional Personnel Salaries - Bilingual Specialists - Certified teachers to provide additional support and intervention to English language learners at three Title I schools with the highest concentration of ELL students.	3	\$140,953.00
5100	130	Other Certified Instructional Personnel Salaries for homeless transition teacher	1	\$46,353.00
5100	150	Aides Salaries - ESOL teacher assistants. These positions are in addition to the state mandated ESOL program support required for schools with language groups of 15 or more students	8	\$154,480.57
5100	150	Aides Salaries for homeless transition teacher assistant	1	\$21,204.00
5100	150	Aides Supplemental Teacher assistants/Paraprofessionals @ Title schools (Salary expenditure determined by projected teacher assistant position as specified by district salary schedule . Salary varies by years of experience and educational level for each teacher assistant. Teacher Assts. are under the direct supervision of certified teachers.	3	\$68,176.56
5100	210	Retirement FRS @ 5.65 - Teacher assistants/Paraprofessionals @ Title schools	0	\$5,024.62
5100	210	Retirement FRS @ 6.95 for homeless transition teacher assistant	0	\$1,562.73
5100	210	Retirement FRS @ 6.95 - ESOL teacher assistants	0	\$11,385.22
5100	210	Retirement FRS @ 6.95 - Homeless Transition Teacher	0	\$3,416.22
5100	210	Retirement FRS @ 6.95 Bilingual Specialists	0	\$10,388.24



(1) FUNCTION	(2) OBJECT	(3) ACCOUNT TITLE AND NARRATIVE	(4) FTE POSITION	(5) AMOUNT
5100	210	Retirement FRS @ 6.95 - Intervention Teachers@ Title I schools	0	\$69,305.00
5100	211	FRS @ 6.95 for teachers and , teacher assistants Super Star Camp	0	\$8,991.40
5100	211	FRS @ 6.95 for staff tutoring L 1 & L2 students	0	\$15,378.24
5100	211	FRS @ 6.95 - After School and Summer Programs; district-wide activity	0	\$36,850.00
5100	212	FRS @ 6.95 for the FY 2012-2013 Differentiated Pay Compensation	0	\$12,005.68
5100	212	FRS @ 6.95 - Differentiated Pay @ 5% of Title I Part A Allocation (Need Statement & Activities &2)	0	\$12,461.80
5100	220	Social Security FICA @ 7.25 - Intervention Teachers@ Title I schools	0	\$65,916.92
5100	220	Social Security FICA @ 7.65 Bilingual Specialists	0	\$10,782.90
5100	220	Social Security FICA @ 7.65 - Homeless Transition Teacher	0	\$3,546.00
5100	220	Social Security FICA @ 7.65 - ESOL teacher assistants	0	\$11,817.76
5100	220	Social Security FICA @ 7.65 for homeless transition teacher assistant	0	\$1,622.11
5100	220	Social Security FICA @ 7.65 - Teacher assistants/Paraprofessionals @ Title I schools	0	\$5,215.51
5100	221	FICA @ 7.25 -After School and Summer Programs; District-wide activity	0	\$38,250.00
5100	221	FICA @ 7.65for staff tutoring L 1 & L2 students	0	\$15,962.49
5100	221	FICA @ 7.65 for teachers and, teacher assistants Super Star Camp	0	\$9,333.00
5100	222	FICA @ 7.65Differentiated Pay @ 5% of Title I Part A Allocation (Need Statement & Activities &2)	0	\$12,461.80
5100	222	FICA @ 7.65 for the FY 2012-2013 Differentiated Pay Compensation	0	\$12,461.80
5100	225	Medicare - Substitutes?		\$340.75
5100	225	Medicare - Substitutes -(District-level)		\$72.50
5100	230	Group Insurance @ \$5,070 for homeless transition teacher assistant	0	\$5,070.00
5100	230	Group Insurance @ \$5,070 - Teacher assistants/Paraprofessionals @ Title I schools	0	\$15,210.00
5100	230	Group Insurance - Intervention Teachers@ Title I schools	0	\$40,560.00
5100	230	Group Insurance @ \$5,070 - Bilingual Specialists	0	\$15,210.00
5100	230	Group Insurance @ \$5,070 - ESOL teacher assistants	0	\$35,490.00
5100	230	Group Insurance @ \$5,070 - Homeless Transition Teacher	0	\$5,070.00
5100	240	Workers Compensation @ 1.25 Homeless Transition Teacher	0	\$579.41
5100	240	Workers Compensation @ 12.5 - ESOL teacher assistants	0	\$1,931.01
5100	240	Workers Compensation @ 1.25 - Bilingual Specialists	0	\$1,761.91
5100	240	Workers Compensation @ 1.25% - Intervention Teachers@ Title I schools	0	\$27,026.66
5100	240	Workers Compensation @ 1.25% - Teacher assistants/Paraprofessionals @ Title I schools	0	\$852.21



(1) FUNCTION	(2) OBJECT	(3) ACCOUNT TITLE AND NARRATIVE	(4) FTE POSITION	(5) AMOUNT
5100	240	Workers Compensation Worker's Compensation @ 1.25% for homeless transition teacher assistant	0	\$265.05
5100	240	Workers Compensation Worker's Compensation @ 1.25% for homeless transition teacher assistant (substitutes (district-level))	0	\$62.50
5100	310	Professional and Technical Services St. Peter's Academy Charter- reimbursement for Title I services. Title I follows the district procedure of reimbursement of funds. (Need Statement & Activities #1 &7)	0	\$51,575.26
5100	360	Rentals Bus rentals for student Academic Field experiences (site-based)	0	\$9,700.00
5100	360	Rentals District Reserve - Supplemental Instructional software licenses for Title I Schools to support Title I Program technology Initiative, iReady, Imagine Learning, Rosetta Stone, SuccessMaker	0	\$100,000.00
5100	510	Supplies Supplemental material, supplies and curriculum for Title I schools, i.e. Common Core, iReady Interventions, Great Source, Wilson, Foundations, Reader's Theater. Classroom supplies: including but not limited to paper, markers, toner, scissors, staples, dips, chart paper, pens, and, pencils. (Need Statement and Activity 1, and 7) (site-based)	0	\$80,856.58
5100	510	Supplies Supplemental materials, curriculum, supplies to support Florida Standards implementation and Wilson Fundatiions Classroom Kits at Title I schools. Funds will be used to purchase Foundations Kits for each Title I School. Wilson Foundations for K-3 is a phonological/phonemic awareness, phonics and spelling program for the general education classroom. Foundations is based upon the Wilson Reading System® principles and serves as a prevention program to help reduce reading and spelling failure. (Need Statement/Activity 1,2, & 7)	0	\$13,912.50
5100	510	Supplies Supplemental summer school curriculum - Carolina Associates science curriculum and supplies including goggles, chart paper, markers, folders, spiral notebooks, journals, tape, scissors	0	\$30,000.00
5100	510	Supplies Supplemental materials for Homeless Education Program - curriculum, backpacks, school uniforms, and school supplies	0	\$10,000.00
5100	641	Furniture, Fixtures and Equipment Capitalized Storage Units/Carts for Computers. Two per school. Unit cost of \$2500 x 4 schools.	0	\$20,000.00
5100	642	Furniture, Fixtures and Equipment Title I Schools; Bookshelves, carts, tables, easels/chart stands, chairs, file cabinets, printer tables	0	\$10,000.00
5100	643	Supplemental computer hardware. Technology will be equipped to support computer based testing at the district's four Title I Schools. Two labs of 25 computers per Title I school. \$1,200 per unit. MacBook, iPad, HP netbook or comparable notebook mobile technology. The computers are supplemental to the district's standard technology per school. Student computers, projectors, document cameras, printers, SMART boards will also be purchased.	0	\$50,000.00
5100	644	Printers for Title I Schools @ approximately 900 each x 8		\$7,200.00
5100	691	Computer Software Capitalized Purchase of Supplemental Instructional software programs for Title I Schools to support Title I Program technology Initiative, iReady, Imagine Learning, Rosetta Stone, SuccessMaker	0	\$2,000.00
5100	692	Computer Software Non-Capitalized computer software	0	\$2,000.00
5100	750	Other Personal Services Substitutes - Classroom coverage due to medical or personal leave (district-level)	0	\$5,000.00



(1) FUNCTION	(2) OBJECT	(3) ACCOUNT TITLE AND NARRATIVE	(4) FTE POSITION	(5) AMOUNT
5100	750	Other Personal Services Substitutes - Classroom coverage due to medical or personal leave (site-based)	0	\$25,550.00
5500	130	Other Certified Instructional Personnel Salaries Pre-K teachers - 50% of two pre-k teachers serving 4 year old students at Title I schools.	1	\$49,400.00
5500	150	Aides Salaries Pre-K teacher assistants - 50% of two pre-k teacher assistants serving 4 year old students at Title I schools.	1	23,097.50
5500	210	Retirement FRS @ 5.18 for Pre-K teacher assistants - 50% of two pre-k teacher assistants serving 4 year old students at Title I schools.	0	\$1,702.29
5500	210	Retirement FICA @ 7.65 - 50% of two pre-k teachers	0	\$3,640.78
5500	220	Social Security FICA @ 7.65 - 50% of two pre-k teacher assistants	0	\$1,024.60
5500	230	Group Insurance @ \$5,070 - 50% of two pre-k teacher assistants	0	\$5,070.00
5500	230	Group Insurance @ \$5,070 - 50% of two pre-k teachers	0	\$5,070.00
5500	240	Workers Compensation Worker's Compensation @ 1.25 - 50% of two pre-k teachers	0	\$617.50
5500	240	Workers Compensation Worker's Compensation @ 1.25 - 50% of two pre-k teacher assistants	0	\$288.72
6110	130	Other Certified Instructional Personnel Salaries for supplemental social worker's serving Title I schools; two of the three social workers are bilingual	3	\$171,891.00
6110	210	Retirement FRS @ 5.18 for supplemental social worker's serving Title I schools; two of the three social workers are bilingual	0	\$15,487.54
6110	220	Social Security FICA @ 7.65 for supplemental social worker's serving Title I schools; two of the three social workers are bilingual	0	\$13,149.66
6110	230	Group Insurance @ \$5,070 for supplemental social worker's serving Title I schools; two of the three social workers are bilingual	0	\$15,210.00
6110	240	Workers Compensation Worker's Compensation @ 1.25% for supplemental social worker's serving Title I schools; two of the three social workers are bilingual	0	\$2,148.64
6110	330	Travel - Title I funded Social Workers; local and out-of-district travel	0	\$3,000.00
6150	101	Supplemental Pay for staff facilitating for parent engagement activities at Title I schools. Site-based (Need Statement and Activity 1 and 3)	0.15	\$12,300.00
6150	101	Supplemental Pay for district staff facilitating parent engagement activities at Title I schools and district-wide activities.	0	\$10,000.00
6150	160	Other Support Personnel Salaries for a bilingual parent outreach specialist serving Title I schools; 90% Title I Part A, 10% Title I Part C	0.9	\$49,204.80
6150	210	Retirement FRS @ 6.95 - parent specialist serving Title I schools	0	\$3,626.39
6150	211	FRS @ 6.95 - staff facilitating for parent engagement activities at Title I schools. Site-based (Need Statement and Activity 1 and 3)	0	\$906.51
6150	211	FRS @ 6.95 - for district staff facilitating Salaries for parent engagement activities at Title I schools	0	\$737.00



(1) FUNCTION	(2) OBJECT	(3) ACCOUNT TITLE AND NARRATIVE	(4) FTE POSITION	(5) AMOUNT
6150	220	Social Security FICA @ 7.65 - parent specialist serving Title I schools	0	\$3,764.17
6150	221	FICA @ 7.65 - staff facilitating for parent engagement activities at Title I schools (Need Statement and Activity 1 and 3)	0	\$948.20
6150	221	FICA@ 7.65 - for district staff facilitating Salaries for parent engagement activities at Title I schools	0	\$765.00
6150	230	Group Insurance @ \$5,070 for parent specialist serving Title I schools	0	\$4,563.00
6150	240	Workers Compensation Worker's Compensation @ 1.25 - Parent Specialist	0	\$615.06
6150	330	Travel for parent involvement specialist - local and out-of-district to participate in parent involvement training, TA regional meetings, conferences, ECTAC committee meetings	0	\$5,000.00
6150	510	Supplies Materials and supplies - Parent Involvement Activities (Need Statement and Activity 3)	0	\$34,911.13
6150	510	Supplies Materials and supplies - District-wide Parent Involvement Activities; Title I Annual Meetings, Resources for Title I Parent Resource Rooms	0	\$35,000.32
6300	101	Supplemental pay for staff working beyond contracted hours during the regular year and during the summer program; parent conferences, meetings, and translations	0	\$20,000.00
6300	110	Administrators Salaries Title I Coordinator funded 95% Title I Part A	0.95	\$69,190.40
6300	130	Other Certified Instructional Personnel Salaries for (7) Supplemental Learning Resource Specialists/Math Coaches serving Title I schools.	7	\$379,680.00
6300	130	Other Certified Instructional Personnel Salary - (3) District Title I Resource Teachers (10 month teacher contract)	3	\$145,462.00
6300	160	Other Support Personnel Salaries - .60 Project Specialist, .50 Administrative Assistant	1.1	\$49,556.70
6300	210	Retirement FRS @ 6.95 - 60 Project Specialist, .50 Administrative Assistant	0	\$3,652.33
6300	210	Retirement FRS @ 6.95 Title I Coordinator funded 95% Title I Part A	0	\$5,099.33
6300	210	Retirement FRS @ 6.95 - (3) District Title I Resource Teachers (10 month teacher contract)	0	\$10,720.55
6300	210	Retirement FRS @ 6.95 for (7) Supplemental Learning Resource Specialists/Math Coaches serving Title I schools.	0	\$34,039.05
6300	211	FRS @ 6.95 for staff working beyond contracted hours during the regular year and during the summer program; parent conferences, meetings, and translations	0	\$1,474.00
6300	220	Social Security FICA @ 7.65 Title I Coordinator funded 95% Title I Part A	0	\$5,293.07
6300	220	Social Security FICA @ 7.65 - 60 Project Specialist, .50 Administrative Assistant	0	\$3,791.09
6300	220	Social Security FICA @ 7.65 for (7) Supplemental Learning Resource Specialists/Math Coaches serving Title I schools.	0	\$29,045.52
6300	220	Social Security FICA @ 7.65 - (3) District Title I Resource Teachers (10 month teacher contract)	0	\$11,127.84
6300	221	FICA @ 7.65 FRS for staff working beyond contracted hours during the regular year and during the summer program; parent conferences, meetings, and translations	0	\$1,530.00
6300	230	Group Insurance @ \$5,070 - 60 Project Specialist, .50 Administrative Assistant	0	\$5,577.00



(1) FUNCTION	(2) OBJECT	(3) ACCOUNT TITLE AND NARRATIVE	(4) FTE POSITION	(5) AMOUNT
6300	230	Group Insurance Group Insurance @ \$4,926 Title I Coordinator funded 95% Title I Part A	0	\$4,816.50
6300	230	Group Insurance Group Insurance @ \$5,070 (3) District Title I Resource Teachers (10 month teacher contract)	0	\$15,210.00
6300	230	Group Insurance @ \$5,070 for (7) Supplemental Math Coaches serving Title I schools.	0	\$35,490.00
6300	240	Workers Compensation @ 1.25% for (7) Supplemental Learning Resource Specialists/Math Coaches @ Title I schools.	0	\$5,421.29
6300	240	Workers Compensation Worker's Compensation @ 1.25 (3) District Title I Resource Teachers (10 month teacher contract)	0	\$1,818.28
6300	240	Workers Compensation Worker's Compensation @ 1.25 Title I Coordinator funded 95% Title I Part A	0	\$864.88
6300	240	Workers Compensation Worker's Compensation @ 1.25% - 60 Project Specialist, .50 Administrative Assistant	0	\$619.46
6300	330	Travel - local mileage and out of county travel for Title I staff to attend required regional and state technical assistance meetings, forums and conferences (Coordinator, Prj Spec, resource teachers, literacy specialists)	0	\$25,000.00
6300	350	Repairs and Maintenance Fees for Title I equipment: copiers, fax machines	0	\$2,000.00
6300	360	Rentals/Lease - Office computer software, license renewal		\$1,000.00
6300	370	Communications Postage for mailing of program letters, flyers, brochures	0	\$2,000.00
6300	390	Printing costs for site-based communication and marketing such as letters, flyers, brochures		\$1,000.00
6300	510	Supplies Supplemental materials and supplies - Curriculum, including but not limited to, copy paper, toner, folders, markers, binders, sheet protectors, tape, scissors, labels, dividers	0	\$15,678.43
6300	643	Lap top computers for district Title I staff \$1,500 each; Laser Printer, laminator	0	\$13,800.00
6300	641	Furniture, Fixtures and Equipment Capitalized Furniture, Fixtures, and Equipment: supplemental capitalized furniture, and equipment, copier, desks, chairs, bookcases, storage carts, file cabinets, tables	0	\$5,000.00
6300	642	Furniture, Fixtures and Equipment Non-Capitalized Furniture, Fixtures, and Equipment: supplemental non-capitalized furniture, and equipment, copier, desks, chairs, bookcases, storage carts, file cabinets, tables	0	\$5,000.00
6300	644	Non-capitalized computer hardware: district Title I staff, Includes printers, cables, iPads, Tablets, digital cameras	0	\$7,000.00
6300	730	Dues and Fees Membership fees - FASFEPANA/NAFEPANA, FABES, ASCD	0	\$3,000.00
6400	101	Supplemental Pay beyond contract hours for teachers to participate in professional development activities, including but not limited to Ruby Payne, WriteMath, Florida Standards, Instructional Practices, ELL - Language Acquisition, Marzano, STEM, Differentiated Learning, Learning Focused, SMART Board Technology training. (Need Statement and Activity 1 and 2)	0	\$30,000.00
6400	211	FRS @ 6.95 - for staff participating in staff development activities	0	\$2,211.00
6400	221	FRS @ 6.95 - for staff participating in staff development activities	0	\$2,295.00
6400	101	Supplemental Pay beyond contract hours for teachers to participate in professional development activities, including but not limited to Ruby Payne, WriteMath, Florida Standards, Instructional Practices, ELL - Language Acquisition, Marzano, STEM, Differentiated Learning, Learning Focused, SMART Board Technology training. (Need Statement and Activity 1 and 2)	0	\$10,000.00
6400	211	FRS @ 6.95 - for staff participating in staff development activities	0	\$736.99



(1) FUNCTION	(2) OBJECT	(3) ACCOUNT TITLE AND NARRATIVE	(4) FTE POSITION	(5) AMOUNT
6400	221	FICA @ 6.95 - for staff participating in staff development activities	0	\$2,295.00
6400	220	*FICA - Substitutes for teachers participating in professional development activities; district-wide activities	0	\$29.00
6400	220	*FICA - Substitutes for teachers participating in professional development activities; site-based activities	0	\$239.25
6400	240	Workers Compensation Worker's Compensation @ 1.25 for staff participating in professional development activities (district-wide)	0	\$25.00
6400	240	Workers Compensation Worker's Compensation @ 1.25 for staff participating in professional development activities (site-based)	0	\$206.25
6400	310	Professional and Technical Services Compensation for consultants to provide site-based training to Title I staff, including but not limited to, WriteMath Kathy Robinson, Dr, Sypryka STEM, Understanding the Framework of Poverty -Ruby Payne, Marzano, Learning Focused, SMART BOARD technology, ELL Best Practices, Positive Behavior Support, bullying prevention, Florida Standards - (Site-based) (Need Statement and Activity 1, & 2)	0	\$47,920.00
6400	310	Professional and Technical Services Compensation for consultants to provide supplemental district level training to Title I staff, including but not limited to, WriteMath-Kathy Robinson, Dr, Sypryka-STEM, Understanding the Framework of Poverty -Ruby Payne, STEM, ELL Best Practices, Positive Behavior Support, bullying prevention, Common Core, Marzano, Smart Board, Literacy, Math, Foundations	0	\$15,000.00
6400	310	Professional and Technical Services Contractual agreement with East Coast Technical Assistance Center to provide technical assistant and support in the areas of federal programs, parent involvement, monitoring, and best practices	0	\$25,000.00
6400	330	Travel for school level staff to professional development workshops. Technical assistance forums and conferences (Need Statement and Activity 1, 2, & 3)	0	\$24,566.86
6400	510	Supplies Materials and resources for staff development- including but not limited to, books, manuals, reference materials, chart paper, pencils, markers, folders, labels (site-based) (Need Statement and Activity 1 and 2)	0	\$3,100.00
6400	510	Supplies Materials and resources for staff development - including but not limited to, books, manuals, reference materials, chart paper, pencils, markers, folders, labels	0	\$5,000.00
6400	730	Dues and Fees Reimbursement of fees for teachers taking coursework to enhance and expand their educational attainment (subject area exams and endorsements)	0	\$2,000.00
6400	750	Other Personal Services Substitutes for teachers participating in professional development activities (site-based)	0	\$16,500.00
6400	750	Other Personal Services Substitutes for teachers participating in professional development activities	0	\$5,000.00
7200	790	Indirect Cost @ 5.44%		170,500.00
7800	790	Miscellaneous Expenses Student Transportation - After School/Summer programs (June 2015)	0	\$80,000.00
7800	790	Miscellaneous Expenses Student Transportation- After School and Super Star Camps. Calculated on projected student participation numbers and the approved LEA bus transportation rate. Cost varies by site based on participation rate and geographical location of school and distance of student residence.] (Need Statement and Activity 1, and 7)	0	\$82,331.84
C) TOTAL				\$5,145,874.98



**FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION**

TAPS:
1. 15A022

Please return to: Florida Department of Education Office of Grants Management Room 332, Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	A) Name and Address of Eligible Applicant: Indian River County District School Board 1990 25TH ST VERO BEACH, FL 32960	DOE USE ONLY Date Received
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B) Applicant Contact Information


Contact Name: Alice Blanco	Telephone Number: 772-564-3093 Ext:
Mailing Address: 1990 25th Street Vero Beach, FL	Fax Number: 772-564-3077
E-mail Address: alice.blanco@indianriverschools.org	

Programs

C) Program Name:	Project Number: (DOE Assigned):	D) Total Funds Requested:	Total Approved Funds (DOE USE ONLY):
1. 2014-15 Title I, Part C: Education of Migratory Children 2014-2015	310-2175A-5CF01	\$57,778.00	

CERTIFICATION

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

E) 

 Signature of Agency Head

DOE 100



Pam Stewart, Commissioner

count	Activity	Function	Object	Account Title and Description	FTE	Amount
1	Supplemental pay to support content-based strategic after school and summer programs that are aligned with Florida academic standards. This activity supplements the LEA's efforts to Close the Achievement Gap and increase student performance. Paid at LEA approved rate. (Instructional): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	5100	121	Supplemental Pay - After School/Summer Programs Needs #1, 2, 3, & 4.	0.2	\$2,000.00
2	Supplemental pay to support content-based strategic after school and summer programs that are aligned with Florida academic standards. This activity supplements the LEA's efforts to Close the Achievement Gap and increase student performance. (Instructional): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	5100	211	FRS @ 7.37% - Supplemental Pay - After School/Summer Programs Needs #1, 2, 3, & 4.	0	\$150.00
3	Supplemental pay to support content-based strategic after school and summer programs that are aligned with Florida academic standards. This activity supplements the LEA's efforts to Close the Achievement Gap and increase student performance. (Instructional): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	5100	221	Social Security @ 6.95% - Supplemental pay to support content-based strategic after school and summer programs that are aligned with Florida academic standards. This activity supplements the LEA's efforts to Close the Achievement Gap and increase student performance.	0	\$155.00
4	Rentals- Bus rental for summer academic field trips (Orlando Science Museum, WonderWorks, EPCOT, St. Augustine) Visits are directly tied to the summer academic program. (Instructional): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	5100	360	Rentals Rentals- Bus rental for summer academic field trips (Orlando Science Museum, WonderWorks, EPCOT, St. Augustine) Visits are directly tied to the summer academic program.	0	\$100.00
5	Supplemental materials and supplies - after school and MEP summer program including but not limited to binders, copy paper, markers, pens, pencils, and charts and curricula. 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	5100	510	Supplies Supplies Supplemental materials and supplies - after school and MEP summer program including but not limited to binders, copy paper, markers, pens, pencils, and charts and curricula. 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	0	\$1,000.00
6	Fees - Entrance/admission fees for students attending summer program (Orlando Science Museum, WonderWorks, EPCOT, St. Augustine) (Instructional): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	5100	730	Dues and Fees Fees - Entrance/admission fees for students attending summer program (Orlando Science Museum, WonderWorks, EPCOT, St. Augustine)	0	\$100.00
7	Migrant Advocacy - 25% of two Secondary Migrant Advocate positions. Bilingual certified teachers hold both positions. The primary responsibilities of the advocate is to provide supplemental support to migrant students, collaborate with the regular classroom teacher and plan and monitor implementation of the content-based after school programs. (Advocacy/ID&R/OSY): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6120	130	Other Certified Instructional Personnel Other Certified Instructional Personnel Salaries - Two full-time Secondary Migrant/ELL Advocates. Positions funded at 25% each. Needs #1, 2, 3, & 4.	0.5	\$26,164.00
8	FRS @ 7.37 - Migrant Advocacy - 25% of two Secondary Migrant Advocate positions. Bilingual certified teachers hold both positions. The primary responsibilities of the advocate is to provide supplemental support to migrant students, collaborate with the regular classroom teacher and plan and monitor implementation of the content-based after school programs. (Advocacy/ID&R/OSY): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6120	210	Retirement Retirement FRS @ 7.37% -Two full-time Secondary Migrant/ELL Advocates. Positions funded at 25% each. Needs #1, 2, 3, & 4.	0	\$1,929.00
9	FICA @ 7.65 - Migrant Advocacy - 25% of two Secondary Migrant Advocate positions. Bilingual certified teachers hold both positions. The primary responsibilities of the advocate is to provide supplemental support to migrant students, collaborate with the regular classroom teacher and plan and monitor implementation of the content-based after school programs. (Advocacy/ID&R/OSY): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6120	220	Social Security Social Security FICA @ 7.65% - Two full-time Secondary Migrant/ELL Advocates. Positions funded at 25% each. Needs #1, 2, 3, & 4.	0	\$1,820.00
10	FICA @ 1.25% - Substitutes for Secondary Migrant Advocate; 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6120	225	FICA @ 1.45% - Substitutes for Secondary Migrant Advocate; 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	0	\$7.25
11	Insurance @ \$5,070 - Migrant Advocacy - 25% of two Secondary Migrant Advocate positions. Bilingual certified teachers hold both positions. The primary responsibilities of the advocate is to provide supplemental support to migrant students, collaborate with the regular classroom teacher and plan and monitor implementation of the content-based after school programs. (Advocacy/ID&R/OSY): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6120	230	Group Insurance Group Insurance Insurance @ \$5,070 - Two full-time Secondary Migrant/ELL Advocates. Positions funded at 25% each. Needs #1, 2, 3, & 4.	0	\$2,535.00
12	Worker's Compensation @ 1.25% - Migrant Advocacy - 25% of two Secondary Migrant Advocate positions. Bilingual certified teachers hold both positions. The primary responsibilities of the advocate is to provide supplemental support to migrant students, collaborate with the regular classroom teacher and plan and monitor implementation of the content-based after school programs. (Advocacy/ID&R/OSY): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6120	240	Workers Compensation Worker's Compensation @ 1.25% - Two full-time Secondary Migrant/ELL Advocates. Positions funded at 25% each.	0	\$330.00
13	Worker's Compensation @ 1.25% - Substitutes for Secondary Migrant Advocate; 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6120	240	Workers Compensation Worker's Compensation @ 1.25% - Substitutes for Secondary Migrant Advocate; 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	0	\$6.25
14	Local and out-of-district travel for migrant advocates: includes home visits, regional and state meetings, technical assistance forums and outreach for migratory children and their families including informing such children and their families gain access to other education, health and nutrition, and social services. (Advocacy/ID&R/OSY): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6120	330	Travel Travel for Migrant Advocates. Needs #1, 2, 3, & 4.	0	\$2,000.00
15	Printing - MEP program communication, flyers, resource manuals (Parental Involvement): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6120	390	Other Purchased Services Printing - MEP program communication, flyers, resource manuals	0	\$100.00
16	Supplemental curriculum and academic materials to support the MEP program activities. (Advocacy/ID&R/OSY): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6120	510	Supplies Supplies Supplemental materials and supplies - Advocacy. Needs #1, 2, 3, & 4.	0	\$2,009.50
17	Substitute - Secondary MEP Advocate, coverage for leave 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6120	750	Other Personal Services Substitute - Secondary MEP Advocate, coverage for leave; paid at LEA approved rate. 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	0	\$500.00
18	Outreach and supplemental support services. Migrant Parent Specialist provides advocacy and outreach for migratory children and their families including informing such children and their families gain access to other education, health and nutrition, and social services. The bilingual migrant parent specialist also serves as a liaison between the school and the home to facilitate the sharing of critical information. (Advocacy/ID&R/Parental Involvement): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6150	160	Other Support Personnel Salary - Migrant Parent Specialist budgeted at 10% of position. 90% of the position is funded through Title I Part A. Needs #1, 2, 3, & 4.	0.1	\$5,322.00
19	FRS @ 7.37% - Outreach and supplemental support services. Migrant Parent Specialist provides advocacy and outreach for migratory children and their families including informing such children and their families gain access to other education, health and nutrition, and social services. The bilingual migrant parent specialist also serves as a liaison between the school and the home to facilitate the sharing of critical information. (Advocacy/ID&R/Parental Involvement): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6150	210	Retirement FRS @ 7.37 - Parent Specialist Needs #1, 2, 3, & 4.	0	\$400.00

20	FICA @ 7.65% - Outreach and supplemental support services. Migrant Parent Specialist provides advocacy and outreach for migratory children and their families including informing such children and their families gain access to other education, health and nutrition, and social services. The bilingual migrant parent specialist also serves as a liaison between the school and the home to facilitate the sharing of critical information. (Advocacy/D&R/Parental Involvement): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6150	220	Social Security FICA @ 7.65 - Parent Specialist Needs #1, 2, 3, & 4.	0	\$370.00
21	Insurance @ \$5,070- Outreach and supplemental support services. Migrant Parent Specialist provides advocacy and outreach for migratory children and their families including informing such children and their families gain access to other education, health and nutrition, and social services. The bilingual migrant parent specialist also serves as a liaison between the school and the home to facilitate the sharing of critical information. (Advocacy/D&R/Parental Involvement): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6150	230	Group Insurance Group Insurance Insurance @ \$5,070 - . Parent Specialist	0	\$510.00
22	Worker's Compensation @1.25% - Outreach and supplemental support services. Migrant Parent Specialist provides advocacy and outreach for migratory children and their families including informing such children and their families gain access to other education, health and nutrition, and social services. The bilingual migrant parent specialist also serves as a liaison between the school and the home to facilitate the sharing of critical information. (Advocacy/D&R/Parental Involvement): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6150	240	Workers Compensation Worker's Compensation - Parent Specialist Needs #1, 2, 3, & 4.	0	\$70.00
23	Local and out-of-district travel for parent specialist: includes home visits, regional and state meetings, technical assistance forums and outreach for migratory children and their families including informing such children and their families gain access to other education, health and nutrition, and social services. (Parental Involvement): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6150	330	Travel Travel includes home visits, regional and state meetings, technical assistance forums and outreach for migratory children and their families including informing such children and their families gain access to other education, health and nutrition, and social services. Needs #1, 2, 3, & 4.	0	\$2,000.00
24	Repairs & Maintenance of MEP equipment (Parental Involvement): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6150	350	Repairs and Maintenance Repairs and Maintenance Repairs & Maintenance of MEP equipment (Copier, computers, printers)	0	\$100.00
25	Supplemental curriculum and academic materials to support the MEP parent engagement program activities, including but not limited to binders, markers, paper, and charts (Parental Involvement): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6150	510	Supplies Supplemental materials and supplies - Parent engagement activities	0	\$2,000.00
26	Travel - MEP Coordinator and Project Specialist to attend regional and state technical assistance meetings and conferences such as the National Migrant Education Conference (Program Admin): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	6300	330	Travel MEP Coordinator and Project Specialist to attend regional and state technical assistance meetings and conferences such as the National Migrant Education Conference	0	\$1,000.00
27	Indirect Cost @ 5.67 (Program Admin): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	7200	790	Miscellaneous Expenses Indirect Cost @ 5.67 (Program Admin): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	0	\$3,100.00
28	Student Transportation for students attending the MEP after school and summer programs (Support Svcs): 1.4, 1.6, 1.10, 1.12, 1.13, 5.3 & 5.9	7800	790	Miscellaneous Expenses Student Transportation Needs #1, 2, 3, & 4.	0	\$2,000.00
					Totals:	0.8 \$57,778.00

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**FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION**

TAPS:
1. 15A052

Please return to:	A) Name and Address of Eligible Applicant:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332, Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	Indian River County District School Board 1990 25TH ST VERO BEACH, FL 32960	Date Received

B) Applicant Contact Information


Contact Name: Alice Blanco	Telephone Number: 772-564-3093 Ext:
Mailing Address: 1990 25th Street Vero Beach, FL	Fax Number: 772-564-3077
E-mail Address: alice.blanco@indianriverschools.org	

Programs

C) Program Name:	Project Number: (DOE Assigned):	D) Total Funds Requested:	Total Approved Funds (DOE USE ONLY):
1. Title II, Part A, Teacher & Principal Training and Recruiting Fund 2014-2015	310-2245B-5CT01	\$690,618.00	

CERTIFICATION

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

E) 

Signature of Agency Head

DOE 100



Pam Stewart, Commissioner

FLORIDA DEPARTMENT OF EDUCATION BUDGET DESCRIPTION FORM - Title II, Part A, Teacher & Principal Training and Recruiting Fund 2014-2015

A) NAME OF ELIGIBLE RECIPIENT: **Indian River County District School Board**
 B) Project Number (DOE USE ONLY): **310-2245B-5CT01**

E) TAPS
Number
15A052

count	Activity	Function	Object	Account Title and Description	FTE	Amount
1	Salaries: Supplemental Support - District Teacher on Assignment Math @ (1); District Teacher on Assignment Literacy @ 1.0	6400	100	<u>Salaries</u> Salaries Supplemental Support - District Teacher on Assignment Math @ (1); District Teachers on Assignment Reading @ 1.0	2.000	\$112,000.00
2	Salaries: Coordinator of Title II Part A .80; Staff Development Specialist @ 1.0 ; Personnel Records Specialist@ .5	6400	100	<u>Salaries</u> Salaries : Coordinator of Title II Part A .80; Staff Development Specialist @ 1.0 ; Personnel Records Specialist@ .5	2.300	\$120,000.00
3	Extra Earnings teacher stipends, supplemental pay for staff development activities. beyond contract and summer activities: Indian River Fellowship for Instructional Leaders, (IRFIL) initiative, Indian River Teachers Improving Performance for Students (IRTIPS); ESOL: Methods, Applied Linguistics, Cross cultural Communications. Testing/Evaluation; Clinical Educator Training, Coaching Endorsement, Technology Integration, Content Area: Science, Social Studies. Professional Learning, Florida Standards, Marzano Communities, Learning Focus, Thinking Maps, Under Resourced Learners, Fundatlons & Sondag Training, Lucy Calkins - Units of Study	6400	100	<u>Salaries</u> Extra Earnings teacher stipends, supplemental pay for staff development activities. beyond contract and summer activities: Indian River Fellowship for Instructional Leaders, (IRFIL) initiative, Indian River Teachers Improving Performance for Students (IRTIPS); ESOL: Methods, Applied Linguistics, Cross cultural Communications. Testing/Evaluation; Clinical Educator Training, Coaching Endorsement, Technology Integration, Content Area: Science, Social Studies. Professional Learning, Florida Standards, Marzano Communities, Learning Focus, Thinking Maps, Under Resourced Learners, Fundatlons & Sondag Training, Lucy Calkins - Units of Study	0.000	\$70,000.00
4	FRS - Coordinator of Title II Part A .80; Staff Development Specialist @ 1.0; Personnel Records Specialist @ .5	6400	210	<u>Retirement</u> Retirement FRS @ 6.95 - Coordinator of Title II Part A .80; Staff Development Specialist @ 1.0; Personnel Records Specialist @ .5	0.000	\$8,600.00

5	FRS- Supplemental Support District Teacher on Assignment Math @ (1); District Teacher on Assignment Literacy @ (1)	6400	210	<u>Retirement</u> Retirement FRS @ 6.95% - Supplemental Support District Teacher on Assignment Math @ (1); District Teachers on Assignment Literacy @ (1)	0.000	\$8,300.00
6	FICA - Supplemental Support District Teacher on Assignment Math @ (1); District Teacher on Assignment Literacy @ (1)	6400	220	<u>Social Security</u> Social Security FICA @ 7.65 - Supplemental Support District Teacher on Assignment Math @ (1); District Teacher on Assignment Literacy @ (1)	0.000	\$8,600.00
7	FICA - Coordinator of Title II Part A .80; Staff Development Specialist @ 1.0 ; Personnel Records Specialist@ .5	6400	220	<u>Social Security</u> Social Security FICA - Coordinator of Title II Part A .80; Staff Development Specialist @ 1.0 ; Personnel Records Specialist@ .5	0.000	\$8,900.00
8	FICA for Extra Earnings- teacher stipends, supplemental pay for staff development activities, beyond contract and summer activities: ESOL: Methods, Applied Linguistics, Cross cultural Communications, Testing/Evaluation; Clinical Educator Training, Coaching Endorsement, Technology Integration, Content Area: Science, Social Studies, Professional Learning Communities, Thinking Maps, Under Resourced Learners, Foundations & Soday Training, Common Core, Marzano, Learning Focus	6400	220	<u>Social Security</u> Social Security FICA for Extra Earnings- teacher stipends, supplemental pay for staff development activities, beyond contract and summer activities: ESOL: Methods, Applied Linguistics, Cross cultural Communications, Technology Integration, Content Area: Science, Social Studies, Professional Learning Communities, Thinking Maps, Under Resourced Learners, Foundations & Soday Training, Florida Standards, Marzano, Learning Focus	0.000	\$4,865.00
9	FICA @1.45 - Substitutes	6400	225	FICA @1.45 - Substitutes	0.000	\$1,000.00
10	Group Insurance - District Teacher on Assignment Math @ (1); District Teacher on Assignment Reading @ 1.0	6400	230	<u>Group Insurance</u> Group Insurance - District Teacher on Assignment Math @ (1); District Teacher on Assignment Reading @ 1.0	0.000	\$10,140.00
11	Group Insurance - Coordinator of Title II Part A .80; Staff Development Specialist @ 1.0 ; Personnel Records Specialist@ .5	6400	230	<u>Group Insurance</u> Group Insurance @ \$5,070 - District Teacher on Assignment Math @ (1); District Teacher on Assignment Reading @ 1.0	0.000	\$12,000.00
12	Worker's Compensation - District Teacher on Assignment Math @ (1); District Teacher on Assignment Reading @ 1.0	6400	240	<u>Workers Compensation</u> Workers Compensation Worker's Compensation @ 1.25 - District Teacher on Assignment Math @ (1); District Teacher on Assignment Reading @ 1.0	0.000	\$1,400.00
13	Worker's Compensation - Coordinator of Title II Part A .80; Staff Development Specialist @ 1.0 ; Personnel Records Specialist@ .5	6400	240	<u>Workers Compensation</u> Workers Compensation @ 1.25 - Coordinator of Title II Part A .80; Staff Development Specialist @ 1.0 ; Personnel Records Specialist@ .5	0.000	\$1,500.00

14	Professional and Technical Services - Consultants under \$25,000: Math \$4,000 ; Florida Standards \$5,000; BEST \$6,000; Marzano \$4,000, Literacy \$5,000; Differentiated Instruction \$5,000; Instructional Practices \$2,000; Technology \$2,000; ELL \$3,000; MTSS \$5,000; Gifted \$4,000; STEM \$5,000; Thinking Maps \$1,000, Lucy Calkins-Units of Study \$10,000	6400	310	<u>Professional and Technical Services</u> Professional and Technical Services -Consultants under \$25,000: Math \$4,000 ; Florida Standards \$5,000; BEST \$6,000; Marzano \$4,000, Literacy \$5,000; Differentiated Instruction \$5,000; Instructional Practices \$2,000; Technology \$2,000; ELL \$3,000; MTSS \$5,000; Gifted \$4,000; STEM \$5,000; Thinking Maps \$1,000, Lucy Calkins-Units of Study \$10,000	0.000	\$60,000.00
15	Travel: regional & state meetings; out-of-district workshops and conferences \$30,000 Recruitment \$2,000; local travel \$8000	6400	330	<u>Travel</u> Regional & state meetings; out-of-district workshops and conferences \$33,000 Recruitment \$2,000; local travel \$8000	0.000	\$43,000.00
16	Rentals -License/rental- License fees associated with on -line staff development activities and coursework- Grading Practices, Great Expectations, Harry Wong Classroom Management, ParaPro; LEADS- Gallup Principal Insight, EL360, PO 360; FISH, Seven Habits, Learning Focus, Thinking Maps, PLC training for school-based personnel; VTC online technology training; Copier lease	6400	360	<u>Rentals</u> License/rental- License fees associated with on -line staff development activities and coursework- Grading Practices, Great Expectations, Harry Wong Classroom Management, ParaPro; LEADS- Gallup Principal Insight, EL360, PO 360; FISH, Seven Habits, Learning Focus, Thinking Maps, PLC training for school-based personnel; VTC online technology training; Copier lease	0.000	\$64,588.00
17	Other Purchased Services Printing- Printing costs for staff development activities, flyers, brochures	6400	390	<u>Other Purchased Services</u> Printing- Printing costs for staff development activities, flyers, brochures	0.000	\$2,000.00
18	Materials & Supplies- Supplemental materials for professional development activities - PLC's, ESOL, Thinking Maps, Under Resourced Learners, Learning Focus, curriculum guides, resource, manuals, copy paper, markers, easels, chart paper, laminating film. toner	6400	510	<u>Supplies</u> - Supplemental materials for professional development activities - PLC's, ESOL, Thinking Maps, Under Resourced Learners, Learning Focus, curriculum guides, resource, manuals, copy paper, markers, easels, chart paper, laminating film. toner	0.000	\$25,000.00
19	AV - Non-capitalized: Staff Development DVD's and videos, - PLC's, ESOL, Learning Focus, ESOL, Florida Standards, Under Resourced Learners, Marzano, Classroom Management	6400	622	<u>Audio Visual Materials Non-Capitalized</u> AV - Non-capitalized: Staff Development DVD's and videos, - PLC's, ESOL, Learning Focus, ESOL, Florida Standards, Under Resourced Learners, Marzano, Classroom Management	0.000	\$6,099.00
20	Dues and Fees Reimbursement for Completion of coursework for Gifted, ESOL, Literacy, Coaching Endorsement, subject area exams to meet in-filed and HQ state requirements	6400	730	<u>Dues and Fees</u> Reimbursement for Completion of coursework for Gifted, ESOL, Literacy, Coaching Endorsement, subject area exams to meet in-filed and HQ state requirements	0.000	\$34,310.00

21	Membership Fes - ASCD, FASA	6400	730	<u>Dues and Fees</u> Membership Fes - ASCD, FASA	0.000	\$3,000.00
22	Substitues - Substitues necessary to provide classroom coverage for teachers participating in professional development activities	6400	750	<u>Other Personal Services</u> Necessary to provide classroom coverage for teachers participating in professional development activities	0.000	\$50,000.00
23	Indirect Cost @ 5.44	7200	790	<u>Miscellaneous Expenses</u> Indirect Cost @ 5.44	0.000	\$35,316.00
Totals:					4.300	\$690,618.00


DOE 101



Pam Stewart, Commissioner

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FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION

Please return to: Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	A) Program Name: <p style="text-align: center;">Title III Part A Supplementary Instructional Support for English Language Learners</p> <p style="text-align: center;">TAPS NUMBER: 15A104</p>	<p style="text-align: center;">DOE USE ONLY</p> Date Received 								
B) Name and Address of Eligible Applicant: <p style="text-align: center;">School District of Indian River County 1990 25th Street Vero Beach, FL 32960</p>		Project Number (DOE Assigned)								
C) Total Funds Requested: \$ 198,369.44 <hr style="width: 25%; margin-left: 0;"/> <p style="text-align: center;">DOE USE ONLY</p> Total Approved Project: \$	D) Applicant Contact & Business Information <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Contact Name: Alice Blanco</td> <td>Telephone Numbers: 772-564-3093</td> </tr> <tr> <td>Fiscal Contact Name: Alice Blanco</td> <td></td> </tr> <tr> <td>Mailing Address: 1990 25th Street Vero Beach, FL 32960</td> <td>E-mail Addresses: alice.blanco@indianriverschools.org</td> </tr> <tr> <td>Physical/Facility Address: 1990 25th Street, Vero Beach, FL 32960</td> <td>DUNS number: 120754676 FEIN number: 59-6000673</td> </tr> </table>		Contact Name: Alice Blanco	Telephone Numbers: 772-564-3093	Fiscal Contact Name: Alice Blanco		Mailing Address: 1990 25 th Street Vero Beach, FL 32960	E-mail Addresses: alice.blanco@indianriverschools.org	Physical/Facility Address: 1990 25 th Street, Vero Beach, FL 32960	DUNS number: 120754676 FEIN number: 59-6000673
Contact Name: Alice Blanco	Telephone Numbers: 772-564-3093									
Fiscal Contact Name: Alice Blanco										
Mailing Address: 1990 25 th Street Vero Beach, FL 32960	E-mail Addresses: alice.blanco@indianriverschools.org									
Physical/Facility Address: 1990 25 th Street, Vero Beach, FL 32960	DUNS number: 120754676 FEIN number: 59-6000673									
CERTIFICATION I, Frances J. Adams , do hereby certify that all facts, figures, and representations made in this application are true, correct, and consistent with the statement of general assurances and specific programmatic assurances for this project. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited. Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.										
E)	 _____ Signature of Agency Head									



A) _____
 Name of Eligible Recipient:
 B) _____

<p>TAPS Number 15A014</p>

Project Number: (DOE USE ONLY)

FLORIDA DEPARTMENT OF EDUCATION BUDGET NARRATIVE FORM

(1) FUNCTION	(2) OBJECT	(3) ACCOUNT TITLE AND NARRATIVE	(4) FTE POSITION	(5) AMOUNT
5100	101	Supplemental Pay for teachers and teacher assistants, after school and summer programs and family literacy activities. Staff are paid at their district-approved hourly rate. The average hourly rate is \$32 per hour for teachers and \$15 for teacher assistants.	0.1	\$12,000.00
5100	150	Aides Supplemental bilingual paraprofessional to provide additional instructional support to LEA schools with large concentrations of ELL students. This position is in addition to the META Consent Decree requirement of providing staff upon a school enrolling 15 students of the same language group. (Full-time Position to be funded 50% from Title III and 50% from Title I Part A funds)	0.5	\$11,000.00
5100	210	Retirement FRS @ 7.37% (40% of supplemental bilingual paraprofessional/teacher assistant)	0	\$473.00
5100	211	Retirement FRS @7.37% for teachers and teacher assistants, after school and summer programs and family literacy activities. Staff are paid at their district-approved hourly rate. The average hourly rate is \$25 per hour.	0	\$890.00
5100	221	Social Security @ 7.65% for teachers and teacher assistants, after school and summer programs and family literacy activities. Staff are paid at their district-approved hourly rate. The average hourly rate is \$25 per hour.	0	\$1,000.00
5100	220	Social Security FICA @ 7.65 (40% of supplemental bilingual paraprofessional/teacher assistant)	0	\$842.00
5100	230	Group Insurance @ \$5,070 (40% of supplemental bilingual paraprofessional/teacher assistant)	0	\$2,028.00
5100	240	Workers Compensation @ 1.25 (40% of supplemental bilingual paraprofessional/teacher assistant)	0	\$140.00
5100	330	Travel Instructional staff - local and out-of-district travel for instructional staff to attend meetings, workshops, conferences, and meetings; FABES, TESOL,	0	\$2,000.00
5100	360	Rentals: Charter Bus Rental for academic field trips, college visits. The field trips are in addition to district funded field trips (Sea World, Kennedy Space Center, EPCOT, Harbor Branch Oceanographic Institute and college visits to Indian River State College, Florida Atlantic University	0	\$2,000.00
5100	370	Communications: Cost of mailing Title III program information and letters. These costs are supplemental and do not supplant district requirements.	0	\$1,000.00
5100	390	Other Purchased Services: Printing – supplemental printing costs for Title III program information (flyers, resource manuals, parent guides, etc.)	0	\$1,000.00
5100	510	Supplies -Supplemental Materials and Supplies to be used in the after school and summer programs and to supplement ELL student instruction, curriculum and teaching aides, manuals curriculum and teaching aides, headsets, manuals for ELL students that includes but is not limited to National Geographic, Oxford Press, Santillana, Spanish in A Flash, Math CAVS, SRA Readers Theater, Great Source, Novels, vocabulary building materials, differentiated instruction guides, Common Core State Standards resources, dictionaries, Visual Aides (e.g. pictures, posters, flash cards) headsets, supplemental cultural awareness materials.	0	\$6,076.00



(1) FUNCTION	(2) OBJECT	(3) ACCOUNT TITLE AND NARRATIVE	(4) FTE POSITION	(5) AMOUNT
5100	692	Computer Software Non-Capitalized (SONICA, Tell-Me-More, English Discoveries, Rosetta Stone, ZIP, Zoom English, Imagine Learning)	0	\$10,000.00
6120	100	Salaries 2.0 ELL Advocate Specialists (full-time) 196 day contract, supplemental instructional services and advocacy services to ELL students at Vero Beach High School, Sebastian River High School , & Sebastian River Middle School; will provide technical assistance to teachers in developing programs that foster language acquisition and academic achievement and will provide parent outreach; supplemental pay for extended day and summer programs for ELL students. These programs are in addition to local and state funded after school and summer programs.	2	\$95,000.00
6120	210	Retirement @ 7.37% for 2.00 ELL Advocate Specialists (full-time) 196 supplemental instructional services and advocacy services to ELL students at Vero Beach High School, Sebastian River High School and Sebastian River Middle School; supplemental pay for extended day and summer programs for ELL students. These programs are in addition to local and state funded after school and summer programs .	0	\$7,074.00
6120	220	Social Security @ 7.65% for 2.25 ELL Advocate Specialists (full-time) 196 supplemental instructional services and advocacy services to ELL students at Vero Beach High School, Sebastian River High School , & Sebastian River Middle School; supplemental pay for extended day and summer programs for ELL students. These programs are in addition to local and state funded after school and summer programs.	0	\$6,675.00
6120	230	Group Insurance @ \$5,070 for 2.0 ELL Advocate Specialists (full-time) 196 supplemental instructional services and advocacy services to ELL students at Vero Beach High School, Sebastian River High School and Sebastian River Middle School; supplemental pay for extended day and summer programs for ELL students. These programs are in addition to local and state funded after school and summer programs.	0	\$10,140.00
6120	240	Workers Compensation @ 1.25% for 2.0 ELL Advocate Specialists (full-time) 196 supplemental instructional services and advocacy services to ELL students at Vero Beach High School, Sebastian River High School and Sebastian River Middle School; supplemental pay for extended day and summer programs for ELL students. These programs are in addition to local and state funded after school and summer programs.	0	\$1,200.00
6120	330	Travel ELL specialists) local and out-of-district travel and registration fess for ELL staff to attend workshops, conferences, and meetings, including TESOL, NABE, FABES.	0	\$4,000.00
6120	750	Substitute - ELL Advocates; Coverage for personal/medical leave		\$3,000.00
6120	225	FICA- - Substitute - ELL Advocate @ 1.45		\$44.00
6120	240	Worker's Compensation @ 1.25%- Substitutes for ELL Advocates		\$40.00
6120	510	Supplies Supplemental materials and Supplies for ELL Advocates, i.e. books, resource manuals, curriculum guides, lending library materials	0	\$1,806.00
6150	510	Supplies Supplemental materials to support parent engagement of ELL/immigrant parents - including bilingual books, magazines, make-n-take books, paper, pencils, chart paper	0	\$1,921.44
6300	330	Travel - Coordinator Title III and Project Specialist) local and out-of-district travel for ELL staff to attend workshops, conferences, and meetings : FABES, OELA, TESOL, NABE	0	\$3,000.00



(1) FUNCTION	(2) OBJECT	(3) ACCOUNT TITLE AND NARRATIVE	(4) FTE POSITION	(5) AMOUNT
6400	311	Subagreements up to \$25,000 Professional/technical – consultants, ie. Maria Elena Arguelles, Modern Red School House, Academic English language acquisition, Best Practices, Florida Standards, Cultural Awareness	0	\$5,000.00
7200	790	Miscellaneous Expenses Indirect Cost @ 2.0	0	\$4,020.00
7800	790	Miscellaneous Expenses After-school and summer programs and academic field trips, The field trips are in addition to district funded field trips (Kennedy Space Center, Harbor Branch Oceanographic Institute and college visits to Indian River State College, Florida Atlantic University) Costs also include bus driver stipends, gas and bus maintenance	0	\$5,000.00
C) TOTAL				\$198,369.44



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 32ND 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 disposing 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 from August to June of the current 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.
18. Public Records. This Contract is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. Provider acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. Provider shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by the School Board in order to perform the scope of services. Provider shall provide public access to the public records on the same terms and conditions that the School

Board would provide the records and at a cost that does not exceed the cost allowed by law. Provider shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. Provider shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of Provider upon termination or expiration of this Contract. Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board. Notwithstanding any other provision of this Contract to the contrary, failure to comply with this requirement shall result in the immediate termination of the Contract, without penalty to the School Board. Further, Provider shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from Provider's failure to comply with these requirements.

The School Board of Indian River
County, Florida

Provider


By: _____
Carol Johnson, Chairman

By: 
Print Name: Bonita Richardson

Attest:

By: _____
Frances J. Adams, Superintendent

Witness:


Print Name: Camille Baston

Date Approved: _____

Date Approved: 07/22/14

CERTIFICATE OF INSURANCE **ISSUE DATE** 9/18/2013

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).

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
INSURED Bright Beginnings Child Care 4700 32nd Ave Vero Beach, FL 32960	INSURER C:
	INSURER D:
	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	CPS1814748	8/17/2013	8/17/2014	GENERAL AGGREGATE	2,000,000
					PRODUCTS COM/OP AGG.	1,000,000
					PERSONAL & ADV. INJURY	1,000,000
					EACH OCCURRENCE	1,000,000
					DAMAGE PREMIUM 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	CPS1814748	8/17/2013	8/17/2014	BUILDING	125,000
					CONTENTS	50,000
					LOSS OF USE	

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

SURPLUS LINES AGENT VIRGINIA CLANCY LICENSE# A206695
 13677 FEATHERSOUND DRIVE PO BOX 17069 CLEARWATER, FLORIDA 33762

CERTIFICATE HOLDER
 ADDITIONAL INSURED - E.L.C.I. - R.M.O.
 10 SE CENTRAL PKWY SUITE 400
 Stuart, FL 34994

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 9th 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.

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.

School District of Indian River County

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 disposing 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 from August to June of the current 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.
18. Public Records. This Contract is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. Provider acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. Provider shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by the School Board in order to perform the scope of services. Provider shall provide public access to the public records on the same terms and conditions that the School

Board would provide the records and at a cost that does not exceed the cost allowed by law. Provider shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. Provider shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of Provider upon termination or expiration of this Contract. Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board. Notwithstanding any other provision of this Contract to the contrary, failure to comply with this requirement shall result in the immediate termination of the Contract, without penalty to the School Board. Further, Provider shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from Provider's failure to comply with these requirements.

The School Board of Indian River
County, Florida

Provider

By: _____

Carol Johnson, Chairman

By: *Gladys B. Williams*
Print Name: Gladys B. Williams

Attest:

Witness:

By: _____

Frances J. Adams, Superintendent

Camille L. Bator
Print Name: Camille Bator

Date Approved: _____

Date Approved: 06/24/14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2014

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#: L024438

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
FIRST IMPRESSIONS DAY CARE AND PRESCHOOL, LLC.
 4246 31ST AVENUE
 VERO BEACH FL 32967

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 LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	WS184652	08/07/13	08/07/14	EACH OCCURRENCE	\$ 500,000
	<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
	GENTL AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	\$ 500,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 1,000,000
						PRODUCTS - COM/POP AGG	\$ 500,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input 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	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	\$
						E.L. DISEASE-POLICY LIMIT	\$
B		OTHER STUDENT ACCIDENT	SR281881	08/07/13	08/07/14	\$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**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 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 (2008/01) Page 12 of 54

Certificate # 24387

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Consent N- 7/22/2014

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.

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 from August to June of the current 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.
18. Public Records. This Contract is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. Provider acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. Provider shall keep and maintain public

Learning Tracks, LLC. DBA
Tiny Treasure & Learning Nest

FY 2014-15

records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by the School Board in order to perform the scope of services. Provider shall provide public access to the public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost allowed by law. Provider shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. Provider shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of Provider upon termination or expiration of this Contract. Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board. Notwithstanding any other provision of this Contract to the contrary, failure to comply with this requirement shall result in the immediate termination of the Contract, without penalty to the School Board. Further, Provider shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from Provider's failure to comply with these requirements.


The School Board of Indian River

Provider

County, Florida

By: _____

Carol Johnson, Chairman

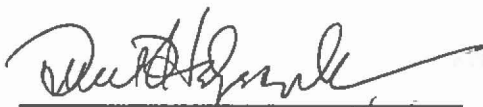
By: 
Print Name: Tibra Parker

Attest:

Witness:

By: _____

Frances J. Adams, Superintendent


Print Name: Donna D. Hedgecock

Date Approved: _____

Date Approved: 6-23-14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2014

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.


INSURED		INSURERS AFFORDING COVERAGE		NAIC #
LEARNING TRACKS, LLC 1088 BARBER STREET SEBASTIAN FL 32958		INSURER A: MARKEL INS CO		38970
		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	ADOL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
A		GENERAL LIABILITY <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	CCG1061675	12/07/13	12/07/14	EACH OCCURRENCE \$ 1,000,000 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 <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 _____	CCA1061676	12/07/13	12/07/14	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 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 EA ACC \$ AUTO ONLY: 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? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> Y <input type="checkbox"/> N				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE-EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE-POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE-EA EMPLOYEE	\$	E.L. DISEASE-POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE-EA EMPLOYEE	\$													
E.L. DISEASE-POLICY LIMIT	\$													
B		OTHER STUDENT ACCIDENT	SRG0009115800	12/07/13	12/07/14	\$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 Attention: 772-589-6974	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 

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 disposing 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 from August to June of the current 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.
18. Public Records. This Contract is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. Provider acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. Provider shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by the School Board in order to perform the scope of services. Provider shall provide public access to the public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost allowed by law. Provider shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. Provider shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of Provider upon termination or expiration of this Contract. Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the

information technology systems of the School Board. Notwithstanding any other provision of this Contract to the contrary, failure to comply with this requirement shall result in the immediate termination of the Contract, without penalty to the School Board. Further, Provider shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from Provider's failure to comply with these requirements.

The School Board of Indian River County, Florida

Provider: Redlands Christian Migrant Association, Inc.

By: _____

By:  _____

Carol Johnson, Chairman

Print Name: Isabel Garcia

Attest:

Witness:

By: _____

 _____

Frances J. Adams, Superintendent

Print Name: Vencil Holmes

Date Approved: _____

Date Approved: 7/22/14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2014

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 Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 Attn: FtLauderdale.CertRequest@marsh	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	18058	
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

518790-Cas-GAWUP-14-15

INSURED
 Redlands Christian Migrant Association
 Attn: Martin Call
 402 W. Main Street
 Immokalee, FL 34142

COVERAGES **CERTIFICATE NUMBER:** ATL-002957105-43 **REVISION NUMBER:** 14

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 INSR	SUBR 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 <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			PHPK1138399	03/01/2014	03/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <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			PHPK1138399	03/01/2014	03/01/2015	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB450761	03/01/2014	03/01/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY 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)
 Re: Whispering Pines CDC located at P.O. Box 399, Fellsmere, FL 32948
 The Early Learning Coalition of Indian River and Martin & Okeechobee Counties, Inc. are included as additional insured where required by written contract with respect to general liability.

CERTIFICATE HOLDER RCMA Whispering Pines CDC P.O. Box 399 Fellsmere, FL 32948	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 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 47th 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 depositing 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 from August to June of the current 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.
18. Public Records. This Contract is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. Provider acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. Provider shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by the School Board in order to perform the scope of services. Provider shall provide public access to the public records on the same terms and conditions that the School

Board would provide the records and at a cost that does not exceed the cost allowed by law. Provider shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. Provider shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of Provider upon termination or expiration of this Contract. Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board. Notwithstanding any other provision of this Contract to the contrary, failure to comply with this requirement shall result in the immediate termination of the Contract, without penalty to the School Board. Further, Provider shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from Provider's failure to comply with these requirements.

The School Board of Indian River
County, Florida

Provider

By: _____
Carol Johnson, Chairman

By: Mercy Ross
Print Name: Mercy Ross

Attest:

By: _____
Frances J. Adams, Superintendent

Witness:

Camille Batory
Print Name: Camille Batory

Date Approved: _____

Date Approved: 07/22/14

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 47th 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 from August to June of the current 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.
18. Public Records. This Contract is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. Provider acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. Provider shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by the School Board in order to perform the scope of services. Provider shall provide public access to the public records on the same terms and conditions that the School

Board would provide the records and at a cost that does not exceed the cost allowed by law. Provider shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. Provider shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of Provider upon termination or expiration of this Contract. Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board. Notwithstanding any other provision of this Contract to the contrary, failure to comply with this requirement shall result in the immediate termination of the Contract, without penalty to the School Board. Further, Provider shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from Provider's failure to comply with these requirements.

The School Board of Indian River
County, Florida

Provider

By: _____
Carol Johnson, Chairman

By: Charlene W Schlett
Print Name: Charlene W Schlett

Attest:

By: _____
Frances J. Adams, Superintendent

Witness:

Camille Bator
Print Name: Camille Bator

Date Approved: _____

Date Approved: 07/22/14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/12/2014

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 Schlitt Insurance Services 1717 Indian River Boulevard Suite 300 Vero Beach FL 32960	CONTACT NAME: Lois Robertson PHONE (A/C No. Ext): (772) 567-1188 FAX (A/C No.): (772) 778-1426 E-MAIL ADDRESS: lois@schlittservices.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company	
INSURED The Tot Spot of Vero Beach, Inc 3705 66th Ave Vero Beach FL 32966	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER NAIC #:	

COVERAGES CERTIFICATE NUMBER: CL1451200942 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CCG2000987000	3/13/2014	3/13/2015	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"/> OCCUP						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-ECT	<input type="checkbox"/> LOC				\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> COB	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 only.

CERTIFICATE HOLDER 564-3077 School District of Indian River County Attn: Camille Batory 1990 25th Street 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 Liz Phillips, AAI/LAR <i>Liz Phillips</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:

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.

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 disposing 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 from August to June of the current 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.
18. Public Records. This Contract is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. Provider acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. Provider shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by the School Board in order to perform the scope of services. Provider shall provide public access to the public records on the same terms and conditions that the School

Board would provide the records and at a cost that does not exceed the cost allowed by law. Provider shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. Provider shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of Provider upon termination or expiration of this Contract. Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board. Notwithstanding any other provision of this Contract to the contrary, failure to comply with this requirement shall result in the immediate termination of the Contract, without penalty to the School Board. Further, Provider shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from Provider's failure to comply with these requirements.

The School Board of Indian River
County, Florida

Provider

By: _____


Carol Johnson, Chairman

Attest:

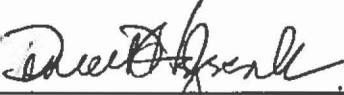
By: _____

Frances J. Adams, Superintendent

Date Approved: _____

By: 
Print Name: Justice Perry

Witness:


Print Name: Donna D. Hedgecock

Date Approved: 6-23-14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2014

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#: LD24438

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
 TLC PRESCHOOL OF SEBASTIAN
 1899 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	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PHPK1042975	08/22/13	08/22/14	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
		GENL 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	PHPK1042975	08/22/13	08/22/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 300,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		GARAGE LIABILITY				OTHER THAN AUTO ONLY: EA ACC	\$
		<input type="checkbox"/> ANY AUTO				AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
		<input type="checkbox"/> Y / <input type="checkbox"/> N				E.L. DISEASE-EA EMPLOYEE	\$
						E.L. DISEASE-POLICY LIMIT	\$
B		OTHER STUDENT ACCIDENT	SRG0009115010	08/22/13	08/22/14	\$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 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

Attention:

ACORD 25 Page 42 of 54

Certificate # 24381

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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 30th 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 disposing 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 from August to June of the current 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.
18. Public Records. This Contract is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. Provider acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. Provider shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by the School Board in order to perform the scope of services. Provider shall provide public access to the public records on the same terms and conditions that the School

Board would provide the records and at a cost that does not exceed the cost allowed by law. Provider shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. Provider shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of Provider upon termination or expiration of this Contract. Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board. Notwithstanding any other provision of this Contract to the contrary, failure to comply with this requirement shall result in the immediate termination of the Contract, without penalty to the School Board. Further, Provider shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from Provider's failure to comply with these requirements.

The School Board of Indian River
County, Florida

Provider

By: _____
Carol Johnson, Chairman

By: *Essie Turner*
Print Name: Essie Turner

Attest:

By: _____
Frances J. Adams, Superintendent

Witness:

Camille Batory
Print Name: Camille Batory

Date Approved: _____

Date Approved: 07/22/14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2014

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 Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Turner's Child Care & Preschool, Inc. DBA Turner's Child Care & Preschool 4666 30th Avenue Vero Beach, FL 32967	INSURER A: Hazleystown Mutual Insurance Company 14168	
	INSURER B: Bridgefield Employers Insurance Company 10701	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: w256382

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL00000029140X	03/25/2014	03/25/2015	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
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB	<input type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$	
	DED \$	RETENTION \$					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			830-43763	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y	N/A				E.L. EACH ACCIDENT \$ 100,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

CERTIFICATE HOLDER

CANCELLATION

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, 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:

WILLIAMS CHILD CARE & PRESCHOOL, INC.

2405 14th 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 disposing 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 from August to June of the current 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.
18. Public Records. This Contract is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. Provider acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. Provider shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by the School Board in order to perform the scope of services. Provider shall provide public access to the public records on the same terms and conditions that the School

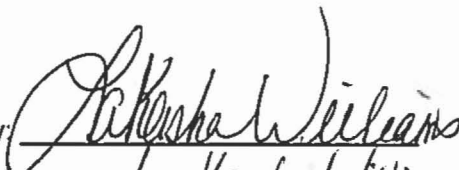
Board would provide the records and at a cost that does not exceed the cost allowed by law. Provider shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. Provider shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of Provider upon termination or expiration of this Contract. Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board. Notwithstanding any other provision of this Contract to the contrary, failure to comply with this requirement shall result in the immediate termination of the Contract, without penalty to the School Board. Further, Provider shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from Provider's failure to comply with these requirements.

The School Board of Indian River
County, Florida

Provider

By: _____

Carol Johnson, Chairman

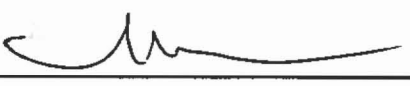
By: 
Print Name: LaKeisha Williams

Attest:

Witness:

By: _____

Frances J. Adams, Superintendent


Print Name: MARGARET DAWSON-BROWN

Date Approved: _____

Date Approved: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2013

PRODUCER Phone: (800) 940-9550 Fax: (407) 857-8737
HUMPHREYS INSURANCE AGENCY, INC.
 1050 HALL ROAD STE. C
 ANDO 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
WILLIAMS CHILD CARE & PRESCHOOL, INC.
 2405 14TH AVENUE
 VERO BEACH FL 32962

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **MARKEL INS CO**

38970

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.

INSURER LTR	ADD'L INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		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	CCG20018503	09/17/13	09/17/14	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						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 <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)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: FA ACC	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>				WC STATU-TORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE-EA EMPLOYEE	\$
						E.L. DISEASE-POLICY LIMIT	\$
B		OTHER STUDENT ACCIDENT	SRG0009115610	09/14/13	09/14/14	\$35,000 MAXIMUM- PRIMARY NO DEDUCTIBLE	

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

CERTIFICATE HOLDER**CANCELLATION**

ADDITIONAL INSURED:
INDIAN RIVER COUNTY SCHOOL BOARD
 90 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:

ACORD 25 (2009/01)

Certificate # 23413

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

Today's Date: June 20, 2014

Policy Number: 5500

Policy Title: Student Conduct

Check one of the following:

New Policy:

Amendment:

Repeal:

I. Summary of Proposed New or Revised Policy:

Purpose of the public hearing is to review and revise the Code of Student Conduct, in compliance with School Board Policy 5500 Student Conduct under Chapter 120 F.S.

II. Estimated Economic Impact: \$ None

III. Referenced Statutes:

Authority: Listed on policy 5500 Student Conduct (F.S.)

Implemented: Listed on policy 5500 Student Conduct (F.S. and/or FSBE)

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

Date Adopted by IRCSB: _____

Date Amended by IRCSB: / /

Date Repealed by IRCSB: / /

V. School Board Authorization:

Action Initiated by: School Board Members

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

Do not write below this line.

School Board Recording Secretary:

- | | |
|-------------------------------------------------|------------------|
| 1. Discussion Agenda Item: | _____ |
| 2. Action Agenda Item – Date for Public Hearing | <u>6-24-2014</u> |
| 3. Legal Notice | <u>6-25-2014</u> |
| 4. Public Hearing/Adopted Date (Action Item) | <u>8-12-2014</u> |

001-95-BRD
REV: 08/2011

Summary of Revisions to the 2014-2015 Code of Student Conduct

Below are the changes recommended by the revision committee as well as revisions to Florida Statutes and School Board Policies:

- Notation of New School Board member Dale Simchick District 2
 - Updated School Calendar to include Modified Instructional Day's
 - Re-aligned Table of Contents
 - COSC Review Committee omissions and additions
 - **Student Responsibilities** – addition in numbering (9.)
 - **Parental Responsibilities**
 - Updated parent rights (6.)
 - Provided link and directions to eSembler for parent/guardian monitoring (7.)
 - Individual schools may address dress code violations/policies with approved SAC. (11.)
 - **Health Services**
 - Rewording of immunization exemptions
 - Moved to parent responsibility to update emergency information to Parent Responsibility Section
 - **Tobacco Free Policy**
 - Insert leading cause of preventable death in Florida
 - Added Pursuant to Board Policy 5512/removed old
 - Revised first, second and third offences
 - **Attendance**
 - Added, parent is to submit a hand written note separate from students agenda
- Patterns of non-attendance**
- Included Florida Statute F.S. 1003.26(1)(b)
 - Moved and rewrote, "When patterns of nonattendance...after Required Documentation for Nonattendance
 - Added numbering (8.)
- Withdrawal from School** - moved

Habitual Truancy and Truancy Court – moved

School Attendance – changed to read Attendance Responsibilities

- Added a box for attendance indicators

• **Dress and Grooming**

- Insert – Modesty is expected
- Rewording, removal of *consequences for violating...* new verbiage at end of Dress and Grooming
- Insert reference to matrix
- Changed NOTE: F.S. 1001.43(1)(b) from “*sixty six and two thirds to fifty percent + 1 (majority vote)*”

• **Search and Seizure**

- Included – *use/misuse of cell phones...* (*addendum deletes this statement*)

• **Bullying and Harassment**

- Moved consequences for Bullying and Harassment
- Added “What is Cyberbullying” and removed “Cyberstalking”
- Moved “Reporting and Investigation” and revised
- Added “Hazing”
- Moved “Gun Free Schools” after Student Conduct Controlled Substances and Alcohol
- Insert revised “Procedures for Reporting Bullying, Cyberbullying, Harassment, Hazing, Dating Violence and Abuse, and Gang Related Activities”

• **Removal, Suspension, and Expulsion of Student**

- Moved and insert “*Homework/Class Work/Make-up Work...*”
- Spelled our SERT

• **Extra-Curricular Activities**

- Moved to after, “Gang Related Activity”

• **Corporal Punishment**

- Moved to end Removal, Suspension, and Expulsion of Student

• **Updates to Matrix**

- Reference Matrix

• **Definitions**

- Insert “Cyberbullying”
- Insert “E-Cigarettes
- Insert “Hazing”

**Addendum to Summary of Revisions to the
2014-2015 Code of Student Conduct**

- **Search and Seizure**
 - **DELETE added sentence which reads (“When use misuse of cell phones/electronic devices is reasonably suspected school officials in coordination with law enforcement may be allowed to search the contents of the devise”.** This is not law when it comes to cell phones and the change is not recommended.
 - **REPLACED DETECTION DOGS W/CANINE SNIFFERS, as per Board Policy 5771.**

- **Updates to Matrix**
 - **Reference Matrix**
 - Alcohol possession place M in column 7 (confiscation of inappropriate item)**
 - Alcohol sale place M in column 7 (confiscation of inappropriate item)**

- **dress and grooming to be in compliance with HB 7029, eliminating the word “firearm” from the current language**
- **while we were going to add additional language, the language is not necessary since it falls under the dress and grooming, existing language**



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 2014-2015~~2013-2014~~

Frances J. Adams, Ed.D.
Superintendent

SCHOOL BOARD

Carol Johnson, Chair
Claudia Jiménez, Vice Chair
Karen Disney-Brombach
Matthew McCain

Dale Simchick~~Jeffrey Pegler~~

Approved on ~~June 25, 2013~~

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 School	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 School	567-6600
North County Charter School.....	794-1941
St. Peter's Academy.....	562-1963
Sebastian Charter Junior High School	388-8838

School Calendar ~~2014-2015~~2013-2014

Teachers In-Service Day.....	Aug. 12
Teacher Workday.....	Aug. 13-14
Teacher Workday; Student Orientation.....	Aug. 15
School Begins.....	Aug. 20 18
Modified Instructional Day; Early Release.....	Aug. 27
No School/Labor Day.....	Sept. 21 21
Modified Instructional Day; Early Release.....	Sept. 25
No School Emergency Day.....	Sept. 26
No School/State/District In-Service Day.....	Oct. 17
No School, Teacher Workday; Inservice Work Day.....	Oct. 14
End 1 st nine weeks.....	Oct. 23 22
Modified Instructional Day; Early Release.....	Oct. 29
Parent Teacher Conferences Begin.....	Oct. 30
Report Cards Distributed	Nov. 3 4
Parent Teacher Conference Night/End	Nov. 6 7
No School; Teachers Off Due to Conferences.....	Nov. 10 8
No School Veteran's Day.....	Nov. 11
Modified Instructional Day; Early Release.....	Nov. 19
Thanksgiving Break	Nov. 24-28 25-29
Winter Break Begins	Dec. 22-Jan 2 Dec. 23
Final Exams; Early Release.....	Jan. 14-16
End of First Semester.....	Jan. 16
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. 19 20
No School, Teacher Workday; Inservice Work Day ...	Jan. 20
Start 2 nd Semester	Jan. 21 21
Report Cards Distributed	Jan. 30 31
Parent Teacher Conferences Begin.....	Feb. 5
Parent Teacher Conference Night/End	Feb. 12 13
No School; Teachers Off Due to Conferences.....	Feb. 13 14
No School/President's Day.....	Feb. 16 17
Modified Instructional Day; Early Release.....	Feb. 25
Modified Instructional Day; Early Release.....	Mar. 25
End of 3rd nine weeks	Mar. 26
Spring Break	Mar. 30-Apr. 3 24-28
End of 3rd nine weeks	Apr. 2
Report Cards Distributed	Apr. 13 14
Modified Instructional Day; Early Release.....	Apr. 29
Modified Instructional Day; Early Release.....	May 22
No School—Emergency Day	Apr. 18
No School; Memorial Day Observed	May 25 26
Final Exams	June 34 34 – June 56 56
End 2 nd Sem.; Last Day for Students.	June 56 56
Graduation - SRHS.....	June 5

Graduation - VBHS	June 6
Graduation - SRHS	June 7
Teacher Workday	June <u>89</u>
Teacher Workday	June <u>910</u>
Report Cards Distributed	June <u>1516</u>

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

Frances J. Adams, Ed.D. - Superintendent

August ~~2013~~2014

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~~2014-2015 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



~~Jeffrey Pegler~~
~~Dale Simchick~~



Matthew McCain



Carol Johnson



Claudia Jimenez

District 1

District 2

District 3

District 4

District 5

"To serve all students with excellence"

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. Dr. Tracy Crawford.....School Social Worker~~

Ms. Robin DappCommunity 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~~
Assistant Principal, Sebastian River Middle School

~~Mrs. Georgann Gergora.....Health Service Coordinator~~

Dr. Bud Gill Principal, Alternative Center for Education

~~Mr. David Green.....Student, Sebastian River Middle School~~

Dr. Christina HayesLead School Psychologist

~~Ms. Karen Hernandez-Rivera.....Teacher, Highlands Elementary~~

~~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 KinsleyAssistant Principal, Gifford Middle School

~~Mr. James Pheneger.....Student, Vero Beach High School~~

~~Mrs. Sheila Lampkin.....Teacher, Sebastian River High School~~

~~Ms. Shawna Pennell.....Teacher, Oslo Middle School~~

~~Mrs. Terilynne Pennington.....Teacher Sebastian River Middle School~~

Mrs. Shelly Potter.....Parent, Vero Beach High SchoolHealth Assistant II

~~Mrs. Tiffany Rooks.....Health Services Coordinator~~

~~Mrs. Michelle Scott.....Teacher, Sebastian River Middle School~~
Ms. Leslie Spurlock.....Community Member
~~Katrena McMahan.....County PTA President~~
~~Mrs. Deborah Marks Raymond.....Administrative Secretary II and SDIRC Parent~~
Dr. Lillian Torres Martinez..... Director, Student Services
~~MrSgt.- Ladell Young.....Indian River County Sherriff's
Department~~

The revision committee met five times to review the recommended changes.

PREFACE

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 School 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 School Board has zero tolerance of violent, disruptive, or inappropriate behavior by its students.

The School Board shall require each student of this District to adhere to the Code of Student Conduct adopted by the School 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.

Note: Throughout this Code, Pincipal means the principal or designee; pincipal means the principal only.

Throughout this Code, Superintendent means superintendent or designee; superintendent means the superintendent only.

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, gender, 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; and
7. have reasonable and fair treatment.

ENGLISH LANGUAGE LEARNERS (ELLs)

The goal for all ELLs in Indian River County schools, is to achieve proficiency in English. 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; ~~and~~
- 8-9. utilize technology in a responsible and respectful manner; and
- 9-10. 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.

PARENTAL RESPONSIBILITIES

It is important that home and school work cooperatively 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 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 speaks 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 be provided information about know what is happening at school. These parent rights are regardless of marital status unless there is a certified copy of the court document stating otherwise 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 an 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 eSemblerSembler located on the District website School District of Indian River County. Registration is a two-step process: go to the district's website, www.indianriverschools.org and follow the instructions. Take the information to your child's school to complete the registration process.~~
- 8-7. Make sure your child arrives at school **on time** every day. (See F.S. 1003.31 below.)
- 9-8. 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.)

- 40-9. 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.
- 41-10. 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. Individual schools may have additional dress code policies that are approved by School Advisory Council (SAC).
- 42-11. Follow through with scheduled conferences and volunteering commitments. If a conflict arises, please notify the school as soon as possible.
- 43-12. 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.
- 44-13. 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

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 non-prescribed (over-the-counter) drugs, preparations, and/or remedies, including herbal products and vitamin supplements. 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 prior to that medication being accepted on campus. 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)** for admission and/or transfer to any public school. IMMUNIZATION EXEMPTIONS MAY ~~ONLY BE OBTAINED FROM PHYSICIANS, CLINICS, OR COMMUNITY PROVIDERS PROVIDING IMMUNIZATIONS, RELIGIOUS EXEMPTIONS CAN ONLY BE OBTAINED FROM~~ THE PUBLIC HEALTH DEPARTMENT. ~~They are~~ This is the responsibility of the parent. 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 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 assistant or district Health Services Coordinator.

TOBACCO FREE POLICY

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.

Pursuant to Board Policy 5512 **All uses of tobacco products in any form including the use of electronic “vapor,” or other substitute forms of cigarettes, clove cigarettes, or other smoking devices are prohibited in all School Board owned properties, facilities, and at any School Board sponsored event, 24 hours a day/365 days a year for students, district personnel, and visitors.**

~~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, confiscate item, report to parent, referral to intervention service if and when appropriate.

Second offense: Verbal reprimand, confiscate item, report to parent, referral to approved tobacco program and/or SRO who may issue a tobacco citation.

Third offense: verbal reprimand, confiscate item, report to parent, detention, mandated referral to approved tobacco program, and SRO will issue a tobacco citation. (See Matrix for additional optional consequences.)

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

Pursuant to Board Policy 5200, school attendance is the direct responsibility of the parent(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.

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 is required to provide a statement of the cause for the absence. The School Board reserves the right to verify such statements and to investigate the cause of each absence. **The parent shall report absences in a hand written note separate from the students agenda writing with their 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 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.

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 or school authorities.

Unexcused absences shall not be grounds for suspension from school.

3. **Tardy and Early Departure from School**

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).

- 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 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 [F.S. 1003.26\(1\)\(b\)](#)
- ten (10) unexcused absences within a 90 calendar day period [F.S. 1003.26\(1\)\(b\)](#).
- excessive excused: (accumulating more than nine excused absences ~~which~~ requires documentation)
- absences which occur in patterns during the semester (~~which~~ requires documentation)
- **~~NOTE: Any-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 Principal when a student may be exhibiting a pattern of nonattendance. The Principal shall refer the case to the school's 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 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 Principal, 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 documentation by the treating a health care provider plan and is 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 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.
- 7-8. For chronically ill students; hospital/homebound instruction may be an option.

Note: When patterns of nonattendance are identified either by the teacher or by the early warning system, the Principal must refer the student to the Multi-tiered System of Supports (MTSS)/individual problem solving team. If the problem solving team determines that interventions are warranted, a meeting with parents must be scheduled to identify potential tiered intervention services and develop a plan, which may include but not limited to a referral to other agencies for family services or other interventions F.S. 1003.26(1)(c).

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 F.S. 1003.01 (8).

If the parent and student do not comply with attempts to enforce school attendance, the Superintendent shall refer the case to the staffing committee, Children in Need of Services/Families in Need of Services (CINS/FINS), pursuant to F.S. 984.12, or file a truancy petition pursuant to the procedures in F.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. The Department of Highway Safety and Motor Vehicles may not issue a driver's license or learner's driver's license to, and shall suspend any previously issued driver's license or learner's driver's license of, any such minor as per F.S. 1003.27 (2)(b). 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).

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 Responsibilities

School attendance is required of all students between the ages of 6 (or turning age 6 before February 1) and 16 unless otherwise exempt by law. **All enrolled students are expected to attend regularly.**

*ATTENDANCE INDICATORS THAT YOU SHOULD KNOW!
96 – 100% Good Attendance, 91 – 95% Risk of Underachievement, 90% Serious Risk
of Underachievement, 85% Serious Concerns*

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 Responsibilities:

- It is the parent'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.

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 licence, a license if they apply for one as per F.S. 322.091 and 1003.27(b).

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 make up all missed work. The type of work will be at the discretion of the teacher.
3. 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 F.S. 1003.01 (8).~~

~~If the parent and student do not comply with attempts to enforce school attendance, the Superintendent shall refer the case to the staffing committee, Children in Need of Services/Families in Need of Services (CINS/FINS), pursuant to F.S. 984.12 or file a truancy petition pursuant to the procedures in F.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

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. 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.

Responsibility for the dress and appearance of students rests primarily with the parents; they are expected to monitor student dress before leaving home. The school will contact parents to communicate continued dress code violations.

Modesty is expected. ~~The~~ The Principal 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; using progressive disciplinary measures that are applicable 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.)~~

The school functions in *loco parentis* 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.

- 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.
- 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.
- No holes will be allowed in clothing above the knees.
- Hoods, headphones*, ear buds*, hair picks, combs, do rags, stocking caps, bandanas, scarves, towels and other headgear are prohibited. Hats and sunglasses may be worn 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.
- Trench coats are prohibited.
- Certain courses may have a more specific dress code.

*unless otherwise approved for instructional purposes

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 shall call parent/guardian and send a written letter of in-school suspension and ineligibility to participate in extracurricular activities.

See matrix for additional consequences that may apply.

NOTE: F.S. 1001.43(1)(b) authorizes the School 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 schools 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-fifty~~ percent + 1 (majority vote) in favor of the proposition, then the requirement for a uniform or restrictive dress code shall be established and enforced at that school.

~~Additional Dress and Grooming practices established beyond the scope of the Code of Student Conduct are established in collaboration with the School Advisory Committee (SAC). Upon SAC approval of additional practices, parents must be notified in writing.~~

~~The notice will include at a minimum:~~

- ~~• A clear description of the expectations.~~
- ~~• Disciplinary consequences that are in alignment with the Code of Student Conduct Matrix.~~

~~These measures are published on the Schools Web site and available for parent and student review.~~

AUTHORITY OF SCHOOL STAFF

Florida school laws grant principals, assistant principals, 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 when appropriate. Before a student will be returned to the class, due process procedures will be followed. The teacher has the authority not to take back the student who was removed until the placement review is held. At the placement review, an alternative setting may be recommended. The school bus driver has the authority to remove the student from the bus. A discipline referral form must be completed and submitted to the Principal.

Note: **F.S. 1003.32 and 1006.11** authorizes 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. 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 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 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 may conduct a warrantless search of a student's possessions, locker, 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](#) ~~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](#) ~~Breathalyzer~~ or drug test. [When use/misuse of cell phones/electronic devices is reasonably suspected school officials in coordination with law enforcement may be allowed to search the contents of the device](#) 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 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 Board Policy 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 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.

WIRELESS COMMUNICATION DEVICES (WCDs)

Definition: A "wireless communication device" includes computers, tablets, (e.g., iPads and similar devices), electronic readers ("e-readers"; e.g., Kindles and similar devices), cell phones, (e.g., mobile/cellular telephones, smartphones (e.g., Blackberry, iPhone, Android devices, Windows Mobil devices, etc.), telephone paging devices (e.g., beepers or pagers), and/or other web-enabled devices of any type. ~~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) (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.** 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.) 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 may authorize the use of electronic devices as defined above during non-instructional time, before school and during lunch. 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 School 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.

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 a registered sex offender. "Sexting" is a misuse of cell phones/electronic devices.

NOTE: Students are prohibited to use School 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 [29-31](#) 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

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 School 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 School District;
- B. during any school-related or school-sponsored program or activity or on a school bus of the School District; or
- C. through the use of data or computer software that is accessed through a computer, computer system, or computer network of the School District.

This policy has been developed in consultation with School 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, School 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 Cyberbullying?

According to Title XLVIII of the K-20 Education Code in the Florida state statute F.S. 1006.147(b) "Cyberbullying" means bullying through the use of technology or any electronic communication, which includes, but is not limited to, any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo electronic system, or photo optical system, including, but not limited to, electronic mail, Internet communications, instant messages, or facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person, or the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in the definition of bullying. Cyberbullying also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in the definition of bullying.

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 Board Policy 5517.01.

DATING VIOLENCE AND ABUSE

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.

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**.

HAZING

Hazing activities of any type are inconsistent with ~~the~~and disruptive to the educational process, and are prohibited at any time in school facilities, on school property, and/or off school property, if the misconduct is connected to activities or incidents that have occurred on school property in accordance with Board Policy 5516.

"Hazing" includes, but is not limited to:

(a) Pressuring, coercing, or forcing a student into:

1. Violating state or federal law;
2. Consuming any food, liquor, drug, or other substance; or
3. Participating in physical activity that could adversely affect the health or safety of the student.

(b) Any brutality of a physical nature, such as whipping, beating, branding, or exposure to the elements.

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.021, 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.**~~

STUDENT CONDUCT VIOLENT CRIMES AND VICTIMIZATION

The School Board has a student conduct policy for crimes committed on campus, during any school sponsored event, or crimes which have a nexus to school operations of the School 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. The Board's Policies, 5500, 5605, and 5605a may be viewed in their entirety on-line at: www.indianriverschools.org.

Procedure for Reporting Bullying, Cyberbullying, Harassment, Hazing, Dating Violence and Abuse, and Gang Related Activities

The Board designates the principal as the person responsible for receiving all complaints. Any student or student's parent/guardian who believes s/he has been a victim of any of the above acts should immediately report the situation to the school principal. Should an act occur during non-school hours it may be reported to a law enforcement agency.

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. Disciplinary action may follow these acts after formal investigations are completed.

A victim of the above acts, or anyone who witnesses an act, and has credible information, may utilize the No Go Tell reporting procedures. For example:

- o **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."
- o **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.
- o **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.
 - o Report the incident:
 - To an adult;
 - In writing, or;
 - Anonymously (put in the "Comments" box in the school office).
 - o If bullying occurs after school hours, report it to your local enforcement agency or notify your SRO when returning to school.
 - o 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.

- Utilize the universal web based reporting system on your School and/or District of Indian River County website www.indianriverschools.org.
- Utilize reporting boxes that are placed in:
 - Health room
 - Guidance Offices/Student Support Specialist Offices
 - Library
 - Main Office
- Forms located with said boxes or may be downloaded from the SDIRC website
- Contact local law enforcement if an act occurs after school hours.

Consequences for Bullying, Cyberbullying, Harassment, Hazing, Dating Violence and Abuse, and Gang Related Activities consequences and appropriate remedial action for students who commit acts of Bullying, Cyberbullying, Harassment, Hazing, Dating Violence and Abuse, and Gang Related Activities 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 (See matrix)

STUDENT CONDUCT CONTROLLED SUBSTANCES AND ALCOHOL

It is the intent of the Indian River County School Board and Administration to make very clear that 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.

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.

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 School~~

~~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 School 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 School 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 School District property or persons in the School District or whose behavior presents an on-going threat of disrupting the educational process provided by the School District.
- B. "Suspension" shall be the temporary exclusion of a student from the School 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 School 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 School 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 School Board.
- H. In the case of students in exceptional education classes, please refer to the Special Programs and Placement Plan for Exceptional Student Education.

Homework/Class Work/Make-up Work due to Out of School Suspension

- 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 make up all missed work. The type of work will be at the discretion of the teacher.
- 3. 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.

Provision for Academic Make-up Work Concerning Suspensions

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 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 School 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 School 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.

The School 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 School District.

The School Board will hear the appeal of an expulsion.

SERT PROCESS Suspension Expulsion Review Team (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 hearing and the parent /guardian will be notified of their right to appear request at the expulsion 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 School District's disciplinary procedures.

To better ensure appropriate due-process is provided a student, the School 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 School 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 School Board shall act on any recommended expulsion by the School Board's hearing officer.

All meetings of the School Board's hearing officer and of the School 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 School Board's hearing officer and the School 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 School Board at least three (3) business days before the student disciplinary meeting so that the School 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 School 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 School 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.

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.

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 School 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.

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.

CORPORAL PUNISHMENT

The School Board of Indian River County prohibits the use of corporal punishment.

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 School 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 [29-3031-32](#).)

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 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	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.
122	Aiding and abetting	M	O		O											O	O	O	O	O	O	O	O	
22P	Alcohol possession*	M						M			O	O							M	M	M	M	M	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.
22S	Alcohol sale*	M						M			O	O							M	M	M	M	M	
22U	Alcohol use*	M										O							M	M	M	M	M	
145	Arson (district)	M				O				O	O	O				O	O	M	O	O	O	O	O	
033	Arson*	M								O	O	O							M	M	M	M	M	
123	Assault	M			O															O	O	O	O	
055	Battery*	M																	M	M	M	M	M	
168	Battery (district)	M																O	O	O				
146	Battery on a staff member or any visitor*	M																	M	O	O	O	O	
126	Bomb threat* (threat assessment)	M																	M	M	M	M	M	
034	Breaking and entering/burglary*	M																	M	O	O	M	M	
147	Bullying*	M	O	O	O	M			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					
069	Continuation of mid-range infractions	M	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					
127	Contraband	M	O	O	O	O		M	O								O	O	O	O				
128	Cyberbullying (district)	M	O	O	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					
156	Disruption	M	O	O	O	O			O		O	O	O		O	O	O	O						
149	Disruption on campus - major*	M											O						M	O	O	M	M	
036	Dress code violation	M	O	O	O	O	M	O	O			O	O			O	O	O						
71D	Drug distribution (excluding alcohol)*	M						M				O							M	M	M	M	M	
71P	Drug paraphernalia possession*	M						M				O							M	M	M	M	M	
70P	Drug possession(excluding alcohol)*	M						M				O							M	M	M	M	M	
71S	Drug sale (excluding alcohol)*	M						M				O							M	M	M	M	M	
70U	Drug use(excluding alcohol)*	M						M				O							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	O	
131	False accusations against staff member	M							O			O								O	O	O	O	
126	False alarms*	M								O										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	Fighting*	M											O	O					M	O	O	O	M	
113	Gambling	M	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	
134	Harassment (aggravated)*	M	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	
108	Homicide*	M																		M	M	M	M	
163	Inappropriate behavior	M	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					

CONSEQUENCES
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. Work detail
15. Friday/Saturday detention, reassignment of consequences
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

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
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
164	Inappropriate display of affection	M	O	O	O	O			O		O	O	O	O	O	O	O	O						<p>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.</p> <p>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.</p>
109	Kidnapping*	M																	M		M	M	M	
137	Lack of supplies	M	O	O	O	O			O		O				O	O	O							
153	Larceny/theft (over \$300)*	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	Off-campus felony arrest with petition filed by State Attorney**	M															O	O	O	O			M	
007	Open defiance/insubordination	M	O	O	O	O			O		O	O					O	O	O	O				
111	Other major*	M																	M		M	M	M	
138	Parking/driving offense	M	O	O	O	O							M			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	Production and/or distribution of obscene/ inappropriate 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	Robbery*	M							M										M		M	M	M	
169	Sexting	M	O	O	O	O			M				O				O	O	O	O	O	O	O	
104	Sexual battery*	M																	M		M	M	M	
030	Sexual harassment*	M	O	O	O	O					O	O							M	O	O	O	O	
160	Sexual misconduct (district)	M							O		O	O							M	O	O	O	O	
105	Sexual offense/misconduct (other)*	M										O	O						M	M	O	M	M	
161	Skipping	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	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	O	O	O	
028	Threat/intimidation (must have all 3 elements: fear, intent, capability)*	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	Tobacco/E-Cigarettes 17 yrs or under* (follow progressive consequences)	M	O	O	O	O			M	O			O	O			O	O	O	O	O	O	O	
103	Tobacco/E-Cigarettes 18 yrs or over	M	O	O	O	O			M				O	O			O	O	O	O	O	O	O	
040	Trespassing*	M																O	O	O	O	O	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			M	O							O	O	O	O	O	O	O	
032	Vandalism/property damage (\$1000 or more)*	M			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	
060	Violation of Acceptable Use Policy	M	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	Violation of stipulated order in lieu of expulsion	M															O	O	O	O	O	O	M	
027	Weapons possession*	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	Wireless communication devices (WCDs)	M				O			O	O	O					O	O	O	O	O	O		O	

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) - Individual Problem Solving Team
12. Revoke parking decal or tow away vehicle
13. Teacher/Student schedule change
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

* Tardy must be referred to MTSS when it becomes a pattern

*Bolted infractions are School Environmental Safety Incident Reporting (SESIR Code)
 **May refer to alternative placement until court ruling

M = MANDATORY CONSEQUENCES O = OPTIONAL CONSEQUENCES

DEFINITIONS

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 part 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 false 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/actives-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 onto campus or to a school sponsored event any dangerous or disruptive item.

Cyberbullying means bullying through the use of technology or any electronic communication, which includes, but is not limited to, any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo electronic system, or photo optical system, including, but not limited to, electronic mail, Internet communications, instant messages, or facsimile communications.

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.

E-Cigarettes – An electronic cigarette, personal vapor, personal vaporizer, or electronic nicotine delivery system that is a battery powered device which simulates tobacco smoking by producing a vapor that resembles smoke.

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 -6-12) "Hazing" means any action or situation that endangers the mental or physical health or safety of a student at a school with any of grades 6 through 12 for purposes including, but not limited to, initiation or admission into or affiliation with any organization operating under the sanction of a school with any of grades 6 through 12. Section 1006.63, Florida Statutes.

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.

Parent For the purpose of this Code, parent also includes legal guardian.

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).

Principal Pincipal means principal or designee; pincipal means the principal only.

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.

Superintendent Superintendent means the superintendent or designee; superintendent means the superintendent only.

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 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



Sign and return to your child's school



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 referenced 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.

_____ ID#: _____
Student Name (Print) School

_____ DOB: _____
Student Signature Date

_____ Cell ph. # _____
Parent/Guardian Name (Print) Date

_____ Date
Parent/Guardian Signature

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 / guardian of a student in Indian River County School District, I hereby grant the School Board of Indian River County, Florida, and its officers and employees, permission to photograph and/or record my student while involved in any and all school activities.

I understand that my student's photograph, name (both verbally and in print), face, likeness, voice, and appearance contained in such media productions may be used for purposes including but not limited to public service announcements, professional development, school publicity, and other programs shown to the school community and the general public, and may appear in newspapers, on television, on District and public websites, in District publications (such as school yearbooks, school newspapers, class

Sign and return to your child's school

pictures), and other communication tools inside and outside the District. Unless indicated by checking the box below,

I **WILL** allow my student to be photographed and/or recorded 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, and in the high school guidance offices.

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, and in the high school guidance offices.~~

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**FLORIDA DEPARTMENT OF EDUCATION
BUDGET DESCRIPTION FORM -
IDEA Part B, Preschool 2014-2015**

A) NAME OF ELIGIBLE RECIPIENT: Indian River County District School Board
B) Project Number (DOE USE ONLY): 310-2675A-5CP01

E) TAPS
Number
15C002

count	Function Object		Account Title and Description	FTE	Amount
1	N/A	5200 100	<u>Salaries</u> Salary for 0.6 Pre-K Coordinator to provide services to Pre-K students with disabilities and .5 SLP for Child Find activities for students with disabilities	1.100	\$65,969.00
2	N/A	5200 210	<u>Retirement</u> Retirement for PK Coordinator and PK SLP	0.000	\$4,862.00
3	N/A	5200 220	<u>Social Security</u> Social Security for PK Coordinator and PK SLP	0.000	\$5,047.00
4	N/A	5200 230	<u>Group Insurance</u> Health Insurance for PK Coordinator and PK SLP	0.000	\$5,577.00
5	N/A	5200 240	<u>Workers Compensation</u> Worker's Compensation PK Coordinator and PK SLP	0.000	\$825.00
6	I-2	5200 331	Transportation of Pre-K Students With Disabilities (SWD) to therapy sites. Pre-K SWD who do not qualify for Full Time services will receive Part Time services for Speech, Language, or other developmental delays at district designated sites. The students will be transported from and returned to their community preschool or residence if it is a hardship for the parents to transport the students themselves	0.000	\$400.00
7	N/A	5200 510	<u>Supplies</u> Instructional supplies for preschool students with disabilities including Specialized curriculum, manipulatives for developmentally appropriate activities, and small instructional consumable supplies.	0.000	\$521.00
8	N/A	5200 640	<u>Furniture, Fixtures and Equipment</u> Purchase of specialized preschool sized furniture, Therapeutic equipment and booster seats as well as touch-screen computers for use by Pre-K students with disabilities.	0.000	\$500.00
9	N/A	5200 690	<u>Computer Software</u> Purchase of developmentally appropriate interactive computer software for use by Pre-K students with disabilities.	0.000	\$500.00
10	N/A	5200 7500	Supplemental substitutes Teacher Assistants/Self Care Aides to provide additional classroom assistance to support classroom staff beyond district-supported positions. e.g. medical procedures, functional behavioral applications, and/or specific curricular instruction to the SWD.	0.000	\$800.00
11	N/A	6140 100	<u>Salaries</u> Salary for Child Find psychological services for Pre-K students with disabilities.	0.250	\$13,564.00
12	N/A	6140 1010	Supplemental salaries for psychologist to complete psychological assessments to work beyond contractual hours, after-school and	0.000	\$1,517.00

				after the contractual end of the school year to insure Child Find activities.		
13	N/A	6140	210	<u>Retirement</u> Retirement for PK psychologist	0.000	\$1,000.00
14	N/A	6140	220	<u>Social Security</u> Social Security for PK psychologist	0.000	\$1,038.00
15	N/A	6140	230	<u>Group Insurance</u> Health Insurance for PK psychologist	0.000	\$1,268.00
16	N/A	6140	240	<u>Workers Compensation</u> Worker's Compensation PK psychologist	0.000	\$170.00
17	N/A	7200	790	<u>Miscellaneous Expenses</u> Indirect Costs (5.67% = rate)	0.000	\$6,165.00
Totals:					1.350	\$109,723.00

Totals:

Code	Description	Total
I-2	Proportionate Share for Services to Parentally Placed Private School Children	\$400.00
	Total	\$400.00

DOE 101



Pam Stewart, Commissioner

**FLORIDA DEPARTMENT OF EDUCATION
BUDGET DESCRIPTION FORM -
IDEA Part B, Entitlement 2014-2015**

A) NAME OF ELIGIBLE RECIPIENT: **Indian River County District School Board**
 B) Project Number (DOE USE ONLY): **310-2635A-5CB01**

E) TAPS Number 15C001

count	Function	Object	Account Title and Description	FTE	Amount
1	N/A	5200	100 <u>Salaries</u> 100% Salary for 75 teacher assistants for students with disabilities receiving ESE services for greater than 80% of the school day.	75.000	\$1,566,325.00
2	I-2	5200	100 <u>Salaries</u> Proportionate Share-Salary for 0.2 Program Specialist, 0.3 Resource Specialist to monitor and consult with private schools regarding accommodations and behavioral needs of SWD, writing Individual Service Plans for SWD, and consulting on parent conferences regarding specific needs of students with disabilities.	0.500	\$36,830.00
3	N/A	5200	1010 Supplemental extra-hour pay for teacher and teacher assistants working beyond contractual hours; after school and ESY programs to provide specialized behavioral and academic supportive programming to augment school year programming as per the students' IEP's beyond district-supported positions.	0.000	\$30,000.00
4	I-2	5200	210 <u>Retirement</u> Proportionate Share-Benefits	0.000	\$2,714.00
5	N/A	5200	210 <u>Retirement</u> Benefits for teacher assistants for students with disabilities	0.000	\$115,438.00
6	N/A	5200	220 <u>Social Security</u> Benefits for teacher assistants for students with disabilities	0.000	\$119,824.00
7	I-2	5200	220 <u>Social Security</u> Proportionate Share-Benefits	0.000	\$2,817.00
8	I-2	5200	230 <u>Group Insurance</u> Proportionate Share-Benefits	0.000	\$2,535.00
9	N/A	5200	230 <u>Group Insurance</u> Benefits for teacher assistants for students with disabilities	0.000	\$380,250.00
10	N/A	5200	240 <u>Workers Compensation</u> Benefits for teacher assistants for students with disabilities	0.000	\$19,579.00
11	I-2	5200	240 <u>Workers Compensation</u> Proportionate Share-Benefits	0.000	\$460.00
12	N/A	5200	310 <u>Professional and Technical Services</u> District and Charter School Instructional-Contractual Salaries including: Behavioral interventions for Students With Disabilities (SWD) from private industry behavior analysts specifically trained and specializing in low incident populations such as Autism, Other Health Impaired, and Cognitively Impaired populations of students manifesting injurious and self-injurious behaviors; mental health professionals to provide intensive short term therapeutic interventions to any SWD but specifically to EBD students	0.000	\$26,000.00

				manifesting homicidal or suicidal ideations; Physical Therapy services to SWD and Hearing Impaired Interpreters; and staff development in behavioral training for Teacher Assistants to augment the principles of functional behavioral analysis techniques and strategies utilized in highly structured programs for SWD.		
13	N/A	5200	330	<u>Travel</u> Travel costs for Hospital Homebound and Home-Based services to ESE students to insure a Free and Appropriate Public Education.	0.000	\$2,858.00
14	N/A	5200	510	<u>Supplies</u> District and Charter School Supplies for students with disabilities including supplemental books, specialized curricula (Unique Skills/SMILE) and consumable small instructional supplies.	0.000	\$41,961.00
15	N/A	5200	620	<u>Audio Visual Materials (Non-consumable)</u> District and Charter School Audio-Visual (AV) materials including classroom FM systems for Students With Disabilities (SWD) identified with Learning Sensory Deficits and other Health Impaired students manifesting Tourette's Syndrome, ADD & ADHD, and Dual Sensory Impairments as well as Picture talking devices for SWD manifesting integrated Speech and Language deficits including Dyna Vox, I-Pads & other touch Pads, and Smart Boards, in addition to talking books and visual magnifiers.	0.000	\$15,000.00
16	N/A	5200	642	<u>Furniture, Fixtures and Equipment Non-Capitalized</u> District and Charter School Furniture for students with disabilities including adjustable desks/tables/chairs and specialized OT/PT equipment.	0.000	\$1,000.00
17	N/A	5200	644	<u>Computer Hardware Non-Capitalized</u> District and Charter School computer/scanning hardware to digitize student records for SWD. Replacement of out dated Lap Top and Desk Top computers/printers.	0.000	\$6,000.00
18	N/A	5200	691	<u>Computer Software Capitalized</u> District and Charter School Computer software for digitizing student records for SWD. Additionally, speech to text and text reading software.	0.000	\$15,000.00
19	N/A	5200	7500	Substitutes Teacher Assistants/Self Care Aides to provide additional classroom assistance to support classroom staff beyond district-supported positions. e.g. medical procedures, functional behavioral applications, and/or specific curricular instruction to the SWD.	0.000	\$5,000.00
20	I-2	6140	100	<u>Salaries</u> Proportionate Share-0.75 School Psychologist salary for psychological services including counseling, case management, writing behavior plans, and consultation with teachers regarding the needs of students with disabilities for private schools,	0.750	\$40,691.00
21	N/A	6140	100	<u>Salaries</u> 35% of all (11) Psychologist salaries for psychological services including initial evaluations, reevaluations, counseling, case management, behavioral data collection, writing behavior plans, and consultation with teachers regarding the needs of students with disabilities	3.850	\$168,493.00
22	N/A	6140	1010	Supplemental extra-hour pay for psychologists working beyond contractual hours; after school and beyond the contractual school year to provide behavioral supportive and ESE department programming.	0.000	\$5,000.00

23	N/A	6140	210	<u>Retirement</u> Benefits for above psychologists	0.000	\$12,418.00
24	I-2	6140	210	<u>Retirement</u> Proportionate Share Psychologist Benefits	0.000	\$2,999.00
25	I-2	6140	220	<u>Social Security</u> Proportionate Share Psychologist Benefits	0.000	\$3,113.00
26	N/A	6140	220	<u>Social Security</u> Benefits for above psychologists	0.000	\$12,890.00
27	N/A	6140	230	<u>Group Insurance</u> Benefits for above psychologists	0.000	\$17,745.00
28	I-2	6140	230	<u>Group Insurance</u> Proportionate Share Psychologist Benefits	0.000	\$3,803.00
29	I-2	6140	240	<u>Workers Compensation</u> Proportionate Share Psychologist Benefits	0.000	\$509.00
30	N/A	6140	240	<u>Workers Compensation</u> Benefits for above psychologists	0.000	\$2,106.00
31	N/A	6300	100	<u>Salaries</u> Salary for SWD instructional support personnel to include 5.25 Program Specialists and 35% of all (23) Student Support Specialists to provide programatic and behavioral support to students with disabilities, their parents, and their teachers.	13.300	\$849,076.00
32	I-1	6300	100	<u>Salaries</u> Salary for 100% of One (1) Coordinated Early Intervening Service (CEIS) Student Support Curriculum Specialist to provide Tier II & Tier III curricular support to students. The Student Support Curriculum Specialist will assist MTSS teams to design, implement and monitor strategies to struggling general education students while supporting classroom teachers and the students' parents/guardians in a coordinated effort to facilitate grade level achievement.	1.000	\$59,070.00
33	N/A	6300	1010	Supplemental extra-hour pay for Student Support Specialists and Program Specialists working beyond contractual hours; after school and ESY programs to provide specialized behavioral supportive and ESE department programming to augment school year programming.	0.000	\$5,000.00
34	I-1	6300	210	<u>Retirement</u> Benefits for (CEIS) Student Support Curriculum Specialist	0.000	\$4,353.00
35	N/A	6300	210	<u>Retirement</u> Benefits for SWD instructional support personnel	0.000	\$62,577.00
36	N/A	6300	220	<u>Social Security</u> Benefits for SWD instructional support personnel	0.000	\$64,955.00
37	I-1	6300	220	<u>Social Security</u> Benefits for (CEIS) Student Support Curriculum Specialist	0.000	\$4,519.00
38	I-1	6300	230	<u>Group Insurance</u> Benefits for (CEIS) Student Support Curriculum Specialist	0.000	\$5,070.00
39	N/A	6300	230	<u>Group Insurance</u> Benefits for SWD instructional support personnel	0.000	\$67,431.00
40	N/A	6300	240	<u>Workers Compensation</u> Benefits for SWD instructional support personnel	0.000	\$10,613.00
41	I-1	6300	240	<u>Workers Compensation</u> Benefits for (CEIS) Student Support Curriculum Specialist	0.000	\$738.00
42	N/A	6300	310	<u>Professional and Technical Services</u> Consultant agreement/Contractual Services for Psychological/data collection/program monitoring services including initial evaluations, reevaluations, case management, and	0.000	\$750.00

				consultation with teachers regarding the needs of students with disabilities.		
43	N/A	6400	1010	Supplemental extra-hour pay for teacher, teacher assistants, and support staff working beyond contractual hours; after school and beyond the contractual school year for specialized behavioral, academic, and/or medical supportive Training.	0.000	\$5,000.00
44	N/A	6400	310	<u>Professional and Technical Services</u> Consultant/contractual agreement to provide intensive training services for staff servicing SWD. (e.g. SRA, Foundations, Wonderworks, SMART Technology, etc.)	0.000	\$5,000.00
45	N/A	7200	790	<u>Miscellaneous Expenses</u> Indirect Costs (5.67% rate)	0.000	\$230,122.00
46	N/A	7300	100	<u>Salaries</u> Salary for full time District level clerical assistant position to monitor compliance records for students with disabilities in district and charter schools.	1.000	\$24,694.00
47	I-2	7300	100	<u>Salaries</u> Proportionate Share for .8 Salary for part time District level clerical assistant position to monitor compliance records for students with disabilities in private schools.	0.800	\$19,661.00
48	I-2	7300	210	<u>Retirement</u> Proportionate Share-Benefits for district clerical assistant to monitor compliance records for students with disabilities in private schools.	0.000	\$1,449.00
49	N/A	7300	210	<u>Retirement</u> Benefits for district clerical assistant to monitor compliance records for students with disabilities.	0.000	\$1,820.00
50	N/A	7300	220	<u>Social Security</u> Benefits for district clerical assistant to monitor compliance records for students with disabilities.	0.000	\$1,889.00
51	I-2	7300	220	<u>Social Security</u> Proportionate Share-Benefits for district clerical assistant to monitor compliance records for students with disabilities in private schools.	0.000	\$1,504.00
52	I-2	7300	230	<u>Group Insurance</u> Proportionate Share-Benefits for district clerical assistant to monitor compliance records for students with disabilities in private schools.	0.000	\$5,070.00
53	N/A	7300	230	<u>Group Insurance</u> Benefits for district clerical assistant to monitor compliance records for students with disabilities.	0.000	\$5,070.00
54	I-2	7300	240	<u>Workers Compensation</u> Proportionate Share-Benefits for district clerical assistant to monitor compliance records for students with disabilities in private schools.	0.000	\$246.00
55	N/A	7300	240	<u>Workers Compensation</u> Benefits for district clerical assistant to monitor compliance records for students with disabilities.	0.000	\$554.00
Totals:					96.200	\$4,095,589.00

Totals:

Code	Description	Total
I-1	Coordinated Early Intervening Services (CEIS)	\$73,750.00
I-2	Proportionate Share for Services to Parentally Placed Private School Children	\$124,401.00
	Total	\$198,151.00

DOE 101



Pam Stewart, Commissioner

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School District of Indian River County

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

Frances J. Adams, Ed.D.
Superintendent

CHARGING LETTER

June 24, 2014

Ms. Beatrice Anderson
3816 44th Place
Vero Beach, FL 32967

Via: Hand Delivery

Dear Ms. Anderson:

This letter charges you with acts or the failure to act when you had a duty to act as an employee of the School District of Indian River County, Florida ("the District"). These acts or omissions disqualify you from being employed with the District and constitute just cause for you to be terminated from your position with the District. This correspondence will give you notice of the procedures that will be followed to terminate your employment.

I will recommend at the School Board meeting on July 22, 2014, that your employment with the District be terminated effective July 23, 2014. The School Board meeting will be held at the offices of the School Board of Indian River County, 1990 25th Street, Vero Beach, Florida, and the meeting commences at 6:00 p.m.

Pursuant to School Board policy 4140, my recommendation that you be discharged from employment is based on the fact that your acts or omissions disqualify you from being employed in the District and provide just cause for terminating your employment. Specific examples include, but are not limited to:

Failing to use acceptable disciplinary procedures when dealing with the discipline of students assigned to your bus route.

Violating School Board policy 4210, Standards of Ethical Conduct, while acting as a support employee for the school district in the discipline of students assigned to your bus route.

- Failing to make a reasonable effort to protect students from conditions that could be harmful to the student's mental and/or physical health, and
- Exposing students to unnecessary embarrassment and/or disparagement.

"Educate and inspire every student to be successful"


Karen Disney-Brombach • Dale Simchick • Matthew McCain • Carol Johnson • Claudia Jiménez
District 1 District 2 District 3 District 4 District 5

Due to the violation of Board policy, termination is the only alternative for the school district.

You have the right to obtain representation of your choice to assist you if you should desire representation. You also have such rights as are set out in the Collective Bargaining Agreement with Communication Workers of America regarding your termination from employment.

If you have any questions concerning this matter or the procedures that are being followed regarding my recommendation that your employment be terminated, please contact School Board Attorney Suzanne D'Agresta at the law offices of Brown, Garganese, Weiss & D'Agresta, P.A., 111 North Orange Avenue, Suite 2000, P.O. Box 2873, Orlando, Florida 32802, or call Mrs. D'Agresta at (407) 425-9566, or have your attorney or other representative contact Mrs. D'Agresta.

Sincerely,



Frances J. Adams, Ed.D.
Superintendent

Cc: Bill Fritz, Assistant Superintendent for Human Resources
Denise S. Roberts, Executive Director for Human Resources
Suzanne D'Agresta, School Board Attorney
George Millar, Director of Transportation

The School Board of Indian River County
Bylaws & Policies

Unless a specific policy has been amended and the date the policy was revised is noted at the bottom of that policy, the bylaws and policies of The School Board of Indian River County were adopted on August 13, 2013.

4140 - SUSPENSION OR DISMISSAL OF SUPPORT STAFF

Upon recommendation of the Superintendent, an employee may be suspended from duty by the Board. The Superintendent shall have the authority to suspend school employees during emergencies for a period extending to and including the day of the next regular or special meeting of the Board and notify the Board immediately of such suspension.

In the case of a suspension without pay, an affected employee shall be entitled to a hearing on the charges as to why the employee was suspended without pay. Said hearing shall be upon reasonable notice by the Superintendent.

No member of the staff may be dismissed except by action of the Board.

Any suspension or dismissal shall be as prescribed by law.

The Superintendent shall determine the nature and effective date of the suspension or termination.

Bargaining unit members should refer to the collective bargaining agreement with regard to suspension or dismissal.

F.S. 1012.22, 1012.27, 1012.40

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**The School Board of Indian River County
Bylaws & Policies**

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4210 - STANDARDS OF ETHICAL CONDUCT

An effective educational program requires the services of men and women of integrity, high ideals, and human understanding. The School Board expects all support staff members to maintain and promote these essentials.

Furthermore, the Board hereby establishes the following as the standards of ethical conduct for all support staff members in the District who have direct access to students:

A support staff member with direct access to students shall:

- A. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.
- B. not unreasonably restrain a student from independent action in pursuit of learning.
- C. not intentionally expose a student to unnecessary embarrassment or disparagement.
- D. not intentionally violate or deny a student's legal rights.
- E. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination.
- F. not exploit a relationship with a student for personal gain or advantage.
- G. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
- H. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.
- I. not use institutional privileges for personal gain or advantage.
- J. accept no gratuity, gift, or favor that might influence judgment.
- K. offer no gratuity, gift, or favor to obtain special advantages.
- L. maintain honesty in all dealings.
- M. not interfere with another District employee's exercise of political or civil rights and responsibilities.
- N. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination.
- O. not make malicious or intentionally false statements about another District employee.
- P. not misrepresent one's qualifications.
- Q. not submit fraudulent information on any document in connection with employment.

- R. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for employment.
- S. self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, support staff members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and 943.059(4)(c).

No support staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties in the public interest.

All District support staff members shall adhere to the principles enumerated above.

All support staff members who have direct access to students shall be required to complete training on the standards established herein upon employment and annually thereafter.

F.S. 112.313, 1001.42(6), 1012.23
F.A.C. 6B-1.001, 6B-1.006

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School District of Indian River County

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

Frances J. Adams, Ed.D.
Superintendent

CHARGING LETTER

July 8, 2014

Ms. Tearcka Phinizee
4326 35th Avenue
Vero Beach, FL 32967

Via: Certified Mail and U.S. Mail

Dear Ms. Phinizee:

This letter charges you with acts or the failure to act when you had a duty to act as an employee of the School District of Indian River County, Florida ("the District"). These acts or omissions disqualify you from being employed with the District and constitute just cause for you to be terminated from your position with the District. This correspondence will give you notice of the procedures that will be followed to terminate your employment.

I will recommend at the School Board meeting on July 22, 2014, that your employment with the District be terminated effective July 23, 2014. The School Board meeting will be held at the offices of the School Board of Indian River County, 1990 25th Street, Vero Beach, Florida, and the meeting commences at 6:00 p.m.

Pursuant to School Board policy 4140, my recommendation that you be discharged from employment is based on the fact that your acts or omissions disqualify you from being employed in the District and provide just cause for terminating your employment. Specifically, violating School Board policy 4210, Standards of Ethical Conduct, while acting as a support employee for the District.

- Failing to 'self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) [your arrest on June 21, 2014 for possession/trafficking oxycodone]'

Due to the violation of Board policy, termination is the only alternative for the school district.

You have the right to obtain representation of your choice to assist you if you should desire representation. You also have such rights as are set out in the Collective Bargaining Agreement with Communication Workers of America regarding your termination from employment.

"Educate and inspire every student to be successful"

~~Karen Disney-Brombach~~ • ~~Dale Simchick~~ • ~~Matthew McCain~~ • ~~Carol Johnson~~ • ~~Claudia Jiménez~~
District 1 District 2 District 3 District 4 District 5

If you have any questions concerning this matter or the procedures that are being followed regarding my recommendation that your employment be terminated, please contact School Board Attorney Suzanne D'Agresta at the law offices of Brown, Garganese, Weiss & D'Agresta, P.A., 111 North Orange Avenue, Suite 2000, P.O. Box 2873, Orlando, Florida 32802, or call Mrs. D'Agresta at (407) 425-9566, or have your attorney or other representative contact Mrs. D'Agresta.

Sincerely,

A handwritten signature in black ink, appearing to read "Frances J. Adams", with a long horizontal line extending to the right.

Frances J. Adams, Ed.D.
Superintendent

Cc: Bill Fritz, Assistant Superintendent of Human Resources
Dr. Edwina Suit, PHR, Executive Director of Human Resources
Suzanne D'Agresta, School Board Attorney
Patrick McCarty, Director of Food and Nutrition Services

The School Board of Indian River County
Bylaws & Policies

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4140 - SUSPENSION OR DISMISSAL OF SUPPORT STAFF

Upon recommendation of the Superintendent, an employee may be suspended from duty by the Board. The Superintendent shall have the authority to suspend school employees during emergencies for a period extending to and including the day of the next regular or special meeting of the Board and notify the Board immediately of such suspension.

In the case of a suspension without pay, an affected employee shall be entitled to a hearing on the charges as to why the employee was suspended without pay. Said hearing shall be upon reasonable notice by the Superintendent.

No member of the staff may be dismissed except by action of the Board.

Any suspension or dismissal shall be as prescribed by law.

The Superintendent shall determine the nature and effective date of the suspension or termination.

Bargaining unit members should refer to the collective bargaining agreement with regard to suspension or dismissal.

F.S. 1012.22, 1012.27, 1012.40

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**The School Board of Indian River County
Bylaws & Policies**

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4210 - STANDARDS OF ETHICAL CONDUCT

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Furthermore, the Board hereby establishes the following as the standards of ethical conduct for all support staff members in the District who have direct access to students:

A support staff member with direct access to students shall:

- A. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.
- B. not unreasonably restrain a student from independent action in pursuit of learning.
- C. not intentionally expose a student to unnecessary embarrassment or disparagement.
- D. not intentionally violate or deny a student's legal rights.
- E. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination.
- F. not exploit a relationship with a student for personal gain or advantage.
- G. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
- H. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.
- I. not use institutional privileges for personal gain or advantage.
- J. accept no gratuity, gift, or favor that might influence judgment.
- K. offer no gratuity, gift, or favor to obtain special advantages.
- L. maintain honesty in all dealings.
- M. not interfere with another District employee's exercise of political or civil rights and responsibilities.
- N. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination.
- O. not make malicious or intentionally false statements about another District employee.
- P. not misrepresent one's qualifications.
- Q. not submit fraudulent information on any document in connection with employment.

- R. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for employment.
- S. self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, support staff members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and 943.059(4)(c).

No support staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties in the public interest.

All District support staff members shall adhere to the principles enumerated above.

All support staff members who have direct access to students shall be required to complete training on the standards established herein upon employment and annually thereafter.

F.S. 112.313, 1001.42(6), 1012.23
F.A.C. 6B-1.001, 6B-1.006

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**MASTER AGREEMENT
FOR
DEMAND SIDE MANAGEMENT AND ENERGY EFFICIENCY SERVICES**

THIS MASTER AGREEMENT is made and entered into on this _____ (“Effective Date of Master Agreement”), by and between _____ (the “Company”), and **The School Board of Indian River County** (the “Customer”), a political subdivision of the State of Florida, with reference to the following:

RECITALS

- A. The Company is in the business of providing demand side management energy efficiency Services for its customers pursuant to a Company initiated Program;
- B. The Customer has agreed to participate in the Program by considering the furnishing and upgrading of its facilities with energy efficient equipment and systems in order to achieve potential water and energy savings; and
- C. Pursuant to this Master Agreement, the Parties wish to set forth their understanding concerning certain Services which may be provided by the Company to the Customer under the Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – DEFINITIONS

- 1.1 Agent has the meaning set forth in Section 7.5.
- 1.2 Annual Consumption means, for each ECM implemented under this Master Agreement, the consumption of agreed-upon Energy Savings Components attributed to a certain Service Location following the implementation of an ECM.
- 1.3 Authorization Form means a form prepared by the Company for the purpose of identifying the Customer’s options for proceeding with the evaluation, design or installation of specific ECMs identified at one or more Service Locations. An Authorization Form shall accompany each of the following types of documents prepared by the Company under this Master Agreement: Feasibility Study Proposals and Feasibility Reports.
- 1.4 Base Rate means an agreed-upon monetary rate for each Energy Savings Component agreed to by the Parties in the Implementation Services Authorization Form. The Base Rate shall be utilized to determine the payment required from the Company to the Customer in case of an Energy Savings Shortfall, as described in Section 4.4.
- 1.5 Change means a request by the Customer that changes the Services, which may consist of modifications or additions to, or deletions from, any Services to be performed or materials to be provided by the Company, arising under this Master Agreement.
- 1.6 Commencement Date means the date the Company begins operations on an ECM.
- 1.7 Company has the meaning set forth in the first paragraph of this Master Agreement.
- 1.8 Confidential Information means all non-public information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by the disclosing Party or otherwise, disclosed to the receiving Party in connection with this Master Agreement and (i) marked as “confidential” or “proprietary” by an appropriate stamp, label, legend or other written notice thereon if transmitted

electronically or other written form, or (ii) information disclosed, but not marked as “confidential” or “proprietary”, provided such information would in the ordinary course of events be considered by a reasonable person in the circumstances to be proprietary or confidential information of the disclosing Party, or (iii) if disclosed orally by the disclosing party, then the disclosing Party shall confirm that such information should be considered Confidential Information in a written memorandum or e-mail transmittal to the receiving Party within thirty (30) days after such visual or oral disclosure. Confidential Information shall not include: (a) information which is or becomes publicly available other than as a result of a violation of this Master Agreement; (b) information which is or becomes available on a non-confidential basis from a source which is not known to the receiving Party to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to the disclosing Party; (c) information which the receiving Party can demonstrate was legally in its possession prior to disclosure by the disclosing Party; or (d) information which is developed by or for the receiving Party independently of the disclosing Party’s Confidential Information. The parties acknowledge this Agreement is subject to Chapter 119, Florida Statutes, the Public Records Act, and that each Party shall comply with the requirements of that law.

1.9 Customer means the person designated in the first paragraph of this Master Agreement as the recipient of Services under the Program in accordance with the terms of this Master Agreement.

1.10 Customer’s Baseline Consumption means a mutually agreed-upon amount representing the annual consumption of agreed-upon Energy Savings Components attributed to a Service Location prior to implementation of an ECM.

1.11 Delayed Payment Rate means a rate of interest equal to one-and-one-half percent (1½%) per month, which applies to unpaid Feasibility Study Price, Implementation Price and other amounts which the Customer may become obligated to pay to the Company under the terms of this Master Agreement.

1.12 Dispute means any dispute or disagreement that may arise between the Parties with respect to the interpretation of any provision of this Master Agreement, the performance of either Party under this Master Agreement, or any other matter that is in dispute between the Parties related to this Master Agreement.

1.13 ECM or Energy Conservation Measure means a measure to reduce energy or water or operating costs of facilities, as identified by the Company at a specified Customer Location. The term includes, but is not limited to:

Installing, replacing or modifying any of the following:

Insulation of a building structure and systems within the building;

Window and door systems that reduce energy consumption or operating costs, such as storm windows or doors, caulking or weather stripping, multiglazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, additional glazing, and reductions in glass area;

Automatic energy control systems, including computer software and technical data licenses;

Heating, ventilating, or air-conditioning system modifications or replacements that reduce energy or water consumption;

Lighting fixtures that increase energy efficiency;

Energy recovery systems;

Electric systems improvements;

Water-conserving fixtures, appliances, and equipment or the substitution of non-water-using fixtures, appliances, and equipment;

Water-conserving landscape irrigation equipment;

Landscaping measures that reduce watering demands and capture and hold applied water and rainfall, including (i) Landscape contouring, including the use of berms, swales, and terraces; and (ii) The use of soil amendments that increase the water-holding capacity of the soil, including compost;

Rainwater harvesting equipment and equipment to make use of water collected as part of a storm-water system installed for water quality control;

Equipment for recycling or reuse of water originating on the premises or from other sources, including treated municipal effluent;

Equipment needed to capture water from non-conventional, alternate sources, including air conditioning condensate or gray-water, for non-potable uses;

Metering equipment needed to segregate water use in order to identify water conservation opportunities or verify water savings;

Automated, electronic, or remotely controlled technologies, systems or measures that reduce utility or operating costs;

Software-based systems that reduce facility management or other facility operating costs;

An improvement that reduces solid waste and associated removal costs;

Meter replacement, installation, or modification, installation of an automated meter reading system, or other construction, modification, installation, or remodeling of water, electric, gas, fuel, communication, or other supplied utility system; or

Any other measure not otherwise specified, which is designed to reduce utility consumption, reduce wastewater costs, enhance revenue, or avoid capital costs, enhance revenue, avoid capital costs, or achieve similar efficiency gains at an agency or other governmental unit.

1.14 Energy Savings means a measured reduction in the cost of fuel, energy or water consumption, or wastewater production; stipulated operation and maintenance savings; improvements in supplied utility systems, created from the implementation of one or more energy, water, or wastewater efficiency or conservation measures when compared with an established baseline for the previous cost of fuel, energy or water consumption, wastewater production, stipulated operation and maintenance, meter accuracy or performance and identified capital costs (Florida Statutes Sec. 489.145). The Energy Savings will be calculated by subtracting the Annual Consumption from the Baseline Consumption for each agreed-upon Energy Savings Component.

1.15 Energy Savings Components means those components that the Parties agree will contribute to the Energy Savings. The Energy Savings Components shall be set forth in the Implementation Services Authorization Form.

1.16 Energy Savings Overage means a situation where the Energy Savings exceeds the Guaranteed Energy Savings.

1.17 Energy Savings Shortfall means a situation where the Energy Savings is less than the Guaranteed Energy Savings.

1.18 Feasibility Study means the Services performed by the Company, including the preparation of a Feasibility Report, for the purpose of assisting the Customer in determining whether to proceed with Implementation Services for the installation and construction of particular ECMs at specified Service Locations.

1.19 Feasibility Study Price means the compensation to be paid by the Customer to the Company for conducting a Feasibility Study and issuing a Feasibility Report; provided however that such Feasibility Study Price shall only become due and payable by Customer to Company pursuant to Sections 3.5.3 and 3.5.6 of the Master Agreement.

1.20 Feasibility Study Proposal means a written proposal within a Feasibility Study Authorization Form as described in Article 3, prepared by the Company in consultation with the Customer specifying the particular Services to be performed by the Company in conducting a Feasibility Study and preparing a Feasibility Report with respect to ECMs identified at specified Service Locations.

1.21 Feasibility Report means the written report which is issued by the Company to the Customer to summarize the Company's findings based upon a Feasibility Study of particular ECMs at specified Service Locations.

1.22 Final Acceptance Date shall have the meaning set forth in Section 4.2.4.

1.23 Force Majeure Event means an event, which may include but is not limited to, acts of God, fire, flood, windstorm, war, terrorism, sabotage, revolution, acts of any government or governmental agency, strikes or other labor difficulty, insurrection, riot, strikes, and telecommunications failures, but only to the extent that such event is beyond the reasonable control of, and not a result of the fault or negligence of, the affected Party.

1.24 Guaranteed Energy Savings means the Energy Savings guaranteed by the Company and set forth in each Feasibility Report prepared for each individual ECM.

1.25 Implementation Price means the cost to the Customer for particular ECMs at specified Service Locations. The Implementation Price shall include the Feasibility Study Price, cost for Implementation Services, and financing costs.

1.26 Implementation Services means the Services provided or proposed to be provided by the Company to construct, install or otherwise implement one or more ECMs at specified Service Locations in accordance with the terms of a Feasibility Report, which Services shall include, but not be limited to, (a) causing the procurement, construction and installation of all materials, equipment and systems required to implement each ECM at a particular Service Location, (b) providing and paying for all labor and support services necessary to perform such work, (c) supplying to the Customer copies of any operation and maintenance manuals available from the manufacturers, vendors and suppliers of equipment or systems comprising a part of any installed ECM, (d) providing on-site training for a reasonable number of the Customer's designated operating personnel, if such training is reasonably required or necessary for the proper operation and maintenance of any complex equipment or system comprising a part of any installed ECM, and (e) arranging for the final inspection and check-out of each installed ECM.

1.27 Master Agreement means this Master Agreement for Demand Side Management and Energy Efficiency Services, including any and all schedules and exhibits attached thereto, as may be amended from time to time. The terms, conditions, representations, warranties and other provisions of this Master Agreement shall apply by reference to each and every Feasibility Study Proposal, Feasibility Report, and any other written proposal, document, notice or Authorization Form issued under the terms of this Master Agreement, as if such provisions were set forth expressly therein.

1.28 Measurement & Verification Report means an annual report issued by the Company to the Customer setting forth, for each agreed-upon Energy Savings Component at a particular ECM: the Annual Consumption, the Baseline Consumption, the Energy Savings for each Energy Savings Component, whether the Energy Savings has met the Guaranteed Energy Savings, and, where an Energy Savings Shortfall exists, the amount of payment due from the Company to the Customer, in accordance with Section 4.4 herein.

1.29 Minor Deficiencies means, with respect to a particular ECM which has been determined by the Company to be Substantially Complete, any construction, installation or other Implementation Services identified in a Punch List which do not materially affect the ability of the ECM to properly operate and function in accordance with its intended purpose pursuant to this Master Agreement and the terms and specifications contained in a Customer-executed Implementation Services Authorization Form.

1.30 Notice of Substantial Completion means a written notice issued by the Company to notify the Customer of the substantial completion of the installation of an ECM.

1.30 Party or Parties means the Company and Customer identified in the opening paragraph of this Master Agreement.

1.32 Payback Criteria means, with respect to an ECM, the number of years obtained by dividing (i) the total estimated implementation cost of the ECM (including the costs incurred by the Company under this Master Agreement, but excluding all financing costs associated with implementation of the ECM), by (ii) the estimated savings to the Customer from the installed ECM, including energy savings, maintenance savings, avoided capital costs, and other avoided costs as mutually agreed upon between the Parties. All such estimates shall be made by the

Company, in its sole professional judgment, provided however that the resulting Payback Criteria must be mutually agreed upon between the Parties.

1.33 Person means any individual or entity of any type, including, but not limited to, corporations, partnerships, business trusts, associations, governmental agencies, political subdivisions, state, district, college, university, board or other organization.

1.34 Program means the demand side management Services provided by the Company for its customers pursuant to a Company-initiated program known as the Energy Efficiency Services Program.

1.35 Punch List means, with respect to a particular ECM, a list of Minor Deficiencies provided by the Customer to the Company prior to or along with the Customer's execution of a Notice of Substantial Completion.

1.36 Service Location means a facility legally owned or operated by the Customer at which the Customer desires the Company to perform Services.

1.37 Services mean the energy efficiency services provided by the Company to the Customer under the Program and pursuant to the terms of this Master Agreement, including, but not limited to, the preparation of Feasibility Study Proposals, Feasibility Studies and Implementation Services.

1.38 Subcontractor means a third-party subcontractor mutually agreed upon between the Parties who is retained by the Company to perform design, installation, or construction work at the Customer's Service Location(s) pursuant to a Customer-authorized Implementation Services Authorization Form (as set forth in Section 4.1).

1.39 Substantial Completion or Substantially Complete means, with respect to a particular ECM, that level of construction and implementation which renders the ECM operational, regardless of whether the ECM has one or more Minor Deficiencies, as determined within the reasonable exercise of the Company's professional judgment and as determined by the County's acceptance of the Notice of Substantial Completion.

1.40 Substantial Completion Date means the date or milestone for which each individual ECM is determined by the Company, and accepted by the Customer, to be Substantially Complete.

1.41 Vendor means any vendor, manufacturer, or other representative of an ECM vendor, manufacturer, or distributor utilized by the Company in providing Services in accordance with this Master Agreement.

ARTICLE 2 - SCOPE OF MASTER AGREEMENT AND TERM

2.1 Scope. Subject to the terms and conditions of this Master Agreement, the Company agrees to furnish to the Customer, and the Customer agrees to purchase and receive from the Company, certain Services at the Customer's specified Service Locations. The Parties shall agree upon the Services, and the cost thereof, that the Company will furnish to the Customer with respect to each Service Location and with respect to ECMs identified at a particular Service Location prior to the Company commencing work at any designated Service Location as set forth in an Authorization Form which accompanies one or more Feasibility Study Proposals and Feasibility Reports, as set forth in Articles 3 and 4 of this Master Agreement. Each of the various proposals, documents and forms referenced in this Master Agreement shall adopt and incorporate the terms and conditions of this Master Agreement as if such terms and conditions were expressly set forth within such proposals, documents and forms. Unless expressly stated in a Change Order in accordance with Article 14 below, where the terms and conditions of any schedules or exhibits thereto are inconsistent with the terms and conditions of this Master Agreement, the terms of this Master Agreement shall govern the terms and conditions of the Service. In the event the terms and conditions of Change Orders conflict, the most recently executed Change Order shall govern the terms and conditions of the Service.

2.2 Term. This Master Agreement shall commence upon Effective Date and shall continue in effect until the end of Customer's fiscal year (the "Initial Term"). This Master Agreement shall automatically renew for

additional twelve (12) month periods (each a “Renewal Term” and collectively with the Initial Term, the “Term”) unless either Party gives written notice of its intent not to renew the Term at least thirty (30) days prior to the expiration of the then current Term. The term of each individual Implementation Services Authorization Form shall be as set forth therein, and shall be determined based upon the Payback Criteria of each such form.

ARTICLE 3– FEASIBILITY STUDY AND REPORT

3.1 Preparation of Feasibility Study Authorization Form by Company. The Company may prepare and deliver to the Customer a Feasibility Study Authorization Form, which identifies any potential ECMs that the Company believes, in its sole professional judgment, may provide appropriate justification to proceed with the preparation of a Feasibility Study. Each Feasibility Study Proposal shall include a designation of the Services to be provided, the technologies to be included in the proposed Feasibility Study and the Feasibility Study Price. A Form of Feasibility Study Authorization Form is attached to this Master Agreement as Schedule A.

3.2 Authorization to Proceed with Feasibility Study. Unless otherwise mutually agreed to by the Parties in writing, a Feasibility Study Authorization Form must be executed by the Customer and delivered to the Company within sixty (60) days after the Customer’s receipt of the Feasibility Study Authorization Form to authorize the Company to proceed with the Feasibility Study. Upon the Company’s timely receipt of a properly completed Feasibility Study Authorization Form wherein the Customer requests a Feasibility Study for any or all of the ECMs identified in the Feasibility Study Authorization Form, then the Company shall prepare and submit a Feasibility Study to the Customer. If the Customer elects to not authorize a Feasibility Study, or if the Customer fails to deliver to the Company an executed Feasibility Study Authorization Form within the sixty (60) day period provided by this Section 3.2, the Company shall have no duty or obligation to conduct a Feasibility Study with respect to any of the ECMs at the Service Locations identified in the Feasibility Study Authorization Form, nor shall the Customer have any payment obligation to Company for the preparation of the Feasibility Study Authorization Form.

3.3 Feasibility Report. Pursuant to a Customer-authorized Feasibility Study performed by the Company in accordance with a Feasibility Study Authorization Form, the Company shall provide a Feasibility Report setting forth the recommended ECMs for implementation at any Service Locations surveyed based on a life-cycle cost analysis and estimated energy savings for each ECM. The Company shall prepare and submit to the Customer a Feasibility Report specifying each recommended ECM and providing for each (a) the expected Implementation Price, (b) the Guaranteed Energy Savings; (c) the Payback Criteria; and (d) the estimated timing for the Implementation Services. The report shall be comprehensive; including all cost estimates including but not limited to Company’s accrued costs in developing the Feasibility Report, estimated Implementation costs, and the associated costs of various funding sources and types as approved by both parties and then presented to the Customers board for a final decision on proceeding to an Implementation Services Agreement. Any design work completed prior to the report, and mutually agreed as a viable part of any ECM, and the costs associated with any ECM’s that Customer has completed prior to the Feasibility Report being prepared will be incorporated into the Feasibility Report and shown as a credit to the Implementation Services as a credit to the overall cost of the project and the subsequent pay back calculation. In the case of each ECM examined in a Feasibility Report, the Company shall provide sufficient information to determine whether the agreed upon Payback Criteria is expected to be met based on the Company’s estimates. The Company will solicit financing bids from qualified lenders and present the available financing options and terms to the Customer. Pursuant to Section 1013.23(3)(d) of the Florida Statutes, the Feasibility Report will be signed and sealed by a registered professional engineer of Company.

3.4 Authorization to Proceed with Implementation Services. Each Feasibility Report will include an Implementation Services Authorization Form, as defined below in Section 4.1, which must be executed by the Customer and delivered to the Company within sixty (60) days after the Customer’s receipt of the Feasibility Report to authorize the Company to proceed with the Implementation Services in accordance with Article 4. If the Customer timely delivers to the Company an executed Implementation Services Authorization Form, the Company will proceed with the Implementation Services authorized by the Customer on the Implementation Services Authorization Form; provided, however, that if the Customer elects to proceed with less than fifty percent (50%) of the recommended ECMs (as determined on an estimated Implementation Price basis) identified in a Feasibility Report, the Company shall have the ability to refuse to proceed with the Implementation Services identified in a Feasibility Report for any ECMs that the Customer elects to proceed. Each Implementation Services Authorization

Form accompanying and referencing a Feasibility Report will include Customer's obligation to pay the Feasibility Study Price.

3.5 Feasibility Study Price and Payment Terms.

3.5.1 Feasibility Study Price. Except as otherwise provided in Section 3.5.3 or 3.5.6, the Customer shall have no obligation to pay to the Company the Feasibility Study Price which is included in a Customer-executed Feasibility Study Authorization Form for all Services performed by the Company in conducting a Customer-authorized Feasibility Study and issuing a Feasibility Report. The Feasibility Study Price is the full compensation for the Services performed by the Company in conducting a Company-authorized Feasibility Study and rendering a Feasibility Report and includes all federal, state and local taxes, if any, assessed with respect to the Services or with respect to the furnishing of any items under the Feasibility Study.

3.5.2 Non-Payment Upon Failure to Authorize Additional Services. Except as provided in Section 3.5.6, if the Customer elects to not proceed with Implementation Services or fails to deliver to the Company a completed and executed Implementation Services Authorization Form within sixty (60) days of the Customer's receipt of a Feasibility Report, the Company shall have no duty or obligation to proceed with any Implementation Services with respect to the ECMs identified in the Feasibility Report, and the Customer shall have no obligation to pay the Feasibility Study Price.

3.5.3 Inclusion of Feasibility Study Price in Implementation Price. In the event the Customer elects to proceed with Implementation Services for one or more ECMs pursuant to Section 3.4, the Customer agrees that the Feasibility Study Price will be rolled-over into the cost of Implementation Services and payable to the Company pursuant to Article 4 for Implementation Services.

3.5.4 Release from Obligation to Pay Feasibility Study Price. Notwithstanding any provision in Section 3.5 to the contrary, the Customer shall have no obligation hereunder to pay the Company for a Feasibility Study performed by the Company or Feasibility Report prepared by the Company if the Feasibility Report submitted by the Company does not identify at least one potential ECM at a Customer Service Location specified in the Customer-executed Feasibility Study Authorization Form which meets the agreed upon Payback Criteria as set forth in the Feasibility Study Authorization Form.

3.5.5 Notice of Termination of Feasibility Study by the Company. In the event the Company determines, prior to submission of the Feasibility Report to the Customer, that the Company will not be able to identify at least one potential ECM that meets the agreed upon Payback Criteria as set forth in the Feasibility Study Authorization Form, then the Company, in its sole discretion, may elect by written notice to the Customer to terminate its duties and obligations to complete and deliver the Feasibility Report.

3.5.6 Payment of Feasibility Study Price Upon Third Party Implementation. In the event the Customer elects to implement one or more ECMs identified in the Feasibility Report utilizing a third party for such implementation, the Customer agrees that the Feasibility Study Price will become immediately due and shall be payable to Company within thirty (30) days following the Customer's receipt of an invoice from the Company for the Feasibility Study Price. Any overdue payment shall bear interest at the Delayed Payment Rate from the date such payment is due until and including the date of payment, unless otherwise required by the Local Government Prompt Payment Act (Section 218.70 *et.seq.*, Florida Statutes).

ARTICLE 4 – INSTALLATION, IMPLEMENTATION, PAYMENT AND GUARANTEED ENERGY SAVINGS

4.1 Authorization to Proceed with Implementation Services. Each Feasibility Report will be referenced and incorporated into an Implementation Services Authorization Form which must be executed by the Customer and delivered to the Company within sixty (60) days after the Customer's receipt of the Feasibility Report to authorize the Company to proceed with the Implementation Services identified in the Feasibility Report. A Form of Implementation Services Authorization Form is attached to this Master Agreement as Schedule B. If the Customer timely delivers to the Company an executed Implementation Services Authorization Form, the Company

will proceed with conducting the Implementation Services specified in the Feasibility Report. If the Customer elects to not authorize the Implementation Services or if the Customer fails to deliver to the Company an executed Implementation Services Authorization Form within the sixty (60) day period provided by this Section 4.1, the Company shall have no duty or obligation to perform any Implementation Services with respect to any of the ECMs at the Service Locations identified in the Feasibility Report, and the Customer shall pay the Company for the Feasibility Study prepared for such ECM pursuant to Article 3. In the event that Company proceeds with implementation of ECMs under any Implementation Services Authorization Form, Company shall provide Customer a 100% payment and performance bond.

4.2 Substantial Completion and Final Acceptance.

4.2.1 Inspections and Notice of Substantial Completion. During the performance of Implementation Services under this Article 4, the Customer shall have the right to conduct reasonable inspections of the work of the Company or any Subcontractor at any time upon reasonable prior notice. Upon Substantial Completion of construction and installation of each ECM in accordance with the requirements of the applicable Feasibility Report, Company shall deliver to Customer a Notice of Substantial Completion in the form set forth in Schedule C along with the building inspector's or Company's engineer's certification of Substantial Completion. Within thirty (30) days following receipt by the Customer of a Notice of Substantial Completion, (i) the Customer shall conduct an inspection, and either (ii)(a) the Customer shall complete a Punch List in the form set forth in Exhibit A to Schedule C and approve the Notice of Substantial Completion by delivering to Company an executed and completed Notice of Substantial Completion with the attached Punch list, or (ii)(b) the Customer shall provide Company notice of any potential material defects or deficiencies of the ECM. If the Customer fails to deliver a completed and executed Notice of Substantial Completion containing Punch List items within thirty (30) days following the Customer's receipt of a Notice of Substantial Completion, the Customer shall be deemed to have approved the Notice of Substantial Completion.

4.2.2 Correction of Material Defects or Deficiencies. Following Company's receipt of a timely notice by Customer of any potential defect or deficiency of the ECM, if the Customer and Company mutually agree that a material defect or deficiency exists, then the Company shall cause any necessary corrections to be made to remedy the material defect or deficiency. Thereafter, Company shall deliver a new Notice of Substantial Completion, which will restart the process of Section 4.2.1. Any dispute as to the existence of a material defect or deficiency shall be handled pursuant to Article 16 of the Master Agreement. If the Customer (i) fails to deliver written notification to the Company of a material deficiency or defect of an ECM within thirty (30) days following the Customer's receipt of a Notice of Substantial Completion, and (ii) fails to approve the Notice of Substantial Completion by delivering to Company an executed and completed Notice of Substantial Completion, the Customer shall be deemed to have approved the Notice of Substantial Completion without any material defects or deficiencies.

4.2.3 Correction of Punch List Items. Following Company's timely receipt of notice by Customer of any Punch List, the Company shall, within a reasonable period of time, not to exceed sixty (60) days, correct any Minor Deficiencies identified in the Punch List which the Company and Customer mutually agree are necessary or appropriate for completion of the ECM. Any dispute as to the existence of any Minor Deficiencies shall be handled pursuant to Article 16 of the Master Agreement.

4.2.4 Notice of Final Completion. Following approval or deemed approval of the Notice of Substantial Completion by Customer, and the correction of any Minor Deficiencies identified in the Punch List by Company, the Company shall deliver to Customer a Certificate of Final Acceptance in the form set forth in Schedule D. If the ECM is found to be complete, including the correction of any Minor Deficiencies identified in the Punch List, the Customer shall execute and return to the Company a Certificate of Final Acceptance within thirty (30) days following receipt by the Customer of the Certificate of Final Acceptance. If, upon inspection by the Customer, the ECM is not found to be complete, then the Customer shall so notify the Company within such thirty (30) day period, and the Company shall promptly perform any necessary corrections and repairs. When the Company has completed such corrections and repairs, it shall again issue a Certificate of Final Acceptance to the Customer, and the foregoing procedure shall be repeated until such time as the Customer shall execute and return the Certificate of Final Acceptance; provided, however, that a failure of the Customer to respond altogether within any such thirty (30) day period following the receipt of a the Certificate of Final Acceptance from the Company shall be deemed approval by Customer of the Certificate of Final Acceptance. The date on which the Customer approves, or is deemed to have

approved the Final Acceptance Certificate for an ECM shall be the Final Acceptance Date for such ECM (“Final Acceptance Date”).

4.2.5 Payment Unconditional Upon Substantial Completion. The Customer acknowledges that, notwithstanding the existence of any Minor Deficiencies, regardless of their inclusion in a Punch List, the Customer unconditionally agrees to make payment to the Company for the ECMs listed in a Notice of Substantial Completion once the ECMs are, or are deemed to be, Substantially Complete. The Customer acknowledges that, upon the Substantial Completion Date of an ECM, the Customer’s payment obligation of ninety percent (90%) of the Implementation Price set forth in the Feasibility Report for the ECM (notwithstanding the existence of Minor Deficiencies or the failure of the Company to properly complete or correct such Minor Deficiencies), is absolute, unconditional and irrevocable and shall not be affected by any circumstance whatsoever, including, without limitation, any set-off, abatement, counterclaim, suspension, recoupment, reduction, rescission, defense or other right.

4.2.6 Effect of Final Acceptance. The Customer acknowledges that, upon the Final Acceptance Date of an ECM, the Customer’s payment obligation of the remaining ten percent (10%) of the Implementation Price set forth in the Feasibility Report for the ECM, is absolute, unconditional and irrevocable and shall not be affected by any circumstance whatsoever, including, without limitation, any set-off, abatement, counterclaim, suspension, recoupment, reduction, rescission, defense or other right.

4.2.7 Reliance. The provisions of Article 4 may be relied on by the Company and by any assignee of the Company in connection with the furnishing of ECM financing to the Customer in accordance with the provisions of the Master Agreement. Any assignee of the Company shall be entitled to the rights, but not the obligations, of the Company under this Article 4.

4.2.8 ECM Responsibility. Unless otherwise mutually agreed to by the Parties in the Implementation Services Authorization Form, the Company assumes no responsibility for performance or maintenance of ECMs, which are to be insured by the Customer. Maintenance of equipment shall be addressed in the Implementation Schedule. This should include, but not be limited to, (1) responsibility for maintenance of ECM equipment, (2) designation and agreement by the Parties of full service vs. preventative maintenance (3) responsibility for major equipment failure, (4) maintenance requirements and (5) responsibility for repairs. It is agreed that the responsible Party must show evidence of proper maintenance prior to subsequent actions in the event of improper ECM function. No Vendor is an agent of Company, and no Vendor or employee of any Vendor is authorized to waive, supplement or otherwise alter any terms, conditions, or agreement between the Company and the Customer.

4.2.9 Training. If applicable, and if set forth in a Customer-authorized implementation of a Feasibility Report pursuant to a Customer-authorized Implementation Services Authorization Form, the Company shall provide on-site training for a reasonable number of the Customer’s operating personnel with respect to completed ECMs, and the Customer shall assist in such training, all as more fully specified in the Feasibility Report. Unless otherwise provided in the Feasibility Report, such training shall be conducted with respect to an ECM following the Substantial Completion Date of the ECM.

4.3 Implementation Price and Payment.

4.3.1 Implementation Price. The Customer shall pay to the Company the Implementation Price set forth in the Feasibility Report for all Implementation Services performed by the Company pursuant to a Customer authorized Implementation Services Authorization Form. The Implementation Price is the full compensation for the Feasibility Study and such Implementation Services and includes all federal, state and local taxes, if any, including sales, use and excise taxes, assessed with respect to the Feasibility Study, the Implementation Services and with respect to the furnishing of equipment and materials thereunder.

4.3.2 Implementation Price Payment. Within thirty (30) days following the Substantial Completion Date or as otherwise set forth in the draw schedule attached to the Implementation Services Authorization Form, the Company shall provide an invoice to the Customer for all or any portion of the Implementation Price together with any Feasibility Study Price for such ECM(s), and the Customer shall be obligated to pay the total of such amounts within thirty (30) days following receipt of the invoice. In the event the Master Agreement is terminated by either

Party prior to the Substantial Completion Date, all accrued and unpaid Feasibility Study Price and Implementation Price including any unpaid interest accrued upon such amounts, shall be paid by the Customer to the Company within thirty (30) days following the Customer's receipt of an invoice therefor.

4.3.3 Late Payment. Any overdue payment under section 4.4 shall bear interest at the Delayed Payment Rate from the date such payment is due until and including the date of payment, unless otherwise required by the Local Government Prompt Payment Act (Section 218.70 *et.seq.*, Florida Statutes).

4.3.4 Identification of Energy Savings. As applicable, the Company shall set forth appropriate systems and procedures for measuring and verifying the actual energy savings resulting from the Implementation Services of an ECM, which shall be set forth in an applicable Feasibility Report, and shall be subject to approval by the Customer.

4.3.5 Implementation Requirements. Company shall comply with the terms of the Feasibility Study Proposal in the implementation of any ECMs in accordance with this Master Agreement, including, but not limited to, the Small Business Enterprise participation percentages, if any, set forth in the Feasibility Study Proposal.

4.4 Guaranteed Energy Savings. If, at the end of every twelve (12) months following the Final Acceptance Date of any given ECM, or otherwise stated in the Implementation Services Authorization Form, an Energy Savings Shortfall exists, the Company shall pay the Customer the Energy Savings Shortfall. The Company shall remit the Energy Savings Shortfall to the Customer within forty-five (45) days of issuing the Measurement & Verification (M&V) Report to the Customer. In the event that an Energy Savings Overage exists, the Energy Savings Overage shall not be used as a credit to cover a potential Energy Savings Shortfall in subsequent years.

4.5 Liquidated Damages. Liquidated damages shall be imposed for delays in implementation of each individual ECM. The terms of any specific liquidated damages clause shall be included within each individual Implementation Services Authorization Form.

ARTICLE 5- WARRANTY

5.1 Equipment Warranties. The Company covenants and agrees that all materials and equipment to be installed as part of this Master Agreement shall be protected by appropriate original equipment manufacturer (OEM) written warranties covering all parts and equipment performance; provided that such warranties shall at a minimum warrant that the equipment shall (i) be new, unused and undamaged when delivered, (ii) be free from improper workmanship and defects. A minimum warranty period of one (1) year from installation date shall apply to all the equipment, except that the Company further agrees to warranty certain specified equipment for longer terms, as mutually agreed in any Implementation Acknowledgment Form or Feasibility Study attached thereto ("Equipment Warranty Period"). In the event that any third party warranty required by this Section 5.1 is provided for a period of less than the Equipment Warranty Period, Company shall not be in breach of this Master Agreement, but shall itself be deemed to have provided such warranty during the period commencing with the expiration of such third party warranty and ending one (1) year from installation of such equipment. The Company further agrees to deliver to the Customer, for its inspection and approval, all such written warranties at the time of issuance by the Customer of a Certificate of Final Acceptance with respect to the equipment or materials. All warranties shall be transferable and extend to the Customer. Company agrees to act as the Customer's agent in pursuing rights and remedies against manufacturers and suppliers of the equipment in the event of a malfunction or defect during the Equipment Warranty Period. Customer agrees to notify Company, in writing, within ten (10) days of detection of defects in equipment which give rise to such rights and remedies provided by this Section 5.1. After the end of the Equipment Warranty Period, Customer shall be responsible for pursuing any and all rights and remedies provided under such third party warranties. AS BETWEEN THE COMPANY AND THE CUSTOMER, WITH RESPECT TO SUCH EQUIPMENT MANUFACTURED BY THIRD PARTIES, ALL IMPLIED WARRANTIES AND EXPRESS WARRANTIES NOT INCLUDED HEREIN ARE EXPRESSLY DISCLAIMED BY THE COMPANY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE. CUSTOMER AGREES THAT IT WILL ONLY PURSUE ANY CLAIMS FOR WARRANTIES NOT PROVIDED UNDER THIS AGREEMENT AGAINST THE THIRD PARTY MANUFACTURER OF THE APPLICABLE EQUIPMENT, AND HEREBY RELEASES AND WAIVES IT RIGHT AS TO ANY SUCH CLAIMS AGAINST COMPANY.

5.2 Labor Warranties. The Company warrants for a period of one (1) year following the Substantial Completion Date of each ECM that all Services performed under this Master Agreement complies with customary, reasonable and prudent standards of care in accordance with standards in the industry and are performed in a professional manner and consistent with any Customer supplied specifications and standards. The Customer shall promptly notify the Company in writing of the discovery during the applicable warranty period of any claim against the Company's warranties under this Section 5.2. As the Customer's sole and exclusive remedy for any such claim against the Company's warranties, the Company shall, at its own cost and expense, as soon as reasonably possible following the Company's receipt of notice of any claim against any warranty or the Company's otherwise obtaining knowledge of any claim of warranty, cause the repair of defective construction workmanship and/or provide at the Company's expense any changes, modifications or additions to the work which the Company determines necessary due to a failure to perform any Services hereunder in accordance with the standards set forth in this Section 5.2. All costs incidental to the Company's rework and testing thereof shall be borne by the Company. The Company shall use reasonable efforts to perform such remedial actions and make any tests in a timely manner and at such times so as to minimize disruption of normal operations at the Customer's Service Location. The liabilities and obligations of the Company under Section 5.2 do not extend to any repairs, adjustments, alterations, replacements or maintenance which were not prior approved in writing by the Company or may be required as a result of wear and tear in the operation or use of an ECM, or as a result of the Customer's failure to operate or maintain an ECM in accordance with the operating manuals or instructions supplied by the Company, or in accordance with the training provided by the Company to Customer's personnel.

5.3 NO IMPLIED WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, CONCERNING THE SERVICES OR ANY ECM, AND THE COMPANY DISCLAIMS ANY WARRANTY IMPLIED BY LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE. UNLESS OTHERWISE EXPRESSLY STATED IN A FEASIBILITY REPORT ATTACHED TO AN IMPLEMENTATION AUTHORIZATION FORM, THE COMPANY MAKES NO WARRANTIES OR GUARANTEES OF ANY NATURE WHATSOEVER CONCERNING THE ACTUAL REDUCTION IN THE CUSTOMER'S ENERGY USAGE AS A RESULT OF THE INSTALLATION AND OPERATION OF ANY ECM.

ARTICLE 6 - LIMITATION OF LIABILITY

6.1 No Operating or Maintenance Responsibility. Except as otherwise specifically provided in an Implementation Services Authorization Form or this Master Agreement, the Company shall have no responsibility or liability with respect to any ECM after the Substantial Completion Date thereof, and the Customer shall be solely responsible for the operation, maintenance and utilization of each ECM after such date.

6.2 Consequential Damages. Neither Party shall be liable to the other Party for special, indirect, consequential or punitive damages. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

6.3 Aggregate Cap. Except with respect to (i) Company's obligations to remit the Energy Savings Shortfall to the Customer pursuant to Section 4.4, (ii) indemnity obligations under this Master Agreement related to third party claims, and (iii) Company's warranty obligations under Article 5, Company's aggregate liability for direct damages shall not exceed ten percent (10%) of the fees paid or payable by Customer for the Services giving rise to such damages.

6.4 Intent. Except in cases of willful misconduct, the Parties intend that the limitations of liability of this Article 6, and exclusive remedy provisions expressed throughout this Master Agreement, shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract by the Party whose liability or remedy obligations are limited, and shall extend to such person's affiliates and to its and their partners, shareholders, directors, officers, employees, contractors and agents. The Parties also intend and agree that such provisions shall continue in full force and effect notwithstanding the termination, suspension, cancellation or rescission of this Master Agreement.

6.5 Remedies. Where remedies are expressly afforded by this Master Agreement with respect to the Services provided by the Company, such remedies are intended by the Parties to be the sole and exclusive remedies of the Customer for liabilities of the Company arising out of or in connection with the Services or this Master Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE 7 - ACCESS AND INFORMATION

7.1 Customer Cooperation. The Customer shall use reasonable efforts to assist the Company in performing the Services contemplated by this Master Agreement, including providing reasonable access to the Customer's Service Location(s), providing information concerning the Service Location(s), making appropriate Customer personnel available if requested by the Company to assist the Company in performing such Services, and taking any other actions the Company may reasonably request from time to time to achieve the purposes and intent of this Master Agreement.

7.2 Access to Service Locations. Upon the request of the Company, the Customer shall provide the Company and its Subcontractors with reasonable access to the Service Location(s) to enable the Company to perform all Services hereunder and to verify and confirm the operation of any installed ECM following the Substantial Completion Date. The Company also shall have access to the Service Location(s) during the warranty period specified in Article 5 for purposes of performing its obligations thereunder. The Customer shall provide the Company with adequate storage and laydown areas at the Service Location(s), as applicable, during the installation of ECMs and shall make available any construction power and other utilities required by the Company and its Subcontractors to perform the Services. The Company and its Subcontractors shall observe all of the Customer's safety and security procedures at the Service Location(s), to the extent made known to the Company, and shall not unreasonably disturb or interrupt the Customer's operations at such location(s).

7.3 Jessica Lunsford Act. The Company will comply and cooperate with all requirements of Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes. Its employees and subcontractors who provide services under the Master Agreement at a Service Location while students are present shall complete the fingerprinting conducted or coordinated by the Customer pursuant to Sections 1012.32, Florida Statutes or present to Customer a valid uniform, statewide identification badge issued by another Florida school district. This background screening or presentment of a previously issued badge shall occur in advance of the Company or its personnel or subcontractors providing any services on campus while students are present. The Company will bear the cost of the fingerprinting and 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 Company, its employees and subcontractors. The Company's employees and subcontractors shall display the issued uniform, statewide identification badge at all times while at a Service Location. The parties agree that the failure of the Company to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the Customer to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Company agrees to indemnify and hold harmless the Customer, its officers and employees from any liability in the form of physical or mental injury, death or property damage third party claims resulting from Company's failure to comply with the requirements of this Section 7.3. Company shall require each of Company's subcontractors on the project to agree in writing to the provisions of this paragraph. Company's employees, agents, or contractors shall not be allowed access to any Service Location while students are present until such time as Company is in compliance with the provisions of this Section 7.3.

7.4 Requests for Information. The Customer shall promptly comply with all reasonable requests by the Company for information concerning the Service Location(s), as required by the Company to perform the Services, and information to enable the Company to determine the actual energy savings and load reduction achieved at the Service Location(s) as a result of ECM implementation. The Customer also shall provide the Company with any information and other assistance reasonably required to verify the demand and energy savings achieved and the related costs thereof. The Customer agrees that the Company may disclose such information obtained by the Company or provided by the Customer pursuant to this Master Agreement or any supplemental Master Agreement to any public authority having jurisdiction.

7.5 Nondisclosure and Use of Confidential Information. Confidential Information shall not be used for any purpose other than for purposes of this Master Agreement. Confidential Information shall be held in strict

confidence by the receiving Party and shall not be disclosed without prior written consent of the disclosing Party, except to those advisors, affiliates, agents, assigns, attorneys, employees, directors, officers and/or members (each an “Agent” and collectively “Agents”) with a need-to-know the Confidential Information for the purposes of the Master Agreement, provided that the receiving Party shall (i) be responsible for any breach of this Master Agreement by the receiving Party or its Agents, and (ii) shall require Agents receiving Confidential Information of the disclosing Party to be bound by the terms substantially similar to Sections 7.5 through 7.7 of this Master Agreement. The receiving Party shall use the same degree of care to protect the Confidential Information as the receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard.

7.6 Required Disclosure. The Parties acknowledge that Customer is a public entity subject to Florida’s open records laws, including, but not limited to, Chapter 119, Florida Statutes. The Parties further acknowledge that Customer and/or Company may be required to disclose information related to this Master Agreement in response to a public records request. In the event that either Party is requested or required by legal or regulatory authority to disclose any Confidential Information, such Party shall promptly notify the other Party of such request or requirement prior to disclosure so that the other Party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained the each Party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. Notwithstanding anything to the contrary, the Parties and their agents may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Program and all materials of any kind (including opinions or other tax analyses) that are provided to either Party relating to the tax treatment and tax structure of the Program.

7.7 Florida Public Records Requirement. The Company acknowledges its legal obligation to comply with section 119.0701, Florida Statutes. The Company shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, that would be required to be kept and maintained by the School Board in order to perform the scope of services. The Company shall provide public access to the public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost allowed by law. The Company shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. The Company shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of the Company upon termination of this Agreement. The Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to the School Board. Further, the Company shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney’s fees through any appeals, resulting from the Company’s failure to comply with these requirements.7.8 Survival. Notwithstanding anything to the contrary, the obligations of the Parties under Sections 7.1 through 7.7 shall survive the termination of this Master Agreement.

ARTICLE 8 - DOCUMENTS AND DATA

8.1 Ownership Rights. Subject to Section 8.2 and applicable public records law, any Feasibility Study, Feasibility Report, Feasibility Study Proposal, or Measurement & Verification Report, shall be the Confidential Information of the Company, shall remain the sole and exclusive property of the Company and may only be used by the Customer for the operation, maintenance, repair or alteration of any ECM installed by the Company. The Customer shall not acquire any rights or interest with respect to the Company’s or its Subcontractors’ proprietary technology, know-how, processes or computer software or any other intellectual property that may be used in connection with the Services or the supply of equipment and materials hereunder. The Customer acknowledges that the Company provides Services to other companies and agrees that nothing in this Master Agreement will be deemed or construed to prevent the Company from carrying on such business. In particular, the Customer agrees that, notwithstanding anything to the contrary set forth herein, as part of the Company’s provision of the Services hereunder, the Company may utilize software, methodologies, tools, specifications, models, samples and documentation, the Company’s Confidential Information, as well as copyrights,

trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, which have been originated, developed or purchased by the Company or by third parties under agreements to provide services for such third parties. Notwithstanding anything to the contrary in this Section 8.1, upon Customer's full payment to Company of the Implementation Price, title to any Feasibility Study, Feasibility Report, Feasibility Study Proposal, and/or Measurement & Verification Report shall vest to Customer.

8.2 No Use of Documents After Termination. If any Feasibility Study, Feasibility Report or other document prepared by the Company under this Master Agreement is terminated, in whole or in part, by the Customer prior to completion of the installation of any ECM, or the Customer or Company chooses not to proceed with the implementation by Company of an ECM as set forth herein, then the Customer shall be entitled to use, any such document upon full payment therefore pursuant to Section 3.5.6; provided however that, notwithstanding anything to the contrary in this Master Agreement, if Customer uses any such Feasibility Study, Feasibility Report or other document, in whole or in part, prepared by the Company to implement, by or through any third party, any ECMs addressed therein, then (i) such documents are provided "AS IS" without any warranty of any kind, express or implied, and (ii) Customer agrees to release Company from and against any losses, damages or liabilities of any kind resulting or arising from Company's use thereof.

ARTICLE 9- INSURANCE

9.1 Insurance to Be Maintained by the Company. At any time that the Company is performing Services under this Master Agreement at any Customer Location, the Company shall keep and maintain the following minimum insurance coverages:

9.1.1 Statutory Workers' Compensation Insurance: Workers' compensation insurance as required by Applicable Laws where the Services are performed and employer's liability insurance with a limit of liability of one million dollars (\$1,000,000) or statutory limits for the State of Florida.

9.1.2 General Liability Insurance: Comprehensive general liability insurance with a one million dollars (\$1,000,000) combined single limit per occurrence policy for bodily injury, death and/or property damage for each occurrence, with an annual general aggregate per policy of not less than \$2,000,000.

9.1.3 Automobile Liability Insurance: Business auto liability insurance in the amount of one million dollars (\$1,000,000) combined policy limit for bodily injury and property damage for each accident.

9.1.4 Excess Liability or Umbrella Liability: Excess liability or umbrella liability insurance in an amount not less than three million dollars (\$3,000,000) for any one occurrence. Any excess liability or umbrella policy will be applicable to the general liability, auto liability, and employer's liability policies that are required.

The Company shall provide the Customer with insurance certificates which provide evidence of the insurance coverage under this Master Agreement, in form and substance reasonably satisfactory to the Customer. At least twenty (20) days prior written notice of cancellation or non-renewal of the above-noted insurance, with the exception of ten (10) days for nonpayment of premiums, shall be provided to the Customer. Company shall include Customer on all the policies shown in this Section 9.1 as an "Additional Insured" (with the exception of policies listed in Subsection (9.1.1 and 9.1.3) for any liability or damage arising out of the performance of the obligations assumed by Company under this Master Agreement. Any coverage provided under these policies to Customer would be primary to any other coverage available to Customer. Notwithstanding, the failure to provide certificates or add Customer as an additional insured in accordance with this Section shall not release Company in any manner of any liability established under this Master Agreement.

9.2 Notwithstanding any other requirement set forth in this Section 9, Company may self-insure (the "Self-Insurance") to the extent Company or an affiliate of Company (the "Self Insurer") maintains a self-insurance program under which Company may be insured; provided that: (a) the Self-Insurer's Credit Rating is rated at BBB- or better, by Standard & Poor's, and Baa3 or better by Moody's, and (b) Company has provided the Customer with Notice of its election to self-insure pursuant to this Section 9. For any period of time that the Self-Insurer is unrated by Standard & Poor's or the Self-Insurer's credit rating is rated at less than Investment Grade, Company shall comply with the insurance requirements applicable to it under this Section 9. The Customer shall be named as an

additional insured under the Company's General Liability and Automobile Liability insurance or Self-Insurance, and each shall be endorsed to be primary to any insurance maintained by the Customer. The Company shall provide the Customer with insurance certificates or letters of Self-Insurance to evidence the insurance coverage under this Master Agreement in form and substance to the reasonable satisfaction of the Customer. At least twenty (20) days prior written notice of cancellation or non-renewal of the above-noted insurance, with the exception of ten (10) days for nonpayment of premiums, shall be provided to the Customer.

9.3. Insurance to Be Maintained by the Customer. During and throughout the term of this Master Agreement and until all amounts payable to the Company pursuant to this Master Agreement are paid in full, the Customer shall maintain, as of the date of installation of each UCRM, the following minimum insurance coverages:

9.3.1 Statutory Workers' Compensation Insurance. Workers' compensation insurance as required by Applicable Laws where the Services are performed and employer's liability insurance with a limit of liability of one million dollars (\$1,000,000);

9.3.2 General Liability Insurance. Comprehensive general liability insurance with a one million dollars (\$1,000,000) combined single limit per occurrence policy for bodily injury, death and/or property damage for each occurrence, with an annual general aggregate per policy of not less than \$2,000,000.

9.3.3 Automobile Liability Insurance. Business auto liability insurance in the amount of three hundred thousand dollars (\$300,000) combined policy limit for bodily injury and property damage for each accident.

9.3.4 Property Insurance. Comprehensive property insurance, including all risk physical damage insurance, on each UCRM with replacement cost coverage.

9.4 The Customer shall provide the Company with insurance certificates which provide evidence of the insurance coverage under this Master Agreement, in form and substance reasonably satisfactory to the Company. At least twenty (20) days prior written notice of cancellation or material change of the above-noted insurance, with the exception of ten (10) days for nonpayment of premiums, shall be provided by the Customer to the Company. Customer shall include Company on all the policies shown in this Section 9.3 as an "Additional Insured" (with the exception of policies listed in Subsection (9.3.1)) for any liability or damage arising out of the performance of the obligations assumed by Customer under this Master Agreement. Any coverage provided under these policies to Company would be primary to any other coverage available to Company. Notwithstanding, the failure to provide certificates or add Company as an additional insured in accordance with this Section shall not release Customer in any manner of any liability established under this Master Agreement.

9.5 The Company shall provide the Customer with a Certification of Insurance and an endorsement naming the Customer, its officers, employees and agents as an additional insured with regard to the Company's activities carried out under the terms of this Master Agreement. The Customer will be "Additional Insured" as the Certificate Holder on the Certificate of Insurance.

ARTICLE 10- INDEMNIFICATION

10.1 Indemnity Obligations. The Company shall hold the Customer, its officers, agents, and employees harmless against claims by third parties to the extent resulting from the negligence of Company, its employees, representatives, or subcontractors. If and to the extent allowed by Florida law, and without waiving the limits of sovereign immunity as set forth in section 768.28, Florida Statutes, Customer shall hold harmless, indemnify and defend the Company against all liability, claims, judgments or costs for injury to, or death of any person or persons, for the loss or damage to any third party property, and for the imposition of any penalties, fines or other assessments by any governmental agency arising out of the use, ownership of each and any Service Location, operation or performance of the terms of this Master Agreement, but only to the extent resulting from any negligence by Customer, or any of its employees, agents, representatives or those in its care and custody.

10.2 Employee Claims. In any and all claims against a Party, its affiliates or contractors and their respective directors, partners, shareholders, officers, agents and employees (collectively, the "Indemnitee") by an employee of the other Party (the "Indemnitor") or of anyone directly or indirectly employed by any of them or

anyone for whose acts any of them may be liable, the indemnification obligations stated in Section 10.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the indemnifying Party under any applicable worker's compensation law, disability law, or other employee benefit law.

10.3 Defense of Claims. An Indemnitor shall have the right to defend an Indemnitee by counsel (including insurance counsel) of Indemnitor's selection reasonably satisfactory to the Indemnitee, with respect to any claims within the indemnification obligations hereof. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. No Indemnitee shall settle any such claims or actions without prior written consent of the Indemnitor.

10.4 Payment. In the event that either Party is required to make an indemnity payment under this Article 10, such Party shall promptly pay the Indemnitee the amount so determined. The amount owing to the Indemnitee shall be the amount of such Indemnitee's actual out-of-pocket loss or expense, net of any insurance or other recovery paid to such Indemnitee. If there should be a dispute as to the amount or manner of determination of any indemnity obligation, the Indemnitor shall nevertheless pay when due such portion, if any, of the obligation as is not subject to dispute. Upon the payment in full of any claim, the Indemnitor making payment shall be subrogated to the rights of the Indemnitee against any person with respect to the subject matter of such claim.

10.5 Survival. The obligations of the respective Parties under this Article 10 shall survive the termination of this Master Agreement with respect to any claims or liability arising prior to such termination.

10.6 Remedies. The express remedies of this Article 10 are the sole and exclusive obligations of Indemnitor and the sole and exclusive remedies of the Indemnitee with respect to any third party claims within the scope of the indemnities set forth by Section 10.1.

ARTICLE 11- HAZARDOUS MATERIALS

Except to the extent of hazardous materials brought to the Customer Location by Company, the Customer shall have sole responsibility and liability with respect to the proper identification, removal and disposal of any hazardous materials (e.g., asbestos) or correction of any hazardous condition at a Service Location which affects the Company's performance of the Services under this Master Agreement. If, during the course of performing the Services, the Company becomes aware of any such hazardous materials or hazardous condition, the Company shall promptly report such matter to the Customer and before disturbing (or further disturbing) such materials or condition. Work in the affected areas shall be resumed by the Company only upon the written notice from the Customer that such materials have been removed or such condition has been corrected, and then only if such continuation of work shall not violate any applicable law or permit. If and to the extent allowed by Florida law, and without waiving the limits of sovereign immunity as set forth in section 768.28, Florida Statutes, the Customer shall indemnify, defend and hold harmless the Company and its Subcontractors with respect to any liability, cost or expense of whatever nature incurred as a result of any hazardous materials or hazardous condition, except to the extent of hazardous materials brought to the Customer Location by Company.

ARTICLE 12 - TITLE, RISK OF LOSS, AND TAXES

12.1 Passage of Title. Legal title to each installed ECM, including all equipment and materials comprising a part thereof, shall pass to the Customer upon the Substantial Completion Date for the ECM. Notwithstanding the foregoing, the Customer shall bear all risk of loss or damage of any kind with respect to all or any part of an ECM located at a Service Location, whether installed or not, and the Customer shall indemnify and pay the Company for the repair or replacement of any ECM or component thereof stolen, lost, destroyed or damaged at a Service Location, unless such loss or damage is directly caused by the Company or an Subcontractor retained by the Company. Loss or damage to an ECM directly caused by the Company or its Subcontractor shall be the responsibility of the Company. The Customer hereby releases and waives, and will cause its insurers to release and waive, any right of subrogation against the Company and each of its Subcontractors.

12.2 Intentionally Deleted.

12.3 Warranty of Title. Except as set forth in Section 12.2, the Company warrants good title to all ECM's and components thereof furnished or installed by the Company or its Subcontractors, and the Company warrants that title to such ECM's and components shall pass to and vest in the Customer as set forth in Section 12.1 free and clear of all liens, claims, charges, security interests, encumbrances and rights of other parties arising as a result of the actions or failure to act of the Company, its Subcontractors, or their employees.

12.4 Taxes. The Customer agrees to pay any taxes and assessments, whether real or personal, which are now or hereafter imposed or assessed by any governmental authority, whether it be federal, state or local, with respect to the installation, delivery, sale, use, operation or maintenance of the ECM's, and to make all filings in respect of any such taxes and assessments. The Company shall have no obligation or liability with respect to any property tax nor with respect to any income, excess profits, or revenue tax charged or levied against the Customer as a result of this Master Agreement. The Company shall pay any sales and use taxes imposed on the ECM's prior to the Company's delivery or installation of the ECM's, as required by applicable law, subject to any sales and use tax exemptions available to the Company and the Customer. The customer is a sales tax exempt entity; an owner direct purchase (ODP) program may be used, at the direction of the Customer, for all items purchased with a sales tax calculated value greater than \$2,500. All other taxes to be paid from the work will be included in the cost of the work.

ARTICLE 13 - FORCE MAJEURE

If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable.

ARTICLE 14- CHANGES

Upon receiving such a request, the Company may at its sole option prepare and deliver a proposed Change Order to the Customer listing the price of the Changes. If the Customer fails to return an executed Change Order, a form of which is attached to this Master Agreement as Schedule E, the Company shall have no obligation to complete the Changes. A Change also may result from any failure of the Customer, or its representatives or agents, to fulfill its obligations hereunder, which failure materially adversely affects the Company's cost, schedule or performance under this Master Agreement. Should any Change cause a material increase or decrease in the cost of or time required for the Company's performance, or otherwise affects any provision of this Master Agreement, the Company may propose an appropriate adjustment. The Company shall not be obligated to proceed with or perform any Change requested by the Customer hereunder until the Parties have agreed in writing upon any such adjustments resulting from the Change. Except to the extent a Change specifically results in an amendment or adjustment to one or more provisions of this Master Agreement, all provisions of this Master Agreement shall apply to all Changes and no Change shall be implied as a result of any other Change.

ARTICLE 15 - TERMINATION AND DEFAULT

15.1 Termination for Convenience. Either Party may terminate this Master Agreement, in its sole discretion, at any time, without further liability, upon ten (10) days prior written notice to the other Party; provided, however, that such termination shall not apply with respect to any Services or work of the Company previously ordered by the Customer under an Authorization Form executed by the Customer on or prior to the termination date. With respect to any such previously ordered Services or work, including any previously implemented ECM or ECM under implementation, this Master Agreement and the applicable Customer-authorized proposals, shall remain in full force and effect in accordance with their terms, unless both Parties specifically agree in writing to the contrary.

15.2 Termination for Cause.

15.2.1 Termination by Either Party for Default. A Party shall have the right to terminate this Master Agreement or a Customer-authorized Implementation Services Authorization Form for cause if: (a) any proceeding is instituted against a Party seeking to adjudicate such Party as bankrupt or insolvent, or if such Party makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of such Party, or if a Party files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts and, in the case of any such proceeding instituted against such Party (but not by such Party) such proceeding is not dismissed within sixty (60) days of such filing; (b) the Customer fails to perform any payment obligation under this Master Agreement and fails to cure such obligation within thirty (30) days written notice from the Company; (c) a Party substantially fails to perform any non-payment obligation under this Master Agreement and fails to cure or commence and diligently proceed to cure such obligation within thirty (30) days written notice from the other Party, or (d) Company fails to perform any of the duties described in Section 7.3. Subject to Article 6, in the case of such a termination by a Party, to the extent that the reasonable and necessary costs of completing any Services previously ordered by the non-defaulting Party under this Contract, including compensation for obtaining a replacement contractor or for obtaining additional professional services required as a consequence of the defaulting Party's breach, exceed those costs which would have been payable to the defaulting Party but for the defaulting Party's breach, the defaulting Party shall pay the difference to the non-defaulting Party. The Customer shall pay the Company an amount (to the extent not already paid) equal to the sum of all of the Company's reasonable costs incurred in performing the Services up to the termination date, including all costs incurred with respect to any Subcontractors; provided that the Company makes available to the Customer all of the work product, equipment and materials produced or obtained by the Company in performing such Services (except any and all intellectual property of the Company or third parties).

15.2.2 Payment. All amounts payable by either Party pursuant to Sections 15.1 and 15.2 shall be due within thirty (30) days following the submission by the other Party of an invoice therefore, which invoice shall include in reasonable detail an itemization of costs with respect to any amounts measured on the basis of reimbursable costs. Reimbursable costs also shall be subject to audit by the other Party, at the other Party's expense upon reasonable advance notice; provided that such audit shall be completed within sixty (60) days following the submission of the invoice. Amounts not paid by either Party to the other when due hereunder shall bear interest from the date payment was due to and including the date of payment at the Delayed Payment Rate.

ARTICLE 16 - DISPUTES

16.1 No Set-Off. Anything to the contrary notwithstanding, all payments under this Master Agreement shall be made without set-off or deduction. Any payment not made by the date required by the Master Agreement shall bear interest from the date on which such payment was due and payable through and including the date such payment is actually received at the Delayed Payment Rate. If, as a result of a Dispute settled in favor of Customer, a refund is owed to Customer, then the amount of the overpayment shall bear interest from the date on which such payment was received by the Company through and including the date that the overpayment is refunded by the Company at an annual rate equal to the Delayed Payment Rate.

16.2 Pendency of Dispute. The existence of any Dispute, controversy or claim under this Master Agreement, or the pendency of the Dispute settlement or resolution procedures set forth in this Master Agreement, shall not in and of themselves relieve or excuse either Party from its ongoing duties and obligations hereunder or thereunder.

16.3 Alternative Dispute Resolution Process. Upon the written request of either Party, the Parties will meet for the purpose of resolving such Dispute. The Parties agree to discuss the problem and negotiate in good faith to attempt to resolve the Dispute. No formal proceedings may be commenced until either Party concludes in good faith that resolution of the Dispute through continued informal negotiations does not appear likely. Disputes that cannot be settled to in a manner described via informal discussions may be settled by non-binding mediation. Mediation must occur within twenty (20) business days after the Parties agree to submit the dispute to mediation, and the duration of the mediation shall be limited to one (1) business day. The Parties shall mutually select an independent mediator experienced in commercial information system contract disputes, and each Party shall designate a representative(s) to meet with the mediator in good faith in an effort to resolve the Dispute. The specific format of the mediation shall be left to the discretion of the mediator and the designated Party representatives.

ARTICLE 17 - ASSIGNMENT

17.1 Master Agreement Binding. This Master Agreement and each Customer-authorized Feasibility Study and implementation of a Feasibility Report pursuant to a Customer-authorized Implementation Services Authorization Form entered into by the Parties shall be binding upon, and shall inure to the benefit of, the Parties and their successors and permitted assigns.

17.2 Permitted Assignment. Neither Party may assign this Master Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed, unless the assignment is to a successor corporation into which all or substantially all of assets of the assigning Party are merged or otherwise consolidated, regardless of whether the assigning Party is the surviving entity in such merger or consolidation. Any assignment which does not comply with the provisions of this Section 17.2 shall be null and void.

17.3 No Third Party Beneficiaries. Except as otherwise expressly provided herein, this Master Agreement nor any term or provision or obligation arising hereof or hereunder, shall be construed as being for the benefit of any Party not a signatory hereto.

17.4 Timing of Receipt. Notices sent by mail shall be given as of four (4) business days after the date of the postmark, and notices delivered by overnight courier shall be deemed received on the date when left at the address of the recipient. Notices sent by fax shall be effective the date faxed, if a business day, or the following business day otherwise.

ARTICLE 18 - GENERAL PROVISIONS

18.1 Entire Master Agreement. This Master Agreement, including the Schedules attached hereto and any exhibits attached thereto, sets forth the full and complete understanding of the Parties relating to the subject matter hereof as of the Effective Date of Master Agreement, and supersedes any and all negotiations, agreements and representations made or dated prior hereto with respect to the subject matter of this Master Agreement. Any actions or Services described in this Master Agreement which were performed or implemented by the Parties prior to the Effective Date of Master Agreement shall for all purposes be deemed to have been performed under this Master Agreement.

18.2 Amendments. No change, amendment or modification of this Master Agreement or Schedule or exhibits thereto shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by both Parties.

18.3 Status of the Parties. The Company and its Subcontractors shall be independent contractors with respect to the Services performed hereunder irrespective of whether such Subcontractors are approved by the Customer, and neither the Company nor its Subcontractors, nor the employees of either, shall be deemed to be the employees, representatives or agents of the Customer. Nothing in this Master Agreement shall be construed as inconsistent with the foregoing independent contractor status or relationship, or as creating or implying any partnership, joint venture, trust or other relationship between the Company and the Customer.

18.4 Customer & Company. The Parties hereby represents and warrants to the other Party that (i) the execution and delivery by a Party of this Master Agreement and the performance of its obligations hereunder have been duly authorized by all requisite actions and proceedings; are not inconsistent with and do not and will not contravene any provisions of a Party's organizational documents or any applicable law, rule or regulation; have been approved by all necessary persons or entities; and do not and will not conflict with or cause any breach or default under any agreement or instrument to which a Party is a party or by which it or any of its properties is bound; and (ii) this Master Agreement has been duly executed and delivered by the Parties and constitutes the valid and legally binding obligation of each Party, enforceable against the other Party in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general equitable principles.

18.5 Drafting Interpretations and Costs. Preparation and negotiation of this Master Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other. Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating and finalizing this Master Agreement.

18.6 Captions. The captions contained in this Master Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of such document or the intent of any provision contained therein.

18.7 Severability/Divisible Contracts. (a) The invalidity of one or more phrases, sentences, clauses, Sections or Articles contained in this Master Agreement shall not affect the validity of the remaining portions thereof so long as the material purposes of such document can be determined and effectuated. (b) Each Customer-authorized proposal for Services under this Master Agreement shall constitute a separate and divisible contract which the Company may assign to one or more assignees, in whole or in part, and each and every such assignee of the Company shall be entitled to the benefits and rights of the Company under this Master Agreement, and shall be entitled to exercise the rights of the Company under this Master Agreement. No assignee shall be responsible for any obligations of the Company except as expressly assumed in writing by such assignee in accordance with the terms and conditions of Section 17.2.

18.8 Further Assurances. The Company and the Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Master Agreement, in furtherance of the express provisions of this Master Agreement.

18.9 Applicable Law and Venue. This Master Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Any disputes resulting in litigation between the Parties shall be conducted in the state or federal courts of the State of Florida. Proceedings shall take place in the Circuit Court for Indian River County, Florida or the United States District Court for the Southern District of Florida.

18.10 Counterparts. This Master Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties.

18.11 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HERON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MASTER AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS WHETHER ORAL OR PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS MASTER AGREEMENT.

18.12 No Waiver. The failure of a Party to enforce, insist upon, or comply with any of the terms, conditions or covenants of this Master Agreement, or a Party's waiver of the same in any instance or instances shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect.

18.13 Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Master Agreement shall be in writing signed by the Party giving such notice and shall be hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier as follows:

If to the Company:
Attention:

If to the Customer:
The School Board of Indian River County
6055 62nd Ave.
Vero Beach, FL 32967

Fax: 772-564-5109
Tel: 772-564-5060
E-mail: john.earman@indianriverschools.org
Attention: John Earman

Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Form as of the Effective Date.

THE SCHOOL BOARD OF INDIAN RIVER
COUNTY, FLORIDA

BY: _____
NAME: _____
DATE APPROVED: _____

BY: _____
NAME: _____
DATE APPROVED: _____

SCHEDULE A

**FORM OF
FEASIBILITY STUDY AUTHORIZATION FORM**

Project Name:
ECM No.:
Service Location:
Company: , LLC
Customer:
Company Representative:

Name:
Address:
Telephone:
Facsimile: E-mail:

Customer Representative:
Name: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail: _____

I. AUTHORIZATION:

This Feasibility Study Authorization Form (“FSA Form”) is issued by the Company to the Customer pursuant to that certain Master Agreement for Demand Side Management and Energy Efficiency Services (“Master Agreement”), effective as of ____ day of _____, 2013. This FSA Form authorizes the Company to commence Services as described herein pursuant to the terms and conditions of the Master Agreement. This FSA Form is not intended as a Change and in no way amends, varies or modifies the Master Agreement. Any alternate, different or additional terms or conditions referenced by the Customer in subsequent correspondence from the Customer are hereby rejected and will not become part of this FSA Form or alter the Master Agreement unless expressly set forth and incorporated herein. In order for the Company to commence Service set forth in this FSA Form, the Customer is required to sign this FSA Form. Capitalized terms used herein without other definition shall have the meanings set forth in the Master Agreement.

This FSA Form consists of this **FSA Form** and the following attachments, which are incorporated into this FSA Form by this reference: (i) **Exhibit A**–Feasibility Study, and (ii) **Exhibit B**–Feasibility Study Price.

II. SCOPE OF WORK:

The Company shall prepare a Feasibility Report which shall set forth the Services recommended ECM(s) for the implementation at the Service Location identified above, as more particularly described in the Feasibility Study, attached hereto and made a part hereof as **Exhibit A**.

III. FEASIBILITY STUDY PRICE:

Subject to Section 3.5.1 of the Master Agreement, the Customer shall compensate the Company for the Services provided in connection with the creation and development of the Feasibility Report for the price set forth in **Exhibit B**.

The Customer has examined and carefully studied all of this FSA Form, including the Master Agreement and all exhibits, appendices, specifications, terms and conditions thereto and hereby agrees to be bound by any and all terms, conditions, and obligations set forth therein. THIS FORM IS HEREBY ISSUED BY THE COMPANY TO THE CUSTOMER ON THIS _____ DAY OF _____, 2013 (“Effective Date of FSA Form”).

IN WITNESS WHEREOF, the Parties have executed this Form as of the Effective Date of FSA Form.

THE SCHOOL BOARD OF INDIAN RIVER
COUNTY, FLORIDA

BY: _____
NAME: _____
DATE APPROVED: _____

BY: _____
NAME: _____
DATE APPROVED: _____

SCHEDULE A

EXHIBIT A

FEASIBILITY STUDY

Project Name:

ECM: Various

Service Location:

Scope of Services:

Provide a Feasibility Study Report to be delivered 120 days after notice to proceed and addressing the items below for the following buildings:

SCHEDULE A

EXHIBIT B

FEASIBILITY STUDY PRICE

Feasibility Study Price: [Note- Exhibit B to include the Study Price that will be rolled into the Implementation Price if Customer elects to proceed with Implementation]

Payment Schedule:

Form of Invoice:

Address for Invoice:

Retainage Terms: No retainage on Professional Services

Additional Final Payment Conditions: [IF DIFFERENT FROM ARTICLES 3 & 4]

SCHEDULE B
FORM OF
IMPLEMENTATION SERVICES AUTHORIZATION FORM

Project Name: _____
ECM No.: _____
Service Location: _____
Company: _____
Customer: _____
Company Representative: _____

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail: _____

Customer Representative:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail: _____

I. AUTHORIZATION:

This Implementation Services Authorization Form (“ISA Form”) is issued by the Company to the Customer pursuant to that certain Master Agreement for Demand Side Management and Energy Efficiency Services (“Master Agreement”), effective as of ____ day of _____, 20___. This ISA Form authorizes the Company to commence Services as described herein pursuant to the terms and conditions of the Master Agreement. This ISA Form is not intended as a Change and in no way amends, varies or modifies the Master Agreement. Any alternate, different or additional terms or conditions referenced by the Customer in subsequent correspondence from the Customer are hereby rejected and will not become part of this ISA Form or other the Master Agreement unless expressly set forth and incorporated herein. In order for the Company to commence Services set forth in this ISA Form, the Customer is required to sign this ISA Form. Capitalized terms used herein without other definition shall have the meanings set forth in the Master Agreement.

This ISA Form consists of this **ISA Form** and the following attachments, which are incorporated into this ISA Form by this reference: (i) **Exhibit A** – Feasibility Report, and (ii) **Exhibit B** – Implementation Price.

II. SCOPE OF WORK:

The Company shall implement the Feasibility Report which shall set forth Services recommended ECM(s) and the implementation at the Service Location identified above, as more particularly described in the Feasibility Report, attached hereto and made a part hereof as **Exhibit A**.

III. IMPLEMENTATION SERVICES PRICE:

Subject to Section 3.5 of the Master Agreement, the Customer shall compensate the Company for the Services provide in connection with the implementation of a Feasibility Report and any deferral payment obligations due for the Company’s implementation and delivery of the ECM(s) at the Service Locations indentified in the Feasibility Report to the Customer, which shall be set forth in **Exhibit A**.

IV. CUSTOMER COOPERATION:

The Customer shall use reasonable efforts to assist the Company in performing the Services contemplated by this ISA Form, including providing reasonable access to each Service Location, providing information concerning each Service Location, making appropriate Customer personnel available if requested by the Company to assist the Company in performing such Services, and taking any other actions the Company may reasonably request from time to time to achieve the purposes and intent of this Schedule and the Master Agreement.

The Customer has examined and carefully studied all of this ISA Form, including the Master Agreement and all exhibits, appendices, specifications, terms and conditions thereto and hereby agrees to be bound by any and all terms, conditions, and obligations set forth therein. THIS FORM IS HEREBY ISSUED BY THE COMPANY TO CUSTOMER ON THIS _____ DAY OF _____, 200__ (“Effective Date of ISA Form”).

IN WITNESS WHEREOF, the Parties have executed this ISA Form as of the Effective Date of ISA Form.

, LLC

THE SCHOOL BOARD OF INDIAN RIVER
COUNTY, FLORIDA

BY: _____
NAME: _____
DATE APPROVED: _____

BY: _____
NAME: _____
DATE APPROVED: _____

SCHEDULE B

EXHIBIT A

FEASIBILITY REPORT

Project Description: **[PROVIDE GENERAL DESCRIPTION OF PROJECT]**

Service Location:

Scope of Services: **[ATTACH DETAILED SCOPE OF SERVICES]**

Procurement Services: **[SPECIFY ANY PROCUREMENT OBLIGATIONS]**

SCHEDULE B

EXHIBIT B

IMPLEMENTATION PRICE

ECM Price:
Payment Schedule/Deferred Payment Option:
Form of Invoice:
Address for Invoice:
Retainage Terms:
Additional Final Payment Conditions:

SCHEDULE C
FORM OF
NOTICE OF SUBSTANTIAL COMPLETION

Project Name: _____
Service Location: _____
ECM No.: _____
Company: _____
Customer: _____
Company Representative: _____

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail: _____

Customer Representative:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail: _____

EFFECTIVE DATE OF SUBSTANTIAL COMPLETION: _____ (“Effective Date of Notice”)

This Notice of Substantial Completion (“Notice”) is issued by the Company to the Customer pursuant to that certain Master Agreement for Demand Side Management and Energy Efficiency Services (“Master Agreement”), effective as of ____ day of _____, 20___. Initial capitalized words used herein but not defined shall have the meaning ascribed to such words in the Master Agreement.

The Customer certifies that as of the Effective Date of Notice, the Company has achieved Substantial Completion of the ECMs specified in this Notice pursuant to the Implementation Service Authorization Form effective as of ____ date of _____, 20__, all in strict accordance with the Master Agreement.

A list of Punch List items to be completed or corrected by the Company is attached hereto as Exhibit A. In accordance with Section 4.2 of the Master Agreement, the Company will complete or correct the Punch List items listed in Exhibit A.

The ECMs have been reviewed by the Customer and based on that review and the information provided by the Company, the Customer has executed this Notice of Substantial Completion, without modifying the Parties obligations under the Master Agreement.

IN WITNESS WHEREOF, the Company and Customer have made and executed this Notice of Substantial Completion by and through their duly authorized representatives as of the Effective Date written above.

_____, LLC

THE SCHOOL BOARD OF INDIAN RIVER
COUNTY, FLORIDA

BY: _____
NAME: _____

BY: _____
NAME: _____

DATE APPROVED: _____

DATE APPROVED: _____

SCHEDULE C

EXHIBIT A

PUNCHLIST

[INSERT PUNCHLIST ITEMS TO BE COMPLETED]

SCHEDULE D

**FORM OF
FINAL ACCEPTANCE CERTIFICATE**

Project Name: _____

Service Location: _____

ECM No.: _____

Company: _____

Customer: _____

Company Representative: _____

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail: _____

Customer Representative:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail: _____

EFFECTIVE DATE OF FINAL ACCEPTANCE: _____ (“Effective Date of FAC”)

This Final Acceptance Certificate (“FAC”) is issued by the Company to the Customer pursuant to that certain Master Agreement for Demand Side Management and Energy Efficiency Services effective as of ____ day of _____, 200__, between the Customer and the Company (the “**Master Agreement**”). Initial capitalized words used herein but not defined shall have the meaning ascribed to such words in the Contract.

The Customer certifies that as of the Effective Date of FAC, the Company has achieved final completion of the ECMs required pursuant to the Implementation Service Authorization Form effective as of ____ date of _____, 20__, all in strict accordance with the Master Agreement.

This FAC and the certifications of the Customer set forth herein and on any FAC may be relied on by the Company and by any assignee of the Company in connection with the furnishing of the Implementation Services financing to the Customer in accordance with the provisions of the Contract. Any assignee of the Company shall be entitled to the rights, but not the obligations, of the Company under this Schedule.

This FAC is being provided by the Company to the Customer, acknowledging final acceptance of the ECMs specified in this FAC. The Customer has examined and carefully studied all of this FAC, including the Master Agreement and all exhibits, appendices, specifications, terms and conditions. IN WITNESS WHEREOF, the Parties have executed this FAC as of the Effective Date of FAC.

The School Board of Indian River County, Florida

BY: _____
NAME: _____
DATE APPROVED: _____

BY: _____
NAME: _____
DATE APPROVED: _____

SCHEDULE E

**FORM OF
CHANGE ORDER**

Project Name: _____
ECM NO.: _____
SERVICE LOCATION: _____
CUSTOMER: _____
COMPANY: _____
CUSTOMER: _____
DATE OF THIS CHANGE ORDER: _____ (“Effective Date of Change Order”)
CHANGE ORDER NUMBER: _____

This Change Order (“Change Order”) by and between the Customer and the Company, with reference to the above indicated Service Locations and ECM(s). This Change Order is issued pursuant to that certain Master Agreement for Demand Side Management and Energy Efficiency Services effective as of ____ day of _____, 200__, between the Customer and the Company (the “**Master Agreement**”). Capitalized terms used herein without other definition shall have the meanings set forth in the Master Agreement.

The Company and the Customer hereby authorize the following modifications and changes to the [**Feasibility Study referenced in the Feasibility Study Authorization Form effective as of this ____ day of _____, 200__**][**Feasibility Report referenced in the Implementation Services Authorization Form effective as of this ____ day of _____, 200__**][**Master Agreement**]:

(1) ADDITIONAL SERVICES AUTHORIZED. The Customer hereby authorizes the Company to perform the following additional items of work (in addition to all other Services described in the Master Agreement) and the [**Feasibility Price**][**Implementation Price**] is increased accordingly by the amount set forth in the table made a part of this Change Order: (describe additional work fully).

ADD

(the “Additional Services”)

[The Substantial Completion Date and the effective date of the anticipated Final Acceptance Date are hereby extended for a period of _____ (____) days in order for the Contractor to perform the Additional Services.][IT IS UNDERSTOOD THAT THE SUBSTANTIAL COMPLETION DATE AND THE FINAL ACCEPTANCE DATE DO NOT REQUIRE EXTENSIONS ON ACCOUNT OF THE ADDITIONAL SERVICES.]

OR

This Change Order is being provided by the Company to the Customer, acknowledging acceptance of the modification(s) specified in this Change Order, and the Master Agreement, which is incorporated herein. The Customer has examined and carefully studied all of this Change Order, including the Master Agreement and all exhibits, appendices, specifications, terms and conditions thereto and hereby agrees to be bound by any and all terms, conditions, and obligations set forth therein. THIS FORM IS HEREBY ISSUED BY COMPANY TO THE CUSTOMER AS OF THE EFFECTIVE DATE OF CHANGE ORDER INDICATED ABOVE.

The School Board of Indian River County, Florida

BY: _____
NAME: _____
DATE APPROVED: _____

BY: _____
NAME: _____
DATE APPROVED: _____

**MASTER AGREEMENT
FOR
DEMAND SIDE MANAGEMENT AND ENERGY EFFICIENCY SERVICES**

THIS MASTER AGREEMENT is made and entered into on this 22nd day of July, 2014 ("Effective Date of Master Agreement"), by and between BGA, Inc. (the "Company"), and The School Board of Indian River County (the "Customer"), a political subdivision of the State of Florida, with reference to the following:

RECITALS

A. The Company is in the business of providing demand side management energy efficiency Services for its customers pursuant to a Company initiated Program;

B. The Customer has agreed to participate in the Program by considering the furnishing and upgrading of its facilities with energy efficient equipment and systems in order to achieve potential water and energy savings; and

C. Pursuant to this Master Agreement, the Parties wish to set forth their understanding concerning certain Services which may be provided by the Company to the Customer under the Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 Agent has the meaning set forth in Section 7.5.

1.2 Annual Consumption means, for each ECM implemented under this Master Agreement, the consumption of agreed-upon Energy Savings Components attributed to a certain Service Location following the implementation of an ECM.

1.3 Authorization Form means a form prepared by the Company for the purpose of identifying the Customer's options for proceeding with the evaluation, design or installation of specific ECMs identified at one or more Service Locations. An Authorization Form shall accompany each of the following types of documents prepared by the Company under this Master Agreement: Feasibility Study Proposals and Feasibility Reports.

1.4 Base Rate means an agreed-upon monetary rate for each Energy Savings Component agreed to by the Parties in the Implementation Services Authorization Form. The Base Rate shall be utilized to determine the payment required from the Company to the Customer in case of an Energy Savings Shortfall, as described in Section 4.4.

1.5 Change means a request by the Customer that changes the Services, which may consist of modifications or additions to, or deletions from, any Services to be performed or materials to be provided by the Company, arising under this Master Agreement.

1.6 Commencement Date means the date the Company begins operations on an ECM.

1.7 Company means BGA, Inc.

1.8 Confidential Information means all non-public information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by the disclosing

Party or otherwise, disclosed to the receiving Party in connection with this Master Agreement and (i) marked as "confidential" or "proprietary" by an appropriate stamp, label, legend or other written notice thereon if transmitted electronically or other written form, or (ii) information disclosed, but not marked as "confidential" or "proprietary", provided such information would in the ordinary course of events be considered by a reasonable person in the circumstances to be proprietary or confidential information of the disclosing Party, or (iii) if disclosed orally by the disclosing party, then the disclosing Party shall confirm that such information should be considered Confidential Information in a written memorandum or e-mail transmittal to the receiving Party within thirty (30) days after such visual or oral disclosure. Confidential Information shall not include: (a) information which is or becomes publicly available other than as a result of a violation of this Master Agreement; (b) information which is or becomes available on a non-confidential basis from a source which is not known to the receiving Party to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to the disclosing Party; (c) information which the receiving Party can demonstrate was legally in its possession prior to disclosure by the disclosing Party; or (d) information which is developed by or for the receiving Party independently of the disclosing Party's Confidential Information. The parties acknowledge this Agreement is subject to Chapter 119, Florida Statutes, the Public Records Act, and that each Party shall comply with the requirements of that law.

1.9 Customer means the person designated in the first paragraph of this Master Agreement as the recipient of Services under the Program in accordance with the terms of this Master Agreement.

1.10 Customer's Baseline Consumption means a mutually agreed-upon amount representing the annual consumption of agreed-upon Energy Savings Components attributed to a Service Location prior to implementation of an ECM.

1.11 Delayed Payment Rate means a rate of interest equal to one-and-one-half percent (1½%) per month, which applies to unpaid Feasibility Study Price, Implementation Price and other amounts which the Customer may become obligated to pay to the Company under the terms of this Master Agreement.

1.12 Dispute means any dispute or disagreement that may arise between the Parties with respect to the interpretation of any provision of this Master Agreement, the performance of either Party under this Master Agreement, or any other matter that is in dispute between the Parties related to this Master Agreement.

1.13 ECM or Energy Conservation Measure means a measure to reduce energy or water or operating costs of facilities, as identified by the Company at a specified Customer Location. The term includes, but is not limited to:

Installing, replacing or modifying any of the following:

Insulation of a building structure and systems within the building;

Window and door systems that reduce energy consumption or operating costs, such as storm windows or doors, caulking or weather stripping, multiglazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems,, additional glazing, and reductions in glass area;

Automatic energy control systems, including computer software and technical data licenses;

Heating, ventilating, or air-conditioning system modifications or replacements that reduce energy or water consumption;

Lighting fixtures that increase energy efficiency;

Energy recovery systems;

Electric systems improvements;

Water-conserving fixtures, appliances, and equipment or the substitution of non-water-using fixtures, appliances, and equipment;

Water-conserving landscape irrigation equipment;

Landscaping measures that reduce watering demands and capture and hold applied water and rainfall, including (i) Landscape contouring, including the use of berms, swales, and terraces; and (ii) The use of soil amendments that increase the water-holding capacity of the soil, including compost;

Rainwater harvesting equipment and equipment to make use of water collected as part of a storm-water system installed for water quality control;

Equipment for recycling or reuse of water originating on the premises or from other sources, including treated municipal effluent;

Equipment needed to capture water from non-conventional, alternate sources, including air conditioning condensate or gray-water, for non-potable uses;

Metering equipment needed to segregate water use in order to identify water conservation opportunities or verify water savings;

Automated, electronic, or remotely controlled technologies, systems or measures that reduce utility or operating costs;

Software-based systems that reduce facility management or other facility operating costs;

An improvement that reduces solid waste and associated removal costs;

Meter replacement, installation, or modification, installation of an automated meter reading system, or other construction, modification, installation, or remodeling of water, electric, gas, fuel, communication, or other supplied utility system; or

Any other measure not otherwise specified, which is designed to reduce utility consumption, reduce wastewater costs, enhance revenue, or avoid capital costs, including improvements or equipment related to renewable energy or non-conventional water sources or water reuse.

1.14 Energy Savings means a measured reduction in the cost of fuel, energy or water consumption, or wastewater production; stipulated operation and maintenance savings; improvements in supplied utility systems, including without limitation, revenue enhancements or reduction in net operating costs resulting from increased meter accuracy or performance; and identified capital savings; created from the implementation of one or more energy, water, or wastewater efficiency or conservation measures when compared with an established baseline for the previous cost of fuel, energy or water consumption, wastewater production, stipulated operation and maintenance, meter accuracy or performance and identified capital costs (Florida Statutes Sec. 489.145). The Energy Savings will be calculated by subtracting the Annual Consumption from the Baseline Consumption for each agreed-upon Energy Savings Component.

1.15 Energy Savings Components means those components that the Parties agree will contribute to the Energy Savings. The Energy Savings Components shall be set forth in the Implementation Services Authorization Form.

1.16 Energy Savings Overage means a situation where the Energy Savings exceeds the Guaranteed Energy Savings.

1.17 Energy Savings Shortfall means a situation where the Energy Savings is less than the Guaranteed Energy Savings.

1.18 Feasibility Study means the Services performed by the Company, including the preparation of a Feasibility Report, for the purpose of assisting the Customer in determining whether to proceed with Implementation Services for the installation and construction of particular ECMs at specified Service Locations.

1.19 Feasibility Study Price means the compensation to be paid by the Customer to the Company for conducting a Feasibility Study and issuing a Feasibility Report.

1.20 Feasibility Study Proposal means a written proposal within a Feasibility Study Authorization Form as described in Article 3, prepared by the Company in consultation with the Customer specifying the particular

Services to be performed by the Company in conducting a Feasibility Study and preparing a Feasibility Report with respect to ECMs identified at specified Service Locations.

1.21 Feasibility Report means the written report which is issued by the Company to the Customer to summarize the Company's findings based upon a Feasibility Study of particular ECMs at specified Service Locations.

1.22 Final Acceptance Date shall have the meaning set forth in Section 4.2.4.

1.23 Force Majeure Event means an event, which may include but is not limited to, acts of God, fire, flood, windstorm, war, terrorism, sabotage, revolution, acts of any government or governmental agency, strikes or other labor difficulty, insurrection, riot, strikes, and telecommunications failures, but only to the extent that such event is beyond the reasonable control of, and not a result of the fault or negligence of, the affected Party.

1.24 Guaranteed Energy Savings means the Energy Savings guaranteed by the Company and set forth in each Feasibility Report prepared for each individual ECM.

1.25 Implementation Price means the cost to the Customer for particular ECMs at specified Service Locations. The Implementation Price shall include the cost for Implementation Services, and financing costs, for the duration of the Payback Criteria.

1.26 Implementation Services means the Services provided or proposed to be provided by the Company to construct, install or otherwise implement one or more ECMs at specified Service Locations in accordance with the terms of a Feasibility Report, which Services shall include, but not be limited to, (a) causing the procurement, construction and installation of all materials, equipment and systems required to implement each ECM at a particular Service Location, (b) providing and paying for all labor and support services necessary to perform such work, (c) supplying to the Customer copies of any operation and maintenance manuals available from the manufacturers, vendors and suppliers of equipment or systems comprising a part of any installed ECM, (d) providing on-site training for a reasonable number of the Customer's designated operating personnel, if such training is reasonably required or necessary for the proper operation and maintenance of any complex equipment or system comprising a part of any installed ECM, and (e) arranging for the final inspection and check-out of each installed ECM.

1.27 Master Agreement means this Master Agreement for Demand Side Management and Energy Efficiency Services, including any and all schedules and exhibits attached thereto, as may be amended from time to time. The terms, conditions, representations, warranties and other provisions of this Master Agreement shall apply by reference to each and every Feasibility Study Proposal, Feasibility Report, and any other written proposal, document, notice or Authorization Form issued under the terms of this Master Agreement, as if such provisions were set forth expressly therein.

1.28 Measurement & Verification Report means an annual report issued by the Company to the Customer setting forth, for each agreed-upon Energy Savings Component at a particular ECM: the Annual Consumption, the Baseline Consumption, the Energy Savings for each Energy Savings Component, whether the Energy Savings has met the Guaranteed Energy Savings, and, where an Energy Savings Shortfall exists, the amount of payment due from the Company to the Customer, in accordance with Section 4.4 herein.

1.29 Minor Deficiencies means, with respect to a particular ECM which has been determined by the Company to be Substantially Complete, any construction, installation or other Implementation Services identified in a Punch List which do not materially affect the ability of the ECM to properly operate and function in accordance with its intended purpose pursuant to this Master Agreement and the terms and specifications contained in a Customer-executed Implementation Services Authorization Form.

1.30 Notice of Substantial Completion means a written notice issued by the Company to notify the Customer of the substantial completion of the installation of an ECM.

1.30 Party or Parties means the Company and Customer identified in the opening paragraph of this Master Agreement.

1.32 Payback Criteria means, with respect to an ECM, the number of years obtained by dividing (i) the total estimated implementation cost of the ECM (including the costs incurred by the Company under this Master Agreement, but excluding all financing costs associated with implementation of the ECM), by (ii) the estimated savings to the Customer from the installed ECM, including energy savings, maintenance savings, avoided capital costs, and other avoided costs as applicable. All such estimates shall be made by the Company, in its sole professional judgment, provided however that the resulting Payback Criteria must be mutually agreed upon between the Parties.

1.33 Person means any individual or entity of any type, including, but not limited to, corporations, partnerships, business trusts, associations, governmental agencies, political subdivisions, state, district, college, university, board or other organization.

1.34 Program means the demand side management Services provided by the Company for its customers pursuant to a Company-initiated program known as the Energy Efficiency Services Program.

1.35 Punch List means, with respect to a particular ECM, a list of Minor Deficiencies provided by the Customer to the Company prior to or along with the Customer's execution of a Notice of Substantial Completion.

1.36 Service Location means a facility legally owned or operated by the Customer at which the Customer desires the Company to perform Services.

1.37 Services mean the energy efficiency services provided by the Company to the Customer under the Program and pursuant to the terms of this Master Agreement, including, but not limited to, the preparation of Feasibility Study Proposals, Feasibility Studies and Implementation Services.

1.38 Subcontractor means a third-party subcontractor mutually agreed upon between the Parties who is retained by the Company to perform design, installation, funding, or construction work at the Customer's Service Location(s) pursuant to a Customer-authorized Implementation Services Authorization Form (as set forth in Section 4.1).

1.39 Substantial Completion or Substantially Complete means, with respect to a particular ECM, that level of construction and implementation which renders the ECM operational, regardless of whether the ECM has one or more Minor Deficiencies, as determined within the reasonable exercise of the Company's professional judgment and as determined by the County's acceptance of the Notice of Substantial Completion.

1.40 Substantial Completion Date means the date or milestone for which each individual ECM is determined by the Company, and accepted by the Customer, to be Substantially Complete.

1.41 Vendor means any vendor, manufacturer, or other representative of an ECM vendor, manufacturer, or distributor utilized by the Company in providing Services in accordance with this Master Agreement.

ARTICLE 2 - SCOPE OF MASTER AGREEMENT AND TERM

2.1 Scope. Subject to the terms and conditions of this Master Agreement, the Company agrees to furnish to the Customer, and the Customer agrees to purchase and receive from the Company, certain Services at the Customer's specified Service Locations. The Parties shall agree upon the Services, and the cost thereof, that the Company will furnish to the Customer with respect to each Service Location and with respect to ECMs identified at a particular Service Location prior to the Company commencing work at any designated Service Location as set forth in an Authorization Form which accompanies one or more Feasibility Study Proposals and Feasibility Reports, as set forth in Articles 3 and 4 of this Master Agreement. Each of the various proposals, documents and forms referenced in this Master Agreement shall adopt and incorporate the terms and conditions of this Master Agreement as if such terms and conditions were expressly set forth within such proposals, documents and forms. Unless expressly stated in a Change Order in accordance with Article 14 below, where the terms and conditions of any

schedules or exhibits thereto are inconsistent with the terms and conditions of this Master Agreement, the terms of this Master Agreement shall govern the terms and conditions of the Service. In the event the terms and conditions of Change Orders conflict, the most recently executed Change Order shall govern the terms and conditions of the Service.

2.2 Term. This Master Agreement shall commence upon Effective Date and shall continue in effect until the end of Customer's fiscal year (the "Initial Term"). This Master Agreement shall automatically renew for additional twelve (12) month periods (each a "Renewal Term" and collectively with the Initial Term, the "Term") unless either Party gives written notice of its intent not to renew the Term at least thirty (30) days prior to the expiration of the then current Term. The term of each individual Implementation Services Authorization Form shall be as set forth therein, and shall be determined based upon the Payback Criteria of each such form.

ARTICLE 3- FEASIBILITY STUDY AND REPORT

3.1 Preparation of Feasibility Study Authorization Form by Company. The Company may prepare and deliver to the Customer a Feasibility Study Authorization Form, which identifies any potential ECMs that the Company believes, in its sole professional judgment, may provide appropriate justification to proceed with the preparation of a Feasibility Study. Each Feasibility Study Proposal shall include a designation of the Services to be provided, the technologies to be included in the proposed Feasibility Study and the Feasibility Study Price. A Form of Feasibility Study Authorization Form is attached to this Master Agreement as Schedule A.

3.2 Authorization to Proceed with Feasibility Study. Unless otherwise mutually agreed to by the Parties in writing, a Feasibility Study Authorization Form must be executed by the Customer and delivered to the Company within sixty (60) days after the Customer's receipt of the Feasibility Study Authorization Form to authorize the Company to proceed with the Feasibility Study. Upon the Company's timely receipt of a properly completed Feasibility Study Authorization Form wherein the Customer requests a Feasibility Study for any or all of the ECMs identified in the Feasibility Study Authorization Form, then the Company shall prepare and submit a Feasibility Study to the Customer. If the Customer elects to not authorize a Feasibility Study, or if the Customer fails to deliver to the Company an executed Feasibility Study Authorization Form within the sixty (60) day period provided by this Section 3.2, the Company shall have no duty or obligation to conduct a Feasibility Study with respect to any of the ECMs at the Service Locations identified in the Feasibility Study Authorization Form, nor shall the Customer have any payment obligation to Company for the preparation of the Feasibility Study Authorization Form or the Feasibility Report.

3.3 Feasibility Report. Pursuant to a Customer-authorized Feasibility Study performed by the Company in accordance with a Feasibility Study Authorization Form, the Company shall provide a Feasibility Report setting forth the recommended ECMs for implementation at any Service Locations surveyed based on a life-cycle cost analysis and estimated energy savings for each ECM. The Company shall prepare and submit to the Customer a Feasibility Report specifying each recommended ECM and providing for each (a) the expected Implementation Price, (b) the Guaranteed Energy Savings; (c) the Payback Criteria; and (d) the estimated timing for the Implementation Services. The report shall be comprehensive; including all cost estimates including but not limited to Companies accrued costs in developing the Report, and estimated Implementation costs, but also the associated costs of various funding sources and types as approved by both parties and then presented to the Customers board for a final decision on proceeding to an Implementation Services Agreement. Any design work completed prior to the report, and mutually agreed as a viable part of any ECM, and the costs associated with any ECMs that Customer has completed prior to the Report being prepared will be incorporated into the Report and a credit to the Implementation Services shown as a credit to the overall cost of the project and the subsequent pay back calculation.. In the case of each ECM examined in a Feasibility Report, the Company shall provide sufficient information to determine whether the agreed upon Payback Criteria is expected to be met based on the Company's estimates. Pursuant to Section 1013.23(3)(d) of the Florida Statutes, the Feasibility Report will be signed and sealed by a registered professional engineer of Company.

3.4 Authorization to Proceed with Implementation Services. Each Feasibility Report will include an Implementation Services Authorization Form, as defined below in Section 4.1, which must be executed by the Customer and delivered to the Company within sixty (60) days after the Customer's receipt of the Feasibility Report

to authorize the Company to proceed with the Implementation Services in accordance with Article 4. If the Customer timely delivers to the Company an executed Implementation Services Authorization Form, the Company will proceed with the Implementation Services authorized by the Customer on the Implementation Services Authorization Form; provided, however, that if the Customer elects to proceed with less than fifty percent (50%) of the recommended ECMs (as determined on an estimated Implementation Price basis) identified in a Feasibility Report, the Company shall have the ability to refuse to proceed with the Implementation Services identified in a Feasibility Report for any ECMs that the Customer elects to proceed. Each Implementation Services Authorization Form accompanying and referencing a Feasibility Report will include an option allowing the Customer to defer payment of the Feasibility Study Price in accordance with Section 3.5.3 if the Customer elects to proceed with additional Implementation Services.

3.5 Feasibility Study Price and Payment Terms.

3.5.1 Feasibility Study Price. Except as otherwise provided in Section 3.5.3 or 3.2, the Customer shall pay to the Company the Feasibility Study Price which is included in a Customer-executed Feasibility Study Authorization Form for all Services performed by the Company in conducting a Customer-authorized Feasibility Study and issuing a Feasibility Report. The Feasibility Study Price is the full compensation for the Services performed by the Company in conducting a Company-authorized Feasibility Study and rendering a Feasibility Report and includes all federal, state and local taxes, if any, assessed with respect to the Services or with respect to the furnishing of any items under the Feasibility Study. All Fees to be rolled into Implementation Agreement.

3.5.2 Payment Upon Failure to Authorize Additional Services. If the Customer elects to not proceed with Implementation Services or fails to deliver to the Company a completed and executed Implementation Services Authorization Form within sixty (60) days of the Customer's receipt of a Feasibility Report, the Company shall have no duty or obligation to proceed with any Implementation Services with respect to the ECMs identified in the Feasibility Report, and the Company shall provide an invoice to the Customer for the full Feasibility Study Price determined in accordance with Section 3.5.1 or 3.2 and included in the Feasibility Study Authorization Form.

3.5.3 Deferral Election. In the event the Customer elects to proceed with Implementation Services for one or more ECMs pursuant to Section 3.4, the Customer shall elect on the Implementation Services Authorization Form accompanying and referencing a Feasibility Report to either (a) receive an invoice for the full amount of the Feasibility Study Price, or (b) roll-over payment of the Feasibility Study Price into the cost of Implementation Services and defer such payment of the Feasibility Study Price until such time as compensation is payable to the Company pursuant to Article 4 for Implementation Services. If the Customer elects to receive an invoice pursuant to clause (a) of this Section 3.5.3, or if the Customer fails to make a timely election pursuant to the foregoing, the Company shall issue an invoice for the full amount of the Feasibility Study Price, and the Customer shall pay such amount within thirty (30) days following receipt of the invoice.

3.5.4 Late Payments. Any overdue payment under Article 3 shall bear interest at the Delayed Payment Rate from the date such payment is due until and including the date of payment, unless otherwise required by the Local Government Prompt Payment Act (Section 218.70 *et seq.*, Florida Statutes).

3.5.5 Release from Obligation to Pay Feasibility Study Price. Notwithstanding any provision in Section 3.5.1 to the contrary, the Customer shall have no obligation hereunder to pay the Company for a Feasibility Study performed by the Company or Feasibility Report prepared by the Company if the Feasibility Report submitted by the Company does not identify at least one potential ECM at a Customer Service Location specified in the Customer-executed Feasibility Study Authorization Form which meets the agreed upon Payback Criteria as set forth in the Feasibility Study Authorization Form.

3.5.6 Notice of Termination of Feasibility Study by the Company. In the event the Company determines, prior to submission of the Feasibility Report to the Customer, that the Company will not be able to identify at least one potential ECM that meets the agreed upon Payback Criteria as set forth in the Feasibility Study Authorization Form, then the Company, in its sole discretion, may elect by written notice to the Customer to terminate its duties and obligations to complete and deliver the Feasibility Report, unless the Customer, within five (5) days following receipt of such notice, elects in writing to waive the provisions of Section 3.5.5 and to pay to the Company the Feasibility Study Price as otherwise set forth in Section 3.5.1.

ARTICLE 4 – INSTALLATION, IMPLEMENTATION, PAYMENT AND GUARANTEED ENERGY SAVINGS

4.1 Authorization to Proceed with Implementation Services. Each Feasibility Report will be referenced and incorporated into an Implementation Services Authorization Form which must be executed by the Customer and delivered to the Company within sixty (60) days after the Customer's receipt of the Feasibility Report to authorize the Company to proceed with the Implementation Services identified in the Feasibility Report. A Form of Implementation Services Authorization Form is attached to this Master Agreement as Schedule B. If the Customer timely delivers to the Company an executed Implementation Services Authorization Form, the Company will proceed with conducting the Implementation Services specified in the Feasibility Report. If the Customer elects to not authorize the Implementation Services or if the Customer fails to deliver to the Company an executed Implementation Services Authorization Form within the sixty (60) day period provided by this Section 4.1, the Company shall have no duty or obligation to perform any Implementation Services with respect to any of the ECMs at the Service Locations identified in the Feasibility Report, and the Customer shall pay the Company for the Feasibility Study prepared for such ECM pursuant to Article 3. In the event that Company proceeds with implementation of ECMs under any Implementation Services Authorization Form, Company shall provide Customer a 100% payment and performance bond.

4.2 Substantial Completion and Final Acceptance.

4.2.1 Inspections and Notice of Substantial Completion. During the performance of Implementation Services under this Article 4, the Customer shall have the right to conduct reasonable inspections of the work of the Company or any Subcontractor at any time upon reasonable prior notice. Upon Substantial Completion of construction and installation of each ECM in accordance with the requirements of the applicable Feasibility Report, Company shall deliver to Customer a Notice of Substantial Completion in the form set forth in Schedule C and Building Inspectors/Engineers certification of Substantial Completion. Within thirty (30) days following receipt by the Customer of a Notice of Substantial Completion, (i) the Customer shall conduct an inspection, and either (ii)(a) the Customer shall complete a Punch List in the form set forth in Exhibit A to Schedule C and approve the Notice of Substantial Completion by delivering to Company an executed and completed Notice of Substantial Completion with the attached Punch list, or (ii)(b) the Customer shall provide Company notice of any potential material defects or deficiencies of the ECM. If the Customer fails to deliver a completed and executed Notice of Substantial Completion containing Punch List items within thirty (30) days following the Customer's receipt of a Notice of Substantial Completion, the Customer shall be deemed to have approved the Notice of Substantial Completion.

4.2.2 Correction of Material Defects or Deficiencies. Following Company's receipt of a timely notice by Customer of any potential defect or deficiency of the ECM, if the Customer and Company mutually agree that a material defect or deficiency exists, then the Company shall cause any necessary corrections to be made to remedy the material defect or deficiency. Thereafter, Company shall deliver a new Notice of Substantial Completion, which will restart the process of Section 4.2.1. Any dispute as to the existence of a material defect or deficiency shall be handled pursuant to Article 16 of the Master Agreement. If the Customer (i) fails to deliver written notification to the Company of a material deficiency or defect of an ECM within thirty (30) days following the Customer's receipt of a Notice of Substantial Completion, and (ii) fails to approve the Notice of Substantial Completion by delivering to Company an executed and completed Notice of Substantial Completion, the Customer shall be deemed to have approved the Notice of Substantial Completion without any material defects or deficiencies.

4.2.3 Correction of Punch List Items. Following Company's timely receipt of notice by Customer of any Punch List, the Company shall, within a reasonable period of time, not to exceed sixty (60) days, correct any Minor Deficiencies identified in the Punch List which the Company and Customer mutually agree are necessary or appropriate for completion of the ECM. Any dispute as to the existence of any Minor Deficiencies shall be handled pursuant to Article 16 of the Master Agreement.

4.2.4 Notice of Final Completion. Following approval or deemed approval of the Notice of Substantial Completion by Customer, and the correction of any Minor Deficiencies identified in the Punch List by Company, the Company shall deliver to Customer a Certificate of Final Acceptance in the form set forth in Schedule D. If the ECM is found to be complete, including the correction of any Minor Deficiencies identified in the Punch List, the Customer shall execute and return to the Company a Certificate of Final Acceptance within thirty (30) days

following receipt by the Customer of the Certificate of Final Acceptance. If, upon inspection by the Customer, the ECM is not found to be complete, then the Customer shall so notify the Company within such thirty (30) day period, and the Company shall promptly perform any necessary corrections and repairs. When the Company has completed such corrections and repairs, it shall again issue a Certificate of Final Acceptance to the Customer, and the foregoing procedure shall be repeated until such time as the Customer shall execute and return the Certificate of Final Acceptance; provided, however, that a failure of the Customer to respond altogether within any such thirty (30) day period following the receipt of a the Certificate of Final Acceptance from the Company shall be deemed approval by Customer of the Certificate of Final Acceptance. The date on which the Customer approves, or is deemed to have approved the Final Acceptance Certificate for an ECM shall be the Final Acceptance Date for such ECM ("Final Acceptance Date").

4.2.5 Payment Unconditional Upon Substantial Completion. The Customer acknowledges that, notwithstanding the existence of any Minor Deficiencies, regardless of their inclusion in a Punch List, the Customer unconditionally agrees to make payment to the Company for the ECMs listed in a Notice of Substantial Completion once the ECMs are, or are deemed to be, Substantially Complete. The Customer acknowledges that, upon the Substantial Completion Date of an ECM, the Customer's payment obligation of ninety percent (90%) of the Implementation Price set forth in the Feasibility Report for the ECM (notwithstanding the existence of Minor Deficiencies or the failure of the Company to properly complete or correct such Minor Deficiencies), is absolute, unconditional and irrevocable and shall not be affected by any circumstance whatsoever, including, without limitation, any set-off, abatement, counterclaim, suspension, recoupment, reduction, rescission, defense or other right.

4.2.6 Effect of Final Acceptance. The Customer acknowledges that, upon the Final Acceptance Date of an ECM, the Customer's payment obligation of the remaining ten percent (10%) of the Implementation Price set forth in the Feasibility Report for the ECM, is absolute, unconditional and irrevocable and shall not be affected by any circumstance whatsoever, including, without limitation, any set-off, abatement, counterclaim, suspension, recoupment, reduction, rescission, defense or other right.

4.2.7 Reliance. The provisions of Article 4 may be relied on by the Company and by any assignee of the Company in connection with the furnishing of ECM financing to the Customer in accordance with the provisions of the Master Agreement. Any assignee of the Company shall be entitled to the rights, but not the obligations, of the Company under this Article 4.

4.2.8 ECM Responsibility. Unless otherwise mutually agreed to by the Parties in the Implementation Services Authorization Form, the Company assumes no responsibility for performance or maintenance of ECMs, which are to be insured by the Customer. Maintenance of equipment shall be addressed in the Implementation Schedule. This should include, but not be limited to, (1) responsibility for maintenance of ECM equipment, (2) designation and agreement by the Parties of full service vs. preventative maintenance (3) responsibility for major equipment failure, (4) maintenance requirements and (5) responsibility for repairs. It is agreed that the responsible Party must show evidence of proper maintenance prior to subsequent actions in the event of improper ECM function. No Vendor is an agent of Company, and no Vendor or employee of any Vendor is authorized to waive, supplement or otherwise alter any terms, conditions, or agreement between the Company and the Customer.

4.2.9 Training. If applicable, and if set forth in a Customer-authorized implementation of a Feasibility Report pursuant to a Customer-authorized Implementation Services Authorization Form, the Company shall provide on-site training for a reasonable number of the Customer's operating personnel with respect to completed ECMs, and the Customer shall assist in such training, all as more fully specified in the Feasibility Report. Unless otherwise provided in the Feasibility Report, such training shall be conducted with respect to an ECM following the Substantial Completion Date of the ECM.

4.3 Implementation Price and Payment.

4.3.1 Implementation Price. The Customer shall pay to the Company the Implementation Price set forth in the Feasibility Report for all Implementation Services performed by the Company pursuant to a Customer authorized Implementation Services Authorization Form. The Implementation Price is the full compensation for such Implementation Services and includes all federal, state and local taxes, if any, including sales, use and excise

taxes, assessed with respect to the Implementation Services or with respect to the furnishing of equipment and materials thereunder.

4.3.2 Implementation Price Payment. Within thirty (30) days following the Substantial Completion Date or as otherwise set forth in the draw schedule attached to the Implementation Services Authorization Form, the Company shall provide an invoice to the Customer for all or any portion of the Implementation Price together with any Feasibility Study Price for such ECM(s), and the Customer shall be obligated to pay the total of such amounts within thirty (30) days following receipt of the invoice. In the event the Master Agreement is terminated by either Party prior to the Substantial Completion Date, all accrued and unpaid Feasibility Study Price and Implementation Price including any unpaid interest accrued upon such amounts, shall be paid by the Customer to the Company within thirty (30) days following the Customer's receipt of an invoice therefor.

4.3.3 Late Payment. Any overdue payment under section 4.4 shall bear interest at the Delayed Payment Rate from the date such payment is due until and including the date of payment, unless otherwise required by the Local Government Prompt Payment Act (Section 218.70 *et.seq.*, Florida Statutes).

4.3.4 Identification of Energy Savings. As applicable, the Company shall set forth appropriate systems and procedures for measuring and verifying the actual energy savings resulting from the Implementation Services of an ECM, which shall be set forth in an applicable Feasibility Report, and shall be subject to approval by the Customer.

4.3.5 Implementation Requirements. Company shall comply with the terms of the Feasibility Study Proposal in the implementation of any ECMs in accordance with this Master Agreement, including, but not limited to, the Small Business Enterprise participation percentages, if any, set forth in the Feasibility Study Proposal.

4.4 Guaranteed Energy Savings. If, at the end of every twelve (12) months following the Final Acceptance Date of any given ECM, or otherwise stated in the Implementation Services Authorization Form, an Energy Savings Shortfall exists, the Company shall pay the Customer the Energy Savings Shortfall. The Company shall remit the Energy Savings Shortfall to the Customer within forty-five (45) days of issuing the Measurement & Verification (M&V) Report to the Customer. In the event that an Energy Savings Overage exists, the Energy Savings Overage shall not be used as a credit to cover a potential Energy Savings Shortfall in subsequent years.

4.5 Liquidated Damages. Liquidated damages shall be imposed for delays in implementation of each individual ECM. The terms of any specific liquidated damages clause shall be included within each individual Implementation Services Authorization Form.

ARTICLE 5- WARRANTY

5.1 Equipment Warranties. The Company covenants and agrees that all materials and equipment to be installed as part of this Master Agreement shall be protected by appropriate original equipment manufacturer (OEM) written warranties covering all parts and equipment performance; provided that such warranties shall at a minimum warrant that the equipment shall (i) be new, unused and undamaged when delivered, (ii) be free from improper workmanship and defects. A minimum warranty period of one (1) year from installation date shall apply to all the equipment, except that the Company further agrees to warranty certain specified equipment for longer terms, as mutually agreed in any Implementation Acknowledgment Form or Feasibility Study attached thereto ("Equipment Warranty Period"). In the event that any third party warranty required by this Section 5.1 is provided for a period of less than the Equipment Warranty Period, Company shall not be in breach of this Master Agreement, but shall itself be deemed to have provided such warranty during the period commencing with the expiration of such third party warranty and ending one (1) year from installation of such equipment. The Company further agrees to deliver to the Customer, for its inspection and approval, all such written warranties at the time of issuance by the Customer of a Certificate of Final Acceptance with respect to the equipment or materials. All warranties shall be transferable and extend to the Customer. Company agrees to act as the Customer's agent in pursuing rights and remedies against manufacturers and suppliers of the equipment in the event of a malfunction or defect during the Equipment Warranty Period. Customer agrees to notify Company, in writing, within ten (10) days of detection of defects in equipment which give rise to such rights and remedies provided by this Section 5.1. After the end of the Equipment

Warranty Period, Customer shall be responsible for pursuing any and all rights and remedies provided under such third party warranties. AS BETWEEN THE COMPANY AND THE CUSTOMER, WITH RESPECT TO SUCH EQUIPMENT MANUFACTURED BY THIRD PARTIES, ALL IMPLIED WARRANTIES AND EXPRESS WARRANTIES NOT INCLUDED HEREIN ARE EXPRESSLY DISCLAIMED BY THE COMPANY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE. CUSTOMER AGREES THAT IT WILL ONLY PURSUE ANY CLAIMS FOR WARRANTIES NOT PROVIDED UNDER THIS AGREEMENT AGAINST THE THIRD PARTY MANUFACTURER OF THE APPLICABLE EQUIPMENT, AND HEREBY RELEASES AND WAIVES IT RIGHT AS TO ANY SUCH CLAIMS AGAINST COMPANY.

5.2 Labor Warranties. The Company warrants for a period of one (1) year following the Substantial Completion Date of each ECM that all Services performed under this Master Agreement complies with customary, reasonable and prudent standards of care in accordance with standards in the industry and are performed in a professional manner and consistent with any Customer supplied specifications and standards. The Customer shall promptly notify the Company in writing of the discovery during the applicable warranty period of any claim against the Company's warranties under this Section 5.2. As the Customer's sole and exclusive remedy for any such claim against the Company's warranties, the Company shall, at its own cost and expense, as soon as reasonably possible following the Company's receipt of notice of any claim against any warranty or the Company's otherwise obtaining knowledge of any claim of warranty, cause the repair of defective construction workmanship and/or provide at the Company's expense any changes, modifications or additions to the work which the Company determines necessary due to a failure to perform any Services hereunder in accordance with the standards set forth in this Section 5.2. All costs incidental to the Company's rework and testing thereof shall be borne by the Company. The Company shall use reasonable efforts to perform such remedial actions and make any tests in a timely manner and at such times so as to minimize disruption of normal operations at the Customer's Service Location. The liabilities and obligations of the Company under Section 5.2 do not extend to any repairs, adjustments, alterations, replacements or maintenance which were not prior approved in writing by the Company or may be required as a result of wear and tear in the operation or use of an ECM, or as a result of the Customer's failure to operate or maintain an ECM in accordance with the operating manuals or instructions supplied by the Company, or in accordance with the training provided by the Company to Customer's personnel.

5.3 NO IMPLIED WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, CONCERNING THE SERVICES OR ANY ECM, AND THE COMPANY DISCLAIMS ANY WARRANTY IMPLIED BY LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE. UNLESS OTHERWISE EXPRESSLY STATED IN A FEASIBILITY REPORT ATTACHED TO AN IMPLEMENTATION AUTHORIZATION FORM, THE COMPANY MAKES NO WARRANTIES OR GUARANTEES OF ANY NATURE WHATSOEVER CONCERNING THE ACTUAL REDUCTION IN THE CUSTOMER'S ENERGY USAGE AS A RESULT OF THE INSTALLATION AND OPERATION OF ANY ECM.

ARTICLE 6 - LIMITATION OF LIABILITY

6.1 No Operating or Maintenance Responsibility. Except as otherwise specifically provided in an Implementation Services Authorization Form or this Master Agreement, the Company shall have no responsibility or liability with respect to any ECM after the Substantial Completion Date thereof, and the Customer shall be solely responsible for the operation, maintenance and utilization of each ECM after such date.

6.2 Consequential Damages. Neither Party shall be liable to the other Party for special, indirect, consequential or punitive damages. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

6.3 Aggregate Cap. Except with respect to (i) Company's obligations to remit the Energy Savings Shortfall to the Customer pursuant to Section 4.4, (ii) indemnity obligations under this Master Agreement related to third party claims, and (iii) Company's warranty obligations under Article 5, Company's aggregate liability for

direct damages shall not exceed ten percent (10%) of the fees paid or payable by Customer for the Services giving rise to such damages.

6.4 Intent. Except in cases of willful misconduct, the Parties intend that the limitations of liability of this Article 6, and exclusive remedy provisions expressed throughout this Master Agreement, shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract by the Party whose liability or remedy obligations are limited, and shall extend to such person's affiliates and to its and their partners, shareholders, directors, officers, employees, contractors and agents. The Parties also intend and agree that such provisions shall continue in full force and effect notwithstanding the termination, suspension, cancellation or rescission of this Master Agreement.

6.5 Remedies. Where remedies are expressly afforded by this Master Agreement with respect to the Services provided by the Company, such remedies are intended by the Parties to be the sole and exclusive remedies of the Customer for liabilities of the Company arising out of or in connection with the Services or this Master Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE 7 - ACCESS AND INFORMATION

7.1 Customer Cooperation. The Customer shall use reasonable efforts to assist the Company in performing the Services contemplated by this Master Agreement, including providing reasonable access to the Customer's Service Location(s), providing information concerning the Service Location(s), making appropriate Customer personnel available if requested by the Company to assist the Company in performing such Services, and taking any other actions the Company may reasonably request from time to time to achieve the purposes and intent of this Master Agreement.

7.2 Access to Service Locations. Upon the request of the Company, the Customer shall provide the Company and its Subcontractors with reasonable access to the Service Location(s) to enable the Company to perform all Services hereunder and to verify and confirm the operation of any installed ECM following the Substantial Completion Date. The Company also shall have access to the Service Location(s) during the warranty period specified in Article 5 for purposes of performing its obligations thereunder. The Customer shall provide the Company with adequate storage and laydown areas at the Service Location(s), as applicable, during the installation of ECMs and shall make available any construction power and other utilities required by the Company and its Subcontractors to perform the Services. The Company and its Subcontractors shall observe all of the Customer's safety and security procedures at the Service Location(s), to the extent made known to the Company, and shall not unreasonably disturb or interrupt the Customer's operations at such location(s).

7.3 Jessica Lunsford Act. The Company will comply and cooperate with all requirements of Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes. Its employees and subcontractors who provide services under the Master Agreement at a Service Location while students are present shall complete the fingerprinting conducted or coordinated by the Customer pursuant to Sections 1012.32, Florida Statutes, or present to Customer a valid uniform, statewide identification badge issued by another Florida school district.. This background screening or presentation of a previously issued badge shall occur in advance of the Company or its personnel or subcontractors providing any services on campus while students are present. The Company will bear the cost of the fingerprinting and 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 Company, its employees and subcontractors. The Company's employees and subcontractors shall display the issued uniform, statewide identification badge at all times while at a Service Location. The parties agree that the failure of the Company to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the Customer to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Company agrees to indemnify and hold harmless the Customer, its officers and employees from any liability in the form of physical or mental injury, death or property damage third party claims resulting from Company's failure to comply with the requirements of this Section 7.3. Company shall require each of Company's subcontractors on the project to agree in writing to the provisions of this paragraph. Company's employees, agents, or contractors shall not be allowed access to any Service Location while students are present until such time as Company is in compliance with the provisions of this Section 7.3.

7.4 Requests for Information. The Customer shall promptly comply with all reasonable requests by the Company for information concerning the Service Location(s), as required by the Company to perform the Services, and information to enable the Company to determine the actual energy savings and load reduction achieved at the Service Location(s) as a result of ECM implementation. The Customer also shall provide the Company with any information and other assistance reasonably required to verify the demand and energy savings achieved and the related costs thereof. The Customer agrees that the Company may disclose such information obtained by the Company or provided by the Customer pursuant to this Master Agreement or any supplemental Master Agreement to any public authority having jurisdiction.

7.5 Nondisclosure and Use of Confidential Information. Confidential Information shall not be used for any purpose other than for purposes of this Master Agreement. Confidential Information shall be held in strict confidence by the receiving Party and shall not be disclosed without prior written consent of the disclosing Party, except to those advisors, affiliates, agents, assigns, attorneys, employees, directors, officers and/or members (each an "Agent" and collectively "Agents") with a need-to-know the Confidential Information for the purposes of the Master Agreement, provided that the receiving Party shall (i) be responsible for any breach of this Master Agreement by the receiving Party or its Agents, and (ii) shall require Agents receiving Confidential Information of the disclosing Party to be bound by the terms substantially similar to Sections 7.5 through 7.7 of this Master Agreement. The receiving Party shall use the same degree of care to protect the Confidential Information as the receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard.

7.6 Required Disclosure. The Parties acknowledge that Customer is a public entity subject to Florida's open records laws, including, but not limited to, Chapter 119, Florida Statutes. The Parties further acknowledge that Customer and/or Company may be required to disclose information related to this Master Agreement in response to a public records request. In the event that either Party is requested or required by legal or regulatory authority to disclose any Confidential Information, such Party shall promptly notify the other Party of such request or requirement prior to disclosure so that the other Party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained the each Party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. Notwithstanding anything to the contrary, the Parties and their agents may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Program and all materials of any kind (including opinions or other tax analyses) that are provided to either Party relating to the tax treatment and tax structure of the Program.

7.7 Florida Public Records Requirement. The Company acknowledges its legal obligation to comply with section 119.0701, Florida Statutes. The Company shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, that would be required to be kept and maintained by the School Board in order to perform the scope of services. The Company shall provide public access to the public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost allowed by law. The Company shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. The Company shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of the Company upon termination of this Agreement. The Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to the School Board. Further, the Company shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Company's failure to comply with these requirements.

7.8

7.9 Survival. Notwithstanding anything to the contrary, the obligations of the Parties under Sections 7.1 through 7.7 shall survive the termination of this Master Agreement.

ARTICLE 8 - DOCUMENTS AND DATA

8.1 Ownership Rights. Subject to Section 8.2 and applicable public records law, any Feasibility Study, Feasibility Report, Feasibility Study Proposal, or Measurement & Verification Report, shall be the Confidential Information of the Company, shall remain the sole and exclusive property of the Company and may only be used by the Customer for the operation, maintenance, repair or alteration of any ECM installed by the Company. The Customer shall not acquire any rights or interest with respect to the Company's or its Subcontractors' proprietary technology, know-how, processes or computer software or any other intellectual property that may be used in connection with the Services or the supply of equipment and materials hereunder. The Customer acknowledges that the Company provides Services to other companies and agrees that nothing in this Master Agreement will be deemed or construed to prevent the Company from carrying on such business. In particular, the Customer agrees that, notwithstanding anything to the contrary set forth herein, as part of the Company's provision of the Services hereunder, the Company may utilize software, methodologies, tools, specifications, models, samples and documentation, the Company's Confidential Information, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, which have been originated, developed or purchased by the Company or by third parties under agreements to provide services for such third parties. Notwithstanding anything to the contrary in this Section 8.1, upon Customer's full payment to Company of the Implementation Price, title to any Feasibility Study, Feasibility Report, Feasibility Study Proposal, and/or Measurement & Verification Report shall vest to Customer; provided however that if Customer uses any such study or report, in whole or in part, to implement, by or through any third party, any ECMs addressed therein, then (i) such documents are provided "AS IS" without any warranty of any kind, express or implied, and (ii) Customer agrees to release Company from and against any losses, damages or liabilities of any kind resulting or arising from Company's use thereof.

8.2 No Use of Documents After Termination. If any Feasibility Study, Feasibility Report or other document prepared by the Company under this Master Agreement is terminated, in whole or in part, by the Customer prior to completion of the installation of any ECM, or the Customer or Company chooses not to proceed with the implementation by Company of an ECM as set forth herein, then the Customer shall be entitled to use, subject to Section 8.1, any such document upon full payment therefore pursuant to Section 3.5; provided however that, notwithstanding anything to the contrary in this Master Agreement, if Customer uses any such Feasibility Study, Feasibility Report or other document, in whole or in part, prepared by the Company to implement, by or through any third party, any ECMs addressed therein, then (i) such documents are provided "AS IS" without any warranty of any kind, express or implied, and (ii) Customer agrees to release Company from and against any losses, damages or liabilities of any kind resulting or arising from Company's use thereof.

ARTICLE 9- INSURANCE

9.1 Insurance to Be Maintained by the Company. At any time that the Company is performing Services under this Master Agreement at any Customer Location, the Company shall keep and maintain the following minimum insurance coverages:

9.1.1 Statutory Workers' Compensation Insurance: Workers' compensation insurance as required by Applicable Laws where the Services are performed and employer's liability insurance with a limit of liability of one million dollars (\$1,000,000) or statutory limits for the State of Florida.

9.1.2 General Liability Insurance: Comprehensive general liability insurance with a one million dollars (\$1,000,000) combined single limit per occurrence policy for bodily injury, death and/or property damage for each occurrence, with an annual general aggregate per policy of not less than \$2,000,000.

9.1.3 Automobile Liability Insurance: Business auto liability insurance in the amount of one million dollars (\$1,000,000) combined policy limit for bodily injury and property damage for each accident.

9.1.4 Excess Liability or Umbrella Liability: Excess liability or umbrella liability insurance in an amount not less than three million dollars (\$3,000,000) for any one occurrence. Any excess liability or umbrella policy will be applicable to the general liability, auto liability, and employer's liability policies that are required.

The Company shall provide the Customer with insurance certificates which provide evidence of the insurance coverage under this Master Agreement, in form and substance reasonably satisfactory to the Customer. Company shall include Customer on all the policies shown in this Section 9.1 as an "Additional Insured" (with the exception of policies listed in Subsection (9.1.1 and 9.1.3) for any liability or damage arising out of the performance of the obligations assumed by Company under this Master Agreement. Any coverage provided under these policies to Customer would be primary to any other coverage available to Customer. Notwithstanding, the failure to provide certificates or add Customer as an additional insured in accordance with this Section shall not release Company in any manner of any liability established under this Master Agreement.

9.2 Notwithstanding any other requirement set forth in this Section 9, Company may self-insure (the "Self-Insurance") to the extent Company or an affiliate of Company (the "Self Insurer") maintains a self-insurance program under which Company may be insured; provided that: (a) the Self-Insurer's Credit Rating is rated at BBB- or better, by Standard & Poor's, and Baa3 or better by Moody's, and (b) Company has provided the Customer with Notice of its election to self-insure pursuant to this Section 9. For any period of time that the Self-Insurer is unrated by Standard & Poor's or the Self-Insurer's credit rating is rated at less than Investment Grade, Company shall comply with the insurance requirements applicable to it under this Section 9. The Customer shall be named as an additional insured under the Company's General Liability and Automobile Liability insurance or Self-Insurance, and each shall be endorsed to be primary to any insurance maintained by the Customer. The Company shall provide the Customer with insurance certificates or letters of Self-Insurance to evidence the insurance coverage under this Master Agreement in form and substance to the reasonable satisfaction of the Customer.

9.3. Insurance to Be Maintained by the Customer. During and throughout the term of this Master Agreement and until all amounts payable to the Company pursuant to this Master Agreement are paid in full, the Customer shall maintain, as of the date of installation of each UCRM, the following minimum insurance coverages:

9.3.1 Statutory Workers' Compensation Insurance. Workers' compensation insurance as required by Applicable Laws where the Services are performed and employer's liability insurance with a limit of liability of one million dollars (\$1,000,000);

9.3.2 General Liability Insurance. Comprehensive general liability insurance as determined by Customer's risk management procedures;

9.3.3 Automobile Liability Insurance. Business auto liability insurance in the amount of three hundred thousand dollars (\$300,000) combined policy limit for bodily injury and property damage for each accident.

9.3.4 Property Insurance. Comprehensive property insurance, including all risk physical damage insurance, on each UCRM with replacement cost coverage.

9.4 The Customer shall provide the Company with insurance certificates which provide evidence of the insurance coverage under this Master Agreement, in form and substance reasonably satisfactory to the Company. At least twenty (20) days prior written notice of cancellation or material change of the above-noted insurance, with the exception of ten (10) days for nonpayment of premiums, shall be provided by the Customer to the Company. Customer shall include Company on all the policies shown in this Section 9.3 as an "Additional Insured" (with the exception of policies listed in Subsection (9.3.1)) for any liability or damage arising out of the performance of the obligations assumed by Customer under this Master Agreement. Any coverage provided under these policies to Company would be primary to any other coverage available to Company. Notwithstanding, the failure to provide certificates or add Company as an additional insured in accordance with this Section shall not release Customer in any manner of any liability established under this Master Agreement.

9.5 The Company shall provide the Customer with a Certification of Insurance and an endorsement naming the Customer, its officers, employees and agents as an additional insured with regard to the Company's activities carried out under the terms of this Master Agreement. The Customer will be "Named Insured" as the Certificate Holder on the Certificate of Insurance.

ARTICLE 10- INDEMNIFICATION

10.1 **Indemnity Obligations.** The Company shall hold the Customer, its officers, agents, and employees harmless against claims by third parties to the extent resulting from the negligence of Company, its employees, representatives, or subcontractors. If and to the extent allowed by Florida law, and without waiving the limits of sovereign immunity as set forth in section 768.28, Florida Statutes, Customer shall hold harmless, indemnify and defend the Company against all liability, claims, judgments or costs for injury to, or death of any person or persons, for the loss or damage to any third party property, and for the imposition of any penalties, fines or other assessments by any governmental agency arising out of the use, ownership of each and any Service Location, operation or performance of the terms of this Master Agreement, but only to the extent resulting from any negligence by Customer, or any of its employees, agents, representatives or those in its care and custody.

10.2 **Employee Claims.** In any and all claims against a Party, its affiliates or contractors and their respective directors, partners, shareholders, officers, agents and employees (collectively, the "Indemnitee") by an employee of the other Party (the "Indemnitor") or of anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations stated in Section 10.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the indemnifying Party under any applicable worker's compensation law, disability law, or other employee benefit law.

10.3 **Defense of Claims.** An Indemnitor shall have the right to defend an Indemnitee by counsel (including insurance counsel) of Indemnitor's selection reasonably satisfactory to the Indemnitee, with respect to any claims within the indemnification obligations hereof. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. No Indemnitee shall settle any such claims or actions without prior written consent of the Indemnitor.

10.4 **Payment.** In the event that either Party is required to make an indemnity payment under this Article 10, such Party shall promptly pay the Indemnitee the amount so determined. The amount owing to the Indemnitee shall be the amount of such Indemnitee's actual out-of-pocket loss or expense, net of any insurance or other recovery paid to such Indemnitee. If there should be a dispute as to the amount or manner of determination of any indemnity obligation, the Indemnitor shall nevertheless pay when due such portion, if any, of the obligation as is not subject to dispute. Upon the payment in full of any claim, the Indemnitor making payment shall be subrogated to the rights of the Indemnitee against any person with respect to the subject matter of such claim.

10.5 **Survival.** The obligations of the respective Parties under this Article 10 shall survive the termination of this Master Agreement with respect to any claims or liability arising prior to such termination.

10.6 **Remedies.** The express remedies of this Article 10 are the sole and exclusive obligations of Indemnitor and the sole and exclusive remedies of the Indemnitee with respect to any third party claims within the scope of the indemnities set forth by Section 10.1.

ARTICLE 11- HAZARDOUS MATERIALS

Except to the extent of hazardous materials brought to the Customer Location by Company, the Customer shall have sole responsibility and liability with respect to the proper identification, removal and disposal of any hazardous materials (e.g., asbestos) or correction of any hazardous condition at a Service Location which affects the Company's performance of the Services under this Master Agreement. If, during the course of performing the Services, the Company becomes aware of any such hazardous materials or hazardous condition, the Company shall promptly report such matter to the Customer and before disturbing (or further disturbing) such materials or condition. Work in the affected areas shall be resumed by the Company only upon the written notice from the

Customer that such materials have been removed or such condition has been corrected, and then only if such continuation of work shall not violate any applicable law or permit. If and to the extent allowed by Florida law, and without waiving the limits of sovereign immunity as set forth in section 768.28, Florida Statutes, the Customer shall indemnify, defend and hold harmless the Company and its Subcontractors with respect to any liability, cost or expense of whatever nature incurred as a result of any hazardous materials or hazardous condition, except to the extent of hazardous materials brought to the Customer Location by Company.

ARTICLE 12 - TITLE, RISK OF LOSS, AND TAXES

12.1 **Passage of Title.** Legal title to each installed ECM, including all equipment and materials comprising a part thereof, shall pass to the Customer upon the Substantial Completion Date for the ECM. Notwithstanding the foregoing, the Customer shall bear all risk of loss or damage of any kind with respect to all or any part of an ECM located at a Service Location, whether installed or not, and the Customer shall indemnify and pay the Company for the repair or replacement of any ECM or component thereof stolen, lost, destroyed or damaged at a Service Location, unless such loss or damage is directly caused by the Company or an Subcontractor retained by the Company. Loss or damage to an ECM directly caused by the Company or its Subcontractor shall be the responsibility of the Company. The Customer hereby releases and waives, and will cause its insurers to release and waive, any right of subrogation against the Company and each of its Subcontractors.

12.3 **Warranty of Title.** Except as set forth in Section 12.2, the Company warrants good title to all ECMs and components thereof furnished or installed by the Company or its Subcontractors, and the Company warrants that title to such ECMs and components shall pass to and vest in the Customer as set forth in Section 12.1 free and clear of all liens, claims, charges, security interests, encumbrances and rights of other parties arising as a result of the actions or failure to act of the Company, its Subcontractors, or their employees.

12.4 **Taxes.** The Customer agrees to pay any taxes and assessments, whether real or personal, which are now or hereafter imposed or assessed by any governmental authority, whether it be federal, state or local, with respect to the installation, delivery, sale, use, operation or maintenance of the ECMs, and to make all filings in respect of any such taxes and assessments. The Company shall have no obligation or liability with respect to any property tax nor with respect to any income, excess profits, or revenue tax charged or levied against the Customer as a result of this Master Agreement. The Company shall pay any sales and use taxes imposed on the ECMs prior to the Company's delivery or installation of the ECMs, as required by applicable law, subject to any sales and use tax exemptions available to the Company and the Customer. The customer is a sales tax exempt entity; an owner direct purchase (ODP) program may be used, at the direction of the Customer, for all items purchased with a sales tax calculated value greater than \$2,500. All other taxes to be paid from the work will be included in the cost of the work.

ARTICLE 13 - FORCE MAJEURE

If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable.

ARTICLE 14- CHANGES

Upon receiving such a request, the Company may at its sole option prepare and deliver a proposed Change Order to the Customer listing the price of the Changes. If the Customer fails to return an executed Change Order, a form of which is attached to this Master Agreement as Schedule E, the Company shall have no obligation to complete the Changes. A Change also may result from any failure of the Customer, or its representatives or agents, to fulfill its obligations hereunder, which failure materially adversely affects the Company's cost, schedule or performance under this Master Agreement. Should any Change cause a material increase or decrease in the cost of

or time required for the Company's performance, or otherwise affects any provision of this Master Agreement, the Company may propose an appropriate adjustment. The Company shall not be obligated to proceed with or perform any Change requested by the Customer hereunder until the Parties have agreed in writing upon any such adjustments resulting from the Change. Except to the extent a Change specifically results in an amendment or adjustment to one or more provisions of this Master Agreement, all provisions of this Master Agreement shall apply to all Changes and no Change shall be implied as a result of any other Change.

ARTICLE 15 - TERMINATION AND DEFAULT

15.1 **Termination for Convenience.** Either Party may terminate this Master Agreement, in its sole discretion, at any time, without further liability, upon ten (10) days prior written notice to the other Party; **provided, however,** that such termination shall not apply with respect to any Services or work of the Company previously ordered by the Customer under an Authorization Form executed by the Customer on or prior to the termination date. With respect to any such previously ordered Services or work, including any previously implemented ECM or ECM under implementation, this Master Agreement and the applicable Customer-authorized proposals, shall remain in full force and effect in accordance with their terms, unless both Parties specifically agree in writing to the contrary.

15.2 **Termination for Cause.**

15.2.1 **Termination by Either Party for Default.** A Party shall have the right to terminate this Master Agreement or a Customer-authorized Implementation Services Authorization Form for cause if: (a) any proceeding is instituted against a Party seeking to adjudicate such Party as bankrupt or insolvent, or if such Party makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of such Party, or if a Party files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts and, in the case of any such proceeding instituted against such Party (but not by such Party) such proceeding is not dismissed within sixty (60) days of such filing; (b) the Customer fails to perform any payment obligation under this Master Agreement and fails to cure such obligation within thirty (30) days written notice from the Company; (c) a Party substantially fails to perform any non-payment obligation under this Master Agreement and fails to cure or commence and diligently proceed to cure such obligation within thirty (30) days written notice from the other Party, or (d) Company fails to perform any of the duties described in Section 7.3. Subject to Article 6, in the case of such a termination by a Party, to the extent that the reasonable and necessary costs of completing any Services previously ordered by the non-defaulting Party under this Contract, including compensation for obtaining a replacement contractor or for obtaining additional professional services required as a consequence of the defaulting Party's breach, exceed those costs which would have been payable to the defaulting Party but for the defaulting Party's breach, the defaulting Party shall pay the difference to the non-defaulting Party. The Customer shall pay the Company an amount (to the extent not already paid) equal to the sum of all of the Company's reasonable costs incurred in performing the Services up to the termination date, including all costs incurred with respect to any Subcontractors; provided that the Company makes available to the Customer all of the work product, equipment and materials produced or obtained by the Company in performing such Services (except any and all intellectual property of the Company or third parties).

15.2.2 **Payment.** All amounts payable by either Party pursuant to Sections 15.1 and 15.2 shall be due within thirty (30) days following the submission by the other Party of an invoice therefore, which invoice shall include in reasonable detail an itemization of costs with respect to any amounts measured on the basis of reimbursable costs. Reimbursable costs also shall be subject to audit by the other Party, at the other Party's expense upon reasonable advance notice; provided that such audit shall be completed within sixty (60) days following the submission of the invoice. Amounts not paid by either Party to the other when due hereunder shall bear interest from the date payment was due to and including the date of payment at the Delayed Payment Rate.

ARTICLE 16 - DISPUTES

16.1 **No Set-Off.** Anything to the contrary notwithstanding, all payments under this Master Agreement shall be made without set-off or deduction. Any payment not made by the date required by the Master Agreement shall bear interest from the date on which such payment was due and payable through and including the date such payment is actually received at the Delayed Payment Rate. If, as a result of a Dispute settled in favor of Customer, a

refund is owed to Customer, then the amount of the overpayment shall bear interest from the date on which such payment was received by the Company through and including the date that the overpayment is refunded by the Company at a n annual rate equal to the Delayed Payment Rate.

16.2 Pendency of Dispute. The existence of any Dispute, controversy or claim under this Master Agreement, or the pendency of the Dispute settlement or resolution procedures set forth in this Master Agreement, shall not in and of themselves relieve or excuse either Party from its ongoing duties and obligations hereunder or thereunder.

16.3 Alternative Dispute Resolution Process. Upon the written request of either Party, the Parties will meet for the purpose of resolving such Dispute. The Parties agree to discuss the problem and negotiate in good faith to attempt to resolve the Dispute. No formal proceedings may be commenced until either Party concludes in good faith that resolution of the Dispute through continued informal negotiations does not appear likely. Disputes that cannot be settled in a manner described via informal discussions may be settled by non-binding mediation. Mediation must occur within twenty (20) business days after the Parties agree to submit the dispute to mediation, and the duration of the mediation shall be limited to one (1) business day. The Parties shall mutually select an independent mediator experienced in commercial information system contract disputes, and each Party shall designate a representative(s) to meet with the mediator in good faith in an effort to resolve the Dispute. The specific format of the mediation shall be left to the discretion of the mediator and the designated Party representatives.

ARTICLE 17 - ASSIGNMENT

17.1 Master Agreement Binding. This Master Agreement and each Customer-authorized Feasibility Study and implementation of a Feasibility Report pursuant to a Customer-authorized Implementation Services Authorization Form entered into by the Parties shall be binding upon, and shall inure to the benefit of, the Parties and their successors and permitted assigns.

17.2 Permitted Assignment. Neither Party may assign this Master Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed, unless the assignment is to a successor corporation into which all or substantially all of assets of the assigning Party are merged or otherwise consolidated, regardless of whether the assigning Party is the surviving entity in such merger or consolidation. Any assignment which does not comply with the provisions of this Section 17.2 shall be null and void.

17.3 No Third Party Beneficiaries. Except as otherwise expressly provided herein, this Master Agreement nor any term or provision or obligation arising hereof or hereunder, shall be construed as being for the benefit of any Party not a signatory hereto.

17.4 Timing of Receipt. Notices sent by mail shall be given as of four (4) business days after the date of the postmark, and notices delivered by overnight courier shall be deemed received on the date when left at the address of the recipient. Notices sent by fax shall be effective the date faxed, if a business day, or the following business day otherwise.

ARTICLE 18 - GENERAL PROVISIONS

18.1 Entire Master Agreement. This Master Agreement, including the Schedules attached hereto and any exhibits attached thereto, sets forth the full and complete understanding of the Parties relating to the subject matter hereof as of the Effective Date of Master Agreement, and supersedes any and all negotiations, agreements and representations made or dated prior hereto with respect to the subject matter of this Master Agreement. Any actions or Services described in this Master Agreement which were performed or implemented by the Parties prior to the Effective Date of Master Agreement shall for all purposes be deemed to have been performed under this Master Agreement.

18.2 Amendments. No change, amendment or modification of this Master Agreement or Schedule or exhibits thereto shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by both Parties.

18.3 Status of the Parties. The Company and its Subcontractors shall be independent contractors with respect to the Services performed hereunder irrespective of whether such Subcontractors are approved by the Customer, and neither the Company nor its Subcontractors, nor the employees of either, shall be deemed to be the employees, representatives or agents of the Customer. Nothing in this Master Agreement shall be construed as inconsistent with the foregoing independent contractor status or relationship, or as creating or implying any partnership, joint venture, trust or other relationship between the Company and the Customer.

18.4 Customer & Company. The Parties hereby represents and warrants to the other Party that (i) the execution and delivery by a Party of this Master Agreement and the performance of its obligations hereunder have been duly authorized by all requisite actions and proceedings; are not inconsistent with and do not and will not contravene any provisions of a Party's organizational documents or any applicable law, rule or regulation; have been approved by all necessary persons or entities; and do not and will not conflict with or cause any breach or default under any agreement or instrument to which a Party is a party or by which it or any of its properties is bound; and (ii) this Master Agreement has been duly executed and delivered by the Parties and constitutes the valid and legally binding obligation of each Party, enforceable against the other Party in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general equitable principles.

18.5 Drafting Interpretations and Costs. Preparation and negotiation of this Master Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other. Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating and finalizing this Master Agreement.

18.6 Captions. The captions contained in this Master Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of such document or the intent of any provision contained therein.

18.7 Severability/Divisible Contracts. (a) The invalidity of one or more phrases, sentences, clauses, Sections or Articles contained in this Master Agreement shall not affect the validity of the remaining portions thereof so long as the material purposes of such document can be determined and effectuated. (b) Each Customer-authorized proposal for Services under this Master Agreement shall constitute a separate and divisible contract which the Company may assign to one or more assignees, in whole or in part, and each and every such assignee of the Company shall be entitled to the benefits and rights of the Company under this Master Agreement, and shall be entitled to exercise the rights of the Company under this Master Agreement. No assignee shall be responsible for any obligations of the Company except as expressly assumed in writing by such assignee in accordance with the terms and conditions of Section 17.2.

18.8 Further Assurances. The Company and the Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Master Agreement, in furtherance of the express provisions of this Master Agreement.

18.9 Applicable Law and Venue. This Master Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Any disputes resulting in litigation between the Parties shall be conducted in the state or federal courts of the State of Florida. Proceedings shall take place in the Circuit Court for Indian River County, Florida or the United States District Court for the Southern District of Florida.

18.10 Counterparts. This Master Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties.

18.11 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HERON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MASTER AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS WHETHER ORAL OR PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS MASTER AGREEMENT.

18.12 No Waiver. The failure of a Party to enforce, insist upon, or comply with any of the terms, conditions or covenants of this Master Agreement, or a Party's waiver of the same in any instance or instances shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect.

18.13 Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Master Agreement shall be in writing signed by the Party giving such notice and shall be hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier as follows:

If to the Company:

BGA, Inc.
3101 W. Dr. Martin Luther King Jr. Blvd., Suite 110
Tampa, FL 33607
Fax: 813-375-3400
Tel: 813-375-3382
E-mail: miullil@conedsolutions.com
Attention: Linda Miulli

If to the Customer:

The School Board of Indian River County
6055 62nd Ave.
Vero Beach, FL 32967
Fax: 772-564-5109
Tel: 772-564-5060
E-mail: john.earman@indianriverschools.org
Attention: John Earman

Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Form as of the Effective Date.

Authorized By the Company:

BGA, Inc.

BY: Michael W. Giblin
NAME: Michael W. Giblin, President
DATE APPROVED: 7/2/14

The School Board of Indian River County, Florida

BY: _____
NAME: Carol Johnson, Chairman
DATE APPROVED: _____

FEASIBILITY STUDY AUTHORIZATION FORM

Project Name: Demand Side Management and Energy Efficiency Services
ECM No.: To Be Determined
Service Locations: Sabastian River High School and Gifford Middle School
Company: BGA, Inc.
Customer: Indian River School District
Company Representative:

Name: Greg Ratter, Sr. Project Manager
Address: BGA, Inc.
3101 W. Dr. MLK Jr. Blvd., Suite 110
Tampa, FL 33607

Telephone: (813)375-3420
Facsimile: (813)375-3400
E-mail: ratterg@conedsolutions.com

Customer Representative:

Name: John Earman
Address: 6055 62nd Ave.
Vero Beach, FL 32967
Tel: 772-564-5060
Fax: 772-564-5109
E-mail: john.earman@indianriverschools.org

I. AUTHORIZATION:

This Feasibility Study Authorization Form ("FSA Form") is issued by the Company to the Customer pursuant to that certain Master Agreement for Demand Side Management and Energy Efficiency Services ("Master Agreement"), effective as of 22nd day of July, 2014. This FSA Form authorizes the Company to commence Services as described herein pursuant to the terms and conditions of the Master Agreement. This FSA Form is not intended as a Change and in no way amends, varies or modifies the Master Agreement. Any alternate, different or additional terms or conditions referenced by the Customer in subsequent correspondence from the Customer are hereby rejected and will not become part of this FSA Form or alter the Master Agreement unless expressly set forth and incorporated herein. In order for the Company to commence Service set forth in this FSA Form, the Customer is required to sign this FSA Form. Capitalized terms used herein without other definition shall have the meanings set forth in the Master Agreement.

This FSA Form consists of this FSA Form and the following attachments, which are incorporated into this FSA Form by this reference: (i) **Exhibit A**–Feasibility Study, and (ii) **Exhibit B**–Feasibility Study Price.

II. SCOPE OF WORK:

The Company shall prepare a Feasibility Report which shall set forth the Services recommended ECM(s) for the implementation at the Service Locations identified above, as more particularly described in the Feasibility Study, attached hereto and made a part hereof as **Exhibit A**.

III. FEASIBILITY STUDY PRICE:


Subject to Section 3.5 and 3.2 of the Master Agreement, the Customer shall compensate the Company for the Services provided in connection with the creation and development of the Feasibility Report for the price set forth in **Exhibit B**.

The Customer has examined and carefully studied all of this FSA Form, including the Master Agreement and all exhibits, appendices, specifications, terms and conditions thereto and hereby agrees to be bound by any and all terms, conditions, and obligations set forth therein. This form is hereby issued by the Company to the Customer this 22nd day of July, 2014 ("Effective Date of FSA Form").

IN WITNESS WHEREOF, the Parties have executed this Form as of the Effective Date of FSA Form.

Authorized By the Company:
BGA, Inc.

The School Board of Indian River County, Florida

BY: 
NAME: _____
DATE APPROVED: _____

BY: _____
NAME: Carol Johnson, Chairman
DATE APPROVED: _____

EXHIBIT A
FEASIBILITY STUDY

Project Name: Demand Side Management and Energy Efficiency Services

ECM: Interior and Exterior Lighting
Heating, Ventilation, Air Conditioning and Controls
Water Conservation
Building Envelope Improvements

Plug Loads
Additional ECMs may be identified during the audit

Service Locations: Sebastian River High School and Gifford Middle School

Scope of Services:

Provide a Feasibility Study Report to be delivered 120 calendar days after notice to proceed and addressing the items below for the following buildings:

Sebastian River High School and Gifford Middle School

SCHEDULE A

EXHIBIT B

FEASIBILITY STUDY PRICE

Feasibility Study Price:	No charge
Payment Schedule:	not applicable
Form of Invoice:	not applicable
Address for Invoice:	not applicable
Retainage Terms:	not applicable
Additional Final Payment Conditions:	None

**MASTER AGREEMENT
FOR
DEMAND SIDE MANAGEMENT AND ENERGY EFFICIENCY SERVICES**

THIS MASTER AGREEMENT is made and entered into on this 22nd day of July, 2014 (“Effective Date of Master Agreement”), by and between FPL Services, LLC (the “Company”), and The School Board of Indian River County (the “Customer”), a political subdivision of the State of Florida, with reference to the following:

RECITALS

A. The Company is in the business of providing demand side management energy efficiency Services for its customers pursuant to a Company initiated Program;

B. The Customer has agreed to participate in the Program by considering the furnishing and upgrading of its facilities with energy efficient equipment and systems in order to achieve potential water and energy savings; and

C. Pursuant to this Master Agreement, the Parties wish to set forth their understanding concerning certain Services which may be provided by the Company to the Customer under the Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 Agent has the meaning set forth in Section 7.5.

1.2 Annual Consumption means, for each ECM implemented under this Master Agreement, the consumption of agreed-upon Energy Savings Components attributed to a certain Service Location following the implementation of an ECM.

1.3 Authorization Form means a form prepared by the Company for the purpose of identifying the Customer’s options for proceeding with the evaluation, design or installation of specific ECMs identified at one or more Service Locations. An Authorization Form shall accompany each of the following types of documents prepared by the Company under this Master Agreement: Feasibility Study Proposals and Feasibility Reports.

1.4 Base Rate means an agreed-upon monetary rate for each Energy Savings Component agreed to by the Parties in the Implementation Services Authorization Form. The Base Rate shall be utilized to determine the payment required from the Company to the Customer in case of an Energy Savings Shortfall, as described in Section 4.4.

1.5 Change means a request by the Customer that changes the Services, which may consist of modifications or additions to, or deletions from, any Services to be performed or materials to be provided by the Company, arising under this Master Agreement.

1.6 Commencement Date means the date the Company begins operations on an ECM.

1.7 Company has the meaning set forth in the first paragraph of this Master Agreement.

1.8 Confidential Information means all non-public information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by the disclosing Party or otherwise, disclosed to the receiving Party in connection with this Master Agreement and (i) marked as “confidential” or “proprietary” by an appropriate stamp, label, legend or other written notice thereon if transmitted

electronically or other written form, or (ii) information disclosed, but not marked as “confidential” or “proprietary”, provided such information would in the ordinary course of events be considered by a reasonable person in the circumstances to be proprietary or confidential information of the disclosing Party, or (iii) if disclosed orally by the disclosing party, then the disclosing Party shall confirm that such information should be considered Confidential Information in a written memorandum or e-mail transmittal to the receiving Party within thirty (30) days after such visual or oral disclosure. Confidential Information shall not include: (a) information which is or becomes publicly available other than as a result of a violation of this Master Agreement; (b) information which is or becomes available on a non-confidential basis from a source which is not known to the receiving Party to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to the disclosing Party; (c) information which the receiving Party can demonstrate was legally in its possession prior to disclosure by the disclosing Party; or (d) information which is developed by or for the receiving Party independently of the disclosing Party’s Confidential Information. The parties acknowledge this Agreement is subject to Chapter 119, Florida Statutes, the Public Records Act, and that each Party shall comply with the requirements of that law.

1.9 Customer means the person designated in the first paragraph of this Master Agreement as the recipient of Services under the Program in accordance with the terms of this Master Agreement.

1.10 Customer’s Baseline Consumption means a mutually agreed-upon amount representing the annual consumption of agreed-upon Energy Savings Components attributed to a Service Location prior to implementation of an ECM.

1.11 Delayed Payment Rate means a rate of interest equal to one-and-one-half percent (1½%) per month, which applies to unpaid Feasibility Study Price, Implementation Price and other amounts which the Customer may become obligated to pay to the Company under the terms of this Master Agreement.

1.12 Dispute means any dispute or disagreement that may arise between the Parties with respect to the interpretation of any provision of this Master Agreement, the performance of either Party under this Master Agreement, or any other matter that is in dispute between the Parties related to this Master Agreement.

1.13 ECM or Energy Conservation Measure means a measure to reduce energy or water or operating costs of facilities, as identified by the Company at a specified Customer Location. The term includes, but is not limited to:

Installing, replacing or modifying any of the following:

Insulation of a building structure and systems within the building;

Window and door systems that reduce energy consumption or operating costs, such as storm windows or doors, caulking or weather stripping, multiglazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, additional glazing, and reductions in glass area;

Automatic energy control systems, including computer software and technical data licenses;

Heating, ventilating, or air-conditioning system modifications or replacements that reduce energy or water consumption;

Lighting fixtures that increase energy efficiency;

Energy recovery systems;

Electric systems improvements;

Water-conserving fixtures, appliances, and equipment or the substitution of non-water-using fixtures, appliances, and equipment;

Water-conserving landscape irrigation equipment;

Landscaping measures that reduce watering demands and capture and hold applied water and rainfall, including (i) Landscape contouring, including the use of berms, swales, and terraces; and (ii) The use of soil amendments that increase the water-holding capacity of the soil, including compost;

Rainwater harvesting equipment and equipment to make use of water collected as part of a storm-water system installed for water quality control;

Equipment for recycling or reuse of water originating on the premises or from other sources, including treated municipal effluent;

Equipment needed to capture water from non-conventional, alternate sources, including air conditioning condensate or gray-water, for non-potable uses;

Metering equipment needed to segregate water use in order to identify water conservation opportunities or verify water savings;

Automated, electronic, or remotely controlled technologies, systems or measures that reduce utility or operating costs;

Software-based systems that reduce facility management or other facility operating costs;

An improvement that reduces solid waste and associated removal costs;

Meter replacement, installation, or modification, installation of an automated meter reading system, or other construction, modification, installation, or remodeling of water, electric, gas, fuel, communication, or other supplied utility system; or

Any other measure not otherwise specified, which is designed to reduce utility consumption, reduce wastewater costs, enhance revenue, or avoid capital costs, enhance revenue, avoid capital costs, or achieve similar efficiency gains at an agency or other governmental unit.

1.14 Energy Savings means a measured reduction in the cost of fuel, energy or water consumption, or wastewater production; stipulated operation and maintenance savings; improvements in supplied utility systems, created from the implementation of one or more energy, water, or wastewater efficiency or conservation measures when compared with an established baseline for the previous cost of fuel, energy or water consumption, wastewater production, stipulated operation and maintenance, meter accuracy or performance and identified capital costs (Florida Statutes Sec. 489.145). The Energy Savings will be calculated by subtracting the Annual Consumption from the Baseline Consumption for each agreed-upon Energy Savings Component.

1.15 Energy Savings Components means those components that the Parties agree will contribute to the Energy Savings. The Energy Savings Components shall be set forth in the Implementation Services Authorization Form.

1.16 Energy Savings Overage means a situation where the Energy Savings exceeds the Guaranteed Energy Savings.

1.17 Energy Savings Shortfall means a situation where the Energy Savings is less than the Guaranteed Energy Savings.

1.18 Feasibility Study means the Services performed by the Company, including the preparation of a Feasibility Report, for the purpose of assisting the Customer in determining whether to proceed with Implementation Services for the installation and construction of particular ECMs at specified Service Locations.

1.19 Feasibility Study Price means the compensation to be paid by the Customer to the Company for conducting a Feasibility Study and issuing a Feasibility Report; provided however that such Feasibility Study Price shall only become due and payable by Customer to Company pursuant to Sections 3.5.3 and 3.5.6 of the Master Agreement.

1.20 Feasibility Study Proposal means a written proposal within a Feasibility Study Authorization Form as described in Article 3, prepared by the Company in consultation with the Customer specifying the particular Services to be performed by the Company in conducting a Feasibility Study and preparing a Feasibility Report with respect to ECMs identified at specified Service Locations.

1.21 Feasibility Report means the written report which is issued by the Company to the Customer to summarize the Company's findings based upon a Feasibility Study of particular ECMs at specified Service Locations.

- 1.22 Final Acceptance Date shall have the meaning set forth in Section 4.2.4.
- 1.23 Force Majeure Event means an event, which may include but is not limited to, acts of God, fire, flood, windstorm, war, terrorism, sabotage, revolution, acts of any government or governmental agency, strikes or other labor difficulty, insurrection, riot, strikes, and telecommunications failures, but only to the extent that such event is beyond the reasonable control of, and not a result of the fault or negligence of, the affected Party.
- 1.24 Guaranteed Energy Savings means the Energy Savings guaranteed by the Company and set forth in each Feasibility Report prepared for each individual ECM.
- 1.25 Implementation Price means the cost to the Customer for particular ECMs at specified Service Locations. The Implementation Price shall include the Feasibility Study Price, cost for Implementation Services, and financing costs.
- 1.26 Implementation Services means the Services provided or proposed to be provided by the Company to construct, install or otherwise implement one or more ECMs at specified Service Locations in accordance with the terms of a Feasibility Report, which Services shall include, but not be limited to, (a) causing the procurement, construction and installation of all materials, equipment and systems required to implement each ECM at a particular Service Location, (b) providing and paying for all labor and support services necessary to perform such work, (c) supplying to the Customer copies of any operation and maintenance manuals available from the manufacturers, vendors and suppliers of equipment or systems comprising a part of any installed ECM, (d) providing on-site training for a reasonable number of the Customer's designated operating personnel, if such training is reasonably required or necessary for the proper operation and maintenance of any complex equipment or system comprising a part of any installed ECM, and (e) arranging for the final inspection and check-out of each installed ECM.
- 1.27 Master Agreement means this Master Agreement for Demand Side Management and Energy Efficiency Services, including any and all schedules and exhibits attached thereto, as may be amended from time to time. The terms, conditions, representations, warranties and other provisions of this Master Agreement shall apply by reference to each and every Feasibility Study Proposal, Feasibility Report, and any other written proposal, document, notice or Authorization Form issued under the terms of this Master Agreement, as if such provisions were set forth expressly therein.
- 1.28 Measurement & Verification Report means an annual report issued by the Company to the Customer setting forth, for each agreed-upon Energy Savings Component at a particular ECM: the Annual Consumption, the Baseline Consumption, the Energy Savings for each Energy Savings Component, whether the Energy Savings has met the Guaranteed Energy Savings, and, where an Energy Savings Shortfall exists, the amount of payment due from the Company to the Customer, in accordance with Section 4.4 herein.
- 1.29 Minor Deficiencies means, with respect to a particular ECM which has been determined by the Company to be Substantially Complete, any construction, installation or other Implementation Services identified in a Punch List which do not materially affect the ability of the ECM to properly operate and function in accordance with its intended purpose pursuant to this Master Agreement and the terms and specifications contained in a Customer-executed Implementation Services Authorization Form.
- 1.30 Notice of Substantial Completion means a written notice issued by the Company to notify the Customer of the substantial completion of the installation of an ECM.
- 1.30 Party or Parties means the Company and Customer identified in the opening paragraph of this Master Agreement.
- 1.32 Payback Criteria means, with respect to an ECM, the number of years obtained by dividing (i) the total estimated implementation cost of the ECM (including the costs incurred by the Company under this Master Agreement, but excluding all financing costs associated with implementation of the ECM), by (ii) the estimated savings to the Customer from the installed ECM, including energy savings, maintenance savings, avoided capital costs, and other avoided costs as mutually agreed upon between the Parties. All such estimates shall be made by the

Company, in its sole professional judgment, provided however that the resulting Payback Criteria must be mutually agreed upon between the Parties.

1.33 Person means any individual or entity of any type, including, but not limited to, corporations, partnerships, business trusts, associations, governmental agencies, political subdivisions, state, district, college, university, board or other organization.

1.34 Program means the demand side management Services provided by the Company for its customers pursuant to a Company-initiated program known as the Energy Efficiency Services Program.

1.35 Punch List means, with respect to a particular ECM, a list of Minor Deficiencies provided by the Customer to the Company prior to or along with the Customer's execution of a Notice of Substantial Completion.

1.36 Service Location means a facility legally owned or operated by the Customer at which the Customer desires the Company to perform Services.

1.37 Services mean the energy efficiency services provided by the Company to the Customer under the Program and pursuant to the terms of this Master Agreement, including, but not limited to, the preparation of Feasibility Study Proposals, Feasibility Studies and Implementation Services.

1.38 Subcontractor means a third-party subcontractor mutually agreed upon between the Parties who is retained by the Company to perform design, installation, or construction work at the Customer's Service Location(s) pursuant to a Customer-authorized Implementation Services Authorization Form (as set forth in Section 4.1).

1.39 Substantial Completion or Substantially Complete means, with respect to a particular ECM, that level of construction and implementation which renders the ECM operational, regardless of whether the ECM has one or more Minor Deficiencies, as determined within the reasonable exercise of the Company's professional judgment and as determined by the County's acceptance of the Notice of Substantial Completion.

1.40 Substantial Completion Date means the date or milestone for which each individual ECM is determined by the Company, and accepted by the Customer, to be Substantially Complete.

1.41 Vendor means any vendor, manufacturer, or other representative of an ECM vendor, manufacturer, or distributor utilized by the Company in providing Services in accordance with this Master Agreement.

ARTICLE 2 - SCOPE OF MASTER AGREEMENT AND TERM

2.1 Scope. Subject to the terms and conditions of this Master Agreement, the Company agrees to furnish to the Customer, and the Customer agrees to purchase and receive from the Company, certain Services at the Customer's specified Service Locations. The Parties shall agree upon the Services, and the cost thereof, that the Company will furnish to the Customer with respect to each Service Location and with respect to ECMs identified at a particular Service Location prior to the Company commencing work at any designated Service Location as set forth in an Authorization Form which accompanies one or more Feasibility Study Proposals and Feasibility Reports, as set forth in Articles 3 and 4 of this Master Agreement. Each of the various proposals, documents and forms referenced in this Master Agreement shall adopt and incorporate the terms and conditions of this Master Agreement as if such terms and conditions were expressly set forth within such proposals, documents and forms. Unless expressly stated in a Change Order in accordance with Article 14 below, where the terms and conditions of any schedules or exhibits thereto are inconsistent with the terms and conditions of this Master Agreement, the terms of this Master Agreement shall govern the terms and conditions of the Service. In the event the terms and conditions of Change Orders conflict, the most recently executed Change Order shall govern the terms and conditions of the Service.

2.2 Term. This Master Agreement shall commence upon Effective Date and shall continue in effect until the end of Customer's fiscal year (the "Initial Term"). This Master Agreement shall automatically renew for

additional twelve (12) month periods (each a "Renewal Term" and collectively with the Initial Term, the "Term") unless either Party gives written notice of its intent not to renew the Term at least thirty (30) days prior to the expiration of the then current Term. The term of each individual Implementation Services Authorization Form shall be as set forth therein, and shall be determined based upon the Payback Criteria of each such form.

ARTICLE 3- FEASIBILITY STUDY AND REPORT

3.1 **Preparation of Feasibility Study Authorization Form by Company.** The Company may prepare and deliver to the Customer a Feasibility Study Authorization Form, which identifies any potential ECMs that the Company believes, in its sole professional judgment, may provide appropriate justification to proceed with the preparation of a Feasibility Study. Each Feasibility Study Proposal shall include a designation of the Services to be provided, the technologies to be included in the proposed Feasibility Study and the Feasibility Study Price. A Form of Feasibility Study Authorization Form is attached to this Master Agreement as Schedule A.

3.2 **Authorization to Proceed with Feasibility Study.** Unless otherwise mutually agreed to by the Parties in writing, a Feasibility Study Authorization Form must be executed by the Customer and delivered to the Company within sixty (60) days after the Customer's receipt of the Feasibility Study Authorization Form to authorize the Company to proceed with the Feasibility Study. Upon the Company's timely receipt of a properly completed Feasibility Study Authorization Form wherein the Customer requests a Feasibility Study for any or all of the ECMs identified in the Feasibility Study Authorization Form, then the Company shall prepare and submit a Feasibility Study to the Customer. If the Customer elects to not authorize a Feasibility Study, or if the Customer fails to deliver to the Company an executed Feasibility Study Authorization Form within the sixty (60) day period provided by this Section 3.2, the Company shall have no duty or obligation to conduct a Feasibility Study with respect to any of the ECMs at the Service Locations identified in the Feasibility Study Authorization Form, nor shall the Customer have any payment obligation to Company for the preparation of the Feasibility Study Authorization Form.

3.3 **Feasibility Report.** Pursuant to a Customer-authorized Feasibility Study performed by the Company in accordance with a Feasibility Study Authorization Form, the Company shall provide a Feasibility Report setting forth the recommended ECMs for implementation at any Service Locations surveyed based on a life-cycle cost analysis and estimated energy savings for each ECM. The Company shall prepare and submit to the Customer a Feasibility Report specifying each recommended ECM and providing for each (a) the expected Implementation Price, (b) the Guaranteed Energy Savings; (c) the Payback Criteria; and (d) the estimated timing for the Implementation Services. The report shall be comprehensive; including all cost estimates including but not limited to Company's accrued costs in developing the Feasibility Report, estimated Implementation costs, and the associated costs of various funding sources and types as approved by both parties and then presented to the Customer's board for a final decision on proceeding to an Implementation Services Agreement. Any design work completed prior to the report, and mutually agreed as a viable part of any ECM, and the costs associated with any ECM's that Customer has completed prior to the Feasibility Report being prepared will be incorporated into the Feasibility Report and shown as a credit to the Implementation Services as a credit to the overall cost of the project and the subsequent pay back calculation. In the case of each ECM examined in a Feasibility Report, the Company shall provide sufficient information to determine whether the agreed upon Payback Criteria is expected to be met based on the Company's estimates. The Company will solicit financing bids from qualified lenders and present the available financing options and terms to the Customer. Pursuant to Section 1013.23(3)(d) of the Florida Statutes, the Feasibility Report will be signed and sealed by a registered professional engineer of Company.

3.4 **Authorization to Proceed with Implementation Services.** Each Feasibility Report will include an Implementation Services Authorization Form, as defined below in Section 4.1, which must be executed by the Customer and delivered to the Company within sixty (60) days after the Customer's receipt of the Feasibility Report to authorize the Company to proceed with the Implementation Services in accordance with Article 4. If the Customer timely delivers to the Company an executed Implementation Services Authorization Form, the Company will proceed with the Implementation Services authorized by the Customer on the Implementation Services Authorization Form; provided, however, that if the Customer elects to proceed with less than fifty percent (50%) of the recommended ECMs (as determined on an estimated Implementation Price basis) identified in a Feasibility Report, the Company shall have the ability to refuse to proceed with the Implementation Services identified in a Feasibility Report for any ECMs that the Customer elects to proceed. Each Implementation Services Authorization

Form accompanying and referencing a Feasibility Report will include Customer's obligation to pay the Feasibility Study Price.

3.5 Feasibility Study Price and Payment Terms.

3.5.1 Feasibility Study Price. Except as otherwise provided in Section 3.5.3 or 3.5.6, the Customer shall have no obligation to pay to the Company the Feasibility Study Price which is included in a Customer-executed Feasibility Study Authorization Form for all Services performed by the Company in conducting a Customer-authorized Feasibility Study and issuing a Feasibility Report. The Feasibility Study Price is the full compensation for the Services performed by the Company in conducting a Company-authorized Feasibility Study and rendering a Feasibility Report and includes all federal, state and local taxes, if any, assessed with respect to the Services or with respect to the furnishing of any items under the Feasibility Study.

3.5.2 Non-Payment Upon Failure to Authorize Additional Services. Except as provided in Section 3.5.6, if the Customer elects to not proceed with Implementation Services or fails to deliver to the Company a completed and executed Implementation Services Authorization Form within sixty (60) days of the Customer's receipt of a Feasibility Report, the Company shall have no duty or obligation to proceed with any Implementation Services with respect to the ECMs identified in the Feasibility Report, and the Customer shall have no obligation to pay the Feasibility Study Price.

3.5.3 Inclusion of Feasibility Study Price in Implementation Price. In the event the Customer elects to proceed with Implementation Services for one or more ECMs pursuant to Section 3.4, the Customer agrees that the Feasibility Study Price will be rolled-over into the cost of Implementation Services and payable to the Company pursuant to Article 4 for Implementation Services.

3.5.4 Release from Obligation to Pay Feasibility Study Price. Notwithstanding any provision in Section 3.5 to the contrary, the Customer shall have no obligation hereunder to pay the Company for a Feasibility Study performed by the Company or Feasibility Report prepared by the Company if the Feasibility Report submitted by the Company does not identify at least one potential ECM at a Customer Service Location specified in the Customer-executed Feasibility Study Authorization Form which meets the agreed upon Payback Criteria as set forth in the Feasibility Study Authorization Form.

3.5.5 Notice of Termination of Feasibility Study by the Company. In the event the Company determines, prior to submission of the Feasibility Report to the Customer, that the Company will not be able to identify at least one potential ECM that meets the agreed upon Payback Criteria as set forth in the Feasibility Study Authorization Form, then the Company, in its sole discretion, may elect by written notice to the Customer to terminate its duties and obligations to complete and deliver the Feasibility Report.

3.5.6 Payment of Feasibility Study Price Upon Third Party Implementation. In the event the Customer elects to implement one or more ECMs identified in the Feasibility Report utilizing a third party for such implementation, the Customer agrees that the Feasibility Study Price will become immediately due and shall be payable to Company within thirty (30) days following the Customer's receipt of an invoice from the Company for the Feasibility Study Price. Any overdue payment shall bear interest at the Delayed Payment Rate from the date such payment is due until and including the date of payment, unless otherwise required by the Local Government Prompt Payment Act (Section 218.70 *et seq.*, Florida Statutes).

ARTICLE 4 – INSTALLATION, IMPLEMENTATION, PAYMENT AND GUARANTEED ENERGY SAVINGS

4.1 Authorization to Proceed with Implementation Services. Each Feasibility Report will be referenced and incorporated into an Implementation Services Authorization Form which must be executed by the Customer and delivered to the Company within sixty (60) days after the Customer's receipt of the Feasibility Report to authorize the Company to proceed with the Implementation Services identified in the Feasibility Report. A Form of Implementation Services Authorization Form is attached to this Master Agreement as Schedule B. If the Customer timely delivers to the Company an executed Implementation Services Authorization Form, the Company

will proceed with conducting the Implementation Services specified in the Feasibility Report. If the Customer elects to not authorize the Implementation Services or if the Customer fails to deliver to the Company an executed Implementation Services Authorization Form within the sixty (60) day period provided by this Section 4.1, the Company shall have no duty or obligation to perform any Implementation Services with respect to any of the ECMs at the Service Locations identified in the Feasibility Report, and the Customer shall pay the Company for the Feasibility Study prepared for such ECM pursuant to Article 3. In the event that Company proceeds with implementation of ECMs under any Implementation Services Authorization Form, Company shall provide Customer a 100% payment and performance bond.

4.2 Substantial Completion and Final Acceptance.

4.2.1 Inspections and Notice of Substantial Completion. During the performance of Implementation Services under this Article 4, the Customer shall have the right to conduct reasonable inspections of the work of the Company or any Subcontractor at any time upon reasonable prior notice. Upon Substantial Completion of construction and installation of each ECM in accordance with the requirements of the applicable Feasibility Report, Company shall deliver to Customer a Notice of Substantial Completion in the form set forth in Schedule C along with the building inspector's or Company's engineer's certification of Substantial Completion. Within thirty (30) days following receipt by the Customer of a Notice of Substantial Completion, (i) the Customer shall conduct an inspection, and either (ii)(a) the Customer shall complete a Punch List in the form set forth in Exhibit A to Schedule C and approve the Notice of Substantial Completion by delivering to Company an executed and completed Notice of Substantial Completion with the attached Punch list, or (ii)(b) the Customer shall provide Company notice of any potential material defects or deficiencies of the ECM. If the Customer fails to deliver a completed and executed Notice of Substantial Completion containing Punch List items within thirty (30) days following the Customer's receipt of a Notice of Substantial Completion, the Customer shall be deemed to have approved the Notice of Substantial Completion.

4.2.2 Correction of Material Defects or Deficiencies. Following Company's receipt of a timely notice by Customer of any potential defect or deficiency of the ECM, if the Customer and Company mutually agree that a material defect or deficiency exists, then the Company shall cause any necessary corrections to be made to remedy the material defect or deficiency. Thereafter, Company shall deliver a new Notice of Substantial Completion, which will restart the process of Section 4.2.1. Any dispute as to the existence of a material defect or deficiency shall be handled pursuant to Article 16 of the Master Agreement. If the Customer (i) fails to deliver written notification to the Company of a material deficiency or defect of an ECM within thirty (30) days following the Customer's receipt of a Notice of Substantial Completion, and (ii) fails to approve the Notice of Substantial Completion by delivering to Company an executed and completed Notice of Substantial Completion, the Customer shall be deemed to have approved the Notice of Substantial Completion without any material defects or deficiencies.

4.2.3 Correction of Punch List Items. Following Company's timely receipt of notice by Customer of any Punch List, the Company shall, within a reasonable period of time, not to exceed sixty (60) days, correct any Minor Deficiencies identified in the Punch List which the Company and Customer mutually agree are necessary or appropriate for completion of the ECM. Any dispute as to the existence of any Minor Deficiencies shall be handled pursuant to Article 16 of the Master Agreement.

4.2.4 Notice of Final Completion. Following approval or deemed approval of the Notice of Substantial Completion by Customer, and the correction of any Minor Deficiencies identified in the Punch List by Company, the Company shall deliver to Customer a Certificate of Final Acceptance in the form set forth in Schedule D. If the ECM is found to be complete, including the correction of any Minor Deficiencies identified in the Punch List, the Customer shall execute and return to the Company a Certificate of Final Acceptance within thirty (30) days following receipt by the Customer of the Certificate of Final Acceptance. If, upon inspection by the Customer, the ECM is not found to be complete, then the Customer shall so notify the Company within such thirty (30) day period, and the Company shall promptly perform any necessary corrections and repairs. When the Company has completed such corrections and repairs, it shall again issue a Certificate of Final Acceptance to the Customer, and the foregoing procedure shall be repeated until such time as the Customer shall execute and return the Certificate of Final Acceptance; provided, however, that a failure of the Customer to respond altogether within any such thirty (30) day period following the receipt of a the Certificate of Final Acceptance from the Company shall be deemed approval by Customer of the Certificate of Final Acceptance. The date on which the Customer approves, or is deemed to have

approved the Final Acceptance Certificate for an ECM shall be the Final Acceptance Date for such ECM ("Final Acceptance Date").

4.2.5 Payment Unconditional Upon Substantial Completion. The Customer acknowledges that, notwithstanding the existence of any Minor Deficiencies, regardless of their inclusion in a Punch List, the Customer unconditionally agrees to make payment to the Company for the ECMs listed in a Notice of Substantial Completion once the ECMs are, or are deemed to be, Substantially Complete. The Customer acknowledges that, upon the Substantial Completion Date of an ECM, the Customer's payment obligation of ninety percent (90%) of the Implementation Price set forth in the Feasibility Report for the ECM (notwithstanding the existence of Minor Deficiencies or the failure of the Company to properly complete or correct such Minor Deficiencies), is absolute, unconditional and irrevocable and shall not be affected by any circumstance whatsoever, including, without limitation, any set-off, abatement, counterclaim, suspension, recoupment, reduction, rescission, defense or other right.

4.2.6 Effect of Final Acceptance. The Customer acknowledges that, upon the Final Acceptance Date of an ECM, the Customer's payment obligation of the remaining ten percent (10%) of the Implementation Price set forth in the Feasibility Report for the ECM, is absolute, unconditional and irrevocable and shall not be affected by any circumstance whatsoever, including, without limitation, any set-off, abatement, counterclaim, suspension, recoupment, reduction, rescission, defense or other right.

4.2.7 Reliance. The provisions of Article 4 may be relied on by the Company and by any assignee of the Company in connection with the furnishing of ECM financing to the Customer in accordance with the provisions of the Master Agreement. Any assignee of the Company shall be entitled to the rights, but not the obligations, of the Company under this Article 4.

4.2.8 ECM Responsibility. Unless otherwise mutually agreed to by the Parties in the Implementation Services Authorization Form, the Company assumes no responsibility for performance or maintenance of ECMs, which are to be insured by the Customer. Maintenance of equipment shall be addressed in the Implementation Schedule. This should include, but not be limited to, (1) responsibility for maintenance of ECM equipment, (2) designation and agreement by the Parties of full service vs. preventative maintenance (3) responsibility for major equipment failure, (4) maintenance requirements and (5) responsibility for repairs. It is agreed that the responsible Party must show evidence of proper maintenance prior to subsequent actions in the event of improper ECM function. No Vendor is an agent of Company, and no Vendor or employee of any Vendor is authorized to waive, supplement or otherwise alter any terms, conditions, or agreement between the Company and the Customer.

4.2.9 Training. If applicable, and if set forth in a Customer-authorized implementation of a Feasibility Report pursuant to a Customer-authorized Implementation Services Authorization Form, the Company shall provide on-site training for a reasonable number of the Customer's operating personnel with respect to completed ECMs, and the Customer shall assist in such training, all as more fully specified in the Feasibility Report. Unless otherwise provided in the Feasibility Report, such training shall be conducted with respect to an ECM following the Substantial Completion Date of the ECM.

4.3 Implementation Price and Payment.

4.3.1 Implementation Price. The Customer shall pay to the Company the Implementation Price set forth in the Feasibility Report for all Implementation Services performed by the Company pursuant to a Customer authorized Implementation Services Authorization Form. The Implementation Price is the full compensation for the Feasibility Study and such Implementation Services and includes all federal, state and local taxes, if any, including sales, use and excise taxes, assessed with respect to the Feasibility Study, the Implementation Services and with respect to the furnishing of equipment and materials thereunder.

4.3.2 Implementation Price Payment. Within thirty (30) days following the Substantial Completion Date or as otherwise set forth in the draw schedule attached to the Implementation Services Authorization Form, the Company shall provide an invoice to the Customer for all or any portion of the Implementation Price together with any Feasibility Study Price for such ECM(s), and the Customer shall be obligated to pay the total of such amounts within thirty (30) days following receipt of the invoice. In the event the Master Agreement is terminated by either

Party prior to the Substantial Completion Date, all accrued and unpaid Feasibility Study Price and Implementation Price including any unpaid interest accrued upon such amounts, shall be paid by the Customer to the Company within thirty (30) days following the Customer's receipt of an invoice therefor.

4.3.3 Late Payment. Any overdue payment under section 4.4 shall bear interest at the Delayed Payment Rate from the date such payment is due until and including the date of payment, unless otherwise required by the Local Government Prompt Payment Act (Section 218.70 *et.seq.*, Florida Statutes).

4.3.4 Identification of Energy Savings. As applicable, the Company shall set forth appropriate systems and procedures for measuring and verifying the actual energy savings resulting from the Implementation Services of an ECM, which shall be set forth in an applicable Feasibility Report, and shall be subject to approval by the Customer.

4.3.5 Implementation Requirements. Company shall comply with the terms of the Feasibility Study Proposal in the implementation of any ECMs in accordance with this Master Agreement, including, but not limited to, the Small Business Enterprise participation percentages, if any, set forth in the Feasibility Study Proposal.

4.4 Guaranteed Energy Savings. If, at the end of every twelve (12) months following the Final Acceptance Date of any given ECM, or otherwise stated in the Implementation Services Authorization Form, an Energy Savings Shortfall exists, the Company shall pay the Customer the Energy Savings Shortfall. The Company shall remit the Energy Savings Shortfall to the Customer within forty-five (45) days of issuing the Measurement & Verification (M&V) Report to the Customer. In the event that an Energy Savings Overage exists, the Energy Savings Overage shall not be used as a credit to cover a potential Energy Savings Shortfall in subsequent years.

4.5 Liquidated Damages. Liquidated damages shall be imposed for delays in implementation of each individual ECM. The terms of any specific liquidated damages clause shall be included within each individual Implementation Services Authorization Form.

ARTICLE 5- WARRANTY

5.1 Equipment Warranties. The Company covenants and agrees that all materials and equipment to be installed as part of this Master Agreement shall be protected by appropriate original equipment manufacturer (OEM) written warranties covering all parts and equipment performance; provided that such warranties shall at a minimum warrant that the equipment shall (i) be new, unused and undamaged when delivered, (ii) be free from improper workmanship and defects. A minimum warranty period of one (1) year from installation date shall apply to all the equipment, except that the Company further agrees to warranty certain specified equipment for longer terms, as mutually agreed in any Implementation Acknowledgment Form or Feasibility Study attached thereto ("Equipment Warranty Period"). In the event that any third party warranty required by this Section 5.1 is provided for a period of less than the Equipment Warranty Period, Company shall not be in breach of this Master Agreement, but shall itself be deemed to have provided such warranty during the period commencing with the expiration of such third party warranty and ending one (1) year from installation of such equipment. The Company further agrees to deliver to the Customer, for its inspection and approval, all such written warranties at the time of issuance by the Customer of a Certificate of Final Acceptance with respect to the equipment or materials. All warranties shall be transferable and extend to the Customer. Company agrees to act as the Customer's agent in pursuing rights and remedies against manufacturers and suppliers of the equipment in the event of a malfunction or defect during the Equipment Warranty Period. Customer agrees to notify Company, in writing, within ten (10) days of detection of defects in equipment which give rise to such rights and remedies provided by this Section 5.1. After the end of the Equipment Warranty Period, Customer shall be responsible for pursuing any and all rights and remedies provided under such third party warranties. AS BETWEEN THE COMPANY AND THE CUSTOMER, WITH RESPECT TO SUCH EQUIPMENT MANUFACTURED BY THIRD PARTIES, ALL IMPLIED WARRANTIES AND EXPRESS WARRANTIES NOT INCLUDED HEREIN ARE EXPRESSLY DISCLAIMED BY THE COMPANY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE. CUSTOMER AGREES THAT IT WILL ONLY PURSUE ANY CLAIMS FOR WARRANTIES NOT PROVIDED UNDER THIS AGREEMENT AGAINST THE THIRD PARTY MANUFACTURER OF THE APPLICABLE EQUIPMENT, AND HEREBY RELEASES AND WAIVES IT RIGHT AS TO ANY SUCH CLAIMS AGAINST COMPANY.

5.2 Labor Warranties. The Company warrants for a period of one (1) year following the Substantial Completion Date of each ECM that all Services performed under this Master Agreement complies with customary, reasonable and prudent standards of care in accordance with standards in the industry and are performed in a professional manner and consistent with any Customer supplied specifications and standards. The Customer shall promptly notify the Company in writing of the discovery during the applicable warranty period of any claim against the Company's warranties under this Section 5.2. As the Customer's sole and exclusive remedy for any such claim against the Company's warranties, the Company shall, at its own cost and expense, as soon as reasonably possible following the Company's receipt of notice of any claim against any warranty or the Company's otherwise obtaining knowledge of any claim of warranty, cause the repair of defective construction workmanship and/or provide at the Company's expense any changes, modifications or additions to the work which the Company determines necessary due to a failure to perform any Services hereunder in accordance with the standards set forth in this Section 5.2. All costs incidental to the Company's rework and testing thereof shall be borne by the Company. The Company shall use reasonable efforts to perform such remedial actions and make any tests in a timely manner and at such times so as to minimize disruption of normal operations at the Customer's Service Location. The liabilities and obligations of the Company under Section 5.2 do not extend to any repairs, adjustments, alterations, replacements or maintenance which were not prior approved in writing by the Company or may be required as a result of wear and tear in the operation or use of an ECM, or as a result of the Customer's failure to operate or maintain an ECM in accordance with the operating manuals or instructions supplied by the Company, or in accordance with the training provided by the Company to Customer's personnel.

5.3 NO IMPLIED WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, CONCERNING THE SERVICES OR ANY ECM, AND THE COMPANY DISCLAIMS ANY WARRANTY IMPLIED BY LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE. UNLESS OTHERWISE EXPRESSLY STATED IN A FEASIBILITY REPORT ATTACHED TO AN IMPLEMENTATION AUTHORIZATION FORM, THE COMPANY MAKES NO WARRANTIES OR GUARANTEES OF ANY NATURE WHATSOEVER CONCERNING THE ACTUAL REDUCTION IN THE CUSTOMER'S ENERGY USAGE AS A RESULT OF THE INSTALLATION AND OPERATION OF ANY ECM.

ARTICLE 6 - LIMITATION OF LIABILITY

6.1 No Operating or Maintenance Responsibility. Except as otherwise specifically provided in an Implementation Services Authorization Form or this Master Agreement, the Company shall have no responsibility or liability with respect to any ECM after the Substantial Completion Date thereof, and the Customer shall be solely responsible for the operation, maintenance and utilization of each ECM after such date.

6.2 Consequential Damages. Neither Party shall be liable to the other Party for special, indirect, consequential or punitive damages. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

6.3 Aggregate Cap. Except with respect to (i) Company's obligations to remit the Energy Savings Shortfall to the Customer pursuant to Section 4.4, (ii) indemnity obligations under this Master Agreement related to third party claims, and (iii) Company's warranty obligations under Article 5, Company's aggregate liability for direct damages shall not exceed ten percent (10%) of the fees paid or payable by Customer for the Services giving rise to such damages.

6.4 Intent. Except in cases of willful misconduct, the Parties intend that the limitations of liability of this Article 6, and exclusive remedy provisions expressed throughout this Master Agreement, shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract by the Party whose liability or remedy obligations are limited, and shall extend to such person's affiliates and to its and their partners, shareholders, directors, officers, employees, contractors and agents. The Parties also intend and agree that such provisions shall continue in full force and effect notwithstanding the termination, suspension, cancellation or rescission of this Master Agreement.

6.5 Remedies. Where remedies are expressly afforded by this Master Agreement with respect to the Services provided by the Company, such remedies are intended by the Parties to be the sole and exclusive remedies of the Customer for liabilities of the Company arising out of or in connection with the Services or this Master Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE 7 - ACCESS AND INFORMATION

7.1 Customer Cooperation. The Customer shall use reasonable efforts to assist the Company in performing the Services contemplated by this Master Agreement, including providing reasonable access to the Customer's Service Location(s), providing information concerning the Service Location(s), making appropriate Customer personnel available if requested by the Company to assist the Company in performing such Services, and taking any other actions the Company may reasonably request from time to time to achieve the purposes and intent of this Master Agreement.

7.2 Access to Service Locations. Upon the request of the Company, the Customer shall provide the Company and its Subcontractors with reasonable access to the Service Location(s) to enable the Company to perform all Services hereunder and to verify and confirm the operation of any installed ECM following the Substantial Completion Date. The Company also shall have access to the Service Location(s) during the warranty period specified in Article 5 for purposes of performing its obligations thereunder. The Customer shall provide the Company with adequate storage and laydown areas at the Service Location(s), as applicable, during the installation of ECMs and shall make available any construction power and other utilities required by the Company and its Subcontractors to perform the Services. The Company and its Subcontractors shall observe all of the Customer's safety and security procedures at the Service Location(s), to the extent made known to the Company, and shall not unreasonably disturb or interrupt the Customer's operations at such location(s).

7.3 Jessica Lunsford Act. The Company will comply and cooperate with all requirements of Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes. Its employees and subcontractors who provide services under the Master Agreement at a Service Location while students are present shall complete the fingerprinting conducted or coordinated by the Customer pursuant to Sections 1012.32, Florida Statutes or present to Customer a valid uniform, statewide identification badge issued by another Florida school district. This background screening or presentation of a previously issued badge shall occur in advance of the Company or its personnel or subcontractors providing any services on campus while students are present. The Company will bear the cost of the fingerprinting and 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 Company, its employees and subcontractors. The Company's employees and subcontractors shall display the issued uniform, statewide identification badge at all times while at a Service Location. The parties agree that the failure of the Company to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the Customer to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Company agrees to indemnify and hold harmless the Customer, its officers and employees from any liability in the form of physical or mental injury, death or property damage third party claims resulting from Company's failure to comply with the requirements of this Section 7.3. Company shall require each of Company's subcontractors on the project to agree in writing to the provisions of this paragraph. Company's employees, agents, or contractors shall not be allowed access to any Service Location while students are present until such time as Company is in compliance with the provisions of this Section 7.3.

7.4 Requests for Information. The Customer shall promptly comply with all reasonable requests by the Company for information concerning the Service Location(s), as required by the Company to perform the Services, and information to enable the Company to determine the actual energy savings and load reduction achieved at the Service Location(s) as a result of ECM implementation. The Customer also shall provide the Company with any information and other assistance reasonably required to verify the demand and energy savings achieved and the related costs thereof. The Customer agrees that the Company may disclose such information obtained by the Company or provided by the Customer pursuant to this Master Agreement or any supplemental Master Agreement to any public authority having jurisdiction.

7.5 Nondisclosure and Use of Confidential Information. Confidential Information shall not be used for any purpose other than for purposes of this Master Agreement. Confidential Information shall be held in strict

confidence by the receiving Party and shall not be disclosed without prior written consent of the disclosing Party, except to those advisors, affiliates, agents, assigns, attorneys, employees, directors, officers and/or members (each an "Agent" and collectively "Agents") with a need-to-know the Confidential Information for the purposes of the Master Agreement, provided that the receiving Party shall (i) be responsible for any breach of this Master Agreement by the receiving Party or its Agents, and (ii) shall require Agents receiving Confidential Information of the disclosing Party to be bound by the terms substantially similar to Sections 7.5 through 7.7 of this Master Agreement. The receiving Party shall use the same degree of care to protect the Confidential Information as the receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard.

7.6 Required Disclosure. The Parties acknowledge that Customer is a public entity subject to Florida's open records laws, including, but not limited to, Chapter 119, Florida Statutes. The Parties further acknowledge that Customer and/or Company may be required to disclose information related to this Master Agreement in response to a public records request. In the event that either Party is requested or required by legal or regulatory authority to disclose any Confidential Information, such Party shall promptly notify the other Party of such request or requirement prior to disclosure so that the other Party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained the each Party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. Notwithstanding anything to the contrary, the Parties and their agents may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Program and all materials of any kind (including opinions or other tax analyses) that are provided to either Party relating to the tax treatment and tax structure of the Program.

7.7 Florida Public Records Requirement. The Company acknowledges its legal obligation to comply with section 119.0701, Florida Statutes. The Company shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, that would be required to be kept and maintained by the School Board in order to perform the scope of services. The Company shall provide public access to the public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost allowed by law. The Company shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. The Company shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of the Company upon termination of this Agreement. The Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to the School Board. Further, the Company shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Company's failure to comply with these requirements.7.8 Survival. Notwithstanding anything to the contrary, the obligations of the Parties under Sections 7.1 through 7.7 shall survive the termination of this Master Agreement.

ARTICLE 8 - DOCUMENTS AND DATA

8.1 Ownership Rights. Subject to Section 8.2 and applicable public records law, any Feasibility Study, Feasibility Report, Feasibility Study Proposal, or Measurement & Verification Report, shall be the Confidential Information of the Company, shall remain the sole and exclusive property of the Company and may only be used by the Customer for the operation, maintenance, repair or alteration of any ECM installed by the Company. The Customer shall not acquire any rights or interest with respect to the Company's or its Subcontractors' proprietary technology, know-how, processes or computer software or any other intellectual property that may be used in connection with the Services or the supply of equipment and materials hereunder. The Customer acknowledges that the Company provides Services to other companies and agrees that nothing in this Master Agreement will be deemed or construed to prevent the Company from carrying on such business. In particular, the Customer agrees that, notwithstanding anything to the contrary set forth herein, as part of the Company's provision of the Services hereunder, the Company may utilize software, methodologies, tools, specifications, models, samples and documentation, the Company's Confidential Information, as well as copyrights,

trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, which have been originated, developed or purchased by the Company or by third parties under agreements to provide services for such third parties. Notwithstanding anything to the contrary in this Section 8.1, upon Customer's full payment to Company of the Implementation Price, title to any Feasibility Study, Feasibility Report, Feasibility Study Proposal, and/or Measurement & Verification Report shall vest to Customer.

8.2 No Use of Documents After Termination. If any Feasibility Study, Feasibility Report or other document prepared by the Company under this Master Agreement is terminated, in whole or in part, by the Customer prior to completion of the installation of any ECM, or the Customer or Company chooses not to proceed with the implementation by Company of an ECM as set forth herein, then the Customer shall be entitled to use, any such document upon full payment therefore pursuant to Section 3.5.6; provided however that, notwithstanding anything to the contrary in this Master Agreement, if Customer uses any such Feasibility Study, Feasibility Report or other document, in whole or in part, prepared by the Company to implement, by or through any third party, any ECMs addressed therein, then (i) such documents are provided "AS IS" without any warranty of any kind, express or implied, and (ii) Customer agrees to release Company from and against any losses, damages or liabilities of any kind resulting or arising from Company's use thereof.

ARTICLE 9- INSURANCE

9.1 Insurance to Be Maintained by the Company. At any time that the Company is performing Services under this Master Agreement at any Customer Location, the Company shall keep and maintain the following minimum insurance coverages:

9.1.1 Statutory Workers' Compensation Insurance: Workers' compensation insurance as required by Applicable Laws where the Services are performed and employer's liability insurance with a limit of liability of one million dollars (\$1,000,000) or statutory limits for the State of Florida.

9.1.2 General Liability Insurance: Comprehensive general liability insurance with a one million dollars (\$1,000,000) combined single limit per occurrence policy for bodily injury, death and/or property damage for each occurrence, with an annual general aggregate per policy of not less than \$2,000,000.

9.1.3 Automobile Liability Insurance: Business auto liability insurance in the amount of one million dollars (\$1,000,000) combined policy limit for bodily injury and property damage for each accident.

9.1.4 Excess Liability or Umbrella Liability: Excess liability or umbrella liability insurance in an amount not less than three million dollars (\$3,000,000) for any one occurrence. Any excess liability or umbrella policy will be applicable to the general liability, auto liability, and employer's liability policies that are required.

The Company shall provide the Customer with insurance certificates which provide evidence of the insurance coverage under this Master Agreement, in form and substance reasonably satisfactory to the Customer. At least twenty (20) days prior written notice of cancellation or non-renewal of the above-noted insurance, with the exception of ten (10) days for nonpayment of premiums, shall be provided to the Customer. Company shall include Customer on all the policies shown in this Section 9.1 as an "Additional Insured" (with the exception of policies listed in Subsection (9.1.1 and 9.1.3) for any liability or damage arising out of the performance of the obligations assumed by Company under this Master Agreement. Any coverage provided under these policies to Customer would be primary to any other coverage available to Customer. Notwithstanding, the failure to provide certificates or add Customer as an additional insured in accordance with this Section shall not release Company in any manner of any liability established under this Master Agreement.

9.2 Notwithstanding any other requirement set forth in this Section 9, Company may self-insure (the "Self-Insurance") to the extent Company or an affiliate of Company (the "Self Insurer") maintains a self-insurance program under which Company may be insured; provided that: (a) the Self-Insurer's Credit Rating is rated at BBB- or better, by Standard & Poor's, and Baa3 or better by Moody's, and (b) Company has provided the Customer with Notice of its election to self-insure pursuant to this Section 9. For any period of time that the Self-Insurer is unrated by Standard & Poor's or the Self-Insurer's credit rating is rated at less than Investment Grade, Company shall comply with the insurance requirements applicable to it under this Section 9. The Customer shall be named as an

additional insured under the Company's General Liability and Automobile Liability insurance or Self-Insurance, and each shall be endorsed to be primary to any insurance maintained by the Customer. The Company shall provide the Customer with insurance certificates or letters of Self-Insurance to evidence the insurance coverage under this Master Agreement in form and substance to the reasonable satisfaction of the Customer. At least twenty (20) days prior written notice of cancellation or non-renewal of the above-noted insurance, with the exception of ten (10) days for nonpayment of premiums, shall be provided to the Customer.

9.3. Insurance to Be Maintained by the Customer. During and throughout the term of this Master Agreement and until all amounts payable to the Company pursuant to this Master Agreement are paid in full, the Customer shall maintain, as of the date of installation of each UCRM, the following minimum insurance coverages:

9.3.1 Statutory Workers' Compensation Insurance. Workers' compensation insurance as required by Applicable Laws where the Services are performed and employer's liability insurance with a limit of liability of one million dollars (\$1,000,000);

9.3.2 General Liability Insurance. Comprehensive general liability insurance with a one million dollars (\$1,000,000) combined single limit per occurrence policy for bodily injury, death and/or property damage for each occurrence, with an annual general aggregate per policy of not less than \$2,000,000.

9.3.3 Automobile Liability Insurance. Business auto liability insurance in the amount of three hundred thousand dollars (\$300,000) combined policy limit for bodily injury and property damage for each accident.

9.3.4 Property Insurance. Comprehensive property insurance, including all risk physical damage insurance, on each UCRM with replacement cost coverage.

9.4 The Customer shall provide the Company with insurance certificates which provide evidence of the insurance coverage under this Master Agreement, in form and substance reasonably satisfactory to the Company. At least twenty (20) days prior written notice of cancellation or material change of the above-noted insurance, with the exception of ten (10) days for nonpayment of premiums, shall be provided by the Customer to the Company. Customer shall include Company on all the policies shown in this Section 9.3 as an "Additional Insured" (with the exception of policies listed in Subsection (9.3.1)) for any liability or damage arising out of the performance of the obligations assumed by Customer under this Master Agreement. Any coverage provided under these policies to Company would be primary to any other coverage available to Company. Notwithstanding, the failure to provide certificates or add Company as an additional insured in accordance with this Section shall not release Customer in any manner of any liability established under this Master Agreement.

9.5 The Company shall provide the Customer with a Certification of Insurance and an endorsement naming the Customer, its officers, employees and agents as an additional insured with regard to the Company's activities carried out under the terms of this Master Agreement. The Customer will be "Additional Insured" as the Certificate Holder on the Certificate of Insurance.

ARTICLE 10- INDEMNIFICATION

10.1 Indemnity Obligations. The Company shall hold the Customer, its officers, agents, and employees harmless against claims by third parties to the extent resulting from the negligence of Company, its employees, representatives, or subcontractors. If and to the extent allowed by Florida law, and without waiving the limits of sovereign immunity as set forth in section 768.28, Florida Statutes, Customer shall hold harmless, indemnify and defend the Company against all liability, claims, judgments or costs for injury to, or death of any person or persons, for the loss or damage to any third party property, and for the imposition of any penalties, fines or other assessments by any governmental agency arising out of the use, ownership of each and any Service Location, operation or performance of the terms of this Master Agreement, but only to the extent resulting from any negligence by Customer, or any of its employees, agents, representatives or those in its care and custody.

10.2 Employee Claims. In any and all claims against a Party, its affiliates or contractors and their respective directors, partners, shareholders, officers, agents and employees (collectively, the "Indemnitee") by an employee of the other Party (the "Indemnitor") or of anyone directly or indirectly employed by any of them or

anyone for whose acts any of them may be liable, the indemnification obligations stated in Section 10.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the indemnifying Party under any applicable worker's compensation law, disability law, or other employee benefit law.

10.3 **Defense of Claims.** An Indemnitor shall have the right to defend an Indemnitee by counsel (including insurance counsel) of Indemnitor's selection reasonably satisfactory to the Indemnitee, with respect to any claims within the indemnification obligations hereof. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. No Indemnitee shall settle any such claims or actions without prior written consent of the Indemnitor.

10.4 **Payment.** In the event that either Party is required to make an indemnity payment under this Article 10, such Party shall promptly pay the Indemnitee the amount so determined. The amount owing to the Indemnitee shall be the amount of such Indemnitee's actual out-of-pocket loss or expense, net of any insurance or other recovery paid to such Indemnitee. If there should be a dispute as to the amount or manner of determination of any indemnity obligation, the Indemnitor shall nevertheless pay when due such portion, if any, of the obligation as is not subject to dispute. Upon the payment in full of any claim, the Indemnitor making payment shall be subrogated to the rights of the Indemnitee against any person with respect to the subject matter of such claim.

10.5 **Survival.** The obligations of the respective Parties under this Article 10 shall survive the termination of this Master Agreement with respect to any claims or liability arising prior to such termination.

10.6 **Remedies.** The express remedies of this Article 10 are the sole and exclusive obligations of Indemnitor and the sole and exclusive remedies of the Indemnitee with respect to any third party claims within the scope of the indemnities set forth by Section 10.1.

ARTICLE 11- HAZARDOUS MATERIALS

Except to the extent of hazardous materials brought to the Customer Location by Company, the Customer shall have sole responsibility and liability with respect to the proper identification, removal and disposal of any hazardous materials (e.g., asbestos) or correction of any hazardous condition at a Service Location which affects the Company's performance of the Services under this Master Agreement. If, during the course of performing the Services, the Company becomes aware of any such hazardous materials or hazardous condition, the Company shall promptly report such matter to the Customer and before disturbing (or further disturbing) such materials or condition. Work in the affected areas shall be resumed by the Company only upon the written notice from the Customer that such materials have been removed or such condition has been corrected, and then only if such continuation of work shall not violate any applicable law or permit. If and to the extent allowed by Florida law, and without waiving the limits of sovereign immunity as set forth in section 768.28, Florida Statutes, the Customer shall indemnify, defend and hold harmless the Company and its Subcontractors with respect to any liability, cost or expense of whatever nature incurred as a result of any hazardous materials or hazardous condition, except to the extent of hazardous materials brought to the Customer Location by Company.

ARTICLE 12 - TITLE, RISK OF LOSS, AND TAXES

12.1 **Passage of Title.** Legal title to each installed ECM, including all equipment and materials comprising a part thereof, shall pass to the Customer upon the Substantial Completion Date for the ECM. Notwithstanding the foregoing, the Customer shall bear all risk of loss or damage of any kind with respect to all or any part of an ECM located at a Service Location, whether installed or not, and the Customer shall indemnify and pay the Company for the repair or replacement of any ECM or component thereof stolen, lost, destroyed or damaged at a Service Location, unless such loss or damage is directly caused by the Company or an Subcontractor retained by the Company. Loss or damage to an ECM directly caused by the Company or its Subcontractor shall be the responsibility of the Company. The Customer hereby releases and waives, and will cause its insurers to release and waive, any right of subrogation against the Company and each of its Subcontractors.

12.2 Intentionally Deleted.

12.3 Warranty of Title. Except as set forth in Section 12.2, the Company warrants good title to all ECM's and components thereof furnished or installed by the Company or its Subcontractors, and the Company warrants that title to such ECM's and components shall pass to and vest in the Customer as set forth in Section 12.1 free and clear of all liens, claims, charges, security interests, encumbrances and rights of other parties arising as a result of the actions or failure to act of the Company, its Subcontractors, or their employees.

12.4 Taxes. The Customer agrees to pay any taxes and assessments, whether real or personal, which are now or hereafter imposed or assessed by any governmental authority, whether it be federal, state or local, with respect to the installation, delivery, sale, use, operation or maintenance of the ECM's, and to make all filings in respect of any such taxes and assessments. The Company shall have no obligation or liability with respect to any property tax nor with respect to any income, excess profits, or revenue tax charged or levied against the Customer as a result of this Master Agreement. The Company shall pay any sales and use taxes imposed on the ECM's prior to the Company's delivery or installation of the ECM's, as required by applicable law, subject to any sales and use tax exemptions available to the Company and the Customer. The customer is a sales tax exempt entity; an owner direct purchase (ODP) program may be used, at the direction of the Customer, for all items purchased with a sales tax calculated value greater than \$2,500. All other taxes to be paid from the work will be included in the cost of the work.

ARTICLE 13 - FORCE MAJEURE

If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable.

ARTICLE 14- CHANGES

Upon receiving such a request, the Company may at its sole option prepare and deliver a proposed Change Order to the Customer listing the price of the Changes. If the Customer fails to return an executed Change Order, a form of which is attached to this Master Agreement as Schedule E, the Company shall have no obligation to complete the Changes. A Change also may result from any failure of the Customer, or its representatives or agents, to fulfill its obligations hereunder, which failure materially adversely affects the Company's cost, schedule or performance under this Master Agreement. Should any Change cause a material increase or decrease in the cost of or time required for the Company's performance, or otherwise affects any provision of this Master Agreement, the Company may propose an appropriate adjustment. The Company shall not be obligated to proceed with or perform any Change requested by the Customer hereunder until the Parties have agreed in writing upon any such adjustments resulting from the Change. Except to the extent a Change specifically results in an amendment or adjustment to one or more provisions of this Master Agreement, all provisions of this Master Agreement shall apply to all Changes and no Change shall be implied as a result of any other Change.

ARTICLE 15 - TERMINATION AND DEFAULT

15.1 Termination for Convenience. Either Party may terminate this Master Agreement, in its sole discretion, at any time, without further liability, upon ten (10) days prior written notice to the other Party; provided, however, that such termination shall not apply with respect to any Services or work of the Company previously ordered by the Customer under an Authorization Form executed by the Customer on or prior to the termination date. With respect to any such previously ordered Services or work, including any previously implemented ECM or ECM under implementation, this Master Agreement and the applicable Customer-authorized proposals, shall remain in full force and effect in accordance with their terms, unless both Parties specifically agree in writing to the contrary.

15.2 Termination for Cause.

15.2.1 Termination by Either Party for Default. A Party shall have the right to terminate this Master Agreement or a Customer-authorized Implementation Services Authorization Form for cause if: (a) any proceeding is instituted against a Party seeking to adjudicate such Party as bankrupt or insolvent, or if such Party makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of such Party, or if a Party files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts and, in the case of any such proceeding instituted against such Party (but not by such Party) such proceeding is not dismissed within sixty (60) days of such filing; (b) the Customer fails to perform any payment obligation under this Master Agreement and fails to cure such obligation within thirty (30) days written notice from the Company; (c) a Party substantially fails to perform any non-payment obligation under this Master Agreement and fails to cure or commence and diligently proceed to cure such obligation within thirty (30) days written notice from the other Party, or (d) Company fails to perform any of the duties described in Section 7.3. Subject to Article 6, in the case of such a termination by a Party, to the extent that the reasonable and necessary costs of completing any Services previously ordered by the non-defaulting Party under this Contract, including compensation for obtaining a replacement contractor or for obtaining additional professional services required as a consequence of the defaulting Party's breach, exceed those costs which would have been payable to the defaulting Party but for the defaulting Party's breach, the defaulting Party shall pay the difference to the non-defaulting Party. The Customer shall pay the Company an amount (to the extent not already paid) equal to the sum of all of the Company's reasonable costs incurred in performing the Services up to the termination date, including all costs incurred with respect to any Subcontractors; provided that the Company makes available to the Customer all of the work product, equipment and materials produced or obtained by the Company in performing such Services (except any and all intellectual property of the Company or third parties).

15.2.2 Payment. All amounts payable by either Party pursuant to Sections 15.1 and 15.2 shall be due within thirty (30) days following the submission by the other Party of an invoice therefore, which invoice shall include in reasonable detail an itemization of costs with respect to any amounts measured on the basis of reimbursable costs. Reimbursable costs also shall be subject to audit by the other Party, at the other Party's expense upon reasonable advance notice; provided that such audit shall be completed within sixty (60) days following the submission of the invoice. Amounts not paid by either Party to the other when due hereunder shall bear interest from the date payment was due to and including the date of payment at the Delayed Payment Rate.

ARTICLE 16 - DISPUTES

16.1 No Set-Off. Anything to the contrary notwithstanding, all payments under this Master Agreement shall be made without set-off or deduction. Any payment not made by the date required by the Master Agreement shall bear interest from the date on which such payment was due and payable through and including the date such payment is actually received at the Delayed Payment Rate. If, as a result of a Dispute settled in favor of Customer, a refund is owed to Customer, then the amount of the overpayment shall bear interest from the date on which such payment was received by the Company through and including the date that the overpayment is refunded by the Company at an annual rate equal to the Delayed Payment Rate.

16.2 Pendency of Dispute. The existence of any Dispute, controversy or claim under this Master Agreement, or the pendency of the Dispute settlement or resolution procedures set forth in this Master Agreement, shall not in and of themselves relieve or excuse either Party from its ongoing duties and obligations hereunder or thereunder.

16.3 Alternative Dispute Resolution Process. Upon the written request of either Party, the Parties will meet for the purpose of resolving such Dispute. The Parties agree to discuss the problem and negotiate in good faith to attempt to resolve the Dispute. No formal proceedings may be commenced until either Party concludes in good faith that resolution of the Dispute through continued informal negotiations does not appear likely. Disputes that cannot be settled to in a manner described via informal discussions may be settled by non-binding mediation. Mediation must occur within twenty (20) business days after the Parties agree to submit the dispute to mediation, and the duration of the mediation shall be limited to one (1) business day. The Parties shall mutually select an independent mediator experienced in commercial information system contract disputes, and each Party shall designate a representative(s) to meet with the mediator in good faith in an effort to resolve the Dispute. The specific format of the mediation shall be left to the discretion of the mediator and the designated Party representatives.

ARTICLE 17 - ASSIGNMENT

17.1 Master Agreement Binding. This Master Agreement and each Customer-authorized Feasibility Study and implementation of a Feasibility Report pursuant to a Customer-authorized Implementation Services Authorization Form entered into by the Parties shall be binding upon, and shall inure to the benefit of, the Parties and their successors and permitted assigns.

17.2 Permitted Assignment. Neither Party may assign this Master Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed, unless the assignment is to a successor corporation into which all or substantially all of assets of the assigning Party are merged or otherwise consolidated, regardless of whether the assigning Party is the surviving entity in such merger or consolidation. Any assignment which does not comply with the provisions of this Section 17.2 shall be null and void.

17.3 No Third Party Beneficiaries. Except as otherwise expressly provided herein, this Master Agreement nor any term or provision or obligation arising hereof or hereunder, shall be construed as being for the benefit of any Party not a signatory hereto.

17.4 Timing of Receipt. Notices sent by mail shall be given as of four (4) business days after the date of the postmark, and notices delivered by overnight courier shall be deemed received on the date when left at the address of the recipient. Notices sent by fax shall be effective the date faxed, if a business day, or the following business day otherwise.

ARTICLE 18 - GENERAL PROVISIONS

18.1 Entire Master Agreement. This Master Agreement, including the Schedules attached hereto and any exhibits attached thereto, sets forth the full and complete understanding of the Parties relating to the subject matter hereof as of the Effective Date of Master Agreement, and supersedes any and all negotiations, agreements and representations made or dated prior hereto with respect to the subject matter of this Master Agreement. Any actions or Services described in this Master Agreement which were performed or implemented by the Parties prior to the Effective Date of Master Agreement shall for all purposes be deemed to have been performed under this Master Agreement.

18.2 Amendments. No change, amendment or modification of this Master Agreement or Schedule or exhibits thereto shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by both Parties.

18.3 Status of the Parties. The Company and its Subcontractors shall be independent contractors with respect to the Services performed hereunder irrespective of whether such Subcontractors are approved by the Customer, and neither the Company nor its Subcontractors, nor the employees of either, shall be deemed to be the employees, representatives or agents of the Customer. Nothing in this Master Agreement shall be construed as inconsistent with the foregoing independent contractor status or relationship, or as creating or implying any partnership, joint venture, trust or other relationship between the Company and the Customer.

18.4 Customer & Company. The Parties hereby represents and warrants to the other Party that (i) the execution and delivery by a Party of this Master Agreement and the performance of its obligations hereunder have been duly authorized by all requisite actions and proceedings; are not inconsistent with and do not and will not contravene any provisions of a Party's organizational documents or any applicable law, rule or regulation; have been approved by all necessary persons or entities; and do not and will not conflict with or cause any breach or default under any agreement or instrument to which a Party is a party or by which it or any of its properties is bound; and (ii) this Master Agreement has been duly executed and delivered by the Parties and constitutes the valid and legally binding obligation of each Party, enforceable against the other Party in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general equitable principles.

18.5 Drafting Interpretations and Costs. Preparation and negotiation of this Master Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other. Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating and finalizing this Master Agreement.

18.6 Captions. The captions contained in this Master Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of such document or the intent of any provision contained therein.

18.7 Severability/Divisible Contracts. (a) The invalidity of one or more phrases, sentences, clauses, Sections or Articles contained in this Master Agreement shall not affect the validity of the remaining portions thereof so long as the material purposes of such document can be determined and effectuated. (b) Each Customer-authorized proposal for Services under this Master Agreement shall constitute a separate and divisible contract which the Company may assign to one or more assignees, in whole or in part, and each and every such assignee of the Company shall be entitled to the benefits and rights of the Company under this Master Agreement, and shall be entitled to exercise the rights of the Company under this Master Agreement. No assignee shall be responsible for any obligations of the Company except as expressly assumed in writing by such assignee in accordance with the terms and conditions of Section 17.2.

18.8 Further Assurances. The Company and the Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Master Agreement, in furtherance of the express provisions of this Master Agreement.

18.9 Applicable Law and Venue. This Master Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Any disputes resulting in litigation between the Parties shall be conducted in the state or federal courts of the State of Florida. Proceedings shall take place in the Circuit Court for Indian River County, Florida or the United States District Court for the Southern District of Florida.

18.10 Counterparts. This Master Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties.

18.11 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HERON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MASTER AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS WHETHER ORAL OR PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS MASTER AGREEMENT.

18.12 No Waiver. The failure of a Party to enforce, insist upon, or comply with any of the terms, conditions or covenants of this Master Agreement, or a Party's waiver of the same in any instance or instances shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect.

18.13 Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Master Agreement shall be in writing signed by the Party giving such notice and shall be hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier as follows:

If to the Company:
FPL Services, LLC
6001 Village Blvd.
West Palm Beach, FL 33407-0768
Fax: 561-681-3088
Tel: 239-332-9111
E-mail: rrisley@fpl.com

Attention: Rob Risley

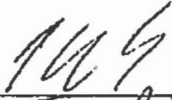
If to the Customer:
The School Board of Indian River County
6055 62nd Ave.
Vero Beach, FL 32967
Fax: 772-564-5109
Tel: 772-564-5060
E-mail: john.earman@indianriverschools.org
Attention: John Earman

Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Form as of the Effective Date.

FPL SERVICES, LLC

THE SCHOOL BOARD OF INDIAN RIVER
COUNTY, FLORIDA

BY: 
NAME: Troy Price
DATE APPROVED: 7/11/14

BY: _____
NAME: Carol Johnson, Chairman
DATE APPROVED: _____

SCHEDULE A

**FORM OF
FEASIBILITY STUDY AUTHORIZATION FORM**

Project Name:

ECM No.:

Service Location:

Company: FPL Services, LLC

Customer:

Company Representative:

Name: Rex Noble
Address: FPL Services, LLC
6001 Village Blvd
West Palm Beach, Florida 33407
Telephone: (561) 681-3050
Facsimile: (561) 681-3088
E-mail: rex.noble@fpl.com

Customer Representative:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail: _____

I. AUTHORIZATION:

This Feasibility Study Authorization Form ("FSA Form") is issued by the Company to the Customer pursuant to that certain Master Agreement for Demand Side Management and Energy Efficiency Services ("Master Agreement"), effective as of 22nd day of July, 2014. This FSA Form authorizes the Company to commence Services as described herein pursuant to the terms and conditions of the Master Agreement. This FSA Form is not intended as a Change and in no way amends, varies or modifies the Master Agreement. Any alternate, different or additional terms or conditions referenced by the Customer in subsequent correspondence from the Customer are hereby rejected and will not become part of this FSA Form or alter the Master Agreement unless expressly set forth and incorporated herein. In order for the Company to commence Service set forth in this FSA Form, the Customer is required to sign this FSA Form. Capitalized terms used herein without other definition shall have the meanings set forth in the Master Agreement.

This FSA Form consists of this FSA Form and the following attachments, which are incorporated into this FSA Form by this reference: (i) Exhibit A–Feasibility Study, and (ii) Exhibit B–Feasibility Study Price.

II. SCOPE OF WORK:

The Company shall prepare a Feasibility Report which shall set forth the Services recommended ECM(s) for the implementation at the Service Location identified above, as more particularly described in the Feasibility Study, attached hereto and made a part hereof as Exhibit A.

III. FEASIBILITY STUDY PRICE:

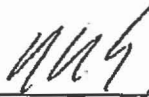
Subject to Section 3.5.1 of the Master Agreement, the Customer shall compensate the Company for the Services provided in connection with the creation and development of the Feasibility Report for the price set forth in Exhibit B.

The Customer has examined and carefully studied all of this FSA Form, including the Master Agreement and all exhibits, appendices, specifications, terms and conditions thereto and hereby agrees to be bound by any and all terms, conditions, and obligations set forth therein. THIS FORM IS HEREBY ISSUED BY THE COMPANY TO THE CUSTOMER ON THIS 22nd DAY OF JULY, 2014 ("Effective Date of FSA Form").

IN WITNESS WHEREOF, the Parties have executed this Form as of the Effective Date of FSA Form.

FPL SERVICES, LLC

THE SCHOOL BOARD OF INDIAN RIVER
COUNTY, FLORIDA

BY: 
NAME: Troy Price
DATE APPROVED: 7/11/14

BY: _____
NAME: Carol Johnson, Chairman
DATE APPROVED: _____

SCHEDULE A

EXHIBIT A

FEASIBILITY STUDY

Project Name: Indian River County Schools – FPLS Phase I

ECM: Various

Service Location:

**Vero Beach Senior High School
1507 19th Street
Vero Beach, FL 32960**

**Oslo Middle School
480 SW 20th Avenue
Vero Beach, FL 32962**

Scope of Services:

Provide a Feasibility Study Report in compliance with the provisions of Florida Statute 1013.23 to be delivered 120 days after notice to proceed. In addition to various conservation measures, the study shall consider the consolidation of primary chilled water equipment and the installation of distribution piping for all Indian River County School facilities at the Vero Beach HS site.

SCHEDULE A

EXHIBIT B

FEASIBILITY STUDY PRICE

Feasibility Study Price: \$130,328

Payment Schedule:

Form of Invoice:

Address for Invoice:

Retainage Terms: No retainage on Professional Services

Additional Final Payment Conditions: [IF DIFFERENT FROM ARTICLES 3 & 4]



THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA

SHARON SWAN
DIRECTOR

MICHAEL J. BURKE
CHIEF OPERATING OFFICER

Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
Phone: (561) 434-8214 Fax: (561) 963-3823
www.palmbeachschools.org/purchasing

April 17, 2014

Food Fantasies Inc. dba Frozen Treats
Mr. James Craven
18770 NE 6th Ave
Miami, Florida 33179
frozentreats@bellsouth.net

Subject: Letter of Agreement
Bid Number: 10C-69DC
Title: Term Contract for 100% Fruit Juices
Contract Term: June 16, 2014 through June 15, 2015

Dear Mr. Craven:

The School District of Palm Beach County, Florida, has accepted your offer to renew bid 10C-69DC, to furnish 100% Fruit Juices. This acceptance is subject to compliance with the bid specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

Please check your certificate of insurance (See Special Condition "R" "INSURANCE REQUIREMENTS") to confirm that it is current. If it is not current, please email us an updated original certificate of insurance to insurancecertificate@palmbeachschools.org, or fax to 561-963-3823 within seven (7) days of this notification. **Your insurance company is required to have the School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED AND MUST REFERENCE THE ABOVE BID NUMBER.**

Purchase orders may be issued to cover the purchase of 100% fruit Juices as the need arises, and will be your notification to proceed with fulfilling the School Districts request. Shipment without proper authorization may result in nonpayment.

If you have any questions, please do not hesitate to call my office at 561- 434-8406. Thank you for renewing your bid and we are looking forward to doing business with you and your company.

Sincerely,

Sharon Swan, C.P.M., Director
Purchasing Department

CC: bid file
Dick Hardman, Purchasing Agent

The School District of Palm Beach County, Florida
A Top-Rated District by the Florida Department of Education Since 2005
An Equal Education Opportunity Provider and Employer

INVITATION TO BID NO.: 10C-69DC - TERM CONTRACT FOR 100% FRUIT JUICES

DATE: March 10, 2014
PRESENTED TO BOARD: April 16, 2014

CONTRACT PERIOD: June 16, 2014 through June 15, 2015
DEPARTMENT: 9151 FUND: 4100 FUNCTION: 7602 ACCOUNT: 557020
FUNDING SOURCE: School Food Service
REQUESTING DEPARTMENT: School Food Service

FINANCIAL IMPACT

The annual financial impact to the Operating budget is not to exceed \$ 4,000,000. The source of funds is the School Food Service budget.

CONTRACT RENEWAL

Term Contract No. 10C-69DC was awarded on May 28, 2010, to Food Fantasies, Inc., dba Frozen Treats for one year from June 16, 2010 through June 15, 2011 with the option to renew for four additional one-year periods.

The first option to renew contract was exercised for the period June 16, 2011 through June 15, 2012.

The second option to renew was exercised for the period June 16, 2012 through June 15, 2013.

The third option to renew was exercised for the period June 16, 2013 through June 15, 2014.

The fourth and final option to renew is now being exercised for the period June 16, 2014 through June 15, 2015.

Food Fantasies, Inc., dba Frozen Treats have agreed to honor terms, conditions and pricing of existing contract for the forthcoming contract period

Items to be purchased include 100% fruit juice products at fixed prices for our students.

RECOMMENDATION: Based on satisfactory performance during the past contract period, it is recommended that the Term Contract for 100% Fruit Juices be renewed with Food Fantasies, Inc., dba Frozen Treats for the period June 16, 2014 through June 15, 2015.

Note: Original Bid document is available upon request.

SS:GM:DH:ps

Frozen Treats

March 10, 2011

Received from Palm Beach Co. Sch District
on 6.2.2014 Dick Hardman / Sr. Buyer
Dick.Hardman@palmbeachschools.org

To: Carol Moore, Purchasing Agent

The School District of Palm Beach County

From: Jim Craven

Food Fantasies Inc.

Subject: Contract Renewal, Contract # 10C-69D

Dear Ms. Moore,

Please find our signed renewal form, M&B's requested price list and documentation showing apple concentrate price increases. Although the apple prices have increased significantly compared to the 2010 bid prices, we must remember that the apple was at a very low cost when the 2010 bid came out. When compared to the previous bid's apple prices, the increase is more reasonable.

	<u>Current Bid Price</u>	<u>Previous Bid Price</u>	<u>Requested Price</u>
4oz Apple Carton <i>Apple</i>	.1173 each	.1327 each	.1390 each
4oz Apple Pouch	.1065 each	.1197 each	.1300 each
6oz Apple Carton	.1550 each	.1764 each	.1887 each
6oz Apple Pouch	.1438 each	.1673 each	.1797 each

Product Code	DESCRIPTION	Size	Current Unit Price	Current Case Price	Requested Unit Price	Requested Case Price
2079	ORANGE JU (CAL FOR) POUCH	4oz	0.13330	12.80	0.13330	12.80
2162	OJ (CALC FORT) CARTON	4oz	0.14430	10.10	0.14430	10.10
2186	ORANGE JU (CAL FOR) POUCH	6oz	0.18380	11.76	0.18380	11.76
2342	FR BLEND (CAL FORT) 100% CARTON	4oz	0.12170	8.52	0.14080	9.86
2359	FR BLEND 100% (CAL FT) CARTON	6oz	0.17300	12.11	0.19170	13.42
2549	TROPICAL 100% FR BLEND POUCH	4oz	0.11200	10.75	0.13180	12.65
2589	TROPICAL 100% FR BLEND POUCH	6oz	0.15110	9.67	0.18270	11.69
2642	GRAPE (CALC FORT) CARTON	4oz	0.15600	10.92	0.15540	10.88
2649	GRAPE (CAL FORT) POUCH	4oz	0.14510	13.93	0.14570	13.99
2689	GRAPE CAL FORT POUCH	6oz	0.20170	12.91	0.19790	12.67
2842	APPLE (CAL FORT) CARTON	4oz	0.11730	8.21	0.13900	9.73
2849	APPLE (CAL FORT) POUCH	4oz	0.10650	10.22	0.13000	12.48
2859	APPLE (CAL FORT) CARTON	6oz	0.15500	10.85	0.18870	13.21
2889	APPLE JUICE CAL FRT POUCH	6oz	0.14380	9.20	0.17970	11.50
2942	PEACH FLAVORED 100% JUICE CARTON	4oz	0.11600	8.12	0.14090	9.86
2949	PEACH FLAVORED 100% JUICE POUCH	4oz	0.10520	10.10	0.13190	12.66
2959	PEACH FLAVORED 100% JUICE CARTON	6oz	0.15360	10.75	0.19200	13.44
2989	PEACH FLAVORED 100% JUICE POUCH	6oz	0.14140	9.05	0.18300	11.71
3042	APPLE CHERRY FLAVR 100% JUICE CARTON	4oz	0.11600	8.12	0.14090	9.86
3049	APPLE CHERRY FLAVR 100% JUICE POUCH	4oz	0.10520	10.10	0.13190	12.66
3059	APPLE CHERRY FLAVR 100% JUICE CARTON	6oz	0.15360	10.75	0.19200	13.44
3089	APPLE CHERRY FLAVR 100% JUICE POUCH	6oz	0.14140	9.05	0.18300	11.71
3142	GREEN APPLE FLAVOR 100% JUICE CARTON	4oz	0.11600	8.12	0.14090	9.86
3149	GREEN APPLE FLAVOR 100% JUICE POUCH	4oz	0.10520	10.10	0.13190	12.66
3159	GREEN APPLE FLAVOR 100% JUICE CARTON	6oz	0.15360	10.75	0.19200	13.44
3189	GREEN APPLE FLAVOR 100% JUICE POUCH	6oz	0.14140	9.05	0.18300	11.71
3242	STRAW KIWI FLAVOR 100% JUICE CARTON	4oz	0.11600	8.12	0.14090	9.86
3249	STRAW KIWI FLAVOR 100% JUICE POUCH	4oz	0.10520	10.10	0.13190	12.66
3259	STRAW KIWI FLAVOR 100% JUICE CARTON	6oz	0.15360	10.75	0.19200	13.44
3289	STRAW KIWI FLAVOR 100% JUICE POUCH	6oz	0.14140	9.05	0.18300	11.71
3342	BLUE RASPBERRY FLV 100% JUICE CARTON	4oz	0.11600	8.12	0.14090	9.86
3349	BLUE RASPBERRY FLV 100% JUICE POUCH	4oz	0.10520	10.10	0.13190	12.66
3359	BLUE RASPBERRY FLV 100% JUICE CARTON	6oz	0.15360	10.75	0.19200	13.44
3389	BLUE RASPBERRY FLV 100% JUICE POUCH	6oz	0.14140	9.05	0.18300	11.71
3542	TROP ISLAND SPLASH 100% JUICE CARTON	4oz	0.11600	8.12	0.14090	9.86
3549	TROP ISLAND SPLASH 100% JUICE POUCH	4oz	0.10520	10.10	0.13190	12.66
3559	TROP ISLAND SPLASH 100% JUICE CARTON	6oz	0.15360	10.75	0.19200	13.44
3589	TROP ISLAND SPLASH 100% JUICE POUCH	6oz	0.14140	9.05	0.18300	11.71

PALM BEACH COUNTY CONTRACT
#10C-69D
JUICE PRICES

REQUESTED PRICING

Backup for AP and IB Tests

6A-1.012 Purchasing Policies.

Each district school board shall establish purchasing rules which shall include but not be limited by the following:

(1) Definitions:

(a) The term "competitive solicitation" shall be defined for the purposes of this rule to include purchasing made through the issuance of an invitation to bid, request for proposals and invitation to negotiate. Competitive solicitations are not required for purchases made through the pool purchase provisions of Section 1006.27, F.S.

(b) "Invitation to bid" shall be defined for the purposes of this rule as a written solicitation for competitive sealed bids. The invitation to bid is used when the district school board is capable of specifically defining the scope of work for which a contractual service is required or when the district school board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is publicly posted.

(c) "Invitation to negotiate" shall be defined for the purposes of this rule as a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the district school board determines that negotiations may be necessary for it to receive the best value. A written solicitation includes a solicitation that is publicly posted.

(d) The term "proposer" shall be defined for the purposes of this rule to include those vendors submitting bids or responses to a competitive solicitation.

(e) "Request for proposals" shall be defined for the purposes of this rule as a written solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for the district school board to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the district school board is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is publicly posted.

(f) The term "superintendent" shall be defined for the purposes of this rule to mean "superintendent or designee".

(2) The superintendent may be authorized to purchase commodities or contractual services where the total amount does not exceed an amount prescribed by the school board, and does not exceed the applicable appropriation in the district budget. The superintendent may also be authorized to purchase commodities or contractual services under Department of Management Services state term contracts. Assistants functioning under the superintendent's direction may be authorized to perform these purchasing tasks. No person, unless authorized to do so under the rules of the district school board, may make any purchase or enter into any contract involving the use of school funds; no expenditures for any such unauthorized purchase or contract shall be approved by the district school board.

(3) Before making any purchase of commodities or contractual services which the superintendent is authorized by the district school board to make or before recommending any purchase to the district school board, the superintendent shall, insofar as possible, propose standards and specifications. He or she shall see that the commodities or contractual services conform to those standards and specifications, and shall take such other steps as are necessary to see that the maximum value is being received for any money expended.

(4) In each school district in which the purchasing agent for any public agency is authorized by law to make purchases for the benefit of other governmental agencies within the county, the district school board shall have the option to purchase under the current contracts as may be established for any of the public agencies as set forth above at or below the unit price stated therein, if such purchase is to the economic advantage of the district school board, subject to conformance of the items of purchase to the standards and specifications prescribed by the superintendent for said district.

(5) As required by Section 1001.42(10)(j), F.S., the district school board shall receive and give consideration to the prices available to it under rules of the Department of Management Services, Division of Purchasing. District school boards may use prices established by the Division of Purchasing through its state purchasing agreement price schedule. If district school board policy provides for purchasing under this program of state purchasing agreements the conditions for use shall be those imposed on state agencies.

(6) In lieu of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards,

community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board.

(7) Except as authorized by law or rule, competitive solicitations shall be requested from three (3) or more sources for any authorized commodities or contractual services exceeding \$50,000. Districts may not divide the procurement of commodities or contractual services so as to avoid this monetary threshold requirement. District school boards, by rule, shall set this amount or a lesser amount and shall establish purchasing policy relative to purchases of a dollar value less than this formal monetary threshold.

(8) The district school board shall have the authority to reject any or all proposals submitted in response to any competitive solicitation and request new proposals or purchase the required commodities or contractual services in any other manner authorized by this section.

(9) In acceptance of responses to invitations to bid, the district school board may accept the proposal of the lowest responsive, responsible proposer. In the alternative, the district school board may also choose to award contracts to the lowest responsive, responsible bidder as the primary awardee of a contract and to the next lowest responsive, responsible bidder(s) as alternate awardees from whom commodities or contractual services would be purchased should the primary awardee become unable to provide all of the commodities or contractual services required by the district school board during the term of the contract. Nothing herein is meant to prevent multiple awards to the lowest responsive and responsible bidders when such multiple awards are clearly stated in the bid solicitation documents.

(10) In acceptance of responses to requests for proposals, district school boards may award contracts to one or more responsive, responsible proposers in accordance with the selection criteria published in the request for proposal. The district school board is not required to request proposals for purchases made from contracts of the Department of Management Services as referenced in subsections (2) and (5) of this rule.

(11) The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for:

(a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and

* (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution; and

(12) Additional exemptions authorized under certain conditions.

(a) The requirements for requesting competitive solicitations and making purchases for commodities and contractual services as set forth in this section are hereby waived as authorized by Section 1010.04(4)(a), F.S., when the following conditions have been met by the district school board:

1. Competitive solicitations have been requested in the manner prescribed by this rule, and
2. The district school board has made a finding that no valid or acceptable firm proposal has been received within the prescribed time.

(b) When such a finding has been officially made, the district school board may enter into negotiations with suppliers of such commodities and contractual services and shall have the authority to execute contracts with such vendors under whatever terms and conditions as the district school board determines to be in its best interests;

(c) If less than two responsive proposals for commodity or contractual services are received, the district school board may negotiate on the best terms and conditions or decide to reject all proposals. The district school board shall document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the school district in lieu of resoliciting proposals;

(d) Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When a district school board believes that commodities or contractual services are available only from a single source, the district school board shall electronically or otherwise publicly post a description of the commodities or contractual services



School District of Indian River County

Frances J. Adams, Ed.D. - Superintendent

Purchasing Department

6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5045 Fax: 772-564-5048

June 10, 2014

On-Site Fuel Service, Inc.
Attn: Mara Robinson
1089 Old Fannin Road, Suite A
Brandon, MS 39047

Re: SDIRC 2013-03 RFP for Mobile Fueling Services

Dear Ms. Robinson:

SDIRC 2013-03 provided for a renewal of this contract on the anniversary date for an additional one year period. This renewal is subject to Board approval. All specifications, terms, conditions and pricing of the first year must remain the same.

Please check the appropriate box below indicating your decision and return this form to: School District of Indian River County, Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 at your earliest convenience. Upon Board acceptance of your renewal we will require a current certificate of insurance referencing SDIRC 2013-03-02.

If you have any questions please do not hesitate to call my office at (772) 564-5050.

Sincerely,

Rick Chuma
Director of Purchasing

Yes, we agree to renew this contract from August 15, 2014 through August 14, 2015

No, we do not agree to renew this contract

On-Site Fuel Service, Inc.

6/30/14
Date

Chairman, School Board of Indian River County, Florida

Date

Board Approved on _____

"Educate and inspire every student to be successful"

Karen Disney-Brombach
District 1

• Dale Simchick
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

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"A City for All Ages"

CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE



A CITY FOR ALL AGES

Letter of Transmittal

Date: June 20, 2013


To: Port Consolidated, Inc.
 PO Box 350430
 Ft. Lauderdale, FL 33335

From: City Clerk's Office
 City of Port St. Lucie
 121 SW Port St. Lucie Blvd.
 Port St. Lucie, FL 34984

RE: Contract #20130038
 Diesel, Gasoline, Heating and Emergency Generator Fuel
 Split award with Glover Oil Company, Inc.

Please find enclosed:

- Fully executed original contract for your file.
- Fully executed copy of the contract for your file.
- Other:

Sincerely,

 Sally Walsh
 Deputy Clerk/Record Analyst

SECTION I DESCRIPTION OF SERVICES TO BE PROVIDED

This Contract is to provide Fuel for the Customers in "Attachment A" as part of the Treasure Coast Fuel Cooperative. The Cooperative seeks to improve quality and efficiency of services delivered, improve Customer services and reduce cost. The Contractor must efficiently provide Fuel to meet the requirements of the Customer.

Contractor must meet the following requirements:

Fuel will be available to all eligible Customers in the Cooperative.

Fuel costs will be determined based on the daily DTN FastRacks rack averages for Orlando Padd 1 Report. Averages are posted in the DTN FastRacks report distributed each morning. Biodiesel costs will use the above plus the diesel fuel FastRack Averages based on the biodiesel blend.

Markups will be established for each type of Fuel. Customer facilities located in each county will use the same Markups. Markup for Fuel shall be based on a price per gallon basis.

Fuel costs shall exclude any taxes and/or fees that the Customer is exempt from paying. All Fuel costs will include the DTN FastRacks rack averages, the Contractor's Markup and all applicable taxes and/or petroleum associated fees allowed.

SECTION II TIME OF PERFORMANCE

The contract start date is July 1, 2013 and ends on June 30, 2015, a two (2) year period, with renewal options as stated in Section XXI.

SECTION III COMPENSATION

Compensation shall be in accordance with the published daily rack average from DTN FastRacks Padd 1 report for Orlando, Florida, plus or minus the firm fixed price increment for the contract period as listed on the attached Bid Reply Sheet from Glover Oil as "Attachment B". Price will be in effect on the published date through the next published date. Prices and the fixed price increment must be shown on invoices.

SECTION IV CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor, pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

Diesel, Gasoline, Heating and Emergency Generator Fuel

**CITY OF PORT SAINT LUCIE
20130038**

This CONTRACT, executed this 20 day of June, 2013, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and PORT CONSOLIDATED, INC., a Florida Profit Corporation, whose Principal Address is 3141 SE 14 Avenue, Fort Lauderdale, FL 33316, Telephone No. (800) 683-5923, Fax No. (954) 527-1191, hereinafter called "Contractor", party of the second part.

RECITALS

All notices or other communications hereunder shall be in writing and shall be deemed duly given if sent by certified mail with return receipt request, email (with proof of confirmation) and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Contractor: Donald R. Carlton, Jr., President
Port Consolidated, Inc.
P.O. Box 350430
Fort Lauderdale, FL 33335
Email: dcarlton@portconsolidated.com

City Contract Administrator: Office of Management & Budget
Att: Helen Quintana
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone: 772-871-5221
Fax: 772-871-7337
Email: hquintana@cityofpsl.com

City Contract Supervisor: Finance Department
Att: Mike Florio, Manager
City of Port St. Lucie
121 S.W. Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone: 772-871-5200
Fax: 772-871-5203
Email: mflorio@cityofpsl.com

Attachment B
Port Consolidated Oil Price

Item No.	Commodity Description	Unit Price
1	405-220-920-9000 Premium Unleaded 92.0 500 Gallon Minimum Delivery	0.3490
2	405-220-920-9200 Premium Unleaded 92.0 Transport Delivery	0.0290
3	405-220-920-9100 Premium Unleaded 92.0 Tankwagon Delivery - No Minimum	0.3990
4	405-220-920-7100 Premium Unleaded 89.0 500 Gallon Minimum Delivery	0.3490
5	405-220-920-7900 Premium Unleaded 89.0 Transport Delivery	0.0290
6	405-220-920-7600 Premium Unleaded 89.0 Tankwagon Delivery - No Minimum	0.3990
7	405-220-920-7000 Premium Unleaded 87.0 500 Gallon Minimum Delivery	0.1990
8	405-220-920-7800 Premium Unleaded 87.0 Transport Delivery	0.0190
9	405-220-920-7500 Premium Unleaded 87.0 Tankwagon Delivery - No Minimum	0.2490
10	405-120-260-1020 Diesel #2, Ultra Low Sulfur No Minimum Delivery	0.2490
11	405-120-260-1030 Diesel #2, Ultra Low Sulfur Transport Delivery	(-) .019
12	405-120-260-1000 Diesel #2, Ultra Low Sulfur 500 Gallon Minimum	0.1990
13	405-120-270-0020 Diesel #2, Ultra Low Sulfur - Red Dye No Minimum Delivery	0.2490
14	405-120-270-0030 Diesel #2, Ultra Low Sulfur - Red Dye Transport Delivery	(-) .019

Approval to Award Bill Bryant & Associates Inc. the Renovations at Adult Education - RFP 2014-29 - Mr. Morrison

An RFP was promulgated for miscellaneous renovations at Adult Ed which included storm water improvements, restripe the parking lot, modify curbing to comply with ADA, add sidewalks and site lighting, install irrigation and landscaping, minor modifications such as a door change out and gutter replacement, soffit light replacement, motion sensors and electric feed to the new marquee sign as per the specifications, terms and conditions of this RFP and as per the engineered drawings provided by MBV Engineering. Award was not made on the basis of price alone, but to the proposer whose submission contained the most advantageous combination of price, qualifications, experience, and references. The cost of this project is \$75,410 which includes the base bid plus an alternate for an interior office door. In addition, a 10% contingency will be reserved in the amount of \$7,541 and will only be used if directed by the District. Award is recommended to Bill Bryant and Associates, Inc. as the best responsive and responsible bidder meeting specifications, terms, and conditions. Funding for this project is Adult Education's general fund.

Notification was sent to twenty-seven (27) vendors and was posted on the Purchasing Department's website. A legal notice was published in the Indian River Press Journal on June 5, 2014. Three contractors attended the prebid meeting held on June 12, 2014. Proposals were opened at 2:00 p.m. on July 1, 2014. We received two (2) responses as follows:

Legend: Primary Award _____

Vendor	Total Points Awarded of a Possible 300
Bill Bryant and Associates, Inc.	<u>283</u>
Michael Schlitt Services, LLC	254

Award is recommended to Bill Bryant and Associates, Inc. as the best responsive and responsible bidder meeting specifications, terms, and conditions.

Failure to file a protest with 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 or proceedings under Chapter 120, Florida Statutes.



**School District of
Indian River County**

Vision: Educate and inspire every student to be successful
Mission: To serve all students with excellence

SDIRC 2014-25 RFP for ATHLETIC FIELD MANAGEMENT

TOTAL POINTS - EVALUATION

	<i>Price</i>	<i>Qualifications and Experience</i>	<i>References</i>	<i>John Earman</i>	<i>Michael Stutzke</i>	<i>Lenny Jankowski</i>	<i>Pete Copeman</i>	<i>Scott Sanders</i>	<i>TOTAL</i>	<i>RANKING</i>
Bidder	50	25	25							
IGM (INTERNATIONAL GOLF MANAGEMENT)				90	95	80	98	95	458	2
EXPRESS REEL GRINDING INC.				100	85	90	97	100	472	1

Approval to Award RFP 2014-25 to Express Reel Inc. for Athletic Field Management - Mr. Morrison

An RFP was promulgated for athletic field management at Oslo Middle, Sebastian River High, Storm Grove Middle and Vero Beach High. The awarded vendor shall provide all labor necessary to maintain each field which includes management of all Bermuda grass fields, watering, fertilizing, mowing, pest control, aeration, top dressing, and sod repair as required to keep the District's fields in excellent playing condition. The net financial impact to the District is \$101,540.25 for the 2014-2015 fiscal year. Award was not made on the basis of price alone but to the proposer whose submission contained the most advantageous combination of fees, qualifications, and experience.

Proposals were opened at 2:00 p.m. on June 6, 2014. Proposals were sent to three (3) vendors and also posted on the District website. We received two (2) responses as follows:

Legend: Primary Award _____

Vendor	Total Awarded Points
Express Reel Grinding, Inc.	<u>472</u>
International Golf Maintenance, Inc.	458

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.

Award is recommended to Express Reel Grinding, Inc. as the lowest and best proposal meeting specifications, terms and conditions.

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School District of Indian River County
 Listing of vendors paid in excess of \$50,000 in fiscal year 2013/14 for which Purchase Order Authority is requested for 2014/15

Vendor Number	Vendor Name	2014/15		
		2013/14 Total Amount	Purchase Order Authority requested	Category
V099196	REGIONS BANK V099196 6532348.49	\$ 6,532,348.49	\$ 6,532,400.00	Credit card payments
V023780	FLORIDA POWER & LIGHT COMPANY	\$ 2,696,140.84	\$ 2,696,200.00	Utilities
V057921	SCERMP PC V057921 2401089	\$ 2,401,089.00	\$ 2,401,100.00	Insurance Services
V013080	CITY OF VERO BEACH UTILITIES	\$ 2,341,770.44	\$ 2,341,800.00	Utilities
V090538	US FOODS INC V090538 2195120.14	\$ 2,195,120.14	\$ 2,195,200.00	Food Services
V099393	DELTA DENTAL INSURANCE CO V099393	\$ 1,380,341.08	\$ 1,380,400.00	Employee Benefits
V080064	TRANE V080064 1280673.42	\$ 1,280,673.42	\$ 1,280,700.00	HVAC
V024025	FLORIDA TRANSPORTATION SYSTEMS V024025 1244412.66	\$ 1,244,412.66	\$ 1,244,500.00	School Buses
V087304	BLUE CROSS BLUE SHIELD V087304	\$ 1,191,657.62	\$ 1,191,700.00	Employee Benefits
V023900	FLORIDA SCHOOL BOOK DEPOSITORY V023900	\$ 1,062,345.27	\$ 1,062,400.00	Instructional Materials and supplies
V101301	NATIONAL EMPLOYEE BENEFIT V101301 938005.46	\$ 938,005.46	\$ 938,100.00	Employee Benefits
V085007	CDW GOVERNMENT LLC V085007 876206.84	\$ 876,206.84	\$ 876,300.00	Technology Equipment and software
V089703	MOBILE MODULAR MANAGEMENT CORP V089703	\$ 724,409.76	\$ 1,450,000.00	Portable Leasing
V089275	STANDARD INSURANCE COMPANY V089275 556575.65	\$ 556,575.65	\$ 556,600.00	Employee Benefits
V089433	SYMETRA FINANCIAL V089433 458201.6	\$ 458,201.60	\$ 458,300.00	Employee Benefits
V087664	UNITED DATA TECHNOLOGIES INC V087664	\$ 426,636.83	\$ 1,000,000.00	Technology Equipment and software
V089146	BROWN GARGANESE WEISS AND V089146	\$ 406,927.65	\$ 407,000.00	Legal Services
V070618	INDIAN RIVER COUNTY SHERIFFS V070618	\$ 391,493.50	\$ 391,500.00	School Resource Officers
V087279	EMPLOYERS MUTUAL INC V087279 367057.66	\$ 367,057.66	\$ 367,100.00	Insurance Services
V090306	PRESIDIO NETWORKED SOLUTIONS V090306 349253.81	\$ 349,253.81	\$ 349,300.00	Technology Equipment and software
V083331	XEROX CORPORATION V083331 333265.57	\$ 333,265.57	\$ 333,300.00	Copier Leasing
V100061	K & M ELECTRIC SUPPLY	\$ 322,608.42	\$ 322,700.00	Electrical Supplies
V032740	INDIAN RIVER COUNTY UTILITIES V032740	\$ 275,117.05	\$ 275,200.00	Utilities
V099209	INDIAN RIVER STATE COLLEGE V099209	\$ 265,711.00	\$ 265,800.00	Dual Enrollment
V100088	UNUM LIFE INSURANCE COMPANY OF	\$ 262,566.36	\$ 262,600.00	Employee Benefits
V088674	SIMPLEX GRINNELL LP V088674 241641.6	\$ 241,641.60	\$ 241,700.00	Fire Alarm monitoring services
V086012	SOFTWARE HOUSE INTERNATIONAL V086012 187008.84	\$ 187,008.84	\$ 187,100.00	Technology Equipment and software
V101344	A+ INTERACTIVE TECHNOLOGIES V101344 184386.09	\$ 184,386.09	\$ 184,400.00	Technology Equipment and software
V101171	MHNET SPECIALTY SERVICES LLC V101171	\$ 183,486.32	\$ 183,500.00	Insurance Services
V088974	EE&G ENVIRONMENTAL SERVICES V088974 182080.68	\$ 182,080.68	\$ 182,100.00	Environmental Testing Services
V034511	JANITORIAL DEPOT OF AMERICA INC	\$ 179,205.52	\$ 179,300.00	Custodial Supplies
V100904	EDUCATIONAL DATA RESOURCES LLC V100904	\$ 167,416.00	\$ 167,500.00	Technology Equipment and software
V080054	CONSECO HEALTH INS CO V080054	\$ 164,716.82	\$ 164,800.00	Employee Benefits
V082721	OFFICE DEPOT V082721 159443.9	\$ 159,443.90	\$ 250,000.00	Instructional Materials and supplies
V101439	EFCO CORPORATION V101439 147339	\$ 147,339.00	\$ 147,400.00	Windows for New Projects
V090297	CARASOFT TECHNOLOGY CORP V090297 146877.95	\$ 146,877.95	\$ 146,900.00	Technology Equipment and software
V101215	WINDSTREAM V101215 145342.62	\$ 145,342.62	\$ 145,400.00	Technology Equipment and software
V100096	ANGELTRAX BUS VIDEO V100096 139656.22	\$ 139,656.22	\$ 139,700.00	Cameras for School Buses
V080053	AFLAC V080053 136172.26	\$ 136,172.26	\$ 136,200.00	Employee Benefits
V062700	S.P.S. V062700 135766.41	\$ 135,766.41	\$ 135,800.00	ODP Doors/Hardware for New Projects
V099589	FERRELLGAS V099589 127372.77	\$ 127,372.77	\$ 127,400.00	Utilities
V101121	K12 FLORIDA LLC V101121 121243.24	\$ 121,243.24	\$ 121,300.00	Instructional Materials and supplies
V089969	FIRST FINANCIAL ADMINISTRATORS V089969 115127.78	\$ 115,127.78	\$ 115,200.00	Employee Benefits
V100935	VALIDATED CUSTOM SOLUTIONS V100935 114428.56	\$ 114,428.56	\$ 114,500.00	Employee Benefits
V086832	MCGRAW HILL COMPANIES V086832 110464.41	\$ 110,464.41	\$ 110,500.00	Instructional Materials and supplies
V089873	STAPLES INC V089873 110247.32	\$ 110,247.32	\$ 110,300.00	Instructional Materials and supplies
V099521	SCHOOL IMPROVEMENT NETWORK INC V099521	\$ 108,000.00	\$ 108,000.00	Instructional Materials and supplies
V100266	ROTH SOUTHEAST LLC V100266 105273.62	\$ 105,273.62	\$ 105,300.00	Electrical Supplies
V100131	SGM ENGINEERING INC V100131 104707.38	\$ 104,707.38	\$ 104,800.00	Engineering Services
V099396	DAVIS VISION INC V099396 103581.18	\$ 103,581.18	\$ 103,600.00	Employee Benefits
V099049	PEARSON ASSESSMENT INFORMATION V099049 103233.31	\$ 103,233.31	\$ 103,300.00	Instructional Materials and supplies
V087779	COMPLETE ELECTRIC INC V087779 103028.6	\$ 103,028.60	\$ 103,100.00	Electrical Repairs
V101504	FAMOSO INC V101504 102513.66	\$ 102,513.66	\$ 180,000.00	Substitute Custodians
V017800	FLORIDA DEPT OF MANAGEMENT SRV	\$ 97,778.45	\$ 97,800.00	Utilities
V089157	DESCON ASSOCIATES INC V089157 97702.97	\$ 97,702.97	\$ 97,800.00	Building Materials
V087149	PRAXAIR DIST SE LLC V087149	\$ 96,209.19	\$ 96,300.00	Welding Materials
V101558	NEXT DOOR DISTRIBUTION COMPANY V101558	\$ 93,102.83	\$ 93,200.00	Frames and Doors
V087058	KAWNEER COMPANY INC V087058 91248	\$ 91,248.00	\$ 91,300.00	District wide locks
V099064	VERO BEACH WINNELSON CO INC	\$ 88,638.61	\$ 88,700.00	Plumbing Supplies
V082420	WILSON LANGUAGE TRAINING V082420 84235.83	\$ 84,235.83	\$ 84,300.00	Instructional Materials and supplies
V099013	WEINER ROBIN R V099013 81327.88	\$ 81,327.88	\$ 81,400.00	Court Ordered Payroll Deduction Srv.
V088302	PERFORMANCE MATTERS LLC V088302 78450	\$ 78,450.00	\$ 78,500.00	Instructional Materials and supplies
V086242	RENAISSANCE LEARNING INC V086242 75411.83	\$ 75,411.83	\$ 75,500.00	Instructional Materials and supplies
V100052	FERGUSON ENTERPRISES INC V100052 75083.16	\$ 75,083.16	\$ 75,100.00	Plumbing Supplies
V101534	ENGLERT INC V101534 75005.75	\$ 75,005.75	\$ 75,100.00	Roofing Material
V101638	DURA-FLEX INC V101638 72759.45	\$ 72,759.45	\$ 72,800.00	Flooring
V100309	B & H STEEL COMPANY	\$ 70,407.61	\$ 70,500.00	Construction Materials
V099669	C STEWART AND ASSOCIATES INC	\$ 67,489.08	\$ 67,500.00	A/C Supplies
V061080	SOUTHERN JANITOR SUPPLY INC V061080	\$ 65,093.28	\$ 65,100.00	Custodial Supplies
V101363	NUCOR VULCRAFT FLORENCE V101363 65000	\$ 65,000.00	\$ 65,000.00	Roofing Material
V101386	DSM TECHNOLOGY CONSULTANTS LLC V101386	\$ 65,000.00	\$ 65,000.00	Consulting
V089816	DEREK EMBODY & COMPANY V089816	\$ 63,620.00	\$ 63,700.00	HVAC Controls
V100450	LSI CORPORATION OF AMERICA INC	\$ 63,611.00	\$ 63,700.00	Casework
V101352	LIGHTSPEED SYSTEMS INC V101352 61400	\$ 61,400.00	\$ 61,400.00	Software
V085911	WACO MIAMI V085911 61076.64	\$ 61,076.64	\$ 61,100.00	HVAC Filters
V100588	FOLLETT LIBRARY RESOURCES V100588 60706.51	\$ 60,706.51	\$ 60,800.00	Instructional Materials and supplies
V083703	MBV ENGINEERING INC V083703 60703.41	\$ 60,703.41	\$ 60,800.00	Engineering Services
V011240	CAROLINA BIOLOGICAL SUPPLY V011240 60543.74	\$ 60,543.74	\$ 60,600.00	Scientific Supplies

School District of Indian River County
 Listing of vendors paid in excess of \$50,000 in fiscal year 2013/14 for which Purchase Order Authority is requested for 2014/15

Vendor Number	Vendor Name	2014/15		
		2013/14 Total Amount	Purchase Order Authority requested	Category
V101326	HYDRA SERVICE(S) INC V101326 58617	\$ 58,617.00	\$ 58,700.00	Pumps
V086328	UNISOURCE WORLDWIDE INC V086328 58489.2	\$ 58,489.20	\$ 58,500.00	Paper Supplies
V090009	TRANE PARTS V090009 57482.69	\$ 57,482.69	\$ 57,500.00	HVAC Parts
V099734	DIVERSIFIED FLUID CONTROLS INC V099734	\$ 56,477.06	\$ 56,500.00	HVAC Parts
V101364	WILD TURKEY ESTATES OF VERO	\$ 56,321.85	\$ 56,400.00	Rock Base for Construction
V087198	AMERIGAS V087198 55042.44	\$ 55,042.44	\$ 55,100.00	LP Gas
V088446	PLAYMORE RECREATIONAL PRODUCTS V088446 54452	\$ 54,452.00	\$ 54,500.00	Playground Equipment
V021870	ENVIRONMENTAL LEARNING V021870 54135	\$ 54,135.00	\$ 54,200.00	Educational Field Trips
V049525	PARAGON ELECTRIC OF VERO INC	\$ 53,678.28	\$ 53,700.00	Electrical Contractor
V082823	LOWES HOME CENTERS INC V082823	\$ 52,022.96	\$ 52,100.00	Miscellaneous Supplies
V004800	BAKER DISTRIBUTING COMPANY LLC V004800	\$ 50,706.18	\$ 50,800.00	HVAC Supplies
V088153	TRIDENT SURFACING INC V088153 50055.5	\$ 50,055.50	\$ 50,100.00	Gym Flooring Refinishing

INTERNAL USE ONLY

*****THIS IS NOT A VALID PURCHASE ORDER*****

PO# 01306212

MID-STATE MECHANICAL OF
VERO BEACH INC.
3825 71ST STREET

VERO BEACH FL 32967

06/14/2013

V044547

REPRINT

A 3710.	.17	.371	.7400.6801.419	.	400,000.00
B 3730.	.17	.373	.7400.6801.419	.	152,150.00
C 3700.	.17	.370	.7400.6801.419	.	54,850.00

A	40000	BASE BID FOR THERMAL ENERGY STORAGE AT SEBASTIAN RIVER MIDDLE SCHOOL	EA	10.0000	400000.00
		** QUOTE# 52-13			
B	15215	ADDITIONAL FUNDS	EA	10.0000	152150.00
	54850	ADDITIONAL FUNDS	EA	1.0000	54850.00

PAGE 1

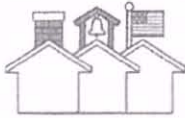
(2012-2013)

\$****607,000.00

ORDERED FOR: J.EARMAN - SRMS
Maintenance
6055 62nd AVENUE
MAINTENANCE DEPARTMENT

VERO BEACH FL 32967

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School District of Indian River County
Quote 15-04 Tile at Various Locations
 As per specifications, terms and conditions of 2012-01.
 Contract period 10.26.13 – 10.25.14

Date: July 1, 2014 Requesting Department/Representative: Physical Plant

Pre-bid Meetings: July 3, 2014 -

- 1:00 p.m. Rosewood Magnet, 3850 16th Street, Vero Beach, FL 32960
- 1:45 p.m. Dodgertown Elementary, 4350 43rd Avenue Vero Beach, FL 32967
- 2:30 p.m. Pelican Island, 1355 Schumann Drive Sebastian, FL 32958
- 3:15 p.m. Sebastian Elementary, 400 Sebastian Blvd. Sebastian, FL 32958

Meet in the main office at each location to sign in. If you are late or fail to attend one of these meetings, you will forfeit the opportunity to bid on that specific project.

All responses to this solicitation must be returned to the Purchasing Department only. Sending a response or pricing information to any other department other than the Purchasing Department may result in the rejection of your bid. **Quotes shall be firm. Change orders will not be issued. Each site will be awarded individually.**

Quotes shall be returned no later than 2:00 p.m. on July 11, 2014. Quotes may be faxed or emailed. If returning by email; please email to both addresses listed below.

Purchasing Department
 6055 62nd Avenue
 Vero Beach, FL 32967
 Tele 772-564-5050 Fax 772-564-5048
sheryl.cobb@indianriverschools.org and rick.chuma@indianriverschools.org

Location	GRAND TOTAL labor and materials
Rosewood Magnet – 300 wing - 8 classrooms	\$49,919 ⁰⁰
Rosewood Magnet – 400 wing – 6 classrooms	\$25,868 ⁰⁰
Rosewood Magnet – Media Center	\$40,505 ⁰⁰
Rosewood Magnet – Cafeteria and two offices 3807 3806	\$34,237 ⁰⁰
Dodgertown - Media Center	\$43,598 ⁰⁰
Dodgertown - Admin	\$25,959 ⁰⁰
Pelican Island – 800 wing	\$62,329 ⁰⁰

Sebastian Elementary - Media Center and Computer Room (#514) (VCT room by restroom not included)	\$26,000 ⁰⁰
Sebastian Elementary - Admin Room 512 and 510	\$7,555 ⁰⁰

ANTHONY'S FLOORING DESIGN'S, INC.
 Company Name

Anthony F. De Rosa
 Bidder's Signature

7/10/14
 Date

ANTHONY F. DE ROSA
 Bidder's Printed Name

**Memorandum of Understanding
Between
The School District of Indian River County
and
The Indian River County Education Association**

Re: Work Hours and Salary Amounts for Instructional Personnel at Fellsmere Elementary School for 2014-2015

An agreement has been reached between the Indian River County Education Association (IRCEA) and the School District of Indian River County (SDIRC) regarding work hours and salary amounts paid to instructional employees at Fellsmere Elementary School for the 2014-2015 school year. For the 2014-2015 school year only, the specific provisions as outlined in this MOU will supersede any existing relevant provisions of the Instructional Contract for instructional employees at Fellsmere Elementary School that directly relate to employee hours worked per student day and salary amounts paid under the instructional employee salary schedule.

Instructional personnel at Fellsmere Elementary School will work eight and one-half (8.5) hour each student day to provide an additional hour of required reading instruction. The only exceptions will be instructional personnel who are not eligible to teach the additional hour of instruction according to F.S. 1011.62(1)(f)(2) and/or those affected by conflicts in the master schedule. Employees who are not eligible under statute to teach the additional hour of instruction shall have a seven and one-half (7.5) hour workday and be paid accordingly, unless specifically designated to work an extra hour to provide class coverage under the school's master schedule. The additional 60 minutes worked per day will be paid at the employee's hourly rate of pay. Days in which students are not in attendance, *i.e.* teacher pre-planning days, teacher workdays, and teacher post planning days, shall be seven and one-half (7.5) hour workdays and be paid accordingly.

Any additional changes regarding implementation of this Memorandum of Agreement affecting terms and conditions of employment shall be negotiated.

TA. W. J. F.
For the Board

[Signature] TA
For the Association

7/15/14
Date

7-21-14
Date

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FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING		PRD-11	MAY	2014	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	
B		TRANSFERS	15,721,777.04	0.00	0.00	12,343,376.04	3,378,401.00
B	001	Safety to Health	2,376,866.81	0.00	374,287.29	599,760.91	1,402,818.61
B	002	ADA COMPLIANCE	38,587.21	0.00	0.00	24,121.60	14,465.61
B	003	ENVIRONMENTAL COMPLIANCE	27,115.61	0.00	6,963.46	20,152.15	0.00
B	004	AIR CONDITIONING	777,216.11	0.00	71,510.35	299,291.46	406,414.30
B	005	ROOFING	86,821.90	0.00	7,957.31	74,983.00	3,881.59
B	007	WALKWAYS AND SIDEWALKS	50,521.00	0.00	0.00	48,293.00	2,228.00
B	008	ELECTRICAL	197,803.74	0.00	68,697.74	71,982.90	57,123.10
B	009	SITE IMPROVEMENTS	414,295.88	0.00	34,105.02	292,248.15	87,942.71
B	010	BUILDING RENOVATIONS	207,012.27	0.00	4,272.01	187,119.15	15,621.11
B	012	TECHNOLOGY	556,755.58	0.00	5,379.05	128,814.37	422,562.16
B	013	MOTOR VEHICLES	1,738,726.25	0.00	16,835.86	1,677,779.97	44,110.42
B	015	PORTABLE RENOVATION	0.00	0.00	0.00	0.00	0.00
B	016	PLUMBING & WATER PROJECTS	17,734.53	0.00	2,826.02	12,293.18	2,615.33
B	018	PAVING	16,870.28	0.00	0.00	15,100.00	1,770.28
B	020	CONDITION ASSESSMENT OF SCHLS	0.00	0.00	0.00	0.00	0.00
B	021	TECHNOLOGY TRANS.VIDEO/COMMUN.	84,472.73	0.00	25,000.00	0.00	59,472.73
B	023	PAINTING SERVICES	33,444.21	0.00	0.00	26,903.78	6,540.43
B	024	MISC EQUIPMENT	127,781.80	0.00	53,798.36	38,749.92	35,233.52
B	029	SEBASTIAN RIVER HIGH ADDITION	53,228.30	0.00	9,756.85	33,471.45	10,000.00
B	032	DRAINAGE	177,969.55	0.00	0.00	177,969.55	0.00
B	033	WINDOWS & DOORS	125,046.39	0.00	10,981.18	104,511.77	9,553.44
B	034	CUSTODIAL/GROUNDS EQUIPMENT	6,772.47	0.00	0.00	6,192.00	580.47
B	036	CONSULTING / LEGAL FEES	56,844.76	0.00	3,000.00	35,163.61	18,681.15
B	037	GLENDALE HARDCOURT	69,048.73	0.00	29,047.50	37,554.69	2,446.54
B	044	GYM/BAND/PE	44,596.25	0.00	17,927.00	20,969.75	5,699.50
B	048	PORTABLE LEASING & FF&E	2,041,261.39	0.00	215,566.91	745,836.84	1,079,857.64
B	050	DODGERTOWN CAFETERIA RENOVATIO	0.00	0.00	0.00	0.00	0.00
B	052	LAND PURCHASES	0.00	0.00	0.00	0.00	0.00
B	054	VBHS REMODELING & RENOVATIONS	0.00	0.00	0.00	0.00	0.00
B	060	SRMS Locker Room Renovation	963,570.18	0.00	0.00	963,570.18	0.00
B	067	Storm Grove Middle School	9,871.36	0.00	0.00	9,871.36	0.00
B	068	Beachland -- Expansion	1,140,060.03	0.00	0.00	837,153.03	302,907.00
B	069	Upgrade TV Production Studio	1,872.93	0.00	0.00	0.00	1,872.93
B	072	PLAYGROUNDS	599,175.00	0.00	0.00	0.00	599,175.00
B	100	OTHER DISTRICTWIDE PROJECTS	0.00	0.00	0.00	0.00	0.00
B	401	District Office Lease	48,750.00	0.00	0.00	48,750.00	0.00
B	402	Administration Facility	7,300,196.59	0.00	497,203.83	270,640.09	6,532,352.67
B	403	Support Services Complex	18,411.64	0.00	0.00	18,411.64	0.00
B	404	Fellsmere Cafe Expan & Class A	8,074,747.74	0.00	1,890,568.75	6,081,082.96	103,096.03
B	405	Traffic Improvement Projects	10,500.00	0.00	0.00	10,500.00	0.00
B	406	TCE Additional Classrooms	5,912,135.12	0.00	1,118,914.38	4,703,723.16	89,497.58
B	407	Vero Beach El Replacement	797,401.07	0.00	30,415.08	767,015.31	29.32-
B	408	Energy Management Projects	0.00	0.00	0.00	0.00	0.00
B	409	Charter Capital Outlay 1011.71	0.00	0.00	0.00	0.00	0.00
B	411	Renovate Thompson for Osceola	143,856.74	0.00	105,527.41	121,382.23	83,052.90-
B	412	Rehabilitate Oslo Middle Schl	1,021,235.88	0.00	181,737.62	322,819.98	516,678.28
B	413	Vero Beach HS/FLC/PAC HVAC	112,193.00	0.00	0.00	112,193.00	0.00
B	414	Performing Arts Allocation	0.00	0.00	0.00	0.00	0.00
B	415	Gifford Middle School Chillers	68,044.00	0.00	0.00	50,130.50	17,913.50
B	416	Gifford M.Kalwell Revitalizatn	136,520.79	0.00	7,600.00	0.00	128,920.79

FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING		PRD-11	MAY	2014	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	
B	417	SRHS Lights EMS	1,872.00	0.00	0.00	0.00	1,872.00
B	418	Citrus Mechanical Rehab.	57,771.60	0.00	10,348.20	40,865.00	6,558.40
B	419	SMS TES	688,212.95	0.00	71,971.20	610,494.75	5,747.00
B	420	Highlands Mechanical Rehab.	86,047.00	0.00	13,133.00	42,931.02	29,982.98
B	421	Floor replacement to tile DW	0.00	0.00	0.00	0.00	0.00
B	422	Rosewood PPU Road Improvements	250,000.00	0.00	0.00	0.00	250,000.00
B	423	VBHS Firedoors	2,733.00	0.00	0.00	2,733.00	0.00
B	424	SRMS Internal Remodel	0.00	0.00	0.00	0.00	0.00
B	425	VBHS Citrus Bowl Field Rehab	25,580.57	0.00	1,952.01	23,628.56	0.00
B	426	VBHS FLC Soccer/Lacorsse Flds	42,427.00	0.00	4,538.65	37,888.35	0.00
B	427	TCE Firewall	0.00	0.00	0.00	0.00	0.00
B	428	Data Air for IT Room	5,269.60	0.00	0.00	5,269.60	0.00
B	429	Citrus Additional Classrooms	4,415,947.17	0.00	1,486,284.82	92,094.55	2,837,567.80
B	430	Restricted for 2007 COP Funds	0.00	0.00	0.00	0.00	0.00
B	431	Districtwide Chiller Replacemt	856,843.40	0.00	200.00	900.00	855,743.40
		*	57,839,817.15	0.00	6,378,306.86	32,196,687.51	19,264,822.78

BUDGET STATUS SUMMARY
BUDGET AND EXPENDITURE REPORT-CAPITAL PROJECTS

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
REQUEST 091 TOTAL	57,839,817.15	.00	6,378,306.86	32,196,687.51	19,264,822.78

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE 5000										
APPROPRIATION		88945893.64	52245613.65	12224773.22	16021344.46	6005.28	5424700.20	1181217.55	1842239.28	.00
EXPENDITURE		68619677.00	40049653.41	9862215.06	13866928.63	2531.35	2665831.30	630680.70	1541836.55	.00
ENCUMBRANCE		642287.09	.00	.00	219144.80	.00	334795.35	71907.29	16439.65	.00
BALANCE		19683929.55	12195960.24	2362558.16	1935271.03	3473.93	2424073.55	478629.56	283963.08	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		3392918.23	2641017.71	660026.94	23897.27	5200.00	30207.39	1221.56	31347.36	.00
EXPENDITURE		2862055.77	2238987.89	555319.08	11643.61	4193.17	19396.20	1221.56	31294.26	.00
ENCUMBRANCE		11340.48	.00	.00	6890.21	.00	4450.27	.00	.00	.00
BALANCE		519521.98	402029.82	104707.86	5363.45	1006.83	6360.92	.00	53.10	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		2155323.37	1398364.10	374775.01	8319.50	.00	17105.96	341529.83	15228.97	.00
EXPENDITURE		1518939.49	1119114.40	294788.78	2909.82	.00	10821.61	76870.28	14434.60	.00
ENCUMBRANCE		41378.72	.00	.00	3030.31	.00	4981.57	33366.84	.00	.00
BALANCE		595005.16	279249.70	79986.23	2379.37	.00	1302.78	231292.71	794.37	.00
INST & CURR DEV 6300										
APPROPRIATION		3099146.49	2466777.10	559950.64	24654.57	.00	31830.30	3535.88	12398.00	.00
EXPENDITURE		2635599.00	2081189.60	500411.28	13474.69	.00	24935.61	3489.82	12098.00	.00
ENCUMBRANCE		7925.41	.00	.00	1832.09	.00	6093.32	.00	.00	.00
BALANCE		455622.08	385587.50	59539.36	9347.79	.00	801.37	46.06	300.00	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1191987.92	724321.80	176081.08	175872.25	.00	26119.53	24020.00	65573.26	.00
EXPENDITURE		961972.33	648532.36	159079.42	80361.00	.00	5043.51	16907.04	52049.00	.00
ENCUMBRANCE		32554.36	.00	.00	18442.96	.00	14111.40	.00	.00	.00
BALANCE		197461.23	75789.44	17001.66	77068.29	.00	6964.62	7112.96	13524.26	.00
INSTR RELATED TECH 6500										
APPROPRIATION		2338499.56	540994.98	138612.47	668774.03	.00	26473.77	963644.31	.00	.00
EXPENDITURE		1026352.09	496170.80	126170.33	360055.50	.00	4912.19	39043.27	.00	.00
ENCUMBRANCE		597675.85	.00	.00	287915.12	.00	399.73	309361.00	.00	.00
BALANCE		714471.62	44824.18	12442.14	20803.41	.00	21161.85	615240.04	.00	.00
BOARD OF EDUCATION 7100										
APPROPRIATION		867464.09	206552.68	161414.40	461889.51	.00	2079.00	589.00	34939.50	.00
EXPENDITURE		722570.43	189281.58	97841.64	415348.51	.00	1073.49	434.21	18591.00	.00
ENCUMBRANCE		42963.75	.00	.00	42963.75	.00	.00	.00	.00	.00
BALANCE		101929.91	17271.10	63572.76	3577.25	.00	1005.51	154.79	16348.50	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS

GEN ADMINISTRATION	7200									
APPROPRIATION		517023.06	273034.81	78795.41	18525.36	.00	6962.57	100.00	139604.91	.00
EXPENDITURE		355422.98	250478.55	69296.74	11431.71	.00	5141.35	15.98	19058.65	.00
ENCUMBRANCE		2275.98	.00	.00	1680.31	.00	595.67	.00	.00	.00

BALANCE		159324.10	22556.26	9498.67	5413.34	.00	1225.55	84.02	120546.26	.00

SCH ADMINISTRATION	7300									
APPROPRIATION		7856404.00	5996642.00	1475220.92	111856.62	1000.00	68018.43	176146.51	27519.52	.00
EXPENDITURE		6766044.35	5308608.25	1288101.30	63322.02	499.04	49259.29	29981.10	26273.35	.00
ENCUMBRANCE		116296.38	.00	.00	19910.96	.00	5221.01	90605.15	559.26	.00

BALANCE		974063.27	688033.75	187119.62	28623.64	500.96	13538.13	55560.26	686.91	.00

FAC ACQ & CONST	7400									
APPROPRIATION		1769226.40	493590.44	97766.80	17114.76	6680.63	2624.10	1151320.57	129.10	.00
EXPENDITURE		1138808.89	461098.67	90247.40	14583.79	5954.20	2019.09	564776.64	129.10	.00
ENCUMBRANCE		126885.97	.00	.00	840.47	.00	163.01	125882.49	.00	.00

BALANCE		503531.54	32491.77	7519.40	1690.50	726.43	442.00	460661.44	.00	.00

FISCAL SERVICES	7500									
APPROPRIATION		1180030.14	800456.67	216602.40	138113.57	.00	4342.50	.00	20515.00	.00
EXPENDITURE		1091783.04	758830.21	196475.14	112242.13	.00	4070.46	.00	20165.10	.00
ENCUMBRANCE		3125.57	.00	.00	3125.57	.00	.00	.00	.00	.00

BALANCE		85121.53	41626.46	20127.26	22745.87	.00	272.04	.00	349.90	.00

FOOD SERVICE	7600									
APPROPRIATION		14763.48	13705.85	1057.63	.00	.00	.00	.00	.00	.00
EXPENDITURE		14763.48	13705.85	1057.63	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

CENTRAL SERVICES	7700									
APPROPRIATION		2367843.16	1329701.13	347607.76	541713.01	9309.86	45139.25	17083.86	77288.29	.00
EXPENDITURE		2022553.29	1304393.12	335171.80	303869.30	9153.45	41673.89	9436.84	18854.89	.00
ENCUMBRANCE		70286.97	.00	.00	61349.64	.00	7732.48	1204.85	.00	.00

BALANCE		275002.90	25308.01	12435.96	176494.07	156.41	4267.12	6442.17	58433.40	.00

TRANSPORTATION SER	7800									
APPROPRIATION		5535756.56	3011637.20	852672.61	449086.16	844401.95	176257.76	23304.11	178396.77	.00
EXPENDITURE		4355349.22	2281926.42	700880.16	292503.01	743068.34	164008.69	22041.11	150921.49	.00
ENCUMBRANCE		47646.66	.00	.00	15108.98	24115.70	7777.34	226.00	418.64	.00

BALANCE		1132760.68	729710.78	151792.45	141474.17	77217.91	4471.73	1037.00	27056.64	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
OPERATION SERVICES 7900										
APPROPRIATION		12578908.26	3274387.78	941178.30	3192224.47	4710414.69	411012.94	14262.29	35427.79	.00
EXPENDITURE		11145673.21	2943965.52	838836.44	2702825.26	4303385.17	323975.46	7627.98	25057.38	.00
ENCUMBRANCE		123347.25	.00	.00	64576.36	1570.34	52301.93	4898.62	.00	.00
BALANCE		1309887.80	330422.26	102341.86	424822.85	405459.18	34735.55	1735.69	10370.41	.00
MAINTENANCE SERVICE 8100										
APPROPRIATION		2978911.27	1762185.00	446809.74	446403.11	85900.39	204409.00	32900.78	303.25	.00
EXPENDITURE		2670698.96	1674124.02	422888.01	293172.16	85462.84	163038.05	31581.53	432.35	.00
ENCUMBRANCE		106783.40	.00	.00	68932.84	408.26	36298.59	1143.71	.00	.00
BALANCE		201428.91	88060.98	23921.73	84298.11	29.29	5072.36	175.54	129.10	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		4074998.97	1408076.67	320311.82	946974.72	4293.21	14938.19	1380314.36	90.00	.00
EXPENDITURE		3109141.49	1405402.56	313807.15	762663.98	3764.64	7188.47	616224.69	90.00	.00
ENCUMBRANCE		156904.01	.00	.00	90883.92	.00	7739.72	58280.37	.00	.00
BALANCE		808953.47	2674.11	6504.67	93426.82	528.57	10.00	705809.30	.00	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		200.00	.00	.00	200.00	.00	.00	.00	.00	.00
EXPENDITURE		172.50	.00	.00	172.50	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		27.50	.00	.00	27.50	.00	.00	.00	.00	.00
*SUB TOTAL										
APPROPRIATION		140865298.60	78587059.57	19073657.15	23246963.37	5673206.01	6492220.89	5311190.61	2481001.00	.00
EXPENDITURE		111017577.52	63225463.21	15852587.36	19307507.62	5158012.20	3492388.66	2050332.75	1931285.72	.00
ENCUMBRANCE		2129677.85	.00	.00	906628.29	26094.30	482661.39	696876.32	17417.55	.00
BALANCE		27718043.23	15361596.36	3221069.79	3032827.46	489099.51	2517170.84	2563981.54	532297.73	.00
DEBT SERVICES 9200										
APPROPRIATION		100000.00	.00	.00	.00	.00	.00	.00	100000.00	.00
EXPENDITURE		28611.11	.00	.00	.00	.00	.00	.00	28611.11	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		71388.89	.00	.00	.00	.00	.00	.00	71388.89	.00
*SUB TOTAL										
APPROPRIATION		100000.00	.00	.00	.00	.00	.00	.00	100000.00	.00
EXPENDITURE		28611.11	.00	.00	.00	.00	.00	.00	28611.11	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		71388.89	.00	.00	.00	.00	.00	.00	71388.89	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
GRAND TOTAL FOR FUND										
APPROPRIATION		140965298.60	78587059.57	19073657.15	23246963.37	5673206.01	6492220.89	5311190.61	2581001.00	.00
EXPENDITURE		111046188.63	63225463.21	15852587.36	19307507.62	5158012.20	3492388.66	2050332.75	1959896.83	.00
ENCUMBRANCE		2129677.85	.00	.00	906628.29	26094.30	482661.39	696876.32	17417.55	.00
BALANCE		27789432.12	15361596.36	3221069.79	3032827.46	489099.51	2517170.84	2563981.54	603686.62	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
DEBT SERVICES	9200									
APPROPRIATION		12381707.96	.00	.00	.00	.00	.00	.00	12001707.96	380000.00
EXPENDITURE		4481790.80	.00	.00	.00	.00	.00	.00	4101790.80	380000.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		7899917.16	.00	.00	.00	.00	.00	.00	7899917.16	.00
*SUB TOTAL										
APPROPRIATION		12381707.96	.00	.00	.00	.00	.00	.00	12001707.96	380000.00
EXPENDITURE		4481790.80	.00	.00	.00	.00	.00	.00	4101790.80	380000.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		7899917.16	.00	.00	.00	.00	.00	.00	7899917.16	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		12381707.96	.00	.00	.00	.00	.00	.00	12001707.96	380000.00
EXPENDITURE		4481790.80	.00	.00	.00	.00	.00	.00	4101790.80	380000.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		7899917.16	.00	.00	.00	.00	.00	.00	7899917.16	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FAC ACQ & CONST 7400										
APPROPRIATION		42118040.11	.00	.00	.00	.00	.00	42118040.11	.00	.00
EXPENDITURE		19853311.47	.00	.00	.00	.00	.00	19853311.47	.00	.00
ENCUMBRANCE		6378306.86	.00	.00	.00	.00	.00	6378306.86	.00	.00
BALANCE		15886421.78	.00	.00	.00	.00	.00	15886421.78	.00	.00
*SUB TOTAL										
APPROPRIATION		42118040.11	.00	.00	.00	.00	.00	42118040.11	.00	.00
EXPENDITURE		19853311.47	.00	.00	.00	.00	.00	19853311.47	.00	.00
ENCUMBRANCE		6378306.86	.00	.00	.00	.00	.00	6378306.86	.00	.00
BALANCE		15886421.78	.00	.00	.00	.00	.00	15886421.78	.00	.00
9700 - 9790										
APPROPRIATION		15721777.04	.00	.00	.00	.00	.00	.00	.00	5721777.04
EXPENDITURE		12343376.04	.00	.00	.00	.00	.00	.00	.00	2343376.04
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		3378401.00	.00	.00	.00	.00	.00	.00	.00	3378401.00
*SUB TOTAL										
APPROPRIATION		15721777.04	.00	.00	.00	.00	.00	.00	.00	5721777.04
EXPENDITURE		12343376.04	.00	.00	.00	.00	.00	.00	.00	2343376.04
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		3378401.00	.00	.00	.00	.00	.00	.00	.00	3378401.00
GRAND TOTAL FOR FUND										
APPROPRIATION		57839817.15	.00	.00	.00	.00	.00	42118040.11	.00	5721777.04
EXPENDITURE		32196687.51	.00	.00	.00	.00	.00	19853311.47	.00	2343376.04
ENCUMBRANCE		6378306.86	.00	.00	.00	.00	.00	6378306.86	.00	.00
BALANCE		19264822.78	.00	.00	.00	.00	.00	15886421.78	.00	3378401.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE 5000										
APPROPRIATION		7275753.49	4045271.32	1251607.43	217658.18	.00	666779.98	1004925.46	89511.12	.00
EXPENDITURE		4171855.13	2606296.37	719605.24	118639.74	.00	342806.26	286836.74	97670.78	.00
ENCUMBRANCE		195931.69	.00	.00	1275.37	.00	119227.86	75428.46	.00	.00
BALANCE		2907966.67	1438974.95	532002.19	97743.07	.00	204745.86	642660.26	8159.66-	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		1057842.57	731461.58	187506.77	24023.55	.00	114850.67	.00	.00	.00
EXPENDITURE		726436.17	561457.39	131546.89	5284.80	.00	28147.09	.00	.00	.00
ENCUMBRANCE		4705.14	.00	.00	1831.91	.00	2873.23	.00	.00	.00
BALANCE		326701.26	170004.19	55959.88	16906.84	.00	83830.35	.00	.00	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
INST & CURR DEV 6300										
APPROPRIATION		2197915.54	1593833.59	401891.14	143145.81	.00	10000.00	41145.00	7900.00	.00
EXPENDITURE		1495624.59	1201388.65	262204.82	27612.04	.00	.00	2090.08	2329.00	.00
ENCUMBRANCE		10702.34	.00	.00	10702.34	.00	.00	.00	.00	.00
BALANCE		691588.61	392444.94	139686.32	104831.43	.00	10000.00	39054.92	5571.00	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1560862.18	497343.73	92411.47	666710.90	.00	140202.72	3361.00	160832.36	.00
EXPENDITURE		822619.41	283591.80	49403.31	352124.97	.00	86754.94	.00	50744.39	.00
ENCUMBRANCE		154797.65	.00	.00	142954.84	.00	11842.81	.00	.00	.00
BALANCE		583445.12	213751.93	43008.16	171631.09	.00	41604.97	3361.00	110087.97	.00
INSTR RELATED TECH 6500										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
GEN ADMINISTRATION 7200										
APPROPRIATION		583457.70	.00	.00	.00	.00	.00	.00	583457.70	.00
EXPENDITURE		304795.56	.00	.00	.00	.00	.00	.00	304795.56	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		278662.14	.00	.00	.00	.00	.00	.00	278662.14	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
SCH ADMINISTRATION 7300										
APPROPRIATION		62153.00	45049.00	17104.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		34223.73	25348.16	8875.57	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		27929.27	19700.84	8228.43	.00	.00	.00	.00	.00	.00
FOOD SERVICE 7600										
APPROPRIATION		8211718.67	2692830.91	919070.43	141432.93	271287.67	3804987.12	177311.95	204797.66	.00
EXPENDITURE		6657308.47	2040574.24	599958.93	102015.28	269167.61	3284151.33	166363.73	195077.35	.00
ENCUMBRANCE		356284.01	.00	.00	29181.55	7163.63	317950.33	1988.50	.00	.00
BALANCE		1198126.19	652256.67	319111.50	10236.10	5043.57-	202885.46	8959.72	9720.31	.00
CENTRAL SERVICES 7700										
APPROPRIATION		45150.00	.00	.00	45150.00	.00	.00	.00	.00	.00
EXPENDITURE		6400.00	.00	.00	6400.00	.00	.00	.00	.00	.00
ENCUMBRANCE		33750.00	.00	.00	33750.00	.00	.00	.00	.00	.00
BALANCE		5000.00	.00	.00	5000.00	.00	.00	.00	.00	.00
TRANSPORTATION SER 7800										
APPROPRIATION		196134.09	4275.00	549.00	.00	.00	.00	.00	191310.09	.00
EXPENDITURE		55422.63	2377.68	333.45	.00	.00	.00	.00	52711.50	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		140711.46	1897.32	215.55	.00	.00	.00	.00	138598.59	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		15000.00	.00	.00	15000.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		15000.00	.00	.00	15000.00	.00	.00	.00	.00	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		281734.30	225481.53	38644.52	3000.00	.00	14608.25	.00	.00	.00
EXPENDITURE		229330.57	182581.66	32008.68	3000.00	.00	11740.23	.00	.00	.00
ENCUMBRANCE		66.55	.00	.00	.00	.00	66.55	.00	.00	.00
BALANCE		52337.18	42899.87	6635.84	.00	.00	2801.47	.00	.00	.00
*SUB TOTAL										
APPROPRIATION		21487721.54	9835546.66	2908784.76	1256121.37	271287.67	4751428.74	1226743.41	1237808.93	.00
EXPENDITURE		14504016.26	6903615.95	1803936.89	615076.83	269167.61	3753599.85	455290.55	703328.58	.00
ENCUMBRANCE		756237.38	.00	.00	219696.01	7163.63	451960.78	77416.96	.00	.00
BALANCE		6227467.90	2931930.71	1104847.87	421348.53	5043.57-	545868.11	694035.90	534480.35	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
GRAND TOTAL FOR FUND										
APPROPRIATION		21487721.54	9835546.66	2908784.76	1256121.37	271287.67	4751428.74	1226743.41	1237808.93	.00
EXPENDITURE		14504016.26	6903615.95	1803936.89	615076.83	269167.61	3753599.85	455290.55	703328.58	.00
ENCUMBRANCE		756237.38	.00	.00	219696.01	7163.63	451960.78	77416.96	.00	.00
BALANCE		6227467.90	2931930.71	1104847.87	421348.53	5043.57-	545868.11	694035.90	534480.35	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS

FAC ACQ & CONST	7400									
APPROPRIATION		300000.00	.00	.00	.00	.00	.00	300000.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		300000.00	.00	.00	.00	.00	.00	300000.00	.00	.00

FISCAL SERVICES	7500									
APPROPRIATION		80484.29	64735.00	14749.29	.00	.00	.00	1000.00	.00	.00
EXPENDITURE		75419.32	60876.74	13783.39	.00	.00	.00	759.19	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		5064.97	3858.26	965.90	.00	.00	.00	240.81	.00	.00

CENTRAL SERVICES	7700									
APPROPRIATION		18554357.20	30517.94	2898997.77	1434000.00	.00	.00	1000.00	14189841.49	.00
EXPENDITURE		15241950.62	29955.93	2492492.57	1289114.12	184.32	.00	759.19	11429444.49	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		3312406.58	562.01	406505.20	144885.88	184.32-	.00	240.81	2760397.00	.00

*SUB TOTAL										
APPROPRIATION		18934841.49	95252.94	2913747.06	1434000.00	.00	.00	302000.00	14189841.49	.00
EXPENDITURE		15317369.94	90832.67	2506275.96	1289114.12	184.32	.00	1518.38	11429444.49	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		3617471.55	4420.27	407471.10	144885.88	184.32-	.00	300481.62	2760397.00	.00

GRAND TOTAL FOR FUND										
APPROPRIATION		18934841.49	95252.94	2913747.06	1434000.00	.00	.00	302000.00	14189841.49	.00
EXPENDITURE		15317369.94	90832.67	2506275.96	1289114.12	184.32	.00	1518.38	11429444.49	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		3617471.55	4420.27	407471.10	144885.88	184.32-	.00	300481.62	2760397.00	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
COMMUNITY SERVICES	9100									
APPROPRIATION		690151.36	492474.15	86979.21	47966.00	.00	61342.00	1320.00	70.00	.00
EXPENDITURE		591950.97	425295.22	75824.02	30018.60	.00	59521.65	1221.48	70.00	.00
ENCUMBRANCE		5008.79	.00	.00	2558.16	.00	2450.63	.00	.00	.00
BALANCE		93191.60	67178.93	11155.19	15389.24	.00	630.28-	98.52	.00	.00
*SUB TOTAL										
APPROPRIATION		690151.36	492474.15	86979.21	47966.00	.00	61342.00	1320.00	70.00	.00
EXPENDITURE		591950.97	425295.22	75824.02	30018.60	.00	59521.65	1221.48	70.00	.00
ENCUMBRANCE		5008.79	.00	.00	2558.16	.00	2450.63	.00	.00	.00
BALANCE		93191.60	67178.93	11155.19	15389.24	.00	630.28-	98.52	.00	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		690151.36	492474.15	86979.21	47966.00	.00	61342.00	1320.00	70.00	.00
EXPENDITURE		591950.97	425295.22	75824.02	30018.60	.00	59521.65	1221.48	70.00	.00
ENCUMBRANCE		5008.79	.00	.00	2558.16	.00	2450.63	.00	.00	.00
BALANCE		93191.60	67178.93	11155.19	15389.24	.00	630.28-	98.52	.00	.00

* * * END OF IRBD410 REPORT * * *

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 MAY 31, 2014

FND FUNC	- 100 DESCRIPTION	GENERAL FUND	ESTIMATED REVENUE	CURRENT REVENUE MAY	2014	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3191	RESERVE OFFICERS TRAINING CORP		120,000.00	6,547.15		122,373.03	2,373.03-	102
3199	MISCELLANEOUS FEDERAL DIRECT		0.00	7,650.00		7,650.00	7,650.00-	0
3202	MEDICAID		336,023.12	4,190.43		344,830.96	8,807.84-	103
3310	FLA EDUCATION FINANCE PROGRAM	20,124,589.00		1,353,446.00		15,656,229.00	4,468,360.00	78
3315	WORKFORCE DEVELOPMENT		988,455.00	89,385.00		983,235.00	5,220.00	99
3317	PERFORMANCE BASED INCENTIVES		84,162.00	0.00		10,000.00	74,162.00	12
3323	WITHHELD FOR SBE ADM EXPENSES		9,971.00	0.00		0.00	9,971.00	0
3343	STATE LICENSE TAX		145,000.00	3,921.88		141,636.71	3,363.29	98
3344	LOTTERY FUNDS		175,339.00	160,710.00		160,710.00	14,629.00	92
3355	CLASS SIZE REDUCTION (CSR)	19,290,439.00		1,576,632.00		17,713,806.00	1,576,633.00	92
3361	SCHOOL RECOGNITION FUNDS		444,675.00	0.00		444,675.00	0.00	100
3371	VOLUNTARY PRE-K PROGRAM		486,839.00	84,460.51		418,416.55	68,422.45	86
3399	OTHER MISCELLANEOUS STATE REVE		90,421.68	0.00		7,720.68	82,701.00	9
3411	DISTRICT SCHOOL TAX	79,148,885.00		1,349,779.43		77,728,321.84	1,420,563.16	98
3414	CRITICAL OPERATING MILLAGE	7,893,871.00		134,678.65		7,742,856.82	151,014.18	98
3423	EXCESS FEES		66,691.09	0.00		66,691.09	0.00	100
3425	RENT		125,000.00	5,844.43		120,574.12	4,425.88	96
3431	INTEREST ON INVESTMENTS		230,471.00	4,771.01		221,219.04	9,251.96	96
3440	GIFTS, GRANTS AND REQUESTS		103,157.55	76,430.75		105,543.30	2,385.75-	102
3461	ADULT ED FEES (Block Tuition)		25,000.00	1,170.00		21,360.00	3,640.00	85
3462	POST SECONDARY VOC COURSE FEES		170,900.00	15,636.00		158,457.00	12,443.00	93
3464	CAPITAL IMPROVEMENT FEES		9,040.00	709.00		8,025.00	1,015.00	89
3465	POSTSECONDARY LAB FEES		64,700.00	4,028.00		70,701.00	6,001.00-	109
3466	LIFELONG LEARNING FEES		12,000.00	136.00-		6,322.00	5,678.00	53
3467	GED TESTING FEES		20,000.00	0.00		14,541.75	5,458.25	73
3469	OTHER STUDENT FEES		12,000.00	937.00		10,484.00	1,516.00	87
3473	SCHOOL AGE CHILD CARE FEES		157,000.00	16,494.49		163,369.46	6,369.46-	104
3491	BUS FEES		27,670.72	0.00		27,670.72	0.00	100
3493	SALE OF JUNK		0.00	486.00		842.00	842.00-	0
3494	FEDERAL INDIRECT		319,599.66	35,196.90		304,795.56	14,804.10	95
3495	OTHER MISC LOCAL SOURCES	2,097,343.65		103,304.59		1,180,518.38	916,825.27	56
3497	REFUNDS-PRIOR YEAR EXPENDITURE		0.00	0.00		519.82	519.82-	0
3499	RECPT-FOOD SERVICES INDIRECT C		130,000.00	13,597.88		136,476.53	6,476.53-	105
3630	TRANSFERS-CAPITAL PROJECTS FD	4,318,341.00		83,892.00		939,940.00	3,378,401.00	22
3730	SALE OF FIXED ASSETS		75,000.00	2,786.10		56,998.96	18,001.04	76
3740	INSURANCE LOSS RECOVERIES		175,222.32	0.00		175,222.32	0.00	100
	*		137,477,806.79	5,136,549.20		125,272,733.64	12,205,073.15	91

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 MAY 31, 2014

FND FUNC	- 200 DESCRIPTION	DEBT SERVICE	ESTIMATED REVENUE	CURRENT REVENUE MAY	2014	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		1,413,472.06	706,736.03		1,413,472.06	0.00	100
3322	CO & DS WITHHELD-SBE/COBI BOND		599,487.50	0.00		0.00	599,487.50	0
3412	DIST INTEREST/SINKING TAXES		0.00	513.92		18,832.85	18,832.85	0
3431	INTEREST ON INVESTMENTS		10,000.00	2,671.83		9,083.90	916.10	91
3630	TRANSFERS-CAPITAL PROJECTS FD		11,403,436.04	0.00		11,403,436.04	0.00	100
	*		13,426,395.60	709,921.78		12,844,824.85	581,570.75	96

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 MAY 31, 2014

FND FUNC	- 300 DESCRIPTION	CAPITAL FUND	ESTIMATED REVENUE	CURRENT REVENUE MAY	2014	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		29,920.00	29,920.00		29,920.00	0.00	100
3321	CO & DS DISTRIBUTED		68,705.00	0.00		68,705.00	0.00	100
3397	CHARTER SCHOOL CAPITAL OUTLAY		1,018,341.00	0.00		1,018,341.00	0.00	100
3399	OTHER MISCELLANEOUS STATE REVE		30,000.00	0.00		30,000.00	0.00	100
3413	DIST LOCAL CAPITAL IMPROVE TAX		19,734,677.00	17,024.46		19,722,970.21	11,706.79	100
3431	INTEREST ON INVESTMENTS		111,914.03	3,637.73		41,617.92	70,296.11	37
3490	MISCELLANEOUS LOCAL SOURCES		179,040.00	179,040.00		179,040.00	0.00	100
3495	OTHER MISC LOCAL SOURCES		1,208,094.33	12,491.33		1,208,094.33	0.00	100
3496	Impact Fees		870,456.00	80,776.00		870,456.00	0.00	100
3620	TRANSFERS-DEBT SERVICE FUND		380,000.00	0.00		380,000.00	0.00	100
	*		23,631,147.36	322,889.52		23,549,144.46	82,002.90	100

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 MAY 31, 2014

FND FUNC	- 400 DESCRIPTION	SPECIAL REVENUE	ESTIMATED REVENUE	CURRENT REVENUE MAY	2014	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3201	VOCATIONAL EDUCATION ACTS		155,707.00	13,710.87		113,508.34	42,198.66	73
3214	ARRA Race to the Top		663,033.79	54,878.43		191,586.53	471,447.26	29
3225	Teacher/PRINCIPAL TRAIN/RECRUI		871,103.09	109,557.56		604,843.58	266,259.51	69
3230	EDUCATION FOR THE HANDICAPPED		4,727,635.88	296,914.99		3,022,173.47	1,705,462.41	64
3240	ECIA, CHAPTER 1		6,040,079.48	373,033.65		3,298,301.94	2,741,777.54	55
3251	ADULT BASIC EDUCATION		248,633.00	18,342.19		201,646.84	46,986.16	81
3261	SCHOOL LUNCH REIMBURSEMENT		4,147,705.80	490,612.58		4,133,157.53	14,548.27	100
3262	SCHOOL BREAKFAST REIMBURSEMENT		1,279,748.00	144,685.32		1,205,861.75	73,886.25	94
3263	AFTER SCHOOL SNACKS-FED REIMB		176,602.14	20,328.80		198,215.20	21,613.06-	112
3265	USDA DONATED COMMODITIES		242,234.30	2,513.30		102,884.98	139,349.32	42
3267	SUMMER FEEDING PROGRAM		225,000.00	0.00		109,473.93	115,526.07	49
3268	FRESH FRUIT AND VEGETABLE PRG		57,500.00	8,703.75		47,641.05	9,858.95	83
3280	Federal Through Local		47,307.00	7,083.88		49,000.40	1,693.40-	104
3290	OTHER FEDERAL THROUGH STATE		317,018.65	30,515.52		260,712.24	56,306.41	82
3293	EMERGENCY IMMIGRANT EDUC. PROG		205,484.98	11,279.50		102,645.44	102,839.54	50
3337	SCHOOL BREAKFAST SUPPLEMENT		52,734.00	25,231.00		46,269.00	6,465.00	88
3338	SCHOOL LUNCH SUPPLEMENT		63,749.00	31,376.00		62,749.00	1,000.00	98
3390	MISCELLANEOUS STATE REVENUE		2,136.00	0.00		0.00	2,136.00	0
3431	INTEREST ON INVESTMENTS		208.00	387.58		2,810.34	2,602.34-	351
3451	STUDENT LUNCHES		774,477.00	64,219.85		598,804.80	175,672.20	77
3452	STUDENT BREAKFASTS		91,479.60	5,156.40		48,197.14	43,282.46	53
3453	ADULT BREAKFASTS/LUNCHES		63,531.00	5,054.50		46,300.50	17,230.50	73
3454	STUDENT A LA CARTE		541,431.36	85,063.32		753,977.80	212,546.44-	139
3455	Student Snacks (Revised Redbk)		29,484.00	484.00		2,284.80	27,199.20	8
3456	MEALS ON WHEELS-OTH FOOD SALES		322,000.00	50,192.94		237,377.90	84,622.10	74
3457	CATERING AND OTHER FOOD SALES		4,200.00	1,536.36		9,320.02	5,120.02-	222
3495	OTHER MISC LOCAL SOURCES		0.00	0.00		7,376.27	7,376.27-	0
	*		21,350,223.07	1,850,862.29		15,457,120.79	5,893,102.28	72

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 MAY 31, 2014

FND FUNC	- 700 DESCRIPTION	INTERNAL SERVICE FUN	ESTIMATED REVENUE	CURRENT REVENUE MAY	2014	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		180,000.00	7,434.34		203,594.33	23,594.33-	113
3431	INTEREST ON INVESTMENTS		18,000.00	1,137.12		9,893.94	8,106.06	55
3440	GIFTS, GRANTS AND REQUESTS		75,000.00	0.00		75,000.00	0.00	100
3483	PREMIUM REVENUE-VISION INS		96,000.00	8,535.13		93,370.77	2,629.23	97
3484	PREMIUM REVENUE-HEALTH INS		14,573,466.08	1,350,372.35		14,539,814.77	33,651.31	100
3485	PREMIUM REVENUE-DENTAL		1,500,000.00	96,375.89		1,151,826.28	348,173.72	77
3486	PREMIUM REVENUE-LIFE INSURANCE		550,000.00	36,927.12		444,871.87	105,128.13	81
3487	PREMIUM REVENUE-DISABILITY INS		275,000.00	21,272.61		258,894.72	16,105.28	94
3488	CONTRIBUTIONS-FLEXIBLE SPENDIN		250,000.00	19,045.22		208,106.83	41,893.17	83
3742	REINSURANCE RECOVERY		0.00	0.00		125.04	125.04-	0
		*	17,517,466.08	1,541,099.78		16,985,498.55	531,967.53	97

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 MAY 31, 2014

FND FUNC	- 900 DESCRIPTION	ENTERPRISE FUNDS	ESTIMATED REVENUE	CURRENT REVENUE MAY	2014	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		1,000.00	100.90		813.12	186.88	81
3473	SCHOOL AGE CHILD CARE FEES		0.00	62,501.21		658,235.51	658,235.51-	0
3481	CHARGES FOR SERVICES-PROP FUND		705,545.00	0.00		0.00	705,545.00	0
	*		706,545.00	62,602.11		659,048.63	47,496.37	93

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 MAY 31, 2014

FND FUNC	DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE MAY 2014	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
=====	=====	=====	=====	=====	=====	=====
REQUEST 005	TOTAL	214,109,583.90	9,623,924.68	194,768,370.92	19,341,212.98	91

FND - 420 SPECIAL REVENUE - OTHER - 420		PRD-00 BEGINNING			PRD-11	MAY	2014	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	%	REM
B	101	Title I Part C Migrant 2012/13	2670.50	0.00	0.00	2670.50	0.00	.00
B	102	Title I Part C Migrant 2013/14	98767.00	0.00	1298.76	37663.04	59805.20	60.55
B	105	Title I Part A Basic 2012-2013	186532.80	0.00	0.00	186532.80	0.00	.00
B	106	Title I Part A Basic 2013-2014	5736061.18	0.00	159609.87	3071236.61	2505214.70	43.67
B	111	Title II FY13 Teacher Training	10555.46	0.00	0.00	10555.46	0.00	.00
B	112	Title II FY14 Teacher Training	860547.63	0.00	55259.03	594288.12	211000.48	24.52
B	117	Title I Part A NCLB Choice/SES	210.00	0.00	0.00	210.00	0.00	.00
B	134	Title I School Imp Init FY14	15838.00	0.00	15838.00	0.00	0.00	.00
B	151	Title III Part A Eng Lang 2013	169.19	0.00	0.00	169.19	0.00	.00
B	152	Title III Part A Eng Lang 2014	205315.79	0.00	1362.19	102686.25	101267.35	49.32
B	179	21st Century Com Lg Cent 12/13	14644.65	0.00	0.00	14644.65	0.00	.00
B	180	21st Century Com Lg Cntr 14	302374.00	0.00	265.75	246067.59	56040.66	18.53
B	200	IDEA Part B Pre K 2013-2014	109723.00	0.00	0.00	82432.96	27290.04	24.87
B	206	IDEA Part B 2013-2014	4480454.68	0.00	3344.17	2805642.31	1671468.20	37.31
B	207	IDEA Part B 2014-2015	85696.25	0.00	0.00	85696.25	0.00	.00
B	302	Adult Education FY 13/14	248633.00	0.00	11743.27	201646.84	35242.89	14.17
B	310	Carl Perkins Sec Voc Ed FY14	155707.00	0.00	253.27	113508.34	41945.39	26.94
	*		12513900.13	0.00	248974.31	7555650.91	4709274.91	37.63

FND - 421 Special Revenue -Other-Fed Dir		PRD-00 BEGINNING			PRD-11	MAY	2014	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	%	REM
B	202	SEDNET ALLOCATION	20386.00	0.00	688.31	22397.56	2699.87-	13.24-
B	316	Carl Perkins Post Sec IRSC 14	26921.00	0.00	327.76	26602.84	9.60-	.04-
		*	47307.00	0.00	1016.07	49000.40	2709.47-	5.73-

FND - 422 Special Revenue - Other - Reim		PRD-00 BEGINNING			PRD-11	MAY	2014	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	%	REM
B	113	UDL THROUGH TECHNOLOGY	49086.95	0.00	0.00	48953.00	133.95	.27
B	114	PROJECT10 CONNECT MINI GRANT	2675.00	0.00	216.00	1516.95	942.05	35.22
		*	51761.95	0.00	216.00	50469.95	1076.00	2.08

FND - 434 Special Rev Race To The Top		PRD-00 BEGINNING			PRD-11	MAY	2014	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	%	REM
B	434	Race To The Top 2010 - 2014	585834.77	0.00	111996.99	186086.53	287751.25	49.12
B	438	RTTT-District Eval Syst. Monit	45000.00	0.00	37750.00	5500.00	1750.00	3.89
B	439	RTTT-FL Stand. PD Act.Project	32199.02	0.00	0.00	0.00	32199.02	100.00
		*	663033.79	0.00	149746.99	191586.53	321700.27	48.52

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
REQUEST 093 TOTAL	13276002.87	.00	399953.37	7846707.79	5029341.71	37.88

COPY

NORTH COUNTY CHARTER SCHOOL, INC.

**Financial Statements
with
Independent Accountants' Compilation Report**

May 31, 2014



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 May 31, 2014, and the related statement of revenue, expenditures, and changes in fund balance 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

June 17, 2014

(North County Charter School, Inc.) with MSID Number (5003)
Indian River County, Florida
Balance Sheet (Unaudited)
May 31 2014

ASSETS	Accounts	General Fund	Special Revenue Fund	Debt Service	Capital Outlay	Total Governmental Funds
Cash and cash equivalents	1110	\$ 524,364.26	\$ -	\$ -	\$ -	\$ 524,364.26
Investments	1160					-
Grant receivables	1130					-
Other current assets	12XX					-
Deposits	1210					-
Due from other funds	1140	345,155.39				345,155.39
Other long-term assets	1400					-
Total Assets		\$ 869,519.65	\$ -	\$ -	\$ -	\$ 869,519.65
LIABILITIES AND FUND BALANCE						
Liabilities						
Accounts payable	2120	\$ -	\$ -	\$ -	\$ -	\$ -
Salaries, benefits, and payroll taxes payable	2110, 2170, 2330					-
Deferred revenue	2410					-
Notes/bonds payable	2180, 2250, 2310, 2320					-
Lease payable	2315					-
Other liabilities	21XX, 22XX, 23XX		30,935.79		314,219.60	345,155.39
Total Liabilities		-	30,935.79	-	314,219.60	345,155.39
Fund Balance						
Nonspendable	2710					-
Restricted	2720		(30,935.79)		(314,219.60)	(345,155.39)
Committed	2730					-
Assigned	2740					-
Unassigned	2750	869,519.65	-	-	-	869,519.65
Total Fund Balance		869,519.65	(30,935.79)	-	(314,219.60)	524,364.26
TOTAL LIABILITIES AND FUND BALANCE		\$ 869,519.65	\$ -	\$ -	\$ -	\$ 869,519.65

See independent accountant's compilaton report.

(North County Charter School, Inc.) with MSID Number (5003)
Indian River County, Florida
Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)
For Month Ended May 31, 2014

FTE Projected 142363.75
FTE Actual 123969.01

87% Percent of Projected

	Account Number	General Fund				Special Revenue			
		Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
Revenues									
FEDERAL SOURCES									
Federal direct	3100	\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%
Federal through state and local	3200								
STATE SOURCES									
FEFP	3310	123969.01	1502166.26	1708365	88%				
Capital outlay	3397								
Class size reduction	3355								
School recognition	3361			0					
Other state revenue	33XX								
LOCAL SOURCES									
Interest	3430								
Local capital improvement tax	3413								
Other local revenue	34XX	8,242.84	57,710.68	56,200.00	103%	11,399.48	79,895.82	92,471.00	86%
Total Revenues		132,211.85	1,559,876.94	1,764,565.00	88%	11,399.48	79,895.82	92,471.00	86%
Expenditures									
Current Expenditures									
Instruction	5000	61,809.36	654,923.62	803,667.00	81%				
Instructional support services	6000	-	65.00	1,000.00	7%				
Board	7100	-	1,668.52	2,450.00	68%				
School administration	7300	15,900.88	176,820.25	198,750.00	89%				
Facilities and acquisition	7400	54.00	2,864.07	2,828.57	101%				
Fiscal services	7500	325.00	11,705.00	12,980.00	90%				
Food services	7600					12,720.22	110,831.61	114,238.00	97%
Central services	7700								
Pupil transportation services	7800	12,392.10	24,784.20	24,784.00	100%				
Operation of plant	7900	10,254.03	127,175.79	131,659.00	97%				
Maintenance of plant	8100	2,357.83	4,515.57	3,947.00	114%				
Administrative technology services	8200								
Community services	9100								
Debt service	9200	21,664.20	221,442.11	221,442.33	100%				
Total Expenditures		124,757.40	1,225,964.13	1,403,507.90	87%	12,720.22	110,831.61	114,238.00	97%
Excess (Deficiency) of Revenues Over Expenditures		7,454.45	333,912.81	361,057.10	92%	(1,320.74)	(30,935.79)	(21,767.00)	142%
Other Financing Sources (Uses)									
Transfers in	3600								
Loan proceeds	3700								
Transfers out	9700								
Total Other Financing Sources (Uses)		-	-	-		-	-	-	
Net Change in Fund Balances		7,454.45	333,912.81	361,057.10	92%	(1,320.74)	(30,935.79)	(21,767.00)	142%
Fund balances, beginning			535,606.84						
Adjustments to beginning fund balance									
Fund Balances, Beginning as Restated		-	535,606.84	-		-	-	-	
Fund Balances, Ending		\$ 7,454.45	\$ 869,519.65	\$ 361,057.10	241%	\$ (1,320.74)	\$ (30,935.79)	\$ (21,767.00)	142%

Debt Service				Capital Outlay				Total Governmental Funds			
Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
Actual				Actual				Actual			
\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%
				9049	87160	105000	83%	123,969.01	1,502,166.26	1,708,365.00	88%
								9,049.00	87,160.00	105,000.00	83%
								-	-	-	
								-	-	-	
								-	-	-	
								19,642.32	137,606.50	148,671.00	93%
				9,049.00	87,160.00	105,000.00	83%	152,660.33	1,726,932.76	1,962,036.00	88%
-	-	-									
				-	86,819.06	86,811.00	100%	61,809.36	741,742.68	890,478.00	83%
								-	65.00	1,000.00	7%
								-	1,668.52	2,450.00	68%
								15,900.88	176,820.25	198,750.00	89%
								54.00	1,496,995.61	1,496,995.61	100%
								325.00	11,705.00	12,980.00	90%
								12,720.22	110,831.61	114,238.00	97%
								-	-	-	
								12,392.10	24,784.20	24,784.00	100%
								10,254.03	127,175.79	131,659.00	97%
								2,357.83	4,515.57	3,947.00	114%
								-	-	-	
								-	-	-	
								21,664.20	221,442.11	221,442.33	100%
								-	1,580,950.60	1,580,978.04	100%
				9,049.00	(1,493,790.60)	(1,475,978.04)	101%	137,477.62	2,917,746.34	3,098,723.94	94%
								15,182.71	(1,190,813.58)	(1,136,687.94)	105%
								-	-	-	
								-	1,179,571.00	1,179,571.00	100%
								-	-	-	
								-	1,179,571.00	1,179,571.00	100%
								9,049.00	(314,219.60)	(296,407.04)	106%
								-	-	-	
								-	-	-	
								-	535,606.84	-	
								-	535,606.84	-	
\$ -	\$ -	\$ -	%	\$ 9,049.00	\$ (314,219.60)	\$ (296,407.04)	106%	\$ 15,182.71	\$ 524,364.26	\$ 42,883.06	1223%

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