

**District School Board of Indian River County**  
**1990 25<sup>th</sup> Street, Vero Beach, FL 32960**  
**Business Meeting**  
**Agenda**

**Date: January 27, 2015**

**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.

**INVOCATION**

Shortly before the opening gavel that officially begins a School Board meeting, the Chairman will introduce the Invocation Speaker. No person in attendance is or shall be required to participate in this observance and the personal decision of each person regarding participation will have no impact on his or her right to actively participate in the school board's business meeting.

**AGENDA**

- I. CALL MEETING TO ORDER – Chairman McCain
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS BY Sebastian River High School Naval Junior ROTC under the Direction of James R. O'Neal, Master Gunny Sergeant USMC (ret)
- III. ADOPTION OF ORDERS OF THE DAY
- IV. PRESENTATIONS  
No presentations
- V. COMMUNITY INPUT ON SUPERINTENDENT SEARCH, TIME CERTAIN 6:10 P.M. – Chairman McCain  
The community is invited to speak to the School Board regarding the desired attributes of a new Superintendent. The floor will be open for input for up to one hour, starting at 6:10 p.m.
- VI. CITIZEN INPUT

VII. CONSENT AGENDA

**A. Approval of Minutes**

1. Board Policies Workshop held 1/13/2015
2. Board Policies Afternoon Workshop held 1/13/2015
3. Special Meeting held 1/13/2015
4. Business Meeting held 1/13/2015

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 Out of Field Teachers Report – Mr. Fritz**

Approval is recommended for the Out-of-Field Teachers Report for the second semester. The Report includes teachers who are out-of-field for course work, not Highly Qualified, or who are out-of-field or out of compliance for ESOL. It is required that the Report be approved by the School Board prior to the FTE Survey period in February. A copy of the Report will be available prior to the meeting. Superintendent recommends approval.

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

1. Indian River Academy received a donation in the amount of \$1,000 from the Indian River Community Foundation. The funds will be used for the Conscious Discipline Program.
2. Liberty Magnet School received a donation in the amount of \$1,500 from the Liberty Magnet School PTA. Funds will be used for the Principal's Challenge Summer Reading.
3. Sebastian River High School received a donation in the amount of \$1,000 from Stephen and Angela Shelton. Funds will be used for the Sebastian River High School's Senior Class Graduation.
4. Pelican Island Elementary received a donation in the amount of \$1,500 from the Mardy Fish Children's Foundation. Funds will be used for the Intramural Program at Pelican Island Elementary.

Superintendent recommends approval.

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

Superintendent recommends approval to write-off, as uncollectible, checks received by the District that have been dishonored by the maker's bank and returned as unpaid. Attached is a list of checks totaling \$370.90 that were made payable to the School District but remained uncollected through the calendar year ending December 31, 2013. To date all attempts to recover the money, both by staff members and the District's check recovery program, have been unsuccessful. Superintendent recommends approval.

**F. Approval to Renew RFP #2014-17-02 with All Pro Security Services for Security Officer Services – Mr. Morrison**

Pursuant to School Board Policy 6320 and the terms and conditions of RFP #2014-17, the Purchasing Department is requesting approval to renew this RFP for the provision of districtwide security services for one additional year from January 22, 2015, through January 21, 2016, with All Pro Security Services. The estimated annual financial impact to the District is \$45,000. All specifications, terms, and conditions will remain the same. Please see the attached renewal letter signed by the vendor. Superintendent recommends approval.

VIII. ACTION AGENDA

**A. Approval of 2014-2015 Class Size Reduction Compliance Plan – Mr. Morrison**

Class size is measured by data submitted each year during the October student survey period. Based on the data submitted for 2014-2015, Gifford Middle School was over class size by an estimated .45 Full Time Equivalent (FTE) students. Other schools listed on the attached Class Size Reduction Compliance Plan are pending the appeals process. The results of the appeals process will not be released until mid-February. However, school districts exceeding the class size limits for 2014-2015 are required, as per 1003.03 F.S., to submit a Compliance Plan by February 1, 2015. This plan outlines the steps that will be taken to ensure compliance by the following October. Attached is the District's Class Size Reduction Compliance Plan for Gifford Middle School, as well as other schools pending results of the appeals process. The estimated cost impact to the District is \$2,212. School Districts that submit a Compliance Plan by February 1, 2015, may have a portion of this penalty added back to their class size categorical allocation. Superintendent recommends approval.

**B. Approval to Award RFP #2015-05 to Mid-State Mechanical of Vero Beach, Inc., for the Replacement of the Chiller at Vero Beach High School's Freshman Learning Center – Mr. Morrison**

A Request for Proposal (RFP) was promulgated to obtain a firm price to replace the existing HVAC chiller with a new packaged rotary air cooled chiller and chilled water roof top units. Pricing was also requested for Alternate 1 – HVAC modifications at Vero Beach High School. The base bid for the FLC project is \$401,352. In addition, a 10% contingency will be reserved in the amount of \$40,135.20 and will only be used if directed by the District. It is recommended that the award of the FLC project be awarded only to Mid-State Mechanical of Vero Beach, Inc., as the best responsive and responsible bidder meeting specifications, terms, and conditions. Please see attached backup. Superintendent recommends approval.

**C. Approval of Owner/Contractor Construction Agreement with Mid-State Mechanical of Vero Beach, Inc., for VBHS Freshman Learning Center Chiller Replacement Project (SDIRC #2015-05) – Mr. Morrison**

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Mid-State Mechanical of Vero Beach, Inc., for the Chiller Replacement at the VBHS Freshman Learning Center (SDIRC #2015-05) in the amount of \$441,487.20. The project consists of furnishing and installing a new packaged rotary air cooled chiller and chilled water roof top units. The contract amount consists of the Contractor's Base Bid in the amount of \$401,352.00 and a 10% owner added contingency in the amount of \$40,135.20 that includes all construction costs associated with this project. The contract amount does not include engineering fees that is estimated in the amount of \$43,000, for an overall total project cost of \$484,487.20. Superintendent recommends approval.

**D. Approval to Piggyback the Northside Independent School District's Bid #2014-117 and Issue Purchase Orders to Bio-Rad Laboratories for the Purchase of Scientific Supplies for the Biotechnology Programs located at Vero Beach high School and Sebastian River High School – 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 piggyback the Northside Independent School District's Bid#2014-117 and to issue purchase orders to Bio-Rad Laboratories in the amount of approximately \$30,000 for each high school. Both high schools have established a new career technical S.T.E.M program in Biotechnology. Students participating in the program earn 3 science credits (Level 3 or honors) and have an opportunity to earn industry certification. Federal Race to the Top funds will be utilized to cover the purchase of the equipment and supply kits. This purchase is as per the specifications, terms, and conditions of the Northside Independent School District's Bid #2014-117 at 20% off list price. This bid expires August 31, 2015. Please see attached backup. Superintendent recommends approval.

New item added 1/26/2015:

**E. Approval to Terminate Support Staff Employee – Mr. Fritz**

The Superintendent recommends termination of support staff employee, Viola Rhyant. The grounds for this termination are contained in the attached Charging Letter. Superintendent recommends approval.



IX. SUPERINTENDENT'S REPORT

X. DISCUSSION

XI. SCHOOL BOARD MEMBER MATTERS – Chairman McCain

XII. INFORMATION AGENDA

**A. Financial Report for Month ending October 2014 -- Mr. Morrison**

Attached are the Financial Reports for the month ending October 31, 2014.

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

Charter school financial statements are being 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 to 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.

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

See attached report.

XIII. SUPERINTENDENT'S CLOSING

XIV. ADJOURNMENT – Chairman McCain

Any invocation that may be offered before the official start of the School Board business meeting is and shall be the voluntary offering of a private citizen to and for the benefit of the School Board pursuant to Resolution #2015-08. The views and beliefs expressed by the Invocation Speaker have not been previously reviewed or approved by the School Board and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to express allegiance to or preference for any particular religion, denomination, faith, creed, or belief by the School Board. No person in attendance at this meeting is or shall be required to participate in any invocation and such decision whether or not to participate will have no impact on his or her right to actively participate in the public meeting.

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 25<sup>th</sup> 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](http://www.indianriverschools.org/iretv). The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

The District School Board of Indian River County met on January 13, 2015, at 9:30 a.m. The workshop was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 1990 25<sup>th</sup> Street, Vero Beach, Florida 32960. District School Board Members attending were: Chairman Matthew McCain, Vice Chairman Charles G. Searcy, and Board Members: Claudia Jiménez, Dale Simchick, and Shawn R. Frost. Dr. Frances J. Adams, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present.

### **Policies and Student Progression Plan Workshop Minutes**

- I. Workshop was called to order by Chairman McCain.
- II. Purpose of the Workshop – Chairman McCain  
Dr. Adams stated that the morning workshop was to focus on the legislative changes to Board policies, as well as the changes to the Student Progression Plan. She said that the afternoon workshop would include a look at a new policy that does not have a number yet and would close with a PowerPoint on Student Achievement and Poverty.
- III. Board Policies – Dr. Adams  
Dr. Adams stated that the Board had before them a binder highlighting all of the changes being suggested, as well as Summary Points. The Board also had a small binder with the changes highlighted for the Student Progression Plan. Dr. Adams said that the presentation of changes would be covered in sections.  
  
At the end of each section, time was allowed for discussion. Board Members spoke to the changes and made suggestions. Dr. Adams said that she would report back to the Board with the suggested changes.
- IV. Student Progression Plan – Dr. Adams  
(Postponed until the afternoon workshop.)
- V. Adjournment – Chairman McCain

With no further discussion, the workshop adjourned at approximately 11:52 a.m.

The District School Board of Indian River County met on January 13, 2015, at 1:00 p.m. The workshop was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 1990 25<sup>th</sup> Street, Vero Beach, Florida 32960. District School Board Members attending were: Chairman Matthew McCain, Vice Chairman Charles G. Searcy, and Board Members: Claudia Jiménez, Dale Simchick, and Shawn R. Frost. Dr. Frances J. Adams, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present.

**Policies, Student Progression Plan, and  
Poverty and Performance PowerPoint Presentation Workshop  
Minutes**

- I. Workshop was called to order by Chairman McCain.
  
- II. Purpose of the Workshop – Chairman McCain  
Dr. Adams stated that the afternoon workshop would focus on a new policy that did not have a number yet, presentation on the Student Progression Plan revisions, and would close with a PowerPoint on Student Achievement and Poverty.
  
- III. Board Policies – Dr. Adams  
Dr. Adams stated that in the back of the policies binder was a section on new, non-legislative changes. The new policy to be considered is titled, “Random Student Drug Testing for Interscholastic, Extracurricular, and Competitive Activities Participants”. Dr. Adams gave a brief history of drug testing in Indian River County Schools. She said that the goal was to have drug free schools. Mr. Stutzke, Mr. O’Keefe, and Mr. Racine were present to speak to the new policy. Mr. Stutzke stated that drug testing was put into place nineteen years ago at Sebastian River High School. He said that the policy was proactive, was preventive, and was non punitive. It was never the desire to be punitive. The goal was to get students enrolled in proper treatment programs through Substance Abuse of IRC, with the incentive of being allowed to continue to practice. Upon successful completion and a clean drug test, the student would be reinstated. Mr. Stutzke reviewed the process. He included a visual of the bingo wheel that was used to select the random number for drug testing and the visual of the actual drug testing kit. He distributed a 2007 publication on the benefits of drug testing. Mr. Stutzke said that more than half of all high school students have used some form of drug. Drug testing was effective. Parents had been very thankful that we had a program in place that was helpful to their children.

Mrs. D'Agresta spoke to the known court cases in regard to drug testing. She said that it was permitted to expand to performing arts that were categorized as competitive, extra-curricular activities. Mrs. D'Agresta recommended a word change to "interscholastic". She did not recommend drug testing all students in K-12. Dr. Adams said that this expansion first approached by School Board discussion and was then discussed with staff. The policy would be effective, if approved by the Board, July 1, 2015. This would allow time to notify parents and to obtain the student/parent signatures for participation in the performing arts and athletic programs. Dr. Adams spoke to the confidentiality of the information. There would be a designated coordinator to work directly with the principals, parents, and coach.

Board Members were allotted time for discussion. Board Members spoke to the new policy. Board discussion resulted in the expansion to include interscholastic, extracurricular, and competitive activities participants, rather than just athletics and performing arts participants. Dr. Adams said that she would report back to the Board with any changes that would include adding the word "interscholastic". She would also report back on the question of how charter schools were able to randomly drug test all students within the law. Mrs. D'Agresta said that staff needed to develop a bucket list to further define the groups affected. Mr. Stutzke stated that at Sebastian River High School there was no cost to taxpayers. Funding was obtained through general fundraisers. Principals talked about the implementation process.

IV. Student Progression Plan – Dr. Adams

The Student Progression Plan was postponed until the afternoon workshop due to available time. Dr. Adams stated that based on the policy changes presented during the morning workshop, the Student Progression Plan needed to be revised based on student retention, promotion, and assessment revisions. Mr. Rynberg reviewed the changes that were summarized on the list titled, Student Progression Plan changes 2014-2015. The language in blue depicted changes that were local. Other changes were legislative.

Board Members were allotted time for discussion. Dr. Adams told the Board that she would look into the question from the Board regarding the benefit of having an articulation agreement with Brevard College. Dr. Adams noted that the new message from the State was that students must get a standard diploma. Mr. Rynberg said, in response to the Board, that staff would work on language to include a definition on when students were not required to take a particular test based on their A/P scores, etc. Dr. Adams agreed. Another question was whether or not it was possible to provide parents' access to a calculator for GPAs, especially in regard to the Top 10%.

Recess: Chairman McCain called for a recess at 3:12 p.m. He reconvened the workshop at 3:24 p.m.

IV. Poverty and Performance PowerPoint Presentation – Dr. Adams

Dr. Adams said that she was going to end the workshop with a story about school performance and if we were competitive. Mr. Green narrated the PowerPoint that was based on free and reduced lunch rates. The data was presented to show the effect on student testing success/findings. Mr. Morrison narrated the PowerPoint on the economic factors affecting our District. Dr. Adams said that the District had to beat the odds because poverty was an issue in our District. She encouraged Board Members to get out there to see the schools and their odds.

Board Members were allotted time for discussion. There was one concern that was requested to be discussed, in the future, regarding students whose parents signed their children up for free and reduced lunches that may not be accurate. The question would be how to prevent fraud. The fraud could cause the data to be skewed.

V. Adjournment – Chairman McCain

Note: After the Board Meeting adjourned, Chairman McCain spoke to the Board regarding the upcoming Visioning Session to be held on Tuesday, January 27, 2015. He asked the Board who and if they wanted to facilitate this session. Board Members agreed that they would like to ask Kerry Bartlett to facilitate the session.

Chairman McCain asked Board Members if they were going to participate in the Martin Luther King Parade, as they had done in the past. He asked Miss Stang to email the starting time.

With no further discussion, the workshop adjourned at approximately 3:55 p.m.

The District School Board of Indian River County met on January 13, 2015, at 4:00 p.m. The special meeting was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 1990 25<sup>th</sup> Street, Vero Beach, Florida 32960. District School Board Members attending were: Chairman Matthew McCain, Vice Chairman Charles G. Searcy, and Board Members: Claudia Jiménez, Dale Simchick, and Shawn R. Frost. Dr. Frances J. Adams, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present.

### **Special District School Board Meeting for Pending Litigation Minutes**

- I. Meeting was called to order by Chairman McCain.
  
- II. Purpose - Chairman McCain
  - A. Purpose of the Public Meeting is to Conduct a Closed Session on Pending Litigation**

Mrs. D'Agresta stated that under the law, the the Board Attorney requested to meet with the School Board in Executive Session to discuss pending litigation.
  - B. Estimated Duration of the Closed Session is Sixty Minutes**

Mrs. D'Agresta stated the estimated duration of the executive session was sixty minutes.
  - C. Names of Those Who would Attended the Closed Session:**

Mrs. D'Agresta stated for the record the names of those who would attend the executive session as follows:  
Matthew McCain, Chairman  
Charles G. Searcy, Vice Chairman  
Claudia Jiménez, Board Member  
Dale Simchick, Board Member  
Shawn Frost, Board Member  
Frances J. Adams, Ed.D., Superintendent of Schools  
Suzanne D'Agresta, Esq., School Board Attorney  
Adam Philpot, Esq., Carman, Beauchamp, Sang & Gonzales (defense counsel)  
Atlantic Court Reporting

Mrs. D'Agresta stated that at the conclusion of the session, the Board would return to the dais to take action or to adjourn the meeting for the day.
  
- III. Recess to Discuss Settlement Negotiations and/or Strategy Related to Litigation Expenditures  

This session was recorded by a certified court reporter from Atlantic Court Reporting.

Recess: Chairman McCain recessed the Special School Board Meeting at approximately 4:01 p.m. Chairman McCain reconvened the Special School Board Meeting at approximately 4:17 p.m.

IV. Reconvened Public Meeting – Chairman McCain

**A. Approval of Proposed Settlement in State Court Litigation and Authorize the Superintendent to Execute all Paperwork to Effectuate the Proposed Settlement.** Superintendent recommended approval.

Chairman McCain called for a motion. Mr. Searcy moved to accept the settlement offer as presented to the Board and to authorize the Superintendent to execute all paperwork to effectuate the proposed settlement. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

V. Adjourned Special Public Meeting – Chairman McCain

With no further business, the special meeting adjourned at approximately 4:17 p.m.



The District School Board of Indian River County met on January 13, 2015, at 6:00 p.m. The meeting was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 1990 25<sup>th</sup> Street, Vero Beach, Florida 32960. District School Board Members attending were: Chairman Matthew McCain, Vice Chairman Charles G. Searcy, and Board Members: Claudia Jiménez, Dale Simchick, and Shawn R. Frost. Dr. Frances J. Adams, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present.

### **Business Meeting Minutes**

- I. Meeting was called to order by Chairman McCain
- II. Inspirational moment was given by Pastor Roger Ball of Freedom Church  
Following the invocation, Chairman McCain called for a moment of silence in memory of Edward Cruce who recently passed away. Mr. Cruce was employed by the School District for 22 years, most recently as a Plant Operator.
- III. PLEDGE OF ALLEGIANCE TO THE FLAG – Chairman McCain
- IV. ADOPTION OF ORDERS OF THE DAY  
Chairman McCain called for a motion. Ms. Jiménez moved approval of the Orders of the Day. Mrs. Simchick seconded the motion. Mr. Searcy requested to amend the motion to move Action D to the beginning of the Action Agenda. Ms. Jiménez and Mrs. Simchick withdrew their motions. Mr. Searcy moved approval of the Orders of the Day, moving Action D to the beginning of the Action Agenda. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.
- V. PRESENTATIONS  
No presentations
- VI. CITIZEN INPUT  
Bill Ingui requested to speak on funding charter schools.  
Phyllis Frey requested to speak on prayer in schools.  
Luke Flynt requested to speak on attorney fees.  
Renee Parsons requested to speak on Resolution #2015-08.  
Caroline Ginn requested to speak on time of Board meetings.  
Dan Bartus requested to speak on general items.  
Greg Sempso to requested to speak on prayer.

VII. CONSENT AGENDA

Chairman McCain called for a motion. Mrs. Simchick moved approval of the Consent Agenda. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

**A. Approval of Minutes**

1. Student Assessment Workshop held 12/9/2014
2. Discussion Session held 12/9/2014
3. Business Meeting held 12/9/2014

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 for Board Chairman to Sign Power of Attorney and Declaration of Representative Form - Mr. Morrison**

On April 8, 2014, the Board approved piggybacking the Hernando County RFP #12-R097 for Telecommunications and Utility Billing Audit Services. Eric Ryan Corporation (ERC) was the awarded vendor at a rate of compensation of 22 percent on all refunds and credits received. The ERC audit was ongoing; however, one finding has produced a refund with Paetec/Windstream. Approval was recommended for the Chairman to execute the Power of Attorney and Declaration of Representative Form to petition for a refund of federal taxes paid to Paetec/Windstream in the amount of \$2,818.88. Page two of the attached document was to allow ERC the Power of Attorney to file the petition and the execution of Form 8849 as required by the IRS. Please see attached backup. Superintendent recommended approval.

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

1. Beachland Elementary School received a donation in the amount of \$3,500 from the Beachland Elementary PTA. The funds would be used to help purchase Wii Smart Boards for the Beachland Elementary School classrooms.
2. Fellsmere Elementary School received a donation in the amount of \$2,300 from St. Augustine of Canterbury. The funds would be used to aid the families of the Fellsmere Elementary School students.

Superintendent recommended approval.

**E. Approval to Award RFP #2015-10 to Multiple Vendors for a Continuing Contract for Electrical Contractor Services - Mr. Morrison**

A Request for Proposal (RFP) was promulgated for a continuing contract with electrical contractors for projects on an as-needed basis. The estimated annual financial impact to the District was \$89,000. Projects less than \$5,000 may be awarded on a rotational or best fit basis. For projects greater than \$5,000, all awarded vendors would be invited to provide a formal quote and the award would be made to the lowest bidder. The Purchasing Department recommended the award and issuance of all subsequent purchase orders, contracts, as well as bid renewal letters for years 2 and 3. The term of this RFP was from January 14, 2015, through January 13, 2016; and may, by mutual agreement between the Superintendent and the awardees, be renewable for two, additional, one-year periods. All prices, terms, and conditions shall remain the same. The recommended vendors were Bismark Electrical Services, Inc.; Complete Electric, Inc.; Davco Electric Contractors Corp.; Diversified Electrical Systems, Inc.; F. V. Casano Electrical Contractors, Inc.; Gerelcom, Inc.; Paragon Electric of Vero, Inc.; and Universal Cabling Systems, Inc., as the best responsive and responsible bidders meeting specifications, terms, and conditions. Attached was the backup. Superintendent recommended approval.

**F. Approval of 2014-2015 School Advisory Council Membership Reports – Mr. Green**

Pursuant to School Board Rule 2125 and 1001.452 Florida Statutes, the School Advisory Council Membership Reports for the schools listed below were attached for approval. Each School Advisory Council below was composed of the principal and an appropriately balanced number of teachers, education support employees, students, parents, and other business and community citizens who were representative of the ethnic, racial, and economic community served by the school. Students must serve on high school advisory councils and may serve on middle school advisory councils.

1. Beachland Elementary
2. Glendale Elementary
3. Pelican Island Elementary
4. Sebastian River High School
5. Storm Grove Middle School
6. Treasure Coast Elementary
7. Vero Beach High School

Superintendent recommended approval.

VIII. ACTION AGENDA

**A. Approval to Award RFP #2015-09 to Bill Bryant & Associates, Inc., for Construction Services for a New Portable at Wabasso School - Mr. Morrison**

A Request for Proposal (RFP) was promulgated to obtain a firm price for construction services for the required infrastructure of one portable classroom at Wabasso School. Scope of services to included was electrical, low voltage, water, sewer (lift station to be provided by owner), concrete sidewalk, aluminum canopy sidewalk cover, delayed access door hardware, sod, and temporary fencing. The portable classroom would be delivered and setup by Mobile Modular. The cost of this project was \$72,379. In addition, a 10% contingency will be reserved in the amount of \$7,237.90 and would only be used if directed by the District. The recommendation was for the award to Bill Bryant & Associates, Inc., as the best responsive and responsible bidder meeting specifications, terms, and conditions. Backup was attached. Superintendent recommended approval.

Chairman McCain called for a motion. Ms. Jiménez moved approval to award RFP #2015-09 to Bill Bryant & Associates, Inc., for construction services for a new portable at Wabasso School. Mrs. Simchick seconded the motion. Dr. Adams addressed Board questions. Mrs. D'Agresta stated that the five-year plan could be amended upon approval of this action. Board Members spoke to the motion and offered suggestions. With no further discussion, the Board voted unanimously in favor of the motion, with a 5-0 vote.

**B. Approval of Owner/Contractor Construction Agreement for Construction Services for New Classroom Portable at Wabasso School (SDIRC #2015-09) – Mr. Morrison**

Approval was recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Bill Bryant & Associates, Inc., for Construction Services for the New Classroom Portable at Wabasso School (SDIRC #2015-09) in the amount of \$79,616.90. The scope of work included infrastructure consisting of electrical, low voltage, water, sewer (lift station to be provided by owner), concrete sidewalk, aluminum canopy sidewalk cover, delayed access door hardware, sod, and temporary fencing to be provided for one portable classroom at Wabasso School. The contract amount consisted of the Contractor's Base Bid in the amount of \$72,379.00 and an owner added contingency in the amount of \$7,237.90, that included all construction costs associated with this project. The contract amount did not include engineering fees. Superintendent recommended approval.

Chairman McCain called for a motion. Ms. Jiménez moved approval of the Owner/Contractor Construction Agreement for Construction Services for New Classroom Portable at Wabasso School (SDIRC #2015-09). Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

**C. Approval of Photovoltaic for Schools Pilot Program Contracts – Mr. Morrison**

Approval was recommended for the Photovoltaic for Schools Pilot Program contract between Florida Power & Light Company and the School Board of Indian River County for Citrus Elementary, Dodgertown Elementary, Indian River Academy, and Vero Beach Elementary Schools. The Photovoltaic (PV) for Schools Pilot Program was designed to reduce energy consumption and growth of coincident peak demand, as well as to educate future generations on the practical application of a PV System by School Districts in FPL's territory to be used for renewable energy education curriculum. FPL would install, at no cost to the District, one (1) PV System at each of the following school sites:

- Citrus Elementary School
- Dodgertown Elementary School
- Indian River Academy
- Vero Beach Elementary School

FPL would perform certain operation and maintenance services on the System for the term of this Contract that was five (5) years from the System's Commercial Operation Date. After such time, FPL would donate the PV System to the District, who shall then be solely responsible for any on-going costs necessary to maintain and continuously operate the PV System at its location. Superintendent recommended approval.

Chairman McCain called for a motion. Mrs. Simchick moved approval of the Photovoltaic for Schools Pilot Program contracts. Mr. Frost seconded the motion. Mr. Morrison said that he would see if the District could bargain the green credits into the contract. Board Members spoke to the motion. The Board voted unanimously in favor of the motion with a 5-0 vote.

**Action D was addressed following the Consent Agenda:**

**D. Approval to Adopt School Board Resolution #2015-08 regarding Procedures for Opening Invocations at School Board Business Meetings – Mrs. Simchick**

Discuss and approve Resolution #2015-08. As directed, School District Attorney drafted for Board's approval a resolution addressing School Board Business Meetings Invocation Procedures. These procedures would be formalized in writing upon adoption. Superintendent recommended approval.

Citizen Input:

Dale Glading spoke on the Invocation policy.

Mrs. Simchick spoke to her item. Mr. Searcy moved approval to adopt School Board Resolution #2015-08 regarding procedures for opening invocations at School Board business meetings. Mrs. Simchick seconded the motion. Mrs. D'Agresta responded to questions and suggestions from the Board. Board Members were given an opportunity to speak to the motion.

The following information was to be inserted into the resolution to fill in the blanks as follows:

Page 5 of 9 under 6. Section 2. 6.a. - Insert the month of "March"

Page 6 of 9 under Section 2. 6.d. – Insert "on or about "January 16" of each calendar year...

Page 7 of 9 under e. – Insert Resolution #2015-08

Page 7 of 9 under g. – Insert "month of "March" by reasonable efforts of ...

Page 9 of 9 under #11 – Insert "Resolution #2015-08"

Mrs. Simchick moved to amend the motion to insert the above information into the blank lines within Resolution #2015-08. Mr. Searcy seconded the motion. Board Members spoke to the motion. Mr. Searcy called for the question.

Mrs. D'Agresta requested a clarification as to the two dates mentioned in the amendment under Section 2. Page 6, #6.a and Page 6 #.6.d. Mrs. Simchick and Mr. Searcy withdrew their motions to amend. Mrs. Simchick moved to amend the main motion to change the following blank line inserts:

Page 5 Section 2.6.a. - insert the month of "March"

Page 6 under Section 2.6.d. - insert the year "commencing in 2015

Page 6 under Section 2.6.d. - insert the date "shall send an invitation on or about June 1 of each calendar year.

Page 7 under e. – Insert Resolution #2015-08

Page 7 under g. – Insert "month of "March" by reasonable efforts of ...

Page 9 under #11 – Insert "Resolution #2015-08"

Mr. Searcy seconded the amendment to the main motion and it carried with a 4-1 vote. Mr. Searcy, Mrs. Simchick, Mr. Frost, and Chairman McCain voted in favor of the motion. Ms. Jiménez voted against the motion.

Chairman McCain called for a roll call vote by Miss Stang.

Mr. Frost	Yes
Mrs. Simchick	Yes
Ms. Jiménez	No
Mr. Searcy	Yes
Chairman McCain	Yes

The Board voted in favor of the amended main motion with a 4-1 vote.

**E. Approval of Amendment to Substitute and Miscellaneous Pay Salary Schedule – Mr. Fritz**

The current salary schedule denoted a daily rate of \$95.00 (hourly rate was \$12.6667 for 7.5 hours) for substitutes with a Bachelor’s Degree. In order to retain substitute teachers who were loyal to the School District and to incentivize acceptance of work, an adjustment to the approved rate was recommended for days worked beyond the 50<sup>th</sup> day. For instructional substitutes with Bachelor’s degree or above, who work or have worked 51+ days during the 2014-15 school year, the recommended daily rate was \$100.00 to be paid for days 51 and beyond. (Hourly rate of \$13.33 for 7.5 hours). Days worked on or after August 18, 2014, count towards the accrual of the first 50 days. The estimated cost for this adjustment was \$16,000. Superintendent recommended approval.

Chairman McCain called for a motion. Mr. Frost moved approval of the amendment to Substitute and Miscellaneous Pay Salary Schedule. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

**F. Approval to Accept Annual Operational Audit Report #2015-076 for Fiscal Year that Ended June 30, 2014 – Mr. Morrison**

The Annual Operational Audit Report for the fiscal year that ended on June 30, 2014, had been completed by the Auditor General, State of Florida. This report was to be filed as part of the public records of the Board, making mention of this fact in the minutes. Superintendent recommended approval.

Chairman McCain called for a motion. Ms. Jiménez moved approval to accept the Annual Operational Audit Report #2015-076 for fiscal year that ended June 30, 2014. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote. Dr. Adams said that the District’s Technical Center for Career and Adult Education were currently looking outside the box for opportunities to utilize the funds received from Workforce Development.

**G. Approval to Accept Comprehensive Annual Financial Report #2015-077 for Fiscal Year that Ended June 30, 2014 – Mr. Morrison**

The Comprehensive Annual Financial Report for the fiscal year that ended on June 30, 2014, had been completed. In addition, incorporated within the Comprehensive Annual Financial Report were the Financial and Federal Single Audit Reports that were completed by the Auditor General, State of Florida. This report was to be filed as part of the public records of the Board, making mention of this fact in the minutes. Superintendent recommended approval.

Chairman McCain called for a motion. Ms. Jiménez moved approval to accept the Comprehensive Annual Financial Report #2015-077 for Fiscal Year that ended June 30, 2014. Mr. Frost seconded the motion. Board Member spoke to the motion. The Board voted unanimously in favor of the motion with a 5-0 vote.

**IX. SUPERINTENDENT'S REPORT**

Dr. Adams acknowledged and appreciated the State's recognition of first responders. She extended her appreciation to local responders and School District's staff. Dr. Adams invited the public to join in the celebration of Vero Beach High Schools 10<sup>th</sup> Anniversary of its Performing Arts Center to be held on January 27. She visited the five finalists for the Employee of the Year. Dr. Adams announced that a gala event would be held on January 29 to recognized teachers and support staff. This event was open to family, friends, and the community. Dr. Adams congratulated Tyrone Perry from Sebastian River High School, who was honored by the Florida High School Athletic Association Hall of Fame Committee as the 2013-2014 Track and Field Coach of the Year. She also talked about the semester exams and that schools would be closed on Monday and reminded everyone that student would be off on Tuesday in addition to Monday.

**X. DISCUSSION**

**A. Superintendent Search Process**

Ms. Jiménez stated that the community was invited to give input regarding the Superintendent search at the January 27 business meeting. Up to one hour would be set aside with the time certain (starting time) at 6:10 p.m. Regular citizen input would follow.

**XI. SCHOOL BOARD MEMBER MATTERS – Chairman McCain**

Mr. Frost reported on his Economic Development Committee Meeting and the County Planning and Zoning Committee Meeting. He attended the Inclusion Event. Mr. Frost announced that he would have regular office hours for folks who want to stop by.



Mrs. Simchick reported on the Sebastian and Fellsmere Planning and Zoning Committee Meetings. She thanked staff for the huge amount of work on the Board policies and Student Progression Plan.

Ms. Jiménez reported on the Literacy Leaders Meeting. She ~~talked about~~ **thanked** the Vero Beach High School students' ~~initiative~~ **who built the little free libraries** to share books with the community ~~through the little green libraries~~. Ms. Jiménez also spoke of the initiative at ~~Vero Beach~~ **Beachland** Elementary School's Hour of Code and Beachland Elementary School's students being engaged during their computer room activities. She attended the Practical Nursing graduation. Ms. Jiménez spoke of the legislative rethinking high stakes testing. She also announced two screenings at the Emerson Center on Kindness and Hope Programs.

Mr. Searcy made a public apology to Ms. Jiménez regarding his comments at the December 9, 2014, meeting. He reported on the School Health Advisory Council Meeting and stated that the Value Adjustment Board Meeting was coming up in the near future.

XII. INFORMATION AGENDA

**A. Financial Reports for Months ending September 2014 -- Mr. Morrison**

Attached were the Financial Reports for the month ending September 2014.

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

Charter school financial statements were presented to the Board for information only. No approval of a charter school's financial 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 had 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.

XIII. SUPERINTENDENT'S CLOSING

No closing statement.

XIV. ADJOURNMENT – Chairman McCain

With no further business, the meeting adjourned at approximately 7:56 p.m.

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CONSENT AGENDA 1/27/15

**Personnel Recommendations**

1. Instructional Changes
2. Instructional Leaves  
Archer, Diane – Citrus, 1/5/15-1/20/15  
**Douglas, Yvonne – Storm Grove Middle, 2/2/15-3/13/15**  
**Gamez, Vivian – Liberty Magnet, 1/14/15-2/6/15**  
Hooks, Breannan – Citrus, 1/5/15-~~4/6/15~~1/20/15  
Lewis, Andrew – VBHS, 12/18/15-1/13/15  
**Thornton, Curtiss – VBHS, extend to 3/1/15-5/1/15**  
Vause, Amanda – SRMS, 1/5/15-2/12/15
3. Instructional Promotions
4. Instructional Transfers
5. Instructional Separations  
Burkhart, Kerry – Sebastian Elementary, resignation 12/20/14  
Clarke, Kristine – Rosewood Magnet, resignation 1/30/15  
Cullins, Felicia – VBE, resignation 1/30/15  
**Hooks, Breannan – Citrus, resignation 1/20/15**  
**Kerekes, Brian – SRHS, resignation 1/28/15**
6. Instructional Employment  
**Taylor, Alison – Glendale, 4<sup>th</sup> Grade Teacher 1/28/15**
7. Support Staff Changes
8. Support Staff Leaves  
**Bohannon, Cynthia – Fellsmere, 1/14/15-3/16/15**  
**Drisdom, Kayla – Transportation, 1/5/15-1/26/15**  
**Hubbard, Laura – Wabasso, 1/14/15-1/30/15**  
Morris, Richard – Transportation, 1/12/15-1/30/15  
San Martin, Tania – Pelican Island, 1/21/15-2/4/15  
Wilson, Megan – VBE, extend to 1/9/15-1/26/15
9. Support Staff Promotions  
**Frengel, Bryanna – Wabasso, from Food Service Worker to  
ESE Teacher Assistant 1/28/15**  
**Jones, Carole – from Beachland Computer Lab Manager to  
SRMS Educational Technology Specialist 2/4/15**  
**McCutchen, Angela – Transportation, from Driver  
Trainer/Safety Officer to Operations Manager 12/1/14**
10. Support Staff Transfers  
Carabajal, Cecilia – from Sebastian Elementary Student Monitor to  
Wabasso Teacher Assistant 1/12/15
11. Support Staff Separations  
**Croteau, Loren – Transportation, retirement 1/23/15**
12. Support Staff Employment

**Castle, Kenneth – Print Shop, Printer-Offset Press Operator  
1/28/15**

Davis, Leatha - Transportation, Bus Driver 1/28/15

Frazier, Early – Transportation, Bus Driver 1/28/15

**Kashary, Diana – FLC, Food Service Worker 1/28/15**

**Nieves, Julio – Sebastian Elementary, Custodian 1/28/15**

**Ochoa, Esther – Fellsmere, 4 hour Food Service Worker**

**1/28/15**

Oliver, James - Transportation, Bus Driver 1/28/15

**Taylor, Nicole – Dodgertown, Student Monitor 1/28/15**

13. Administrative Separations

14. Administrative Employment

15. Administrative Leaves

Browning, Kevin – Pelican Island, 1/9/15-1/23/15

16. Approval of Placement in Instructional Substitute Pool

**Griffiths, Kyle – Substitute Teacher 1/28/15**

**Jennings, Johnny – Substitute Teacher 1/28/15**

**Strickland, Dorothy – Substitute Teacher 1/28/15**

**Vanarsadall, Jason – Substitute Teacher 1/28/15**

**Wilkey, Jane – Substitute Teacher 1/28/15**

17. Approval of Placement in Support Staff Substitute Pool

**McCarthy, Mary Jo – Substitute Bus Driver 1/28/15**



# School District of Indian River County

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

Frances J. Adams, Ed.D. - Superintendent

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**TO:** Dr. Fran Adams, Superintendent  
School Board Members

**FROM:** Bill Fritz  
Asst. Supt. of Human Resources/Risk Management

Laurie Janssen-Silvia  
Certification Analyst

**DATE:** January 23, 2015

**SUBJECT:** Out-of-Field Report for Survey 3, February FTE Count 2014-2015

Attached are the *Course* and *ESOL Out-of-Field* reports and the *Not Highly Qualified* report for Survey 3, February FTE count. These reports reflect the teachers who are **projected** to be out-of-field or not highly qualified when the February FTE data is transmitted to the Florida Department of Education. The data reflects student schedules and teacher assignments as of Friday, January 16, 2015.

State Board Rule 6A-1.0503 requires that the School Board approve these teachers "*to be employed out-of-field in an area for which specific certification is otherwise required*" before the FTE count period. Also, parents must be notified when teachers are out-of-field or if they are not highly qualified.

There are several teachers listed who are waiting for their Temporary or Professional certificates to be issued by the Florida Department of Education. These teachers may be in-field and highly qualified by the actual FTE *date certain* which is February 12, 2015.

If you have any questions concerning these reports, please contact either of us.

"Educate and inspire every student to be successful"

Shawn R. Frost  
District 1

• Dale Simchick  
District 2

• Matthew McCain  
District 3

• Charles G. Searcy  
District 4

• Claudia Jiménez  
District 5

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

**Out-of-Field COURSE, ESOL and Not Highly Qualified Status Summary Report  
Projected 2014-2015 Semester 2**

Report Based on TERMS Data as of: 10:25 AM, 1/16/2015

Facility	Data	Total
ALTERNATIVE CENTER FOR EDU.	Sum of CRSE Teachers Out	0
	Sum of ESOL Teachers Out	0
	Sum of Not Highly Qualified	0
BEACHLAND ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	0
	Sum of ESOL Teachers Out	2
	Sum of Not Highly Qualified	0
CITRUS ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	2
	Sum of ESOL Teachers Out	7
	Sum of Not Highly Qualified	2
DODGERTOWN ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	1
	Sum of ESOL Teachers Out	5
	Sum of Not Highly Qualified	1
FELLSMERE ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	2
	Sum of ESOL Teachers Out	11
	Sum of Not Highly Qualified	2
GIFFORD MIDDLE SCHOOL	Sum of CRSE Teachers Out	4
	Sum of ESOL Teachers Out	8
	Sum of Not Highly Qualified	4
GLENDALE ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	1
	Sum of ESOL Teachers Out	4
	Sum of Not Highly Qualified	1
IMAGINE SCHOOLS OF SOUTH VERO	Sum of CRSE Teachers Out	1
	Sum of ESOL Teachers Out	11
	Sum of Not Highly Qualified	1
INDIAN RIVER ACADEMY	Sum of CRSE Teachers Out	3
	Sum of ESOL Teachers Out	12
	Sum of Not Highly Qualified	3
INDIAN RIVER CHARTER HIGH SCHL	Sum of CRSE Teachers Out	4
	Sum of ESOL Teachers Out	10
	Sum of Not Highly Qualified	2
LIBERTY MAGNET SCHOOL	Sum of CRSE Teachers Out	0
	Sum of ESOL Teachers Out	4
	Sum of Not Highly Qualified	0
NORTH COUNTY CHARTER SCHOOL	Sum of CRSE Teachers Out	0
	Sum of ESOL Teachers Out	1
	Sum of Not Highly Qualified	0
OSCEOLA MAGNET SCHOOL	Sum of CRSE Teachers Out	0
	Sum of ESOL Teachers Out	3
	Sum of Not Highly Qualified	0
OSLO MIDDLE SCHOOL	Sum of CRSE Teachers Out	5
	Sum of ESOL Teachers Out	4
	Sum of Not Highly Qualified	5

**Out-of-Field COURSE, ESOL and Not Highly Qualified Status Summary Report  
Projected 2014-2015 Semester 2**

Report Based on TERMS Data as of: 10:25 AM, 1/16/2015

PELICAN ISLAND ELEMENTARY SCHL	Sum of CRSE Teachers Out	0
	Sum of ESOL Teachers Out	2
	Sum of Not Highly Qualified	0
ROSEWOOD MAGNET SCHOOL	Sum of CRSE Teachers Out	0
	Sum of ESOL Teachers Out	1
	Sum of Not Highly Qualified	0
SEBASTIAN CHARTER JR HIGH	Sum of CRSE Teachers Out	3
	Sum of ESOL Teachers Out	6
	Sum of Not Highly Qualified	3
SEBASTIAN ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	1
	Sum of ESOL Teachers Out	3
	Sum of Not Highly Qualified	1
SEBASTIAN RIVER HIGH SCHOOL	Sum of CRSE Teachers Out	9
	Sum of ESOL Teachers Out	8
	Sum of Not Highly Qualified	8
SEBASTIAN RIVER MIDDLE SCHOOL	Sum of CRSE Teachers Out	4
	Sum of ESOL Teachers Out	3
	Sum of Not Highly Qualified	4
ST. PETER'S ACADEMY	Sum of CRSE Teachers Out	0
	Sum of ESOL Teachers Out	0
	Sum of Not Highly Qualified	0
STORM GROVE MIDDLE SCHOOL	Sum of CRSE Teachers Out	2
	Sum of ESOL Teachers Out	9
	Sum of Not Highly Qualified	1
TREASURE COAST ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	1
	Sum of ESOL Teachers Out	6
	Sum of Not Highly Qualified	1
VERO BEACH ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	1
	Sum of ESOL Teachers Out	4
	Sum of Not Highly Qualified	1
VERO BEACH HIGH SCHOOL	Sum of CRSE Teachers Out	2
	Sum of ESOL Teachers Out	9
	Sum of Not Highly Qualified	1
WABASSO SCHOOL	Sum of CRSE Teachers Out	2
	Sum of ESOL Teachers Out	0
	Sum of Not Highly Qualified	1
Total Sum of CRSE Teachers Out		48
Total Sum of ESOL Teachers Out		133
Total Sum of Not Highly Qualified		42

**Projected Teachers Out of Field for Courses  
Semester 2 2014-2015**

1/23/2015 4:30 PM

Report Based on TERMS Data as of: 10:25 AM, 01/16/2015

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School Name	Last Name	First Name	Course Number	Course Title
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	7710012	ACCESS LANG ART - 1
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	7710012	ACCESS LANG ART - 1
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	7710014	ACCESS LANG ART - 3
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	7710014	ACCESS LANG ART - 3
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	7710015	ACCESS LANG ART - 4
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	7710015	ACCESS LANG ART - 4
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	7712040	ACCESS MATH GRADE 3
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	7712050	ACCESS MATH GRADE 4
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	7712060	ACCESS MATH GRADE 5
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	7720040	ACCESS SCI GRADE 3
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	7720050	ACCESS SCI GRADE 4
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	7720060	ACCESS SCI GRADE 5
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	7721012	ACCESS SOC ST - 1
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	7721012	ACCESS SOC ST - 1
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	7721014	ACCESS SOC ST - 3
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	7721014	ACCESS SOC ST - 3
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	7721015	ACCESS SOC ST - 4
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	7721015	ACCESS SOC ST - 4
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	5002000	CPTRS TECHNOLOGY
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	5015050	PHYS ED E
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	5015060	PHYS ED E
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	5015070	PHYS ED E
CITRUS ELEMENTARY SCHOOL	PARRA	NICOLLETTE	5002000	CPTRS TECHNOLOGY
CITRUS ELEMENTARY SCHOOL	PARRA	NICOLLETTE	5010045	Language Arts 4
CITRUS ELEMENTARY SCHOOL	PARRA	NICOLLETTE	5010046	Language Arts 5
CITRUS ELEMENTARY SCHOOL	PARRA	NICOLLETTE	5015060	PHYS ED E
CITRUS ELEMENTARY SCHOOL	PARRA	NICOLLETTE	5021060	SOC STUDIES 4
CITRUS ELEMENTARY SCHOOL	PARRA	NICOLLETTE	5021070	SOC STUDIES 5
DODGERTOWN ELEMENTARY SCHOOL	HAMILTON	CASEY	5010044	Language Arts 3
DODGERTOWN ELEMENTARY SCHOOL	HAMILTON	CASEY	5010045	Language Arts 4
DODGERTOWN ELEMENTARY SCHOOL	HAMILTON	CASEY	5010046	Language Arts 5
DODGERTOWN ELEMENTARY SCHOOL	HAMILTON	CASEY	5012070	MATH GRADE FIVE
DODGERTOWN ELEMENTARY SCHOOL	HAMILTON	CASEY	5012060	MATH GRADE FOUR
DODGERTOWN ELEMENTARY SCHOOL	HAMILTON	CASEY	5012050	MATH GRADE THREE
DODGERTOWN ELEMENTARY SCHOOL	HAMILTON	CASEY	5020050	SCI E
DODGERTOWN ELEMENTARY SCHOOL	HAMILTON	CASEY	5021060	SOC STUDIES 4
FELLSMERE ELEMENTARY SCHOOL	NEELY	LAUREN	5010042	Language Arts 1
FELLSMERE ELEMENTARY SCHOOL	NEELY	LAUREN	5010043	Language Arts 2
FELLSMERE ELEMENTARY SCHOOL	NEELY	LAUREN	5010046	Language Arts 5
FELLSMERE ELEMENTARY SCHOOL	NEELY	LAUREN	5012070	MATH GRADE FIVE
FELLSMERE ELEMENTARY SCHOOL	NEELY	LAUREN	5012060	MATH GRADE FOUR
FELLSMERE ELEMENTARY SCHOOL	NEELY	LAUREN	5012030	MATH GRADE ONE
FELLSMERE ELEMENTARY SCHOOL	SHEEHAN	ALYSSA	5010044	Language Arts 3
FELLSMERE ELEMENTARY SCHOOL	SHEEHAN	ALYSSA	5010045	Language Arts 4
FELLSMERE ELEMENTARY SCHOOL	SHEEHAN	ALYSSA	5010041	Language Arts K
FELLSMERE ELEMENTARY SCHOOL	SHEEHAN	ALYSSA	5012070	MATH GRADE FIVE
FELLSMERE ELEMENTARY SCHOOL	SHEEHAN	ALYSSA	5012060	MATH GRADE FOUR
FELLSMERE ELEMENTARY SCHOOL	SHEEHAN	ALYSSA	5012020	MATH GRADE K



**Projected Teachers Out of Field for Courses  
Semester 2 2014-2015**

1/23/2015 4:30 PM

Report Based on TERMS Data as of: 10:25 AM, 01/16/2015

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School Name	Last Name	First Name	Course Number	Course Title
FELLSMERE ELEMENTARY SCHOOL	SHEEHAN	ALYSSA	5012050	MATH GRADE THREE
FELLSMERE ELEMENTARY SCHOOL	SHEEHAN	ALYSSA	5012040	MATH GRADE TWO
GIFFORD MIDDLE SCHOOL	KNIGHT	ROBERT	2002070	M/J COMP SCI 2
GIFFORD MIDDLE SCHOOL	KNIGHT	ROBERT	2002100	M/J COMP SCI 3
GIFFORD MIDDLE SCHOOL	KNIGHT	ROBERT	2002100	M/J COMPRE SCI 3
GIFFORD MIDDLE SCHOOL	KNIGHT	ROBERT	1205040	M/J MATH 2
GIFFORD MIDDLE SCHOOL	TAYLOR	CAROL	1000010	M/J INTENS READ (DB)
GIFFORD MIDDLE SCHOOL	VANHEST	BETTY	7855040	ADV ACAD: 6-8 LANG A
GIFFORD MIDDLE SCHOOL	VILARDI	REBECCA	1000010	M/J INTENS READ (DB)
GLENDALE ELEMENTARY SCHOOL	BROOKER	ROBERT	5010045	Language Arts 4
GLENDALE ELEMENTARY SCHOOL	BROOKER	ROBERT	5010046	Language Arts 5
GLENDALE ELEMENTARY SCHOOL	BROOKER	ROBERT	5021060	SOC STUDIES 4
Imagine Schools at South Vero	DARLING	MEGAN	5010045	Language Arts 4
Imagine Schools at South Vero	DARLING	MEGAN	5012060	MATH GRADE FOUR
Imagine Schools at South Vero	DARLING	MEGAN	5020050	SCI E
Imagine Schools at South Vero	DARLING	MEGAN	5021060	SOC STUDIES 4
INDIAN RIVER ACADEMY	HAMILTON	KAYLA	5010030	COMM
INDIAN RIVER ACADEMY	HAMILTON	KAYLA	5002000	CPTRS TECHNOLOGY
INDIAN RIVER ACADEMY	HAMILTON	KAYLA	5010043	Language Arts 2
INDIAN RIVER ACADEMY	HAMILTON	KAYLA	5012040	MATH GRADE TWO
INDIAN RIVER ACADEMY	HAMILTON	KAYLA	5015040	PHYS ED E
INDIAN RIVER ACADEMY	HAMILTON	KAYLA	5020030	SCIENCE E
INDIAN RIVER ACADEMY	HAMILTON	KAYLA	5021040	SOCIAL STUDIES 2
INDIAN RIVER ACADEMY	HOLLINGER	BRETT	5002000	CPTRS TECHNOLOGY
INDIAN RIVER ACADEMY	HOLLINGER	BRETT	5015060	PHYS ED E
INDIAN RIVER ACADEMY	HOLLINGER	BRETT	5015070	PHYS ED E
INDIAN RIVER ACADEMY	HOLLINGER	BRETT	5010045	Language Arts 4
INDIAN RIVER ACADEMY	HOLLINGER	BRETT	5010046	Language Arts 5
INDIAN RIVER ACADEMY	HOLLINGER	BRETT	5012070	MATH GRADE FIVE
INDIAN RIVER ACADEMY	HOLLINGER	BRETT	5012060	MATH GRADE FOUR
INDIAN RIVER ACADEMY	HOLLINGER	BRETT	5020050	SCIENCE E
INDIAN RIVER ACADEMY	HOLLINGER	BRETT	5020060	SCIENCE E
INDIAN RIVER ACADEMY	HOLLINGER	BRETT	5021060	SOCIAL STUDIES 4
INDIAN RIVER ACADEMY	HOLLINGER	BRETT	5021070	SOCIAL STUDIES 5
INDIAN RIVER ACADEMY	SCHOFIELD	RICHARD	5010045	Language Arts 4
INDIAN RIVER ACADEMY	SCHOFIELD	RICHARD	5012060	MATH GRADE FOUR
INDIAN RIVER ACADEMY	SCHOFIELD	RICHARD	5020050	SCIENCE E
INDIAN RIVER ACADEMY	SCHOFIELD	RICHARD	5021060	SOCIAL STUDIES 4
INDIAN RIVER CHARTER HIGH SCHL	KELLY	JESSICA	1200400	INTENSIVE MATH
INDIAN RIVER CHARTER HIGH SCHL	MONTUORO	EVANTHIA	7963130	UNIQUE SKILLS
INDIAN RIVER CHARTER HIGH SCHL	PINE	JON	8718010	CMCL ART 1 YB ATTEND
INDIAN RIVER CHARTER HIGH SCHL	PINE	JON	8718010	CMCL ART 1 YEARBOOK
INDIAN RIVER CHARTER HIGH SCHL	PINE	JON	8718020	CMCL ART TECH 2
INDIAN RIVER CHARTER HIGH SCHL	PINE	JON	0107410	FILM 1
INDIAN RIVER CHARTER HIGH SCHL	PINE	JON	0107420	FILM 2
INDIAN RIVER CHARTER HIGH SCHL	THULL	KURT	1504410	GOLF 2
INDIAN RIVER CHARTER HIGH SCHL	THULL	KURT	1504410	INTER GOLF
OSLO MIDDLE SCHOOL	DI SISTO	KEREN	1200370	ALG 1-A

**Projected Teachers Out of Field for Courses  
Semester 2 2014-2015**

1/23/2015 4:30 PM

Report Based on TERMS Data as of: 10:25 AM, 01/16/2015

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School Name	Last Name	First Name	Course Number	Course Title
OSLO MIDDLE SCHOOL	KEHOE	SUSAN	1008070	M/J READ 3
OSLO MIDDLE SCHOOL	KEHOE	SUSAN	1000010	M/J READING - R2
OSLO MIDDLE SCHOOL	ROUX	JOANNA	1008020	M/J READ 1 ADV
OSLO MIDDLE SCHOOL	SANFORD	DOROTHEA	1200370	ALG 1-A
OSLO MIDDLE SCHOOL	SANFORD	DOROTHEA	1001040	M/J LANG ARTS 2
OSLO MIDDLE SCHOOL	SANFORD	DOROTHEA	1001070	M/J LANG ARTS 3
OSLO MIDDLE SCHOOL	SANFORD	DOROTHEA	1205040	M/J MATH 2
OSLO MIDDLE SCHOOL	WILLIAMS	ANDREA	1000010	M/J RDG - INTENSIVE
OSLO MIDDLE SCHOOL	WILLIAMS	ANDREA	1008040	M/J READ 2
SEBASTIAN CHARTER JR HIGH	BOYD	SUSAN	1000010	M/J INTENS READ (MC)
SEBASTIAN CHARTER JR HIGH	BOYD	SUSAN	1008010	M/J READ 1
SEBASTIAN CHARTER JR HIGH	BOYD	SUSAN	1008070	M/J READ 3
SEBASTIAN CHARTER JR HIGH	CLARK	GREGORY	0500020	M/J PERS CAR SCH 3
SEBASTIAN CHARTER JR HIGH	CLARK	GREGORY	2100010	M/J US HISTORY
SEBASTIAN CHARTER JR HIGH	CLARK	GREGORY	2100020	M/J US HISTORY ADV
SEBASTIAN CHARTER JR HIGH	EVANS	ALEXANDRA	1000010	M/J INTENS READ (MC)
SEBASTIAN CHARTER JR HIGH	EVANS	ALEXANDRA	1001040	M/J LANG ARTS 2
SEBASTIAN CHARTER JR HIGH	EVANS	ALEXANDRA	1001050	M/J LANG ARTS 2 ADV
SEBASTIAN CHARTER JR HIGH	EVANS	ALEXANDRA	1008040	M/J READ 2
SEBASTIAN ELEMENTARY SCHOOL	BOGGAN	TREVA	5020050	SCIENCE GRADE FIVE
SEBASTIAN RIVER HIGH SCHOOL	ALBERT	BRENT	1000410	INT READ ACT/SAT
SEBASTIAN RIVER HIGH SCHOOL	ALBERT	BRENT	1000410	INTEN READ 10/1
SEBASTIAN RIVER HIGH SCHOOL	AVILA	MARILYN	1200700	MATH COLL READINESS
SEBASTIAN RIVER HIGH SCHOOL	EDGECOMBE	CHRISTOPHER	1207310	LIB ARTS MATH 2
SEBASTIAN RIVER HIGH SCHOOL	FRIERSON	DAVID	2001310	ERTH/SPA SCI
SEBASTIAN RIVER HIGH SCHOOL	LOCUSON	REBECCA	1002300	ENG 1 ESOL
SEBASTIAN RIVER HIGH SCHOOL	MITCHELL	ALBERT	2003385	PHYS 1 CR
SEBASTIAN RIVER HIGH SCHOOL	OMANS	JANE	1002320	ENG 3 ESOL
SEBASTIAN RIVER HIGH SCHOOL	ROULEAU	SUSAN	1002380	ESOL DEV LA
SEBASTIAN RIVER HIGH SCHOOL	SKINDEL	ADAM	2003340	CHEM 1
SEBASTIAN RIVER MIDDLE SCHOOL	CAMPIONE	FRANK	1001010	M/J LANG ARTS 1
SEBASTIAN RIVER MIDDLE SCHOOL	CAMPIONE	FRANK	1001040	M/J LANG ARTS 2
SEBASTIAN RIVER MIDDLE SCHOOL	CAMPIONE	FRANK	1001070	M/J LANG ARTS 3
SEBASTIAN RIVER MIDDLE SCHOOL	POHL	JEREMY	1001050	M/J LANG ARTS 2, ADV
SEBASTIAN RIVER MIDDLE SCHOOL	POHL	JEREMY	1008050	M/J READ 2 ADV
SEBASTIAN RIVER MIDDLE SCHOOL	WORTH	RONALD	2002070	M/J COMP SCI 2
SEBASTIAN RIVER MIDDLE SCHOOL	WORTH	RONALD	2002100	M/J COMP SCI 3
SEBASTIAN RIVER MIDDLE SCHOOL	ZEPKE	JUDITH	1000010	M/J INTENS READ (MC)
SEBASTIAN RIVER MIDDLE SCHOOL	ZEPKE	JUDITH	1001070	M/J LANG ARTS 3
SEBASTIAN RIVER MIDDLE SCHOOL	ZEPKE	JUDITH	1008010	M/J READ 1
STORM GROVE MIDDLE SCHOOL	BOLITHO	WESLEY	7866040	LANG THRPY: 6-8
STORM GROVE MIDDLE SCHOOL	BOLITHO	WESLEY	7866030	SPEECH THRPY: 6-8
STORM GROVE MIDDLE SCHOOL	ROSS	LUGENE	2002070	M/J COMPRE SCI 2
TREASURE COAST ELEMENTARY SCHL	VOGEL	DAPHNA	5012070	MATH GRADE FIVE
TREASURE COAST ELEMENTARY SCHL	VOGEL	DAPHNA	5012060	MATH GRADE FOUR
VERO BEACH ELEMENTARY SCHOOL	BECHTEL	MELANIE	5010045	Language Arts 4
VERO BEACH ELEMENTARY SCHOOL	BECHTEL	MELANIE	5010046	Language Arts 5
VERO BEACH ELEMENTARY SCHOOL	BECHTEL	MELANIE	5012070	MATH GRADE FIVE

**Projected Teachers Out of Field for Courses  
Semester 2 2014-2015**

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School Name	Last Name	First Name	Course Number	Course Title
VERO BEACH ELEMENTARY SCHOOL	BECHTEL	MELANIE	5012060	MATH GRADE FOUR
VERO BEACH ELEMENTARY SCHOOL	BECHTEL	MELANIE	5015060	PHYS ED E
VERO BEACH ELEMENTARY SCHOOL	BECHTEL	MELANIE	5015070	PHYS ED E
VERO BEACH ELEMENTARY SCHOOL	BECHTEL	MELANIE	5020050	SCI E
VERO BEACH ELEMENTARY SCHOOL	BECHTEL	MELANIE	5020060	SCI E
VERO BEACH ELEMENTARY SCHOOL	BECHTEL	MELANIE	5021060	SOC STUDIES 4
VERO BEACH ELEMENTARY SCHOOL	BECHTEL	MELANIE	5021070	SOC STUDIES 5
VERO BEACH HIGH SCHOOL	ADAMS	THOMAS	0100300	ADV PL ART HIST
VERO BEACH HIGH SCHOOL	BOLITHO	WESLEY	7966040	LANG THERAPY
VERO BEACH HIGH SCHOOL	BOLITHO	WESLEY	7966030	SPCH THERAPY
WABASSO SCHOOL	MCFARLANE	TARA	7963130	UNIQUE SKILLS 9-12
WABASSO SCHOOL	ROWE	KELLEY	2100010	M/J US HIST

**Projected Teachers Out of Field (OOF) or  
Out-Of-Compliance (OOC) for ESOL Courses  
Semester 2 2014-2015**

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Report Based on TERMS Data as of: 10:25 AM, 01/16/2015

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School Name	Last Name	First Name	Course #	Course Title
BEACHLAND ELEMENTARY SCHOOL	BYERS	SUMMER	5010044	ESOL END/CERT REQUIRED
BEACHLAND ELEMENTARY SCHOOL	JOHNSON	ALISA	5021030	ESOL END/CERT REQUIRED
CITRUS ELEMENTARY SCHOOL	DUNDERDALE	MICHELLE	5012050	MATH GRADE THREE
CITRUS ELEMENTARY SCHOOL	DUNDERDALE	MICHELLE	5020040	SCI E
CITRUS ELEMENTARY SCHOOL	ELLIS	KATHERINE	5010044	ESOL END/CERT REQUIRED
CITRUS ELEMENTARY SCHOOL	HOOKS	BREANNAN	5012020	MATH GRADE K
CITRUS ELEMENTARY SCHOOL	HOOKS	BREANNAN	5012030	MATH GRADE ONE
CITRUS ELEMENTARY SCHOOL	HOOKS	BREANNAN	5020010	SCI E
CITRUS ELEMENTARY SCHOOL	HOOKS	BREANNAN	5020020	SCI E
CITRUS ELEMENTARY SCHOOL	KNAPP	DIANNE	5010041	ESOL END/CERT REQUIRED
CITRUS ELEMENTARY SCHOOL	MCLAUGHLIN	JASON	5010045	ESOL END/CERT REQUIRED
CITRUS ELEMENTARY SCHOOL	MCVEE	KRISTEN	5010042	ESOL END/CERT REQUIRED
CITRUS ELEMENTARY SCHOOL	PARRA	NICOLLETTE	5010046	ESOL END/CERT REQUIRED
DODGERTOWN ELEMENTARY SCHOOL	BOLLING	KERRI	5010041	ESOL END/CERT REQUIRED
DODGERTOWN ELEMENTARY SCHOOL	HAMILTON	CASEY	5010044	ESOL END/CERT REQUIRED
DODGERTOWN ELEMENTARY SCHOOL	MORGAN	CRYSTAL	5010044	ESOL END/CERT REQUIRED
DODGERTOWN ELEMENTARY SCHOOL	MULLIGAN	AIDAN	5010043	ESOL END/CERT REQUIRED
DODGERTOWN ELEMENTARY SCHOOL	WOOD	KATHLEEN	5010044	ESOL END/CERT REQUIRED
FELLSMERE ELEMENTARY SCHOOL	CARLSEN	TIFFANY	5010045	ESOL END/CERT REQUIRED
FELLSMERE ELEMENTARY SCHOOL	CUMMINGS	CHRISTOPHER	5010044	ESOL END/CERT REQUIRED
FELLSMERE ELEMENTARY SCHOOL	DIMATTEO	EMILY	5015020	PHYS ED E
FELLSMERE ELEMENTARY SCHOOL	FRAGA	SABRINA	5010042	ESOL END/CERT REQUIRED
FELLSMERE ELEMENTARY SCHOOL	GILLEN	SHANNON	5015020	PHYS ED E
FELLSMERE ELEMENTARY SCHOOL	HABER	EDWARD	5010046	ESOL END/CERT REQUIRED
FELLSMERE ELEMENTARY SCHOOL	MARSIGLIA	LILLIAN	5010042	ESOL END/CERT REQUIRED
FELLSMERE ELEMENTARY SCHOOL	OLSON	JULIE	5010045	ESOL END/CERT REQUIRED
FELLSMERE ELEMENTARY SCHOOL	WHITNEY	CRYSTAL	5010044	ESOL END/CERT REQUIRED
FELLSMERE ELEMENTARY SCHOOL	WOODS	FAITH	5010044	ESOL END/CERT REQUIRED
FELLSMERE ELEMENTARY SCHOOL	ZENDEJAS	ALEJANDRA	5010041	ESOL END/CERT REQUIRED
GIFFORD MIDDLE SCHOOL	ALEXANDER	JAMES	0600000	M/J EXP WHEEL 1 MUS
GIFFORD MIDDLE SCHOOL	HISER	PATRICK	2002070	M/J COMPRE SCI 2
GIFFORD MIDDLE SCHOOL	KASTNER	AMANDA	1302020	M/J BAND 3 SYMPHONIC
GIFFORD MIDDLE SCHOOL	KNIGHT	KRISTEN	1000010	M/J INTENS READ (DB)
GIFFORD MIDDLE SCHOOL	KRAMEK	HOPE	1205040	M/J MATH 2
GIFFORD MIDDLE SCHOOL	MARTIN	MICHAEL	2100015	M/J US HIST&CAR PLAN
GIFFORD MIDDLE SCHOOL	ROBB	JILL	1205010	M/J MATH 1
GIFFORD MIDDLE SCHOOL	ROBB	JILL	1205070	M/J PRE-ALG
GIFFORD MIDDLE SCHOOL	TAYLOR	CAROL	1000010	M/J INTENS READ (DB)
GLENDALE ELEMENTARY SCHOOL	BROOKER	ROBERT	5010045	ESOL END/CERT REQUIRED
GLENDALE ELEMENTARY SCHOOL	COREY	JENNIFER	5010044	ESOL END/CERT REQUIRED
GLENDALE ELEMENTARY SCHOOL	SHUTES	SARAH	5010043	ESOL END/CERT REQUIRED
GLENDALE ELEMENTARY SCHOOL	SMITH	LISA	5010041	ESOL END/CERT REQUIRED
Imagine Schools at South Vero	ASSELIN	RHONDA	1001040	M/J LANG ARTS 2
Imagine Schools at South Vero	BORTOLOTTI	TERRI	5010046	ESOL END/CERT REQUIRED
Imagine Schools at South Vero	FALKIEWICZ	ELIZABETH	5010042	ESOL END/CERT REQUIRED
Imagine Schools at South Vero	GILES	KELSEY	1001010	M/J LANG ARTS 1
Imagine Schools at South Vero	GILLESPIE	ASHLEY	1205040	M/J MATH 2
Imagine Schools at South Vero	NOVELLI	LISA	1000010	M/J INTENS READ (MC)
Imagine Schools at South Vero	PUTTICK	EMMA	5010043	ESOL END/CERT REQUIRED

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**Projected Teachers Out of Field (OOF) or  
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School Name	Last Name	First Name	Course #	Course Title
Imagine Schools at South Vero	SABATINO	DANIEL	5002000	CPTRS TECHNOLOGY
Imagine Schools at South Vero	SPAGNUOLO	BETHANY	0100060	M/J INTRO ART HIST
Imagine Schools at South Vero	TRAX	ELIZABETH	5010046	ESOL END/CERT REQUIRED
Imagine Schools at South Vero	WILEY	DEANNA	2002070	M/J COMPRE SCI 2
INDIAN RIVER ACADEMY	BLUM	MELISSA	5010043	ESOL END/CERT REQUIRED
INDIAN RIVER ACADEMY	GENTLE	DEIDRE	5010044	ESOL END/CERT REQUIRED
INDIAN RIVER ACADEMY	GUESS	CHAD	5013010	MUSIC GEN E
INDIAN RIVER ACADEMY	HAMILTON	KAYLA	5010043	ESOL END/CERT REQUIRED
INDIAN RIVER ACADEMY	HOLLINGER	BRETT	5010046	ESOL END/CERT REQUIRED
INDIAN RIVER ACADEMY	MASHBURN	EMILY	5010046	ESOL END/CERT REQUIRED
INDIAN RIVER ACADEMY	PHILLIPS	JACLYN	5010041	ESOL END/CERT REQUIRED
INDIAN RIVER ACADEMY	RIGGINS	CURTIS	5015020	PHYS ED E
INDIAN RIVER ACADEMY	SCHOFIELD	RICHARD	5010045	ESOL END/CERT REQUIRED
INDIAN RIVER ACADEMY	STRATE	DUSTIN	5010046	ESOL END/CERT REQUIRED
INDIAN RIVER ACADEMY	SUMNER	KRISTI	5010045	ESOL END/CERT REQUIRED
INDIAN RIVER ACADEMY	ZEPPA	LAUREN	5010046	ESOL END/CERT REQUIRED
INDIAN RIVER CHARTER HIGH SCHL	BAYOUTH	NEISET	2106310	US GOVERNMENT
INDIAN RIVER CHARTER HIGH SCHL	KAFFER	LORI	1200380	ALG 1-B YEARLY
INDIAN RIVER CHARTER HIGH SCHL	KELLY	JESSICA	1200400	INTENSIVE MATH
INDIAN RIVER CHARTER HIGH SCHL	KOPP	ANTHONY	0101300	ART/2-D COMP I
INDIAN RIVER CHARTER HIGH SCHL	LUGAR	COLLEEN	3026010	HOPE
INDIAN RIVER CHARTER HIGH SCHL	MCCANDLESS	BRIAN	1503360	TEAM SPORTS II
INDIAN RIVER CHARTER HIGH SCHL	PURKHURSAN	HIDAYATUL	0300340	BALLET I
INDIAN RIVER CHARTER HIGH SCHL	ROGERS	MEGHAN	1001310	ENGLISH I
INDIAN RIVER CHARTER HIGH SCHL	TANG	LIMING	0104340	DRAW 1
INDIAN RIVER CHARTER HIGH SCHL	TANG	LIMING	0104340	DRAW I
INDIAN RIVER CHARTER HIGH SCHL	WILLIAMS	COURTNEY	1200700	Math Coll. Readiness
LIBERTY MAGNET SCHOOL	DENNISTON	LINDSEY	5010044	ESOL END/CERT REQUIRED
LIBERTY MAGNET SCHOOL	HURLEY	TERRI	5010041	ESOL END/CERT REQUIRED
LIBERTY MAGNET SCHOOL	MORROW	KIMBERLY	5010041	ESOL END/CERT REQUIRED
LIBERTY MAGNET SCHOOL	STALLINGS	JESSICA	5010043	ESOL END/CERT REQUIRED
NORTH COUNTY CHARTER SCHOOL	FLINN	AMY	5010041	ESOL END/CERT REQUIRED
OSCEOLA MAGNET SCHOOL	DEL TUFO	AMBER	5010046	ESOL END/CERT REQUIRED
OSCEOLA MAGNET SCHOOL	MASHIOTTA	BRENDA	5010042	ESOL END/CERT REQUIRED
OSCEOLA MAGNET SCHOOL	RHUE	JULIE	5010045	ESOL END/CERT REQUIRED
OSLO MIDDLE SCHOOL	BROWN	MICHELLE	1302020	M/J WIND SYMPHONY
OSLO MIDDLE SCHOOL	DI SISTO	KEREN	1001040	M/J LANG ARTS 2
OSLO MIDDLE SCHOOL	FALCONE	ROBIN	1001010	M/J LANG ARTS 1
OSLO MIDDLE SCHOOL	MAYS-CUCCI	GLORIA	1000010	M/J READING - R2
PELICAN ISLAND ELEMENTARY SCHL	KIRK	JESSICA	5010041	ESOL END/CERT REQUIRED
PELICAN ISLAND ELEMENTARY SCHL	LEE-LOVELAI	AMY	7763030	SPEECH THRPHY: PK-5
ROSEWOOD MAGNET SCHOOL	ERN	NATALIE	5010043	ESOL END/CERT REQUIRED
SEBASTIAN CHARTER JR HIGH	BOYD	SUSAN	1000010	M/J INTENS READ (MC)
SEBASTIAN CHARTER JR HIGH	BOYD	SUSAN	1008010	M/J READ 1
SEBASTIAN CHARTER JR HIGH	BROOKER	RUTH	2000010	M/J LIF SC
SEBASTIAN CHARTER JR HIGH	EVANS	ALEXANDRA	1000010	M/J INTENS READ (MC)
SEBASTIAN CHARTER JR HIGH	EVANS	ALEXANDRA	1001040	M/J LANG ARTS 2
SEBASTIAN CHARTER JR HIGH	EVANS	ALEXANDRA	1008040	M/J READ 2
SEBASTIAN CHARTER JR HIGH	FORBES	YOLANDA	1001010	M/J LANG ARTS 1

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School Name	Last Name	First Name	Course #	Course Title
SEBASTIAN CHARTER JR HIGH	INGUI	WILLIAM	2106010	M/J CIVICS
SEBASTIAN CHARTER JR HIGH	PALMER	LYNN	1205010	M/J MATH 1
SEBASTIAN ELEMENTARY SCHOOL	GIBBS	CYNTHIA	5010045	ESOL END/CERT REQUIRED
SEBASTIAN ELEMENTARY SCHOOL	REEVES	PAMELA	5010044	ESOL END/CERT REQUIRED
SEBASTIAN ELEMENTARY SCHOOL	VEGA - RODR	SUHEIL	5010042	ESOL END/CERT REQUIRED
SEBASTIAN RIVER HIGH SCHOOL	HOWDER	CELESTE	1000410	INTEN READ 9/1
SEBASTIAN RIVER HIGH SCHOOL	HOWDER	CELESTE	1000410	INTEN READ 9/2
SEBASTIAN RIVER HIGH SCHOOL	LOCUSON	REBECCA	1001310	ENG 1
SEBASTIAN RIVER HIGH SCHOOL	LOCUSON	REBECCA	1002300	ENG 1 ESOL
SEBASTIAN RIVER HIGH SCHOOL	MAUL	THOMAS	1001315	ENG 1 CR
SEBASTIAN RIVER HIGH SCHOOL	OMANS	JANE	1001370	ENG 3 (R)
SEBASTIAN RIVER HIGH SCHOOL	OMANS	JANE	1002320	ENG 3 ESOL
SEBASTIAN RIVER HIGH SCHOOL	O'NEAL	JAMES	1802300	NAVAL SCI 1
SEBASTIAN RIVER HIGH SCHOOL	PETTIS	DAVID	1503360	TEAM SPORTS 2 PE 9B
SEBASTIAN RIVER HIGH SCHOOL	RIGA	ELEANOR R	1001370	ENG 3 (R)
SEBASTIAN RIVER HIGH SCHOOL	ROULEAU	SUSAN	1002380	ESOL DEV LA
SEBASTIAN RIVER MIDDLE SCHOOL	CAMPIONE	FRANK	1001040	M/J LANG ARTS 2
SEBASTIAN RIVER MIDDLE SCHOOL	KINKLE	ETHAN	1303000	M/J CHORUS 1
SEBASTIAN RIVER MIDDLE SCHOOL	KINKLE	ETHAN	1303010	M/J CHORUS 2
SEBASTIAN RIVER MIDDLE SCHOOL	WORTH	RONALD	2002040	M/J COMP SCI 1
SEBASTIAN RIVER MIDDLE SCHOOL	WORTH	RONALD	2002070	M/J COMP SCI 2
STORM GROVE MIDDLE SCHOOL	ANDERSON	KATHERINE	2100015	M/J US HIST&CAR PLAN
STORM GROVE MIDDLE SCHOOL	GAMMELL	CARRIE	1001070	M/J LANG ARTS 3
STORM GROVE MIDDLE SCHOOL	LEFT	MELODY	0600000	M/J EXPLOR WHEEL 1
STORM GROVE MIDDLE SCHOOL	NATHANIEL	SHANA	1000010	M/J INTENS READ (MC)
STORM GROVE MIDDLE SCHOOL	PETERSON	CONSTANCE	1000010	M/J INTENS READ (MC)
STORM GROVE MIDDLE SCHOOL	POST	JOSHUA	1200310	ALG 1
STORM GROVE MIDDLE SCHOOL	ROSS	LUGENE	2002070	M/J COMPRE SCI 2
STORM GROVE MIDDLE SCHOOL	ROSS	LUGENE	1205070	M/J PRE-ALG
STORM GROVE MIDDLE SCHOOL	SRIGLEY	SEAN	1302000	M/J BAND 1-Begin
STORM GROVE MIDDLE SCHOOL	SRIGLEY	SEAN	1302020	M/J BAND 3 8th Grade
STORM GROVE MIDDLE SCHOOL	SRIGLEY	SEAN	1302030	M/J BAND 4 Jazz Band
STORM GROVE MIDDLE SCHOOL	SUTHERLAND	HEIDI	1001040	M/J LANG ARTS 2
TREASURE COAST ELEMENTARY SCHL	BUCACCIO	BETTY	5010042	ESOL END/CERT REQUIRED
TREASURE COAST ELEMENTARY SCHL	HONEY	CYNTHIA	5010042	ESOL END/CERT REQUIRED
TREASURE COAST ELEMENTARY SCHL	MODESITT	KIMBERLEY	5001010	ART E
TREASURE COAST ELEMENTARY SCHL	PALMER	REBECCA	5010043	ESOL END/CERT REQUIRED
TREASURE COAST ELEMENTARY SCHL	PRATT	KATE	5015020	PHY ED E
TREASURE COAST ELEMENTARY SCHL	STULL	MERIDETH	5010043	ESOL END/CERT REQUIRED
VERO BEACH ELEMENTARY SCHOOL	ARENDELL	LAUREL	5010045	ESOL END/CERT REQUIRED
VERO BEACH ELEMENTARY SCHOOL	LIBBY	AMANDA	5010041	ESOL END/CERT REQUIRED
VERO BEACH ELEMENTARY SCHOOL	RIDDICK	JENNIFER	5010044	ESOL END/CERT REQUIRED
VERO BEACH ELEMENTARY SCHOOL	SINGEWALD	JESSICA	5012030	MATH GRADE ONE
VERO BEACH ELEMENTARY SCHOOL	SINGEWALD	JESSICA	5020020	SCI E
VERO BEACH HIGH SCHOOL	ASHCROFT	KRISTIN	0701330	FRENCH II
VERO BEACH HIGH SCHOOL	BAILEY	KAREN	1298310	ADV TOPICS IN MATH
VERO BEACH HIGH SCHOOL	BAILEY	KAREN	1206310	GEOMETRY I
VERO BEACH HIGH SCHOOL	BOLITHO	WESLEY	7966040	LANG THERAPY
VERO BEACH HIGH SCHOOL	DUES	WADE	1800300	AERO SCI I

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School Name	Last Name	First Name	Course #	Course Title
VERO BEACH HIGH SCHOOL	FOSMOEN	LISA	1001340	ENG II
VERO BEACH HIGH SCHOOL	JOHNSON	MICHAEL	2100310	US HISTORY
VERO BEACH HIGH SCHOOL	KELLY	GARRY	7910111	ACCESS ENG 1/2
VERO BEACH HIGH SCHOOL	STONECIPHER	JAZMINE	2003310	PHY SCI
VERO BEACH HIGH SCHOOL	WALBORN	LISA	1000410	INTENS READ

# Projected Teachers Not Meeting NCLB Highly Qualified Teacher Status Requirements

Semester 2 2014-2015

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School Name	Last Name	First Name	Course #	Course Title	Course Status	ESOL Status	HQT Status
CITRUS ELEMENTARY SCHOOL	BLAIR	REBECCA	Elementary	UNDOCUMENTED HQT STATUS	OUT		G
CITRUS ELEMENTARY SCHOOL	PARRA	NICOLLETTE	Elementary	UNDOCUMENTED HQT STATUS	OUT	OUT	G
DODGERTOWN ELEMENTARY SCHOOL	HAMILTON	CASEY	Elementary	UNDOCUMENTED HQT STATUS	OUT	OUT	B
FELLSMERE ELEMENTARY SCHOOL	NEELY	LAUREN	Elementary	UNDOCUMENTED HQT STATUS	OUT	IN	B
FELLSMERE ELEMENTARY SCHOOL	SHEEHAN	ALYSSA	Elementary	UNDOCUMENTED HQT STATUS	OUT	IN	B
GIFFORD MIDDLE SCHOOL	KNIGHT	ROBERT	2002070	M/J COMP SCI 2	OUT		E
GIFFORD MIDDLE SCHOOL	KNIGHT	ROBERT	2002100	M/J COMP SCI 3	OUT		E
GIFFORD MIDDLE SCHOOL	KNIGHT	ROBERT	2002100	M/J COMPRE SCI 3	OUT	IN	E
GIFFORD MIDDLE SCHOOL	KNIGHT	ROBERT	1205040	M/J MATH 2	OUT		E
GIFFORD MIDDLE SCHOOL	TAYLOR	CAROL	1000010	M/J INTENS READ (DB)	OUT	OUT	D
GIFFORD MIDDLE SCHOOL	VANHEST	BETTY	7855040	ADV ACAD: 6-8 LANG A	OUT		D
GIFFORD MIDDLE SCHOOL	VILARDI	REBECCA	1000010	M/J INTENS READ (DB)	OUT	IN	D
GLENDALE ELEMENTARY SCHOOL	BROOKER	ROBERT	Elementary	UNDOCUMENTED HQT STATUS	OUT	OUT	A
Imagine Schools at South Vero	DARLING	MEGAN	Elementary	UNDOCUMENTED HQT STATUS	OUT		A
INDIAN RIVER ACADEMY	HAMILTON	KAYLA	Elementary	UNDOCUMENTED HQT STATUS	OUT	OUT	G
INDIAN RIVER ACADEMY	HOLLINGER	BRETT	Elementary	UNDOCUMENTED HQT STATUS	OUT	OUT	G
INDIAN RIVER ACADEMY	SCHOFIELD	RICHARD	Elementary	UNDOCUMENTED HQT STATUS	OUT	OUT	G
INDIAN RIVER CHARTER HIGH SCHL	KELLY	JESSICA	1200400	INTENSIVE MATH	OUT	OUT	G
INDIAN RIVER CHARTER HIGH SCHL	PINE	JON	0107410	FILM 1	OUT		G
INDIAN RIVER CHARTER HIGH SCHL	PINE	JON	0107420	FILM 2	OUT		G
OSLO MIDDLE SCHOOL	DI SISTO	KEREN	1200370	ALG 1-A	OUT		E
OSLO MIDDLE SCHOOL	KEHOE	SUSAN	1008070	M/J READ 3	OUT		D
OSLO MIDDLE SCHOOL	KEHOE	SUSAN	1000010	M/J READING - R2	OUT	IN	D
OSLO MIDDLE SCHOOL	ROUX	JOANNA	1008020	M/J READ 1 ADV	OUT		D
OSLO MIDDLE SCHOOL	SANFORD	DOROTHEA	1200370	ALG 1-A	OUT		E
OSLO MIDDLE SCHOOL	SANFORD	DOROTHEA	1001040	M/J LANG ARTS 2	OUT		E
OSLO MIDDLE SCHOOL	SANFORD	DOROTHEA	1001070	M/J LANG ARTS 3	OUT		E
OSLO MIDDLE SCHOOL	SANFORD	DOROTHEA	1205040	M/J MATH 2	OUT	IN	E
OSLO MIDDLE SCHOOL	WILLIAMS	ANDREA	1000010	M/J RDG - INTENSIVE	OUT	IN	D
OSLO MIDDLE SCHOOL	WILLIAMS	ANDREA	1008040	M/J READ 2	OUT	IN	D
SEBASTIAN CHARTER JR HIGH	BOYD	SUSAN	1000010	M/J INTENS READ (MC)	OUT	OUT	D
SEBASTIAN CHARTER JR HIGH	BOYD	SUSAN	1008010	M/J READ 1	OUT	OUT	D
SEBASTIAN CHARTER JR HIGH	BOYD	SUSAN	1008070	M/J READ 3	OUT		D
SEBASTIAN CHARTER JR HIGH	CLARK	GREGORY	2100010	M/J US HISTORY	OUT		G
SEBASTIAN CHARTER JR HIGH	CLARK	GREGORY	2100020	M/J US HISTORY ADV	OUT		G
SEBASTIAN CHARTER JR HIGH	EVANS	ALEXANDRA	1000010	M/J INTENS READ (MC)	OUT	OUT	G
SEBASTIAN CHARTER JR HIGH	EVANS	ALEXANDRA	1001040	M/J LANG ARTS 2	OUT	OUT	G
SEBASTIAN CHARTER JR HIGH	EVANS	ALEXANDRA	1001050	M/J LANG ARTS 2 ADV	OUT		G
SEBASTIAN CHARTER JR HIGH	EVANS	ALEXANDRA	1008040	M/J READ 2	OUT	OUT	G
SEBASTIAN ELEMENTARY SCHOOL	BOGGAN	TREVA	Elementary	UNDOCUMENTED HQT STATUS	OUT		B
SEBASTIAN RIVER HIGH SCHOOL	ALBERT	BRENT	1000410	INT READ ACT/SAT	OUT	IN	D
SEBASTIAN RIVER HIGH SCHOOL	ALBERT	BRENT	1000410	INTEN READ 10/1	OUT		D
SEBASTIAN RIVER HIGH SCHOOL	AVILA	MARILYN	1200700	MATH COLL READINESS	OUT		D
SEBASTIAN RIVER HIGH SCHOOL	FRIERSON	DAVID	2001310	ERTH/SPA SCI	OUT	IN	D
SEBASTIAN RIVER HIGH SCHOOL	LOCUSON	REBECCA	1002300	ENG 1 ESOL	OUT	OUT	D
SEBASTIAN RIVER HIGH SCHOOL	MITCHELL	ALBERT	2003385	PHYS 1 CR	OUT		D
SEBASTIAN RIVER HIGH SCHOOL	OMANS	JANE	1002320	ENG 3 ESOL	OUT	OUT	D
SEBASTIAN RIVER HIGH SCHOOL	ROULEAU	SUSAN	1002380	ESOL DEV LA	OUT	OUT	D
SEBASTIAN RIVER HIGH SCHOOL	SKINDEL	ADAM	2003340	CHEM 1	OUT	IN	D
SEBASTIAN RIVER MIDDLE SCHOOL	CAMPIONE	FRANK	1001010	M/J LANG ARTS 1	OUT		D
SEBASTIAN RIVER MIDDLE SCHOOL	CAMPIONE	FRANK	1001040	M/J LANG ARTS 2	OUT	OUT	D
SEBASTIAN RIVER MIDDLE SCHOOL	CAMPIONE	FRANK	1001070	M/J LANG ARTS 3	OUT		D
SEBASTIAN RIVER MIDDLE SCHOOL	POHL	JEREMY	1001050	M/J LANG ARTS 2, ADV	OUT		D
SEBASTIAN RIVER MIDDLE SCHOOL	POHL	JEREMY	1008050	M/J READ 2 ADV	OUT		D

Teachers are either out-of-field or have not proven subject matter competency:

A=Elem reg ed

B=Elem ESE

C=Elem reg ed or ESE out-of-field

D=Secondary reg ed

E=Secondary ESE

G=Not yet certified



# Projected Teachers Not Meeting NCLB Highly Qualified Teacher Status Requirements

Semester 2 2014-2015

Report Based on TERMS Data as of: 10:25 AM, 01/16/2015

1/23/2015

Page 2 of 2

School Name	Last Name	First Name	Course #	Course Title	Course Status	ESOL Status	HQT Status
SEBASTIAN RIVER MIDDLE SCHOOL	WORTH	RONALD	2002070	M/J COMP SCI 2	OUT	OUT	E
SEBASTIAN RIVER MIDDLE SCHOOL	WORTH	RONALD	2002100	M/J COMP SCI 3	OUT		E
SEBASTIAN RIVER MIDDLE SCHOOL	ZEPKE	JUDITH	1000010	M/J INTENS READ (MC)	OUT		D
SEBASTIAN RIVER MIDDLE SCHOOL	ZEPKE	JUDITH	1001070	M/J LANG ARTS 3	OUT		D
SEBASTIAN RIVER MIDDLE SCHOOL	ZEPKE	JUDITH	1008010	M/J READ 1	OUT		D
STORM GROVE MIDDLE SCHOOL	ROSS	LUGENE	2002070	M/J COMPRE SCI 2	OUT	OUT	D
TREASURE COAST ELEMENTARY SCHOOL	VOGEL	DAPHNA	Elementary	UNDOCUMENTED HQT STATUS	OUT		C
VERO BEACH ELEMENTARY SCHOOL	BECHTEL	MELANIE	Elementary	UNDOCUMENTED HQT STATUS	OUT		G
VERO BEACH HIGH SCHOOL	ADAMS	THOMAS	0100300	ADV PL ART HIST	OUT		D
WABASSO SCHOOL	ROWE	KELLEY	Elementary	UNDOCUMENTED HQT STATUS	OUT		E

Teachers are either out-of-field or have not proven subject matter competency:

A=Elem reg ed

B=Elem ESE

C=Elem reg ed or ESE out-of-field

D=Secondary reg ed

E=Secondary ESE

G=Not yet certified

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Home of  
the Bears

# Indian River Academy

*Diane Fannin, Principal*



500 20th Street SW, Vero Beach, FL 32962 Phone: 772-564-3390 Fax: 772-564-3443

12/17/14

Dear School Board Members:

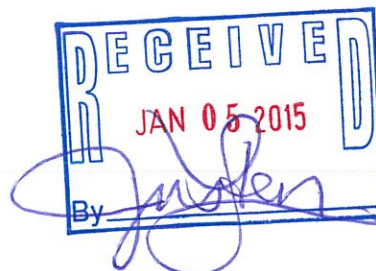
We are asking you to approve a donation in the amount of \$1000.00 that IRA received from the Indian River Community Foundation.

The foundation has reached out to our school in support of our Conscious Discipline program. The funds that they so graciously have donated will be used towards further development and materials for CD in the classrooms.

Sincerely,

Diane Fannin

Principal



C. C. Morris  
JAN 05 2015

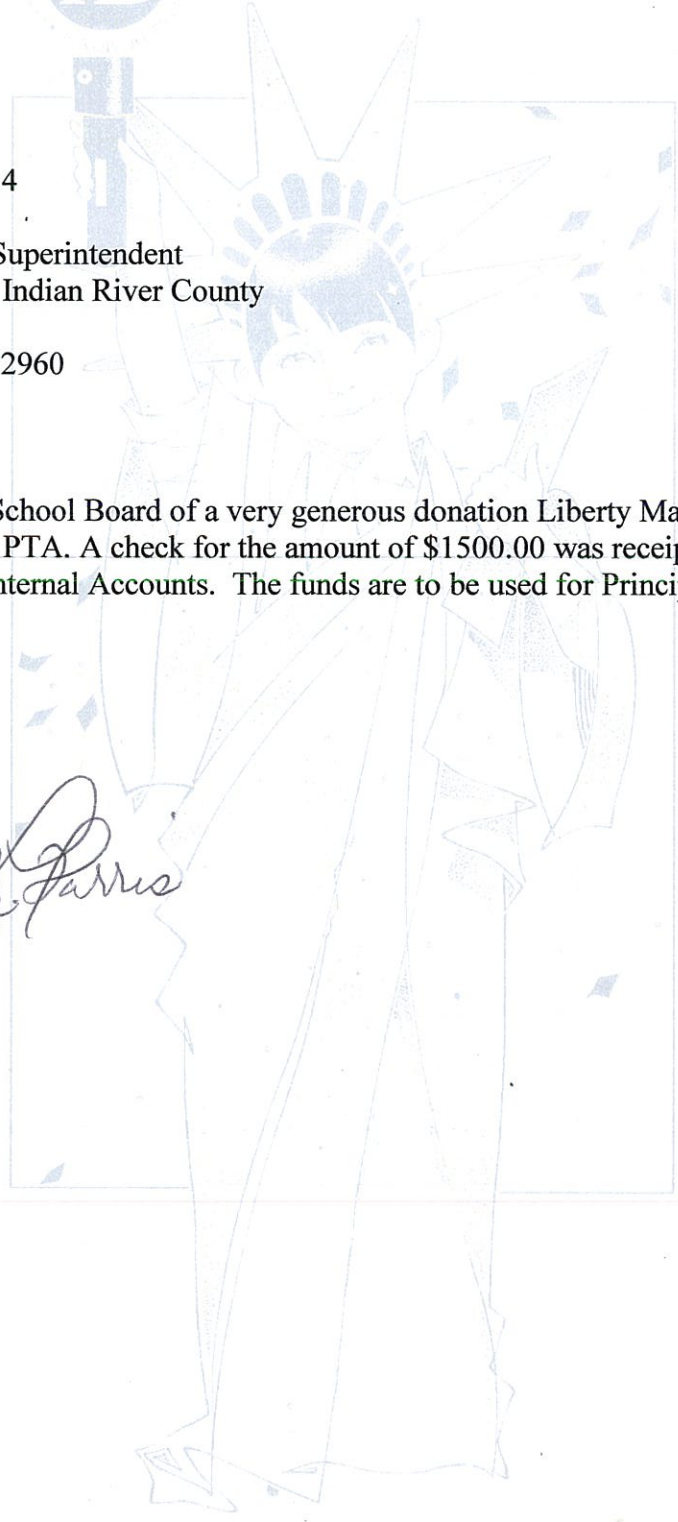
# LIBERTY MAGNET SCHOOL

**"An IBO World School - Primary Years Program"**

6850 81st Street • Vero Beach, FL 32967 • (772) 564-5300 • Fax: (772) 564-5303

**Takeisha Harris**  
Principal

**Scott Simpson**  
Assistant Principal



December 16, 2014

Dr. Fran Adams, Superintendent  
School District of Indian River County  
1990 25<sup>th</sup> St.  
Vero Beach, FL. 32960

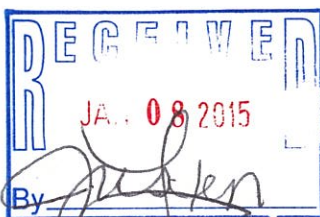
Dear Dr. Adams,

Please notify the School Board of a very generous donation Liberty Magnet Elementary received from our PTA. A check for the amount of \$1500.00 was receipted and deposited directly into our Internal Accounts. The funds are to be used for Principal's Challenge Summer Reading.

Thank you.

Sincerely,

Takeisha Harris  
Principal





# SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

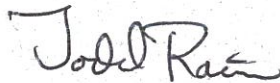
Telephone: (772) 564-4170 • Fax: (772) 564-4182

Date : January 7, 2015  
To : School Board Members  
From : Todd Racine, Principal  
Sebastian River High School  
Regarding: Donation

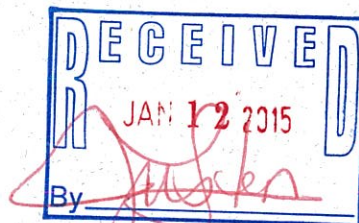
A donation of \$1000.00 was received from Stephen and Angela Shelton. The funds were donated to Sebastian River High School's Senior Class Graduation Fireworks account.

The funds will be used for the 2015 senior class fireworks display at graduation. These funds were deposited into Sebastian River High school's internal funds account, titled Graduation Fireworks.

Sincerely,



Todd Racine  
Principal



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

Todd Racine  
Principal

Dariyall Brown  
Assistant Principal

Jessica Keaton  
Assistant Principal

Kelly Ward  
Assistant Principal

William Wilson III  
Assistant Principal

Stephanie Cleveland  
Guidance Counselor

Kim O'Keefe  
Guidance Counselor

Wendy Palmer  
Guidance Counselor

Lynn Phillips  
Guidance Counselor

Enrique Valencia  
Guidance Counselor



# Pelican Island Elementary School

1355 Schumann Drive ♦ Sebastian, Florida 32958

Telephone: (772) 564-6500 ♦ Fax: (772) 564-6493

**Kevin E. Browning**  
Principal

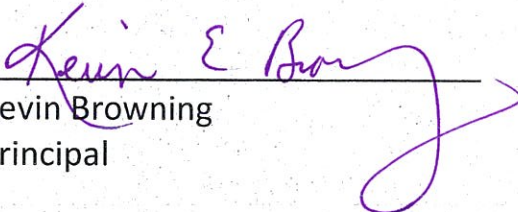


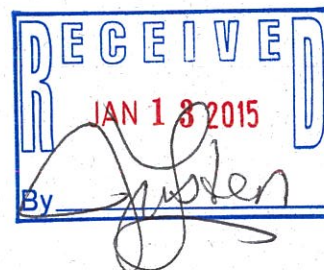
**Theresa Wagner**  
Assistant Principal

Date: January 8, 2015  
To: School Board Members  
From: Kevin Browning  
Re: Request for Approval of Donation

A donation of \$1500.00 was received from Mardy Fish Children's Foundation. The funds are to be used for the Intramural Program at Pelican Island Elementary School.

These funds were deposited into Pelican Island internal funds account entitled Mardy Fish Foundation.

  
Kevin Browning  
Principal



<b>Program</b>	<b>Name</b>	<b>Date Issued</b>	<b>School</b>	<b>Check #</b>	<b>Reason</b>	<b>Reason Not Paid by Payliance</b>	<b>Amount</b>
Extended Day	Michelle Dube	05/12/09	Thompson	97	NSF	Not Sufficient Funds	\$30.00
Extended Day	Terry Dean Ring	06/06/12	Glendale	8061	No Account	Unable to locate account	\$110.00
Extended Day	Nelia Zeledon	01/08/13	Dodgertown	1121	Account Closed	Account Closed	\$10.00
Extended Day	Nelia Zeledon	01/16/13	Dodgertown	1122	Account Closed	Account Closed	\$10.00
Food Service	Karen Kelly	04/17/13	Storm Grove	8555	Account Closed	Account Closed	\$40.00
Extended Day	Mason Guatier	08/26/13	Treasure Coast	98	No Account	Unable to locate account	\$20.00
Extended Day	Simon Atwell	09/09/13	Pelican Island	93	Account Closed	Account Closed	\$35.00
Retention Fee	Aldron Harris	10/03/13	District	100	No Account	Unable to locate account	\$55.90
Extended Day	Lillian Palladino	12/02/13	Rosewood	1027	Account Closed	Account Closed	\$60.00
<b>Total</b>							<b>\$370.90</b>

⑈011800037⑈  
06/13/2012  
3352344841

UN LOCATE ACCT  
Do Not Re-deposit

NAME Tom Dear Pine (31)615-5111 8061

ACCT. NO. 52716 DATE 6/6/2012

AMOUNT TO THE ORDER SPACE \$ 110.00

FOR Glendale Savings Credit Union

⑈00000972365040⑈  
⑈0000000000000000⑈  
⑈0000000000000000⑈

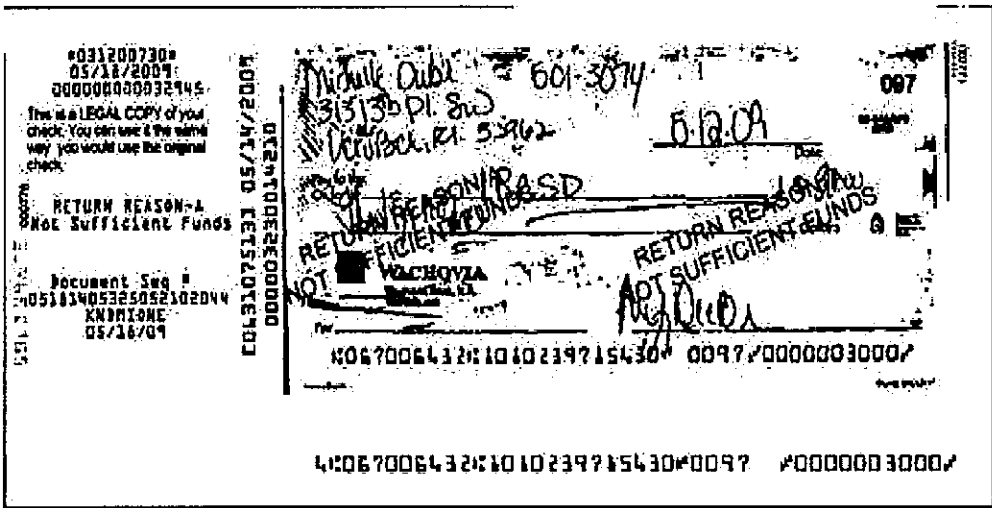
FRXD 06/06/12

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Back

Glendale 20  
EXT





\$ 30.00

Back

18 - EDP

⑆091000019⑆  
04/22/2013  
3351713576

Do Not Re-deposit  
⑆17⑆ ⑆87⑆ ⑆6365⑆  
KAREN M KELLY 1211  
NEW 71ST AVE  
VENO BEACH, FL 32660-2908

8555  
4/17/13

Pay to the order of  
SGMS  
Forty + 00/100 \$40.00

Guaranty Bank  
160416

⑆091071598⑆ 4 622 029928⑆8555

⑆091071598⑆ 4 622 029928⑆8555 ⑆0000004000⑆

⑆E10⑆⑆91⑆⑆7⑆⑆NO⑆⑆E⑆⑆1000⑆⑆TR⑆⑆0⑆⑆

⑆51⑆⑆2⑆⑆6⑆⑆0⑆⑆8⑆⑆5⑆⑆2⑆⑆0⑆⑆0⑆⑆0⑆⑆0⑆⑆

RETURN REASON ->  
CLOSED ACCOUNT

IRFND 37

Back

37

#091000019#  
09/30/2013  
331170478

THIS IS A LEGAL COPY  
OF YOUR CHECK. YOU CAN  
USE IT THE SAME WAY  
YOU WOULD USE THE  
ORIGINAL CHECK.

RETURN REASON →  
CLOSED ACCOUNT

IRX DORR

**CLOSED ACCOUNT**

Do Not Retain  
STATION NUMBER  
772-562-6424

0093

9/15/2013

Pay to the Order of **P.I.E.** \$135.00

Thirty-five

Bank of America

ACCOUNT NUMBER

450048945004950888 2880093

450048945004950888 2880093 700000035007

\*091000019# 09/30/2013 331170478

DEPOSIT ONLY INDIAN RIVER  
COUNTY SCHOOL BOARD  
12-PELLICAN ISLAND EDP  
ACCT #2658500593564

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Do not endorse or write below this line.

PRINT

#01000014#  
01/05/2013  
3352346273

UN LOCATE ACCT


Do Not Re-deposit

2176 57th Circle  
UR #1 32966 E-2673

0098

Pay to the  
Order of T.C.E. \$ 20.00

Twenty/100/100

 Bank  
Member FDIC

Mason Gauthier Mason Gauthier

⑆067014822⑆ 4263003900⑆ 0098

⑆0000002000⑆

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ET02/03/13 08/30/2013  
⑆00000030⑆ ET000000⑆

RETURN REASON-E  
UNABLE TO LOCATE  
ACCT.

*IRSD0034*

FOR DEPOSIT ONLY  
INDIAN RIVER COUNTY SCHOOL BOARD #31  
TREASURER COAST ELEM BDP  
ACCT. #2658500593564

00000054331175⑆  
⑆0110000137⑆  
3352346273  
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Do not endorse or write below this line.

\*122105276\*  
10/15/2013  
333192074

UN LOCATE ACCT  
4/05 NOV Re-Deposit  
US Pz: 529.67  
772-453-8446

10/13/13

100

THIS IS A LEGAL COPY of your check. You can use it the same way you would use the original check.

RETURN REASON - E  
UNABLE TO LOCATE ACCT

ERDE/TK/OT ER00001501  
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STLR

\$ 55.90

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Selection for longest

aldous Harris

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FOR DEPOSIT ONLY  
VIOLATION OF COUNTY SCHOOL BOARD  
POLICY  
ACC #2058500563564

3075000115 10/11/2013

333192074 10/15/2013

18496918

I Do not endorse or write below this line.

FRSD 08/9

**\*122105074\***  
**01/22/2013**  
**332243224**

THIS IS A LEGAL COPY  
of your check. You must  
sign it the same way  
you would sign the  
original check.

**RETURN REASON →**  
**CLOSED ACCOUNT**

**CLOSED ACCOUNT**

WACHOVIA  
Member Since 2/28/2000 FDIC

1122  
AS ORDER  
BY THE BANK

1-15-13

Pay to the order of EDP \$ 10.00

Tea  $\frac{1}{6}$  1/6

For Danna Collado Noéles García

**6067008432 1010321705329 1122**

**4067008432 1010321705329 1122 0000001000**

**ET02/RT/VD: E010000000E03**  
**E94RHE00550208**

*IRX004/15*

**FOR DEPOSIT ONLY**  
**INDIAN RIVER COUNTY SCHOOL BOARD**  
**15-D-009080000 EDP**  
**Acct. #2658500583584**

**309768 / 0**

**>0110000176 01/16/2013**  
**007500387867**

**3333443304 01/22/2013**  
**3333443304**

Do not endorse or write below this line.

\*122105278\*  
 01/15/2013  
 3331146184

This is a LEGAL COPY  
 of your check. You must  
 sign it the same way  
 you would sign the  
 original check.

RETURN REASON - B  
 CLOSED ACCOUNT

087500240877  
 01/15/2013  
 087500240877

**CLOSED ACCOUNT**

DO NOT RE-DEPOSIT  
 NELLA Y GARCIA ZELEDON  
 PO BOX 64374  
 MOBILE AL  
 36681

1121  
 01-08-10

Pay to the order of: SDIRC \$ 10

WACHOVIA  
 Wachovia Bank, a division of Wells Fargo Bank, N.A.

For Danna Collado Nella Garcia

⑆067006432⑆1010321705329⑆ 1121

FRSD/015

⑆067006432⑆1010321705329⑆ 1121 ⑆0000001000⑆

\*122105278\* 01/15/2013  
 3331146184

FOR DEPOSIT ONLY  
 INDIAN RIVER COUNTY SCHOOL BOARD  
 15-Doddertown EDP  
 Acct. # 205850058584

01/15/2013  
 087500240877

FRSD

Do not endorse or write below this line.

**CLOSED ACCOUNT**

#01000015  
12/13/2011  
038064153

This is a LEGAL COPY  
of your check. You can  
use it the same way  
you would use the  
original check.

RETURN REASON -  
CLOSED ACCOUNT

1027

LILLIAN M. PALLADINO  
1913 E 17TH RD  
Vero Beach, FL 32909

12/2/13

Pay to the Order of: SPARC \$ 560 <sup>18</sup>/<sub>100</sub>

sixty dollar & no/100

**TD Bank**  
America's Most Convenient Bank

Joey A. Lee Pet

⑆067014822⑆ 4273653164⑆ 1027

⑆067014822⑆ 4273653164⑆ 1027 ⑆00000006000⑆

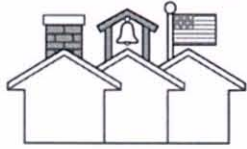
3112PUB5D 12/09/2013  
000100010201 12/11/2013  
401100010102 12/11/2013  
335920510

⑆01100001⑆ 12/09/2013  
000000700845544

FOR DEPOSIT ONLY  
JRCB #41  
ROSEWOOD MAGNET  
EDF ACCT #2000058472836

⑆067014822⑆ 4273653164⑆ 1027 ⑆00000006000⑆





# School District of Indian River County

Frances J. Adams, Ed.D. - Superintendent

## Purchasing Department

6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967  
Telephone: 772-564-5045 Fax: 772-564-5048

December 1, 2014

All Pro Security Services  
Attn: Chris McCarthy  
P.O. Box 250633  
Franklin, MI 48025

Re: SDIRC 2014-17 RFP for Security Officer Services  
Board Approved: January 21, 2014

Dear Mr. McCarthy:

SDIRC 2014-17 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 and sign below. Return this form to: School District of Indian River County, Purchasing Department, 6055 62<sup>nd</sup> 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 2014-17-02.

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 January 22, 2015 through January 21, 2016
- No, we do not agree to renew this contract

Signature, Printed Name and Title All Pro Security Services

12/08/14 ~  
Date

Chairman, School Board of Indian River County, Florida

Date

Board Approved on \_\_\_\_\_

"Educate and inspire every student to be successful"

- Shawn R. Frost  
District 1
- Dale Simchick  
District 2
- Matthew McCain  
District 3
- Charles G. Searcy  
District 4
- Claudia Jiménez  
District 5

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

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## 2014-15 Class Size Reduction Compliance Plan

For each school not in compliance with class size requirements pursuant to section 1003.03, F.S., this template may be used to submit a brief explanation of the school's plan to meet class size requirements for the October 2015 FTE student survey. In order to participate in the restoration calculation authorized in section 1003.03(4)(e), F.S., plans must be submitted by February 1, 2015. Class size reduction implementation strategies listed in sections 1003.03(3) and (5), F.S., may be considered, in addition to strategies not listed in statute, in order to meet class size requirements. This template may be duplicated as necessary to accommodate the number of schools for which plans are being submitted. The compliance plan must be certified by the school board or the charter school's board of directors. The signature below acknowledges your approval of the compliance plan.

---

*Signature of District School Board or Charter Board of Directors Chair or Designee Approving Plan*

District Name \_\_\_\_\_

District Number \_\_\_\_\_

School Name \_\_\_\_\_

School Number \_\_\_\_\_

Summary of School's Plan \_\_\_\_\_

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School Name \_\_\_\_\_

School Number \_\_\_\_\_

Summary of School's Plan \_\_\_\_\_

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**Approval to Award RFP #2015-05 to Mid-State Mechanical of Vero Beach, Inc. for the Chiller Replacement at VBHS Freshman Learning Center - Mr. Morrison**

A Request for Proposal (RFP) was promulgated to obtain a firm price for the replacement of the existing HVAC chiller at the Freshman Learning Center with a new packaged rotary air cooled chiller and chilled water roof top units. A price was also requested for Alternate 1 HVAC chiller replacement at Vero Beach High School. Award is not made on the basis of price alone, but to the proposer whose submission contained the most advantageous combination of price, qualifications, experience, pending litigation and recent commercial projects/references.

Notification was sent to eleven (11) vendors in our vendor data base and was also posted on the Purchasing Department's website. Proposals were due on December 19, 2014 and were publicly opened in the Purchasing Department. Two (2) responses were received and evaluated by the Evaluation Team. Points assigned are as follows:

*Legend: Award \_\_\_\_\_ Reject ( )*

Bidder	Points Assigned of Possible 300
Irvine Mechanical, Inc.	90
<u>Mid-State Mechanical of Vero Beach, Inc.</u>	100

Award is recommended to Mid-State Mechanical of Vero Beach, Inc., for the base bid for chiller replacement at VBHS Freshman Learning Center as the best responsive and responsible bidder meeting specifications, terms, and conditions. Recommending Alternate 1, chiller replacement at Vero Beach High School, be rejected as the cost exceeds the funds available for this project.

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.

<b>Bid Tabulation</b>				
School District of Indian River County				
SDIRC 2015-05				
RFP Chiller Replacement at FLC				
Opens: 12.19.14 @ 2:00 pm				
Post: 01.14.15				
		<i>Mid-State Mechanical of Vero Beach Inc.</i>	<i>Irvine Mechanical, Inc.</i>	
<b>Item/description</b>		<b>Unit Price</b>	<b>Unit Price</b>	<b>Unit Price</b>
Base Bid FLC Chiller Replacement		\$401,352 (base bid of \$396,397 plus cost of bond \$4,955)	\$482,814.00	
Alternate 1 VBHS Chiller Replacement		\$379,955 (base bid of \$375,000 plus cost of bond \$4,955)	\$434,655.00	
Addendums Acknowledged		yes	yes	
Bond Included		yes	yes	



SDIRC 2015-05 RFP for Chiller Replacement at VBHS FLC												
EVALUATION TOTALS												
	Price	Qualifications	Staff Experience	Litigation	Recent Commercial Projects and References	Pete Copeman	Rick Huff	Chad Lane	TOTAL	RANKING		
	30	20	20	10	20							
<b>Bidder</b>												
Irvine Mechanical						98	90	90	278			
Mid-State Mechanical						100	100	100	300			

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## **OWNER/ CONTRACTOR CONSTRUCTION AGREEMENT (LUMP SUM)**

THIS AGREEMENT is dated and will be effective on the 27<sup>TH</sup> January, 2015, by and between the School Board of Indian River County, an entity existing under the laws of the state of Florida, (hereinafter called OWNER) and Mid-State Mechanical of Vero Beach, Inc., (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**VBHS FRESHMAN LEARNING CENTER**  
**CHILLER REPLACEMENT PROJECT**  
For The School Board of Indian River County  
Project No. SDIRC #2015-05

**Chiller Replacement at the Vero Beach High School Freshman Learning Center campus located in Vero Beach, Florida. The Work shall include furnish and install a new packaged rotary air cooled chiller and chilled water roof top units and all required Mechanical, Electrical, Plumbing and Site/Civil work as detailed in the plans and specifications, schedule of values of the Contractor as approved in writing by the ARCHITECT, together with this Contract and the General Conditions of Contract 1997 AIA General Conditions 201 and by this reference incorporated herein, (collectively referred to as "Contract Documents").**

### **ARTICLE 2 – ARCHITECT**

The Project has been designed by Ingenuity Engineers, Inc., who is hereinafter called Architect and who is to act as OWNER's representative. The Architect shall assume all duties and responsibilities and have the rights and authority to act as the Architect as specified in the Contract Documents in connection with completion of the Work and in accordance with the Contract Documents. The Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Architect and so advising the Contractor in writing, at which time the person or organization so designated shall be the Architect for purposes of this Contract.

### ARTICLE 3 - CONTRACT TIME

- 3.1 Work shall be substantially completed within 120 calendar days (or by June 1, 2015) from the date the Notice to Proceed is issued by Owner. The work shall be ready for Final Completion within 30 calendar days (or by July 1, 2015) from the date of Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. Time is of the essence in the performance of the Work. The Owner and Contractor agree that the losses suffered by Owner if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Contractor acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as the Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$500.00 for each calendar day thereafter until Substantial Completion is achieved and \$250.00 for each calendar day thereafter until Final Completion is achieved. Should the Contractor achieve Substantial Completion of the Work within the Contract Time but fail to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$250.00 for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion or Final Completion of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Contractor fails to achieve either Substantial Completion or Final Completion of the Work within the Contract Time. Owner has paid to Contractor out of the first payment hereunder, the consideration of \$10.00 as consideration for this provision.
- 3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Architect and in accordance with the Contract Documents. The time during which the Contractor is delayed in the performance of the Work by acts or omission of the Owner or Architect or any other unforeseeable conditions or events that could not have reasonably been predicted shall be added to the time for completion



of the Work. A change in Contract Time may only be authorized by a written Change Order.

- 3.4 The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein. The Contractor shall not mobilize, commence Work or store materials or equipment on site until: (1) written Notice to Proceed is issued or until the Contractor otherwise receives the Owner's written consent and; (2) all bonds and Certificates of Insurance have been executed, delivered to and accepted by the Owner and; (3) Contractor has delivered to Owner his as-planned schedule, original job cost estimate, list of Subcontractors and corporate resolution designating his representative.
- 3.5 The Date of Substantial Completion of the Work is the Date certified by the Architect and the Owner when the Work is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy and utilize the Work for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. Only incidental corrective work and any final cleaning beyond that needed for the Owner's full use may remain for final completion.
- 3.6 The date of Final Completion of the Work is the date certified by the Owner and Architect when the Work is totally complete, to include all items listed on the inspection report following substantial completion inspection, in accordance with the Contract Documents and the Owner may fully occupy and utilize all of the Work for the use for which it is intended.

#### **ARTICLE 4 - CONTRACT PRICE**

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

The Contractor's price(s) in the Bid Form is in the amount of **\$ 401,352.00**. The Owner may include a **10%** (**\$ 40,135.20**) contingency, for a total contract amount of **\$441,487.20**. Any contingency remaining at the closeout or completion of the project will be retained by the Owner.

#### **ARTICLE 5 - PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents, AIA Form G702. Applications for Payment will be

approved by Architect, then forwarded to the Owner for payment as provided in the Contract Documents.

- 5.1. **PROGRESS PAYMENTS.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by Architect. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the Contract Documents. The OWNER agrees to make payments within 25 business days providing the CONTRACTOR processes the invoice and delivers same to the Facilities Division Bookkeeping Department as the single agent/point of contact, by the 20<sup>th</sup> of the preceding month. The OWNER will not withhold payment without proper and adequate justification.

### **General Requirements**

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

90% of Work completed.

0% of materials and equipment not incorporated in the Work.

5.1.2. Upon Substantial Completion payment may be made in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts, as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

5.1.3. When the Architect determines that the Work or designated portion thereof as defined in the Contract Documents is substantially complete, the Architect shall issue a Certification of Substantial Completion which establishes: the date of substantial completion; the "Substantial Completion Punch List", which establishes a single list providing feedback to the Contractor on non-conforming work, or work requiring further quality adjustments and must be developed within 30 calendar days of the date of substantial completion and delivered to Contractor within 5 calendar days thereafter; the date the Contractor will have completed all items on the Substantial Completion Punch List, and such other items as the Architect and Owner deem appropriate. The Certificate of Substantial Completion shall be executed by the Architect, Contractor and Owner. The Contractor



will promptly engage in completing the Substantial Completion Punch List within 10 days of its issuance.

- 5.2. **FINAL PAYMENT.** Final payment of the Contract Sum will be made after the Architect certifies that the Work is complete, Owner's representatives complete their final acceptance report, the School District's Building Official completes the final inspection and a "certificate of occupancy" is issued. . Final Payment to the contractor requires School Board approval in accordance with Florida Statute 1013.50. It is understood and agreed, that final payment will not be withheld if a certificate of final inspection is issued by the Owner's Uniform Building Code Inspector, or if any other government agency refuses to give final acceptance for any reason other than the failure of the Contractor to complete the Work in accordance with the Contract Documents. Further, neither final payment nor any remaining Retainage shall be paid to the Contractor until the Architect has received an affidavit in a form sufficient to the Owner that all indebtedness in connection with the performance of the Work for which the Owner or the Owner's property may be held liable or encumbered, have been fully paid or otherwise satisfied; a certification in a form acceptable to the Owner which establishes that all required insurance will remain in full force and effect after final payment and will not be cancelled or allowed to expire until at least 30 days prior written notice has been provided to the Owner; consent of the surety to final payment; and any other certifications reasonably required by the Owner establishing full payment or satisfaction of any obligations. In the event the Contractor fails to furnish such certifications as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor as a condition of final payment and at the Contractor's expense, to furnish a bond in a form and amount satisfactory to the Owner to indemnify the Owner against such liens or claims. The one year warranty period for the work will begin upon Final Completion. Warranty will be for all workmanship, material, and equipment except for Owner insured damages.
- 5.3 **CHANGE ORDERS.** No change in the Contract Sum or Time may be made except by a duly authorized and executed written Change Order. If the Change in or addition to the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work). Any such Change Order shall be substantiated by complete itemized statements showing quantities and unit prices for material, labor (including all applicable fringe benefits), equipment, markup for overhead and profit, and other items of cost. Costs of labor (including all applicable fringe

benefits) and materials shall be actual costs to the subcontractor. All duly authorized and executed Change Orders shall become a part of the Contract Documents as described in Article 8.

#### **ARTICLE 6 – OWNERS PROJECT REPRESENTATIVE**

- 6.1 The Owner's Project Representative who shall act as OWNER'S PROJECT MANAGER is Rick Huff who is a School District employee. The Owner's Project Manager has the authority to approve matters contemplated in this Agreement where the monetary impact is within the Owner approved Contingency.

#### **ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, laws, rules, regulations, codes, ordinances that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor fully understands the intent and purpose of the project and agrees to maximize Owner's fulfillment and needs.
- 7.2. CONTRACTOR IS AT RISK. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground and Concealed Facilities internal or contiguous to the site and assumes responsibility for the accurate location of said Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said facilities are or will be required of OWNER by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. Only at Owner's discretion will Owner expend funds or resources to the project in the repair, preservation, or reuse of these existing facilities that are outside of the project scope or included in the Contract Documents.
- 7.3. CONTRACTOR has given ARCHITECT written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.



## **ARTICLE 8 - CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement consisting of 36 pages.
- 8.2 Performance Bond and Payment Bond in accordance with F.S. 255.01 et. seq. consisting of TBD pages (plus Power of Attorney Forms as applicable).
- 8.3 Notice of Award
- 8.4 General Conditions consisting of (Itemization Attached)
- 8.5 Supplementary Conditions consisting of N/A.
- 8.6 Drawings to be prepared and provided by Ingenuity Engineers, Inc.
- 8.7 Specifications to be prepared and provided by Ingenuity Engineers, Inc.
- 8.8 Addenda numbers 1 to 3, inclusive.
- 8.9 CONTRACTOR'S Bid.
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement are not attached hereto, which shall be all Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Contract Documents.
- 8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).
- 8.12 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The Owner- Contractor Agreement; Modifications; Addenda; any Supplementary Conditions; the General Conditions; the Specifications; the Drawings; as between schedules and

information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small scale Drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted to the Design Consultant whose decision thereon shall be final and conclusive.

- 8.13 The provisions of this Contract cannot be amended, modified, varied or waived by the Owner or its agents or representatives in any respect except by a Modification approved and executed by the School Board of Indian River County. The Contractor is hereby given notice that no person or entity has authority to orally waive, or to release the Contractor from any of the Contractor's duties or to alter obligations under or arising out of this Contract. Any waiver, approval or consent granted by Modification to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent.

This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.

## **ARTICLE 9 – ARCHITECT**

- 9.1 Should errors, omissions, or conflicts in the Drawings, Specifications, or other Contract Documents prepared by the Architect be discovered, the Architect will prepare such amendments or supplementary documents and provide consultation as may be required.
- 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize itself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Architect and his consulting engineers shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. Contractor shall not be relieved from any of the obligations of the Contract Documents as a result of the Architect's failure to detect any



defective or deficient Work of the Contractor or others working by, through or under the Contractor.

- 9.3 The Architect shall at all times have access to the work wherever it is in preparation or progress. The Contractor shall provide safe facilities for such access so the Architect may perform his functions under the Contract Documents.
- 9.4 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents. The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 9.5 The Architect has the authority to condemn or reject work on behalf of the Owner when, in its opinion, the work does not conform to the requirements of the Contract Documents. Whenever, in the Architect's reasonable opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have the authority to require special inspection or testing of the work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.
- 9.6 The Architect will conduct inspections to determine the dates of Substantial Completion and Final Completion, and will issue a final Certificate for Payment. The Architect shall be solely responsible for issuance of Certificates of Substantial and Final Completion.

#### **ARTICLE 10 – MISCELLANEOUS**

- 10.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- 10.2 If the Contract Documents, laws, rules, regulations or orders of any State or Federal authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner and Architect timely notice of its readiness so they may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals. The Contractor shall pay for all utilities required for testing of installed equipment of all of his work and the work of each Subcontractor.
- 10.3 Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates provided

by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's Certificates at any time. If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

10.3.1 The Contractor shall deliver the required bonds and proofs of insurance to the Owner prior to the commencement of any Work, and in no event any later than 10 days after the execution of this Agreement.

10.3.2 The Contractor shall, throughout the performance of its services under this Agreement and throughout the term of this Agreement maintain and provide to the Owner the insurance coverages listed in this Article. The insurance policies shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. The Contractor shall provide insurance that may not be reduced, terminated, or cancelled unless 30 days prior written notice thereof is furnished to the Owner. Certificates of insurance and copies of all policies (if required by the Owner) shall be furnished to the Owner within 10 days after the execution of this Agreement. In the event of any cancellation or reduction in insurance coverage, the Contractor shall obtain substitute coverage, without any lapse of coverage whatsoever. The insurance policies shall name the Owner, the Owner's representatives, and the officers, directors, agents, employees and assigns of the Owner as additional insured (except for the professional liability and worker's compensation insurance).

10.3.3 The Owner may, in its sole discretion, procure and pay for the required Builders Risk insurance for the Project. In the event Owner elects to procure and pay for the Builders Risk insurance for the Project, the Contractor shall cooperate with Owner and provide any requested information for the procurement of the Builders Risk insurance.

10.3.4 The insurance required from the Contractor in this Article shall include all major divisions of coverage, and shall be on a commercial general basis including premises and operations (including X-C-U), Independent Contractor Hired Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or others set forth in the Contract Documents, whichever is greater. All insurance shall be written on an occurrence basis, unless the Owner approves in writing



coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.

10.3.5 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

10.3.6 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operation (including X-C-U as applicable)
2. Independent Contractor's Hired
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractor liability including the provision for Contractor's obligation of indemnification and hold harmless
6. Owned, non-owned and hired motor vehicles
7. Broad Form Property Damage including Completed Operations

10.3.7 The insurance required by this Article shall be written for not less than the following, or greater if required by law.

1. Workers' Compensation:
  - (a) State: As required by Chapter 440, Florida Statutes
  - (b) Applicable Federal (e.g. Longshoremen's Statutory)
  - (c) Employer's Liability: \$500,000.00
2. Commercial General Liability (including Premises Operations; Independent Contractor Hired; Products and Completed Operations; Broad Form Property Damage):
  - (a) Bodily Injury:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000
  - (b) Property Damage:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.

- (c) Products and Completed Operations to be maintained for one year after final payment
  - (d) Property Damage Liability Insurance shall provide S, C or U Coverage as applicable
3. Contractual Liability:
- (a) Bodily Injury:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
  - (b) Property Damage:  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
4. Personal Injury, \$1,000,000.00 per claimant; with an annual general aggregate per policy of not less than \$2,000,000
5. Commercial Automobile Liability: The State of Florida has no-fault automobile insurance requirements. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.
- (a) \$1,000,000.00 per incident or occurrence combined single limit for bodily injury and property damage; with an annual general aggregate per policy of not less than \$2,000,000.

10.3.8 The Contractor shall procure property insurance for any portion of the Work stored off Site or in transit, and the cost for such shall be borne by the Contractor.

10.3.9 Boiler and Machinery Insurance. The Contractor shall purchase and maintain boiler and machinery insurance if applicable to the Contract Documents. This insurance shall remain in full force and effect until final acceptance of the insured items by the Owner.

10.4.0 Performance and Payment Bonds. The Contractor shall furnish bonds covering the faithful performance of the Agreement and payment of any and all obligations arising under the Agreement as required by Florida law. Upon request, the Contractor shall furnish a copy to any person or entity requesting a copy. Such bonds shall be in conformance and compliance with sec. 255.05, Florida Statutes, and shall contain the

information and provisions set forth in the referenced section. Pursuant to sec. 255.05, the Contractor shall record the performance and payment bonds in the public records of Indian River County, Florida. The Contractor shall provide the recorded copy of the bonds to the Owner.

**10.4.1 Insurance as Additional Remedy.** Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, material suppliers, employees, or agents to the Owner or others. Any remedy provided to the Owner, or the Owner's officers, employees, agents or assigns, by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

**10.4.2 No Waiver by Approval/Disapproval.** Neither approval by the Owner nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of its full responsibility to provide the insurance as required by this Agreement.

## **ARTICLE 11 – TERMINATION OF THE CONTRACT**

- 11.1 The Owner may, at any time upon ten (10) days' written notice to the Contractor, which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Article 11.3. Contractor shall include termination clauses identical to Article 11 in each of his Subcontracts.
- 11.2 The Owner may, upon ten (10) days' written notice to the Contractor and to the Contractor's surety, terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the employment of the Contractor and his right to proceed either as to the whole or any portion of the Work required by the Contract Documents and may take possession of the Work and complete the Work by Contract or otherwise in any one of the following circumstances:
- 11.2.1 if the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure the Substantial or Final Completion of the Work within the Contract Time or fails to complete the Work within said periods;



- 11.2.2 if the Contractor is in material default in carrying out any provisions of the Contract;
  - 11.2.3 if the Contractor fails to supply a sufficient number of properly qualified and skilled workers or proper equipment or materials;
  - 11.2.4 if the Contractor fails to make prompt payment to Subcontractors or materialmen or for materials or labor;
  - 11.2.5 if the Contractor disregards laws, permits, ordinances, rules, the Lunsford Requirements, regulations or orders of any public authority having jurisdiction, or fails to follow the instructions of the Owner;
  - 11.2.6 if the Contractor violates any provisions of the Contract Documents;  
or
  - 11.2.7 if the Contractor refuses or fails to properly schedule, plan, coordinate and execute the Work, as specified herein, so as to perform the Work within the specified Milestone and Completion dates, or to provide scheduling or related information, revisions and updates as required by the Contract Documents.
- 11.3 If the Owner terminates the whole or any portion of the Work pursuant to ARTICLE 11, then the Owner shall only be liable to the Contractor for those reasonable costs reimbursable to the Contractor as calculated by Owner in Owner's sole discretion, provided however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed an appropriate adjustment shall be made reducing the amount of the allowable termination payment to reflect the indicated amount of loss. Contractor shall submit any claim of reimbursable cost, as stated in this paragraph, within 10 days of receipt of Notice of Termination or such claims are waived, released and forever barred. Reasonable costs owed to the Contractor by the Owner may include supplies, services, or property accepted by the Owner. In arriving at any amount due the Contractor, there shall be deducted any claim the Owner may have against the Contractor, amounts determined to be necessary to protect the Owner against loss because of outstanding or potential liens or claims, and the price for any materials, supplies, or other things acquired by the Contractor and not otherwise recovered by or credited to the Owner. The total sum to be paid to the Contractor shall not exceed the Contract Sum as reduced by the amount of payments otherwise made or to be made for Work not terminated and as otherwise permitted by the Contract.

- 11.4 After receipt of a notice of termination from the Owner, the Contractor shall:
- 11.4.1 stop Work under the Contract on the date and to the extent specified in the notice of termination;
  - 11.4.2 place no further order or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
  - 11.4.3 terminate all purchase orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
  - 11.4.4 at the option of the Owner, assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the rights in the subcontracts so terminated, in which case the Owner shall have the right, at his discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - 11.4.5 settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts;
  - 11.4.6 complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
  - 11.4.7 take such action as may be necessary for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.
- 11.5 In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

## **ARTICLE 12 – CONTRACTOR**

- 12.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner and Architect any error, inconsistency or omission he may discover in the Contract Documents, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error,



inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without first possessing approved Shop Drawings, Product Data or Samples for such portion of the Work.

- 12.2 The Contractor and his Subcontractors shall keep at the site of the Work at least one copy of the approved drawings and specifications and shall at all times give the Owner, the Architect, inspectors, as well as other representatives of the Owner access thereto.
- 12.3 The Contractor shall supervise, coordinate and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract.
- 12.4 It shall be the responsibility of the Contractor to coordinate the work, to maintain a progress schedule, and to notify the Owner and the Architect of any changes in the approved progress schedule.
- 12.5 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and sub-Subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.
- 12.6 The Contractor understands and agrees that the Owner and Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner, and Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- 12.7 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Owner and Architect have a reasonable objection.
- 12.8 Background Check. The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with

District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Contractor or its personnel or subcontractors providing any services under the conditions described in the previous sentence. The Contractor shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Contractor and its personnel. The parties agree that the failure of the Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Contractor's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

- 12.9 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all workmanship will be of the best, first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials, workmanship and equipment. The warranties set forth in this paragraph and elsewhere in the Contract Documents shall survive Final Completion of the Work.
- 12.10 If, within one year after the Date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor or its Surety shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. The Owner shall give such notice with reasonable promptness after discovery of the condition.



- 12.11 If at any time latent deficiencies in the Work are discovered, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty, up to the time limit of the applicable statute of repose.
- 12.12 If the Contractor fails to correct defective or nonconforming Work as required, or if the Contractor fails to remove defective or nonconforming Work from the site, as required, the Owner may elect to either correct such Work or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 12.13 The Contractor shall prepare and submit to the Owner for the Owner's review and approval an as-planned progress schedule for the Work. The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified. If it becomes apparent to the Owner or Architect that the Work will not be completed within required Milestone or Completion dates, the Contractor agrees to undertake some or all of the following actions, at no additional cost to the Owner, in order to ensure that the Contractor will comply with all Milestone and Completion date requirements:
- 12.13.1 increase manpower, materials, crafts, equipment and facilities to accelerate performance of the Work;
- 12.13.2 increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing; and
- 12.13.3 reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

- 12.14 In undertaking the actions required under paragraph 12.13, Contractor shall prepare a Recovery Schedule and comply with the requirements thereof. If the schedule recovery actions taken by the contractor are not satisfactory, the Owner or Architect may direct the Contractor to take any and all actions necessary to ensure completion within the required Milestone and Completion dates (which shall be at Contractor's sole expense), without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.
- 12.15 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to access, transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, Separate Prime Contractor conditions and schedules, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of its officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

### **ARTICLE 13 - INDEMNIFICATION**

- 13.1 The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Agreement shall represent the specific consideration for the CONTRACTOR'S indemnification of the OWNER as is set forth in the General Conditions and Contract Document.
- 13.2 It is the specific intent of the parties hereto that the indemnification below complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 13.3 CONTRACTOR shall indemnify and hold harmless the OWNER, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful



misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this construction contract. Regardless of the foregoing the indemnification herein shall be the greater of the CONTRACTORS insurance coverage for such claim or One million dollars, whichever is greater.

- 13.4 The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the foregoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.

#### **ARTICLE 14 – OWNER DIRECT PURCHASE PROGRAM**

- 14.1 The Owner shall appoint the Contractor as the Owner's authorized representative with respect to any matter arising out of the purchase orders under this program. The Contractor will cooperate fully with the Owner with respect to the implementation of a tax exempt direct material/equipment purchase program involving the direct purchase of various construction materials, supplies and equipment that is currently part of this Contract. The Owner shall obtain, with the assistance of the Contractor, the proper authorization from the State of Florida in the form of a Technical Assistance Advisement (TAA).

The Owner Direct Purchase Program is attached hereto as **Exhibit "A,"** controls the Direct Purchase Program for the Project. The Direct Purchase Program will be operated in accordance with the following provisions:

- 14.1.(a) The Owner will issue its own purchase orders directly to the third party vendor or supplier of material and equipment purchased under the Direct Purchase Program. The purchase order will be accompanied by the Owner's Exemption Certificate which includes its name, address, and the exemption number with issuance and expiration date.
- 14.1.(b) All material and equipment purchased under the Direct Purchase Program is sold directly to the Owner and is directly to the Owner and is directly invoiced by the vendor or supplier.

- 14.1.(c) The Owner takes title and possession of all materials and equipment purchased under the Direct Purchase Program from the vendor or seller before they are incorporated into the Project.
- 14.1.(d) The Owner assumes all risk of loss on all material and equipment purchased under the Direct Purchase Program. The Contractor cannot be held liable for damage or loss to the material or equipment.
- 14.1.(e) The Owner is responsible for and pays the premiums on all insurance and/or bonding on materials or equipment purchased under the Direct Purchase Program. The Contractor does not share any economic benefits of proceeds from bond or insurance covering risk of damage or loss of the material or equipment.
- 14.1.(f) The Owner makes direct payment to the third party vendor or seller for all purchases from its own funds or accounts for all purchases under the Direct Purchase Program.
- 14.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the purchase orders within a time frame so as not to delay the construction, the Contractor shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a subcontractor's scope of Work, any terms and conditions that the subcontractor deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.
- 14.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Contractor and/or the subcontractor for prices negotiated by the Contractor and/or subcontractor.
- 14.4 The Contractor is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Contractor and the Owner. The system developed by the Contractor shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Contractor shall submit a monthly accounting report of this information with the Contractor's application for payment.



- 14.5 The Contractor shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Contractor remains fully responsible under its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Contractor to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Contractor. Should a delay be incurred that is not the result of the Owner's failure, as stated above, the Contractor shall be held accountable for such a delay. The Contractor, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.
- 14.6 The Contractor shall be responsible for all purchases in the same manner as if the Contractor had purchased the items, inclusive of managing the warranties for the Owner. The Contractor shall cooperate with the Owner and take all action necessary to assure that all warranties with respect to any materials or equipment which may be available from any vendor are passed-through to the Owner.
- 14.7 Modification of the Contract Sum will be made by one (1) change order (or additional change orders in the sole discretion of the Owner) prior to final payment unless the Contract period crosses the Owner's fiscal year, in which case, one (1) change order will occur for each fiscal year, one prior to the close of the first year, and the other during the second fiscal year.
- 14.8 The Contractor and its surety hereby agree that the performance bond penal amount shall be unaffected by any direct purchase deductive change order which is made pursuant to this program.
- 14.9 The Contractor agrees that its builder's risk insurance coverage amount shall be unaffected by any direct purchase deductive change order implemented pursuant to this program.
- 14.10 Payment shall be directly made by the Owner to the vendor for any Direct Purchases.
- 14.11 To the extent authorized under Florida law, Owner agrees to indemnify and hold harmless Contractor, its subcontractors and suppliers of and from any claims, liability, or responsibility to the State of Florida for any action the State may take against any of them for the payment of any sales or



use taxes as a result of Owner's direct purchase of such materials, supplies or equipment.

- 14.12 The Owner shall have the sole option to require the vendor to include a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and Contractor. The cost of the supply bond shall be included in Contractor's GMP.
- 14.13 The Owner agrees to make payments by the 15th of the month providing the Contractor processes the invoices and delivers same to the Facilities Division by the 20th of the preceding month.
- 14.14 Owner shall not withhold retainage on any payments made to the vendor.

#### **ARTICLE 15 – TERMS**

- 15.1 Limitation of Liability. The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.
- 15.2 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise.
- 15.3 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.
- 15.4 Entire Agreement. This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.

15.5 Binding Effect. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefits of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.

15.6 Notices. All notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) by delivering the same in person to such party, (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

If to Owner: Facilities Planning & Construction  
The School District of Indian River County, Florida  
Mr. Scott Sanders  
6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967  
Telephone: 772-564-5017  
[scott.sanders@indianriverschools.org](mailto:scott.sanders@indianriverschools.org)

Contractor: Mid-State Mechanical of Vero Beach, Inc.  
Mr. Bob Fields  
3825 71st Street  
Vero Beach, FL 32967  
Telephone: 772-567-3102  
Facsimile: 772-778-8548  
[bob@midstatemech.com](mailto:bob@midstatemech.com)

By giving the other party at least 15 days written notice, each party shall have the right to change its address and specify as its new address any other address in the United States of America.

15.7 Waiver. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of



any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

- 15.8 **Captions.** The headings used for the various portions of this Agreement and the Construction Documents are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope or the intent of this Agreement, any section of this Agreement, or any section of the Contract Documents.
- 15.9 **Severability.** In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.
- 15.10 **Cumulative Remedies.** All rights, powers, remedies, benefits, and privileges are available under any provision of this Agreement to any party, is in addition to and cumulative of any and all rights, powers, remedies, benefits and privileges available to such party under all other provisions of this Agreement, at law or in equity.
- 15.11 **Approval.** Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.
- 15.12 **Further Assurances.** The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.
- 15.13 **No Partnership or Joint Venture.** It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties or any third party, or cause any party to be responsible in any way for the debts and obligations of the other party.
- 15.14 **No Construction Against Drafter.** Each of the parties have been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this

Agreement shall not be construed more favorably or unfavorably against any party.

- 15.15 Third Party Beneficiary. This Agreement has been made and entered into for the sole protection and benefit of the Owner, and its respective successors, and no other person or entity shall have any right or action under this Agreement.
- 15.16 No Assignments. This Agreement is for the personal services of the Contractor, and may not be assigned by the Contractor in any fashion, whether by operation of law or by conveyance of any type, including without limitation, transfer of stock in the Contractor, without the prior written consent of the Owner, which consent the Owner may withhold in its sole discretion.
- 15.17 Force Majeure. With regard to the performance under this Agreement, a party shall not be deemed to be in default of this Agreement, or have failed to comply with any term or conditions if, for reasons beyond the parties reasonable control, including without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible and diligently pursues such performance.
- 15.18 Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Florida. Except for a suit in federal court, Indian River County, Florida shall be the proper place of venue for all suits to enforce this Agreement. Any legal proceeding arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Indian River County, Florida, or if appropriate, the United States District Court for the Southern District of Florida. Notwithstanding any other provision of the Contract Documents, the Owner does not agree to, nor shall the parties; arbitrate in any matter whatsoever any issue arising out of this Agreement, the Contract Documents or the performance thereof. The Owner does not agree to pay attorneys' fees to the prevailing party in connection with a dispute arising out of this Agreement or the Contract Documents.
- 15.19 Waiver of Jury Trial. The parties expressly waive the right to a jury trial.
- 15.20 Dispute Resolution. Prior to initiating any litigation arising out of the Agreement, the parties to submit the dispute to non-binding mediation by



a mediator who is certified in Florida in an effort to resolve disputes in an expedient manner. Each party shall bear their own attorneys' fees, and the cost of the mediator shall be split between the parties.

- 15.21 Right to Enter this Agreement. Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performances and obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligation under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.
- 15.22 Conduct While on School Property. The Contractor acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and subject to the administrator or designee. It will be considered a breach of this Agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health, and well-being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.
- 15.25 Owner Transfer of Interest. If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Contractor arising from this Agreement shall automatically transfer to such third party without the necessity of a written document or consent from the Contractor.
- 15.26 Public Entity Crime Information Statement and Debarment – Section 287.133(2)(a) of the Florida Statutes states: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be

awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within a five-year period preceding the issuance of RFQ **SDIRC# 2015-05** been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within a five-year period preceding the issuance of RFQ **SDIRC# 2015-05** had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs (a) – (d) above, with respect to Contractor or its principals.

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

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



**15.30 Compliance with Federal Grant Requirements.** If made applicable by the use of federal grant funds in the Project or any other requirement as set out below, Contractor and its subcontractors shall comply with the following enactments, rules, regulations and orders:

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3).

Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 701 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).



## **ARTICLE 16 - PROJECT SIGNAGE**

**CONTRACTOR shall furnish and erect 1 signs at the Project site as directed by the PROJECT MANAGER. CONTRACTOR may install signage at the site subject to approval by the PROJECT MANAGER.**

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ARCHITECT on their behalf.

OWNER: SCHOOL BOARD OF INDIAN RIVER COUNTY

CONTRACTOR: MID-STATE MECHANICAL OF VERO BEACH, INC.

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

By Robert E. Piller

Attest: \_\_\_\_\_  
Superintendent  
(SEAL)

Attest: Jacob Pealody  
(CORPORATE SEAL)

Address for giving notices  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices  
3825 71<sup>ST</sup> Street  
Vero Beach, FL 32967

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

License No. RMA022800

Agent for service of process:

\_\_\_\_\_  
School Dist. Attorney

\_\_\_\_\_  
(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

## **Exhibit A**

### **Owner Direct Material/Equipment Purchase Program**

1. The Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

Any equipment, materials or supplies directly purchased by the Owner that are included in the Subcontractor's contract shall be referred to as Owner-Purchased Materials and the responsibilities of both Owner and Subcontractor relating to such Owner-Purchased Materials shall be governed by the terms and conditions of the procedures. The Owner will own and hold full title to all Owner-Purchased Materials.

2. Material suppliers shall be selected by the Subcontractor awarded the subcontract.

The Subcontractor has included the price for all construction materials in his bid. Owner Purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

3. Subcontractor shall provide Contractor a list of all intended suppliers, vendors, and material men for consideration as Owner-Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.
4. Upon request from Contractor, and in a timely manner, Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the Owner and the Contractor, to specifically identify the materials which Owner had, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:

A. The name, address, telephone number and contact person for the material supplier.

B. Manufacturer or brand, model or specification number of the item.

- C. Quantity needed as estimated by the Subcontractor.
- D. The price quoted by the supplier for the materials identified therein.
- E. Any sales tax associated, with such quote.
- F. Delivery dates as established by Subcontractor.

Subcontractor shall include reference to any terms and conditions which have been negotiated with the vendors; i.e., payment terms, warranties, retainage, etc.

Such Purchase Order Requisition Forms are to be submitted to Contractor's designated representative no less than fifteen (15) days prior to the need for ordering such Owner-Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that, such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.

- 5. After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Orders for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. Owners Purchasing Director or his designated representative shall be the approving authority for the Owner on Purchase Orders in conjunction with Owner-Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner-Purchased Materials on the delivery dates provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite.
- 6. In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the Owner, through the Contractor, one or more deductive Change Orders, referencing the full value of all Owner-Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in Subcontractor's bid to Contractor.



7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
  
8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site.
  
9. As Owner-Purchased Materials are delivered to the jobsite, the Subcontractor and the Contractor, as County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The Subcontractor shall assure that each delivery of Owner-Purchased materials is accompanied by adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor, as Owner's Representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the Owner through the Contractor for payment. The invoice shall be thereupon furnished to the Finance Department for processing and payment in the manner as all other Osceola School District invoices are processed. The Owner shall have the right to assign personnel to verify and audit the accuracy of all Director Purchase Documents.
  
10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the work

and instead shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Contractor, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to County resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or non-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.

11. The Subcontractor shall maintain records of all Owner-Purchased Materials it incorporates into the work from the stock of Owner-Purchased Materials in its possession. The Subcontractor shall account monthly to the Owner, through the Contractor, for any Owner-Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials which have been incorporated into the work.
12. The Subcontractor, as the Owner's agent, shall be responsible for obtaining and managing all warranties and guarantees for all material and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.
13. Notwithstanding the transfer of Owner-Purchased Materials by the Owner to the Subcontractor's possession, the Owner shall retain title to any and all Owner-Purchased Materials.
14. The transfer of possession of Owner-Purchased Materials from the Owner to the Subcontractor shall constitute a bailment for the mutual benefit of the Owner and the Subcontractor. The Owner shall be considered the bailor and the Subcontractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials shall be considered returned to the Owner for the purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. All Owner-Purchased Materials shall be stored at the construction site.
15. The insurance purchased and maintained by the Contractor shall be sufficient to protect against any loss of or damage to Owner-Purchased Equipment, Materials or Supplies. Such insurance shall cover the full value of any Owner-Purchased Materials not yet incorporated into the Project from the time the Owner first takes title. The Owner shall be



named as an Additional Insured Party on such policies of insurance. The Owner will bear the costs of all Payment and Performance Bonds and Owner's Insurance including Builder's Risk Insurance as a reimbursable expense to the Contractor. The Owner as an additional named insured on the Contractor's Builder's Risk Insurance and, in the event of damage or destruction to the Owner-Purchased Materials, the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction.

16. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner-Purchased Materials when such delay is a result of the failure of the Subcontractor's performance.
17. On a monthly basis, Subcontractor shall be required to review invoices submitted by all suppliers of Owner-Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon Subcontractor's records of material delivered to the site and any defects in such materials.
18. In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the Owner, through the Contractor, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered, and remitted directly to the supplier. The Subcontractor agrees to assist the Owner to immediately obtain a partial or final release of lien waiver as appropriate.
19. The Owner's direct purchase of equipment, materials or supplies, as provided herein does not relieve the Contractor or any Subcontractor of any obligation required pursuant to the contract or subcontract pertaining to the performance of work, except as to the Owner's obligation to make direct payments to such vendors and may reduce the bonds to the extent permitted by Section 255.05, F.S.



Purchasing  
Department

August 15, 2014

Bio-Rad Laboratories, Inc.  
Attn: Erica Pless  
2000 Alfred Nobel Dr.  
Hercules, CA 94547

**RE: CURRICULUM & INSTRUCTIONAL SUPPLIES**

Attention Vendor(s):

The Board of Trustees of Northside Independent School District has approved your bid (Multiple Awards) for **Curriculum & Instructional Supplies**. Please accept this letter as your official Notification of Award for **Bid #2014-117**. The contract will be valid effective **September 1, 2014 through August 31, 2015** with the option to extend one (1) additional one year term.

Our policy is that no work be performed or goods delivered unless you have received an authorized Purchase Order signed by a District Purchasing Department Official. The District is not responsible for goods or services that have not been ordered on a Purchase Order. As such, I strongly recommend that you require a Purchase Order prior to delivery of goods or services.

Our goal is to make payment in a timely manner for all legitimate invoices tendered to our Accounts Payable Department. In order to do this, we must require that all invoices for goods and services provided by your company be clearly marked with the Purchase Order Number assigned by the District.

Our Purchase Order (s) will be submitted at the appropriate time.

Sincerely,

Eric R. Walls  
Director of Purchasing

Northside Support  
Services Center  
607 Richland Hills Dr.  
Suite 700  
San Antonio, Texas  
78245-2149  
Tel: 210.397.8701  
Fax: 210.706.8834  
www.nisd.net

ERW:srp



### BID SHEET

Vendors are required to fill-in all requested information.

Bio-Rad Laboratories, Inc. will offer Northside Independent  
(Name of Company)

School District the following discount on purchases made at our store(s) or through our catalog(s).

20%\* % Discount from List price.  
(Vendor may submit one discount, or a discount range, for example 0-20%)

Does your company offer on-line catalog availability? Yes  No

If yes, provide web site: www.bio-rad.com

Do you have a walk-in (retail) store for will-call purchases? Yes  No

Will your company honor blanket purchase orders? Yes  No

Is the principal place of business for your company in the State of Texas? Yes  No

Does your company employ at least 500 people in the State of Texas? Yes  No

Define your company's return policy: Bio-Rad cannot accept returns without prior authorization, so to return a product contact Customer Service. When you call, be prepared to supply your account number, address, purchase order number, invoice number, shipping date, product description & catalog number. Equipment must be accompanied by a decontamination certificate issued by Bio-Rad.

Vendor Address: 2000 Alfred Nobel Drive

City: Hercules State: CA Zip: 94547

Contact Person: Erica Pless

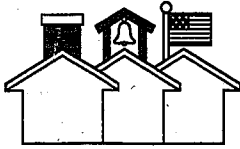
Contact Email Address: lsg.bids.us@bio-rad.com

Order Email Address: lsg.orders.us@bio-rad.com

Telephone: 800.424.6723 Fax Number: 800.879.2289

Signature: \_\_\_\_\_ Date: 7/2/14

\*See enclosed Bio-Rad Biotechnology Explorer catalog. Prices in catalog already reflect an educational discount of roughly 20% off regular price on all items in catalog.



# School District of Indian River County

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

Frances J. Adams, Ed.D. - Superintendent

## **CHARGING LETTER**

January 21, 2015

Ms. Viola Rhyant

1312 14<sup>th</sup> Place

Vero Beach, FL 32960

### **VIA: Hand Delivery**

Dear Ms. Rhyant:

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 January 27, 2015, that your employment with the District be terminated effective January 28, 2015. You will be suspended without pay until the Board meets on January 27, 2015. The School Board meeting will be held at the offices of the School Board of Indian River County, 1990 25<sup>th</sup> Street, Vero Beach, Florida, and the meeting commences at 6:00 p.m.

Pursuant to School Board policies 7530.01, 8600.04 and 8625, 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:

Texting while driving a District owned school bus, with and without students on board, on December 11, 2014, December 12, 2014, and January 5, 2015, as shown by the onboard video recording on your assigned school bus.

Due to the violation of Board policy, termination is the only alternative for the school district.

*Harry Davis*  
1-21-15

"Educate and inspire every student to be successful"

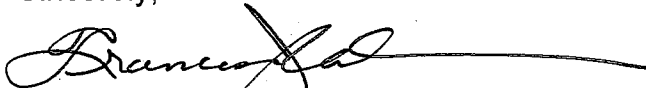
Shawn R. Frost • Dale Simchick • Matthew McCain • Charles G. Searcy • Claudia Jiménez  
District 1                      District 2                      District 3                      District 4                      District 5

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

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,

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: William Fritz, Assistant Superintendent of Human Resources ✓  
Dr. Edwina Suit, PHR, Executive Director of Human Resources  
Suzanne D'Agresta, School Board Attorney  
Patricia Chesnut, Director of Transportation

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 OCTOBER 31, 2014

FND FUNC	- 100 DESCRIPTION	GENERAL FUND	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2014	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3191	RESERVE OFFICERS TRAINING CORP		150,000.00	6,547.15	33,683.67	116,316.33	22
3202	MEDICAID		400,000.00	820.98	33,342.16	366,657.84	8
3310	FLA EDUCATION FINANCE PROGRAM		21,335,379.00	1,727,898.00	6,840,781.00	14,494,598.00	32
3315	WORKFORCE DEVELOPMENT		1,059,190.00	88,266.00	353,064.00	706,126.00	33
3323	WITHHELD FOR SBE ADM EXPENSES		10,105.00	0.00	0.00	10,105.00	0
3343	STATE LICENSE TAX		145,000.00	1,479.16	13,658.68	131,341.32	9
3344	LOTTERY FUNDS		173,966.00	0.00	0.00	173,966.00	0
3355	CLASS SIZE REDUCTION (CSR)		19,623,224.00	1,635,269.00	6,541,076.00	13,082,148.00	33
3361	SCHOOL RECOGNITION FUNDS		444,675.00	0.00	0.00	444,675.00	0
3371	VOLUNTARY PRE-K PROGRAM		493,880.66	45,076.67	134,286.43	359,594.23	27
3399	OTHER MISCELLANEOUS STATE REVE		46,044.79	11,511.20	11,511.20	34,533.59	25
3411	DISTRICT SCHOOL TAX		81,167,567.00	10,133.99	39,351.48	81,128,215.52	0
3414	CRITICAL OPERATING MILLAGE		8,261,330.00	156.42	2,019.06	8,259,310.94	0
3423	EXCESS FEES		68,000.00	70.20	70.20	67,929.80	0
3425	RENT		130,000.00	6,071.29	54,824.60	75,175.40	42
3431	INTEREST ON INVESTMENTS		184,000.00	475.06	147,685.83	36,314.17	80
3440	GIFTS, GRANTS AND REQUESTS		3,700.00	0.00	3,700.00	0.00	100
3461	ADULT ED FEES (Block Tuition)		25,000.00	1,710.00	7,230.00	17,770.00	29
3462	POST SECONDARY VOC COURSE FEES		167,900.00	4,434.71	37,446.68	130,453.32	22
3464	CAPITAL IMPROVEMENT FEES		8,910.00	208.00	2,006.00	6,904.00	23
3465	POSTSECONDARY LAB FEES		64,500.00	3,464.00	16,459.00	48,041.00	26
3466	LIFELONG LEARNING FEES		10,000.00	408.00	3,405.00	6,595.00	34
3467	GED TESTING FEES		9,000.00	220.00	2,260.00	6,740.00	25
3469	OTHER STUDENT FEES		12,000.00	852.00	4,195.00	7,805.00	35
3473	SCHOOL AGE CHILD CARE FEES		165,000.00	20,440.60	60,964.81	104,035.19	37
3491	BUS FEES		30,000.00	0.00	0.00	30,000.00	0
3493	SALE OF JUNK		0.00	0.00	653.40	653.40-	0
3494	FEDERAL INDIRECT		400,000.00	40,044.38	99,001.81	300,998.19	25
3495	OTHER MISC LOCAL SOURCES		1,570,445.91	82,880.76	255,708.52	1,314,737.39	16
3497	REFUNDS-PRIOR YEAR EXPENDITURE		0.00	0.00	1,091.75	1,091.75-	0
3499	RECPT-FOOD SERVICES INDIRECT C		150,000.00	18,217.30	58,205.32	91,794.68	39
3630	TRANSFERS-CAPITAL PROJECTS FD		4,526,397.00	72,333.00	275,451.00	4,250,946.00	6
3730	SALE OF FIXED ASSETS		25,000.00	4,110.00	9,968.38	15,031.62	40
	*		140,860,214.36	3,783,097.87	15,043,100.98	125,817,113.38	11



SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 OCTOBER 31, 2014

FND FUNC	- 200 DESCRIPTION	DEBT SERVICE	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER	2014	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		1,413,472.06	0.00		0.00	1,413,472.06	0
3322	CO & DS WITHHELD-SBE/COBI BOND		201,202.55	0.00		0.00	201,202.55	0
3412	DIST INTEREST/SINKING TAXES		0.00	528.31		1,247.31	1,247.31-	0
3431	INTEREST ON INVESTMENTS		4,000.00	47.68		2,000.08	1,999.92	50
3630	TRANSFERS-CAPITAL PROJECTS FD		10,465,995.80	0.00		0.00	10,465,995.80	0
	*		12,084,670.41	575.99		3,247.39	12,081,423.02	0

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 OCTOBER 31, 2014

FND FUNC	- 300 DESCRIPTION	CAPITAL FUND	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER	2014	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3321	CO & DS DISTRIBUTED		68,705.00	0.00		68,705.00	0.00	100
3391	PUBLIC EDUCATION CAPITAL OUTLA		321,266.00	0.00		321,266.00	0.00	100
3397	CHARTER SCHOOL CAPITAL OUTLAY		1,026,397.00	0.00		1,026,397.00	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		20,661,036.07	3,224.67		20,664,260.74	3,224.67-	100
3431	INTEREST ON INVESTMENTS		31,494.86	2,257.70		10,728.67	20,766.19	34
3495	OTHER MISC LOCAL SOURCES		7,887.00	7,887.00		7,887.00	0.00	100
3496	Impact Fees		386,433.00	52,170.00		386,433.00	0.00	100
	*		22,533,218.93	65,539.37		22,515,677.41	17,541.52	100

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 OCTOBER 31, 2014

FND FUNC	- 400 DESCRIPTION	SPECIAL REVENUE	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2014	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3201	VOCATIONAL EDUCATION ACTS		162,779.25	15,265.90	36,961.65	125,817.60	23
3214	ARRA Race to the Top		688,741.49	10,770.61	126,168.74	562,572.75	18
3225	Teacher/PRINCIPAL TRAIN/RECRUI		732,233.63	87,124.44	217,867.70	514,365.93	30
3230	EDUCATION FOR THE HANDICAPPED		4,336,022.99	353,832.32	1,015,967.83	3,320,055.16	23
3240	ECIA, CHAPTER 1		5,415,546.50	295,065.23	843,941.22	4,571,605.28	16
3251	ADULT BASIC EDUCATION		163,730.54	15,290.75	46,097.85	117,632.69	28
3261	SCHOOL LUNCH REIMBURSEMENT		4,057,605.00	525,698.42	1,218,907.42	2,838,697.58	30
3262	SCHOOL BREAKFAST REIMBURSEMENT		1,198,771.20	147,323.44	344,618.23	854,152.97	29
3263	AFTER SCHOOL SNACKS-FED REIMB		243,540.00	35,447.78	73,532.68	170,007.32	30
3265	USDA DONATED COMMODITIES		243,234.30	0.00	0.00	243,234.30	0
3267	SUMMER FEEDING PROGRAM		250,000.00	0.00	84,041.06	165,958.94	34
3268	FRESH FRUIT AND VEGETABLE PRG		236,150.00	0.00	0.00	236,150.00	0
3280	Federal Through Local		48,745.00	7,715.42	7,715.42	41,029.58	16
3290	OTHER FEDERAL THROUGH STATE		16,437.74	0.00	16,437.74	0.00	100
3293	EMERGENCY IMMIGRANT EDUC. PROG		198,314.36	13,505.85	28,986.61	169,327.75	15
3337	SCHOOL BREAKFAST SUPPLEMENT		52,734.00	0.00	0.00	52,734.00	0
3338	SCHOOL LUNCH SUPPLEMENT		63,749.00	0.00	0.00	63,749.00	0
3431	INTEREST ON INVESTMENTS		1,800.00	273.99	1,310.65	489.35	73
3451	STUDENT LUNCHESES		624,915.00	73,068.29	164,929.91	459,985.09	26
3452	STUDENT BREAKFASTS		86,961.60	6,599.40	14,991.20	71,970.40	17
3453	ADULT BREAKFASTS/LUNCHESES		63,531.00	4,806.00	10,610.50	52,920.50	17
3454	STUDENT A LA CARTE		631,127.97	78,909.47	178,030.68	453,097.29	28
3455	Student Snacks (Revised Redbk)		30,240.00	0.00	0.00	30,240.00	0
3456	MEALS ON WHEELS-OTH FOOD SALES		322,000.00	28,986.22	108,654.66	213,345.34	34
3457	CATERING AND OTHER FOOD SALES		4,200.00	518.92	930.89	3,269.11	22
3495	OTHER MISC LOCAL SOURCES		0.00	2,299.54	5,475.77	5,475.77-	0
	*		19,873,110.57	1,702,501.99	4,546,178.41	15,326,932.16	23

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 OCTOBER 31, 2014

FND FUNC	- 700 DESCRIPTION	INTERNAL SERVICE FUN	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2014	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		783,936.00	150,858.41	197,663.42	586,272.58	25
3431	INTEREST ON INVESTMENTS		10,000.00	783.27	4,102.05	5,897.95	41
3483	PREMIUM REVENUE-VISION INS		103,000.00	8,709.81	33,614.10	69,385.90	33
3484	PREMIUM REVENUE-HEALTH INS		14,948,350.00	1,259,134.70	4,935,914.82	10,012,435.18	33
3485	PREMIUM REVENUE-DENTAL		1,400,000.00	93,829.77	370,199.29	1,029,800.71	26
3486	PREMIUM REVENUE-LIFE INSURANCE		550,000.00	35,166.49	139,544.31	410,455.69	25
3487	PREMIUM REVENUE-DISABILITY INS		275,000.00	20,154.63	81,263.84	193,736.16	30
3488	CONTRIBUTIONS-FLEXIBLE SPENDIN		225,000.00	17,913.22	72,428.43	152,571.57	32
	*		18,295,286.00	1,586,550.30	5,834,730.26	12,460,555.74	32



SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 OCTOBER 31, 2014

FND FUNC	- 800 DESCRIPTION	AGENCY	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2014	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		0.00	2.69	10.67	10.67-	0
	*		0.00	2.69	10.67	10.67-	0

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 OCTOBER 31, 2014

FND FUNC	- 900 DESCRIPTION	ENTERPRISE FUNDS	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2014	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		700.00	93.27	399.42	300.58	57
3473	SCHOOL AGE CHILD CARE FEES		719,900.00	76,855.65	278,741.59	441,158.41	39
	*		720,600.00	76,948.92	279,141.01	441,458.99	39

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 OCTOBER 31, 2014

FND FUNC	DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2014	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
=====	=====	=====	=====	=====	=====	=====
REQUEST 005	TOTAL	214,367,100.27	7,215,217.13	48,222,086.13	166,145,014.14	22

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		91311457.56	53243331.03	12924090.93	16698079.17	4305.00	6297776.59	765402.51	1378472.33	.00
EXPENDITURE		20797095.33	10737039.88	2702849.65	5288255.75	555.09	1630877.15	175035.46	262482.35	.00
ENCUMBRANCE		2242455.59	.00	.00	651563.51	.00	1337273.71	42448.37	211170.00	.00
BALANCE		68271906.64	42506291.15	10221241.28	10758259.91	3749.91	3329625.73	547918.68	904819.98	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		3732184.25	2898339.64	762114.88	29600.35	3861.00	26052.68	1146.05	11069.65	.00
EXPENDITURE		829944.89	640197.79	161777.83	7258.41	969.87	9797.38	499.65	9443.96	.00
ENCUMBRANCE		16575.09	.00	.00	11028.90	.00	5146.22	399.97	.00	.00
BALANCE		2885664.27	2258141.85	600337.05	11313.04	2891.13	11109.08	246.43	1625.69	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		1971024.77	1398556.87	394942.49	6418.26	.00	17050.02	151171.11	2886.02	.00
EXPENDITURE		386391.07	293202.46	79912.32	779.01	.00	2263.97	5760.12	4473.19	.00
ENCUMBRANCE		35428.80	.00	.00	2579.89	.00	4352.78	28496.13	.00	.00
BALANCE		1549204.90	1105354.41	315030.17	3059.36	.00	10433.27	116914.86	1587.17-	.00
INST & CURR DEV 6300										
APPROPRIATION		2985180.78	2388198.09	549409.79	15554.25	.00	25845.65	6173.00	.00	.00
EXPENDITURE		747980.16	594356.77	148163.02	2177.19	.00	2867.14	397.04	19.00	.00
ENCUMBRANCE		8649.07	.00	.00	2900.18	.00	5748.89	.00	.00	.00
BALANCE		2228551.55	1793841.32	401246.77	10476.88	.00	17229.62	5775.96	19.00-	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1449473.92	918103.68	224773.12	165973.84	.00	7012.21	36826.00	96785.07	.00
EXPENDITURE		284388.43	183360.93	42901.58	28398.78	.00	3545.14	.00	26182.00	.00
ENCUMBRANCE		36010.96	.00	.00	10574.77	.00	.00	25436.19	.00	.00
BALANCE		1129074.53	734742.75	181871.54	127000.29	.00	3467.07	11389.81	70603.07	.00
INSTR RELATED TECH 6500										
APPROPRIATION		2310307.09	487223.00	129859.42	739997.66	1744.30	980.00	950502.71	.00	.00
EXPENDITURE		630846.54	185869.74	45449.00	320338.63	.00	420.60	78768.57	.00	.00
ENCUMBRANCE		1130390.90	.00	.00	392682.94	.00	.00	737707.96	.00	.00
BALANCE		549069.65	301353.26	84410.42	26976.09	1744.30	559.40	134026.18	.00	.00
BOARD OF EDUCATION 7100										
APPROPRIATION		1137527.31	206036.00	336650.63	456313.10	.00	394.84	450.00	137682.74	.00
EXPENDITURE		364775.67	70806.96	41698.68	134777.74	.00	.00	.00	117492.29	.00
ENCUMBRANCE		295570.32	.00	.00	295504.10	.00	28.73	37.49	.00	.00
BALANCE		477181.32	135229.04	294951.95	26031.26	.00	366.11	412.51	20190.45	.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		408602.96	279387.13	86874.05	17600.01	.00	6426.78	264.99	18050.00	.00
EXPENDITURE		167934.23	93553.44	28062.43	6378.71	.00	734.63	211.02	38994.00	.00
ENCUMBRANCE		9635.74	.00	.00	8415.73	.00	250.01	.00	970.00	.00
-----										
BALANCE		231032.99	185833.69	58811.62	2805.57	.00	5442.14	53.97	21914.00-	.00
-----										
SCH ADMINISTRATION	7300									
APPROPRIATION		8211002.55	6188816.81	1621276.53	95862.36	600.00	161097.65	122384.84	20964.36	.00
EXPENDITURE		2326747.38	1777102.21	448331.46	24297.27	302.63	19584.56	52243.51	4885.74	.00
ENCUMBRANCE		52138.85	.00	.00	38663.17	.00	8394.29	5081.39	.00	.00
-----										
BALANCE		5832116.32	4411714.60	1172945.07	32901.92	297.37	133118.80	65059.94	16078.62	.00
-----										
FAC ACQ & CONST	7400									
APPROPRIATION		1365135.69	455535.00	104388.29	17008.29	8000.00	3750.00	776454.11	.00	.00
EXPENDITURE		432907.11	151845.04	35500.18	12761.07	2662.04	729.75	229409.03	.00	.00
ENCUMBRANCE		109787.24	.00	.00	3275.87	.00	553.90	105957.47	.00	.00
-----										
BALANCE		822441.34	303689.96	68888.11	971.35	5337.96	2466.35	441087.61	.00	.00
-----										
FISCAL SERVICES	7500									
APPROPRIATION		1137212.53	828953.00	228518.45	60731.08	.00	3010.01	199.99	15800.00	.00
EXPENDITURE		397706.36	276786.54	74282.40	32249.82	.00	933.58	199.99	13254.03	.00
ENCUMBRANCE		21084.26	.00	.00	21084.26	.00	.00	.00	.00	.00
-----										
BALANCE		718421.91	552166.46	154236.05	7397.00	.00	2076.43	.00	2545.97	.00
-----										
FOOD SERVICE	7600									
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
-----										
CENTRAL SERVICES	7700									
APPROPRIATION		2236171.29	1406405.42	363116.71	367038.65	9430.00	58304.46	11589.40	20286.65	.00
EXPENDITURE		625227.94	433489.12	119380.90	56808.29	3272.97	6592.66	2584.00	3100.00	.00
ENCUMBRANCE		173491.49	.00	.00	160866.72	.00	10233.57	2391.20	.00	.00
-----										
BALANCE		1437451.86	972916.30	243735.81	149363.64	6157.03	41478.23	6614.20	17186.65	.00
-----										
TRANSPORTATION SER	7800									
APPROPRIATION		4934662.11	2856509.89	891457.90	310765.35	692214.76	182568.83	505.00	640.38	.00
EXPENDITURE		1210779.49	665882.30	204792.42	64502.05	171830.09	54450.65	148.80	49173.18	.00
ENCUMBRANCE		141340.43	.00	.00	30562.70	80177.82	30282.41	317.50	.00	.00
-----										
BALANCE		3582542.19	2190627.59	686665.48	215700.60	440206.85	97835.77	38.70	48532.80-	.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		12679424.68	3200452.74	990549.48	3215021.21	4859071.00	388869.86	6622.02	18838.37	.00
EXPENDITURE		4777769.18	1036543.86	311705.35	1786422.38	1537099.31	104454.31	1543.97	.00	.00
ENCUMBRANCE		710572.22	.00	.00	582729.48	9303.29	118539.45	.00	.00	.00
BALANCE		7191083.28	2163908.88	678844.13	845869.35	3312668.40	165876.10	5078.05	18838.37	.00
MAINTENANCE SERVICE 8100										
APPROPRIATION		2985586.13	1900989.05	498189.26	348499.08	47154.01	172290.95	18244.78	219.00	.00
EXPENDITURE		1050037.25	623136.00	164863.95	165006.68	31445.38	53606.96	11978.28	.00	.00
ENCUMBRANCE		247524.57	.00	.00	134421.32	2425.01	106295.06	4383.18	.00	.00
BALANCE		1688024.31	1277853.05	333325.31	49071.08	13283.62	12388.93	1883.32	219.00	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		7785400.68	1629471.50	394241.27	818597.70	1330.85	2077.32	4939582.04	100.00	.00
EXPENDITURE		1995373.56	524642.04	125010.76	702929.61	1735.16	58.39	640997.60	.00	.00
ENCUMBRANCE		489835.53	.00	.00	65758.14	.00	165.50	423911.89	.00	.00
BALANCE		5300191.59	1104829.46	269230.51	49909.95	404.31	1853.43	3874672.55	100.00	.00
COMMUNITY SERVICES 9100										
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
*SUB TOTAL										
APPROPRIATION		146640354.30	80286308.85	20500453.20	23363060.36	5627710.92	7353507.85	7787518.55	1721794.57	.00
EXPENDITURE		37025904.59	18287815.08	4734681.93	8633341.39	1749872.54	1890916.87	1199777.04	529499.74	.00
ENCUMBRANCE		5720491.06	.00	.00	2412611.68	91906.12	1627264.52	1376568.74	212140.00	.00
BALANCE		103893958.65	61998493.77	15765771.27	12317107.29	3785932.26	3835326.46	5211172.77	980154.83	.00
DEBT SERVICES 9200										
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
*SUB TOTAL										
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

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		146640354.30	80286308.85	20500453.20	23363060.36	5627710.92	7353507.85	7787518.55	1721794.57	.00
EXPENDITURE		37025904.59	18287815.08	4734681.93	8633341.39	1749872.54	1890916.87	1199777.04	529499.74	.00
ENCUMBRANCE		5720491.06	.00	.00	2412611.68	91906.12	1627264.52	1376568.74	212140.00	.00
BALANCE		103893958.65	61998493.77	15765771.27	12317107.29	3785932.26	3835326.46	5211172.77	980154.83	.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		11294627.67	.00	.00	.00	.00	.00	.00	11294627.67	.00
EXPENDITURE		2806.19	.00	.00	.00	.00	.00	.00	2806.19	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		11291821.48	.00	.00	.00	.00	.00	.00	11291821.48	.00
*SUB TOTAL										
APPROPRIATION		11294627.67	.00	.00	.00	.00	.00	.00	11294627.67	.00
EXPENDITURE		2806.19	.00	.00	.00	.00	.00	.00	2806.19	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		11291821.48	.00	.00	.00	.00	.00	.00	11291821.48	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		11294627.67	.00	.00	.00	.00	.00	.00	11294627.67	.00
EXPENDITURE		2806.19	.00	.00	.00	.00	.00	.00	2806.19	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		11291821.48	.00	.00	.00	.00	.00	.00	11291821.48	.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		26974182.48	.00	.00	.00	.00	.00	26974182.48	.00	.00
EXPENDITURE		3974897.01	.00	.00	.00	.00	.00	3974897.01	.00	.00
ENCUMBRANCE		7996646.41	.00	.00	.00	.00	.00	7996646.41	.00	.00
BALANCE		15002639.06	.00	.00	.00	.00	.00	15002639.06	.00	.00
*SUB TOTAL										
APPROPRIATION		26974182.48	.00	.00	.00	.00	.00	26974182.48	.00	.00
EXPENDITURE		3974897.01	.00	.00	.00	.00	.00	3974897.01	.00	.00
ENCUMBRANCE		7996646.41	.00	.00	.00	.00	.00	7996646.41	.00	.00
BALANCE		15002639.06	.00	.00	.00	.00	.00	15002639.06	.00	.00
9700 - 9790										
APPROPRIATION		14992392.80	.00	.00	.00	.00	.00	.00	.00	4992392.80
EXPENDITURE		275451.00	.00	.00	.00	.00	.00	.00	.00	275451.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		14716941.80	.00	.00	.00	.00	.00	.00	.00	4716941.80
*SUB TOTAL										
APPROPRIATION		14992392.80	.00	.00	.00	.00	.00	.00	.00	4992392.80
EXPENDITURE		275451.00	.00	.00	.00	.00	.00	.00	.00	275451.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		14716941.80	.00	.00	.00	.00	.00	.00	.00	4716941.80
GRAND TOTAL FOR FUND										
APPROPRIATION		41966575.28	.00	.00	.00	.00	.00	26974182.48	.00	4992392.80
EXPENDITURE		4250348.01	.00	.00	.00	.00	.00	3974897.01	.00	275451.00
ENCUMBRANCE		7996646.41	.00	.00	.00	.00	.00	7996646.41	.00	.00
BALANCE		29719580.86	.00	.00	.00	.00	.00	15002639.06	.00	4716941.80



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		6583586.02	4316620.67	1246886.61	249191.83	.00	275671.57	445459.53	49755.81	.00
EXPENDITURE		1191321.67	689450.18	199483.07	24378.56	.00	131285.60	134401.38	12322.88	.00
ENCUMBRANCE		126524.76	.00	.00	35881.65	.00	58606.03	32037.08	.00	.00
BALANCE		5265739.59	3627170.49	1047403.54	188931.62	.00	85779.94	279021.07	37432.93	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		1016660.05	714544.59	179942.01	22034.00	.00	96139.45	.00	4000.00	.00
EXPENDITURE		203340.39	144317.64	35728.16	963.02	.00	20336.57	.00	1995.00	.00
ENCUMBRANCE		2924.66	.00	.00	2264.66	.00	660.00	.00	.00	.00
BALANCE		810395.00	570226.95	144213.85	18806.32	.00	75142.88	.00	2005.00	.00
INST & CURR DEV 6300										
APPROPRIATION		2135187.67	1633035.10	412170.88	56181.69	.00	.00	30800.00	3000.00	.00
EXPENDITURE		503382.06	385435.20	86968.60	15989.30	.00	.00	14919.96	69.00	.00
ENCUMBRANCE		20658.32	.00	.00	20658.32	.00	.00	.00	.00	.00
BALANCE		1611147.29	1247599.90	325202.28	19534.07	.00	.00	15880.04	2931.00	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1262106.33	409197.37	79520.07	526668.02	.00	82894.27	7366.07	156460.53	.00
EXPENDITURE		317368.65	82787.90	16060.34	191259.14	.00	9997.10	.00	17264.17	.00
ENCUMBRANCE		85153.99	.00	.00	80916.01	.00	4237.98	.00	.00	.00
BALANCE		859583.69	326409.47	63459.73	254492.87	.00	68659.19	7366.07	139196.36	.00
GEN ADMINISTRATION 7200										
APPROPRIATION		467349.90	.00	.00	.00	.00	.00	.00	467349.90	.00
EXPENDITURE		99001.81	.00	.00	.00	.00	.00	.00	99001.81	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		368348.09	.00	.00	.00	.00	.00	.00	368348.09	.00
SCH ADMINISTRATION 7300										
APPROPRIATION		61957.00	44355.00	17602.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		7133.22	5347.24	1785.98	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		54823.78	39007.76	15816.02	.00	.00	.00	.00	.00	.00
FOOD SERVICE 7600										
APPROPRIATION		8595118.55	2695558.33	1003020.90	149057.91	310389.36	3930987.69	208522.95	297581.41	.00
EXPENDITURE		1909463.12	589335.60	182555.38	41308.72	100609.95	901547.79	17279.35	76826.33	.00
ENCUMBRANCE		2278325.31	.00	5107.20	53156.80	19552.15	2166347.97	34161.19	.00	.00
BALANCE		4407330.12	2106222.73	815358.32	54592.39	190227.26	863091.93	157082.41	220755.08	.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
CENTRAL SERVICES 7700										
APPROPRIATION		38750.00	.00	.00	38750.00	.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		38750.00	.00	.00	38750.00	.00	.00	.00	.00	.00
TRANSPORTATION SER 7800										
APPROPRIATION		166746.84	.00	.00	.00	.00	.00	.00	166746.84	.00
EXPENDITURE		3518.40	.00	.00	.00	.00	.00	.00	3518.40	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		163228.44	.00	.00	.00	.00	.00	.00	163228.44	.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		15207.69	9947.84	1629.52	.00	.00	3630.33	.00	.00	.00
EXPENDITURE		26785.05	19895.68	3259.04	.00	.00	3630.33	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		11577.36	9947.84	1629.52	.00	.00	.00	.00	.00	.00
*SUB TOTAL										
APPROPRIATION		20357670.05	9823258.90	2940771.99	1056883.45	310389.36	4389323.31	692148.55	1144894.49	.00
EXPENDITURE		4261314.37	1916569.44	525840.57	273898.74	100609.95	1066797.39	166600.69	210997.59	.00
ENCUMBRANCE		2513587.04	.00	5107.20	192877.44	19552.15	2229851.98	66198.27	.00	.00
BALANCE		13582768.64	7906689.46	2409824.22	590107.27	190227.26	1092673.94	459349.59	933896.90	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		20357670.05	9823258.90	2940771.99	1056883.45	310389.36	4389323.31	692148.55	1144894.49	.00
EXPENDITURE		4261314.37	1916569.44	525840.57	273898.74	100609.95	1066797.39	166600.69	210997.59	.00
ENCUMBRANCE		2513587.04	.00	5107.20	192877.44	19552.15	2229851.98	66198.27	.00	.00
BALANCE		13582768.64	7906689.46	2409824.22	590107.27	190227.26	1092673.94	459349.59	933896.90	.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		143252.56	.00	.00	.00	.00	.00	143252.56	.00	.00
EXPENDITURE		130222.56	.00	.00	.00	.00	.00	130222.56	.00	.00
ENCUMBRANCE		13030.00	.00	.00	.00	.00	.00	13030.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
FISCAL SERVICES 7500										
APPROPRIATION		82253.81	66411.00	15842.81	.00	.00	.00	.00	.00	.00
EXPENDITURE		27364.24	22137.04	5227.20	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		54889.57	44273.96	10615.61	.00	.00	.00	.00	.00	.00
CENTRAL SERVICES 7700										
APPROPRIATION		19346473.63	44456.01	2794019.18	1447483.28	1800.00	4500.00	45286.16	15008929.00	.00
EXPENDITURE		2266494.66	14818.72	571963.41	244119.74	613.37	2840.88	.00	1432138.54	.00
ENCUMBRANCE		6340.81	.00	.00	301.18	.00	.00	6039.63	.00	.00
BALANCE		17073638.16	29637.29	2222055.77	1203062.36	1186.63	1659.12	39246.53	13576790.46	.00
OPERATION SERVICES 7900										
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
MAINTENANCE SERVICE 8100										
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
*SUB TOTAL										
APPROPRIATION		19571980.00	110867.01	2809861.99	1447483.28	1800.00	4500.00	188538.72	15008929.00	.00
EXPENDITURE		2424081.46	36955.76	577190.61	244119.74	613.37	2840.88	130222.56	1432138.54	.00
ENCUMBRANCE		19370.81	.00	.00	301.18	.00	.00	19069.63	.00	.00
BALANCE		17128527.73	73911.25	2232671.38	1203062.36	1186.63	1659.12	39246.53	13576790.46	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		19571980.00	110867.01	2809861.99	1447483.28	1800.00	4500.00	188538.72	15008929.00	.00
EXPENDITURE		2424081.46	36955.76	577190.61	244119.74	613.37	2840.88	130222.56	1432138.54	.00
ENCUMBRANCE		19370.81	.00	.00	301.18	.00	.00	19069.63	.00	.00
BALANCE		17128527.73	73911.25	2232671.38	1203062.36	1186.63	1659.12	39246.53	13576790.46	.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		750084.90	496976.21	93958.69	56000.00	.00	69500.00	33500.00	150.00	.00
EXPENDITURE		203469.19	139220.02	24831.63	19840.81	.00	18653.73	823.00	100.00	.00
ENCUMBRANCE		13320.74	.00	.00	4055.13	.00	9265.61	.00	.00	.00
BALANCE		533294.97	357756.19	69127.06	32104.06	.00	41580.66	32677.00	50.00	.00
*SUB TOTAL										
APPROPRIATION		750084.90	496976.21	93958.69	56000.00	.00	69500.00	33500.00	150.00	.00
EXPENDITURE		203469.19	139220.02	24831.63	19840.81	.00	18653.73	823.00	100.00	.00
ENCUMBRANCE		13320.74	.00	.00	4055.13	.00	9265.61	.00	.00	.00
BALANCE		533294.97	357756.19	69127.06	32104.06	.00	41580.66	32677.00	50.00	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		750084.90	496976.21	93958.69	56000.00	.00	69500.00	33500.00	150.00	.00
EXPENDITURE		203469.19	139220.02	24831.63	19840.81	.00	18653.73	823.00	100.00	.00
ENCUMBRANCE		13320.74	.00	.00	4055.13	.00	9265.61	.00	.00	.00
BALANCE		533294.97	357756.19	69127.06	32104.06	.00	41580.66	32677.00	50.00	.00

\* \* \* END OF IRBD410 REPORT \* \* \*

FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING			PRD-04 OCTOBER 2014	
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
B	TRANSFERS	14,992,392.80	0.00	0.00	275,451.00	14,716,941.80
B 001	Safety to Health	2,662,033.00	19,740.70	475,793.10	344,821.68	1,821,677.52
B 002	ADA COMPLIANCE	57,000.00	0.00	0.00	6,065.00	50,935.00
B 003	ENVIRONMENTAL COMPLIANCE	15,323.44	0.00	11,435.31	220.69	3,667.44
B 004	AIR CONDITIONING	1,116,425.39	7,380.18	162,078.56	155,863.16	791,103.49
B 005	ROOFING	524,320.21	0.00	47,776.75	23,229.46	453,314.00
B 007	WALKWAYS AND SIDEWALKS	35,698.00	0.00	0.00	327.00	35,371.00
B 008	ELECTRICAL	249,778.94	2,569.00	50,834.52	48,933.37	147,442.05
B 009	SITE IMPROVEMENTS	366,825.26	42,990.94	60,204.80	44,100.79	219,528.73
B 010	BUILDING RENOVATIONS	95,642.12	0.00	51,276.68	8,068.00	36,297.44
B 012	TECHNOLOGY	786,915.87	3,042.28	12,275.41	3,339.05	768,259.13
B 013	MOTOR VEHICLES	850,553.61	0.00	0.00	3,840.00	846,713.61
B 016	PLUMBING & WATER PROJECTS	36,144.23	0.00	25,595.19	5,361.72	5,187.32
B 018	PAVING	10,000.00	0.00	0.00	2,400.00	7,600.00
B 021	TECHNOLOGY TRANS.VIDEO/COMMUN.	85,122.70	0.00	25,000.00	0.00	60,122.70
B 023	PAINTING SERVICES	5,000.00	0.00	0.00	0.00	5,000.00
B 024	MISC EQUIPMENT	567,819.12	0.00	73,154.90	55,291.12	439,373.10
B 029	SEBASTIAN RIVER HIGH ADDITION	7,556.50	0.00	0.00	7,556.50	0.00
B 032	DRAINAGE	5,000.00	0.00	0.00	0.00	5,000.00
B 033	WINDOWS & DOORS	19,225.37	830.50	17,673.77	1,611.18	770.92
B 034	CUSTODIAL/GROUNDS EQUIPMENT	50,000.00	16,583.38	24,959.50	8,151.35	305.77
B 036	CONSULTING	28,779.91	0.00	10,000.00	3,000.00	15,779.91
B 037	GLENDALE HARDCOURT	2,471.25	0.00	1,147.50	0.00	1,323.75
B 044	GYM/BAND/PE	152,999.36	0.00	12,160.00	27,993.50	112,845.86
B 048	PORTABLE LEASING & FF&E	2,236,260.76	6,000.00	401,579.72	731,460.02	1,097,221.02
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 060	SRMS Locker Room Renovation	0.00	0.00	0.00	0.00	0.00
B 067	Storm Grove Middle School	0.00	0.00	0.00	0.00	0.00
B 068	Beachland -- Expansion	303,520.00	0.00	0.00	0.00	303,520.00
B 069	Upgrade TV Production Studio	0.00	0.00	0.00	0.00	0.00
B 072	PLAYGROUNDS	1,037,793.68	1,500.00	458,270.02	557,984.23	20,039.43
B 100	OTHER DISTRICTWIDE PROJECTS	0.00	0.00	0.00	0.00	0.00
B 401	District Office Lease	45,000.00	0.00	26,250.00	18,750.00	0.00
B 402	Administration Facility	7,030,238.74	0.00	1,328,182.45	302,640.38	5,399,415.91
B 403	Support Services Complex	0.00	0.00	0.00	0.00	0.00
B 404	Fellsmere Cafe Expan & Class A	594,164.71	15,900.00	127,135.39	442,373.19	8,756.13
B 405	Traffic Improvement Projects	0.00	0.00	0.00	0.00	0.00
B 406	TCE Additional Classrooms	204,093.11	0.00	91,314.34	79,349.69	33,429.08
B 407	Vero Beach El Replacement	21,700.00	0.00	2,675.00	19,025.00	0.00
B 408	Energy Management Projects	0.00	0.00	0.00	0.00	0.00
B 411	Renovate Thompson for Osceola	989.33	0.00	981.00	0.00	8.33
B 412	Rehabilitate Oslo Middle Schl	290,360.38	0.00	96,853.63	87,508.54	105,998.21
B 413	Vero Beach HS/FLC/PAC HVAC	0.00	0.00	0.00	0.00	0.00
B 414	Performing Arts Allocation	70,000.00	0.00	10,585.00	17,193.04	42,221.96
B 415	Gifford Middle School Chillers	17,913.50	0.00	0.00	0.00	17,913.50
B 416	Gifford M.Kalwell Revitalizatn	136,520.79	0.00	29,329.00	4,560.00	102,631.79
B 417	SRHS Lights EMS	0.00	0.00	0.00	0.00	0.00
B 418	Citrus Mechanical Rehab.	3,449.40	0.00	3,449.40	0.00	0.00
B 419	SMS TES	77,718.20	0.00	0.00	71,971.20	5,747.00
B 420	Highlands Mechanical Rehab.	43,115.98	0.00	13,133.00	0.00	29,982.98



FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING			PRD-04	OCTOBER	2014
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	
B	421	Floor replacement to tile DW	286,456.71	0.00	105,710.36	180,746.35	0.00
B	422	Rosewood PPU Road Improvements	249,434.48	0.00	7,319.48	188,036.00	54,079.00
B	423	VBHS Firedoors	0.00	0.00	0.00	0.00	0.00
B	425	VBHS Citrus Bowl Field Rehab	1,952.01	0.00	1,952.01	0.00	0.00
B	426	VBHS FLC Soccer/Lacorsse Flds	4,538.65	0.00	4,538.65	0.00	0.00
B	427	TCE Firewall	0.00	0.00	0.00	0.00	0.00
B	428	Data Air for IT Room	0.00	0.00	0.00	0.00	0.00
B	429	Citrus Additional Classrooms	5,603,136.37	77,625.00	4,167,021.97	518,125.80	840,363.60
B	430	Glendale FAFCO Tank Replacemnt	0.00	0.00	0.00	0.00	0.00
B	431	Districtwide Chiller Replacemt	860,191.40	56,699.00	59,000.00	5,000.00	739,492.40
B	432	VBHS Building IV Repairs	125,000.00	0.00	0.00	0.00	125,000.00
	*		41,966,575.28	249,199.98	7,996,646.41	4,250,348.01	29,470,380.88

BUDGET STATUS SUMMARY  
BUDGET AND EXPENDITURE REPORT-CAPITAL PROJECTS

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
REQUEST 091 TOTAL	41,966,575.28	249,199.98	7,996,646.41	4,250,348.01	29,470,380.88

FND - 420 SPECIAL REVENUE - OTHER - 420		PRD-00 BEGINNING			PRD-04	OCTOBER	2014
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B 101	Title I Part C Migrant 2014/15	57778.00	0.00	1126.63	9007.34	47644.03	82.46
B 102	Title I Part C Migrant 2013/14	1990.80	0.00	0.00	1990.80	0.00	.00
B 105	Title I Part A Basic 2014-2015	5145874.98	1876.37	105860.17	747361.49	4290776.95	83.38
B 106	Title I Part A Basic 2013-2014	69872.72	0.00	0.00	69872.72	0.00	.00
B 111	Title II FY15 Teacher Training	690851.00	220.00	6414.41	176485.07	507731.52	73.49
B 112	Title II FY14 Teacher Training	41382.63	0.00	0.00	41382.63	0.00	.00
B 134	Title I School Imp Init FY14	15838.00	0.00	0.00	15838.00	0.00	.00
B 135	Title I School Imp Init FY 15	124192.00	0.00	0.00	0.00	124192.00	100.00
B 151	Title III Part A Eng Lang 2015	198369.44	0.00	1168.34	29041.69	168159.41	84.77
B 152	Title III Part A Eng Lang 2014	55.08-	0.00	0.00	55.08-	0.00	.00
B 179	21st Century Com Lg Cent 14/15	0.00	0.00	0.00	11577.36	11577.36-	.00
B 180	21st Century Com Lg Cntr 14	16437.74	0.00	0.00	16437.74	0.00	.00
B 201	IDEA Part B Pre K 2014-2015	109723.00	181.20	0.00	23166.54	86375.26	78.72
B 206	IDEA Part B 2013-2014	79710.94	0.00	0.00	79710.94	0.00	.00
B 207	IDEA Part B 2014-2015	4095589.00	0.00	34118.20	902371.36	3159099.44	77.13
B 301	Adult Education FY 14/15	161885.00	14.37	357.70	44252.31	117260.62	72.43
B 302	Adult Education FY 13/14	1845.54	0.00	0.00	1845.54	0.00	.00
B 309	Carl Perkins Secondary FY 15	157851.00	775.20	5023.19	32033.40	120019.21	76.03
B 310	Carl Perkins Sec Voc Ed FY14	4928.25	0.00	0.00	4928.25	0.00	.00
	*	10974064.96	3067.14	154068.64	2207248.10	8609681.08	78.45

FND - 421 Special Revenue -Other-Fed Dir		PRD-00 BEGINNING			PRD-04	OCTOBER	2014	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	%	REM
B	203	SEDNET ALLOCATION	20386.00	0.00	8900.50	3937.50	7548.00	37.03
B	315	Carl Perkins Post Sec FY14/15	28359.00	706.57	0.00	3777.92	23874.51	84.19
		*	48745.00	706.57	8900.50	7715.42	31422.51	64.46

FND - 422 Special Revenue - Other - Reim		PRD-00 BEGINNING			PRD-04	OCTOBER	2014	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	%	REM
B	114	PROJECT10 CONNECT MINI GRANT	1000.05	0.00	0.00	1000.05	0.00	.00
B	205	UDL THROUGH TECHNOLOGY 14/15	50000.00	0.00	28454.38	9718.94	11826.68	23.65
		*	51000.05	0.00	28454.38	10718.99	11826.68	23.19



FND - 434 Special Rev Race To The Top		PRD-00 BEGINNING			PRD-04	OCTOBER	2014	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	%	REM
B	433	PROF.DEV.FOR DIGITAL LEARNING	75000.00	17550.00	0.00	0.00	57450.00	76.60
B	434	Race To The Top 2010 - 2014	613741.49	11000.00	43838.21	126168.74	432734.54	70.51
		*	688741.49	28550.00	43838.21	126168.74	490184.54	71.17

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
REQUEST 093 TOTAL	11762551.50	32323.71	235261.73	2351851.25	9143114.81	77.73

COPY

**NORTH COUNTY CHARTER SCHOOL, INC.**

**Financial Statements  
with  
Independent Accountants' Compilation Report**

October 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 October 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

November 18, 2014

(North County Charter School, Inc.) with MSID Number (5003)  
Indian River County, Florida  
Balance Sheet (Unaudited)  
October 31, 2014

	<u>Accounts</u>	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Debt Service</u>	<u>Capital Outlay</u>	<u>Total Governmental Funds</u>
<b>ASSETS</b>						
Cash and cash equivalents	1110	\$ 653,296.38	\$ -	\$ -	\$ -	\$ 653,296.38
Investments	1160					-
Grant receivables	1130					-
Other current assets	12XX					-
Deposits	1210					-
Due from other funds	1140	6,023.22			19,123.88	25,147.10
Due from local sources	1145	-				-
Other long-term assets	1400					-
<b>Total Assets</b>		<u>\$ 659,319.60</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 19,123.88</u>	<u>\$ 678,443.48</u>
<b>LIABILITIES AND FUND BALANCE</b>						
<b>Liabilities</b>						
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		25,147.10		-	25,147.10
<b>Total Liabilities</b>		<u>-</u>	<u>25,147.10</u>	<u>-</u>	<u>-</u>	<u>25,147.10</u>
<b>Fund Balance</b>						
Nonspendable	2710					-
Restricted	2720		(25,147.10)		19,123.88	(6,023.22)
Committed	2730					-
Assigned	2740					-
Unassigned	2750	659,319.60	-	-	-	659,319.60
<b>Total Fund Balance</b>		<u>659,319.60</u>	<u>(25,147.10)</u>	<u>-</u>	<u>19,123.88</u>	<u>653,296.38</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>		<u>\$ 659,319.60</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 19,123.88</u>	<u>\$ 678,443.48</u>

See independent accountant's compilatopn 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 October 31, 2014**

FTE Projected  
FTE Actual

1842571  
634383.74

34% Percent of Projected

	Account Number	General Fund				Special Revenue			
		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			
<b>Revenues</b>									
<b>FEDERAL SOURCES</b>									
Federal direct	3100	\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%
Federal through state and local	3200								
<b>STATE SOURCES</b>									
FEFP	3310	159303.23	634383.74	1842571	34%				
Capital outlay	3397								
Class size reduction	3355								
School recognition	3361			25600	0%				
Other state revenue	33XX	4310.04	6333.6						
<b>LOCAL SOURCES</b>									
Interest	3430								
Local capital improvement tax	3413								
Other local revenue	34XX	14,007.00	33,035.29	108,548.00	30%	11,003.92	16,398.36	100,000.00	16%
<b>Total Revenues</b>		<b>177,620.27</b>	<b>673,752.63</b>	<b>1,976,719.00</b>	<b>34%</b>	<b>11,003.92</b>	<b>16,398.36</b>	<b>100,000.00</b>	<b>16%</b>
<b>Expenditures</b>									
<b>Current Expenditures</b>									
Instruction	5000	77,925.30	269,319.26	1,023,562.00	26%				
Instructional support services	6000	-	700.00	1,315.00	53%				
Board	7100	-	1,435.42	3,800.00	38%				
School administration	7300	22,556.25	75,331.13	258,887.00	29%				
Facilities and acquisition	7400	-	-	4,100.00	0%				
Fiscal services	7500	325.00	9,700.00	12,680.00	76%				
Food services	7600					12,378.92	41,545.46	118,521.00	35%
Central services	7700								
Pupil transportation services	7800	-	-	24,784.00	0%				
Operation of plant	7900	11,885.78	77,912.63	139,358.00	56%				
Maintenance of plant	8100	547.21	3,179.42	2,716.00	117%				
Administrative technology services	8200								
Community services	9100								
Debt service	9200	26,410.95	112,674.61	324,642.00	35%				
<b>Total Expenditures</b>		<b>139,650.49</b>	<b>550,252.47</b>	<b>1,795,844.00</b>	<b>31%</b>	<b>12,378.92</b>	<b>41,545.46</b>	<b>118,521.00</b>	<b>35%</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>		<b>37,969.78</b>	<b>123,500.16</b>	<b>180,875.00</b>	<b>68%</b>	<b>(1,375.00)</b>	<b>(25,147.10)</b>	<b>(18,521.00)</b>	<b>136%</b>
<b>Other Financing Sources (Uses)</b>									
Transfers in	3600								
Loan proceeds	3700								
Transfers out	9700								
<b>Total Other Financing Sources (Uses)</b>		<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>	
<b>Net Change in Fund Balances</b>		<b>37,969.78</b>	<b>123,500.16</b>	<b>180,875.00</b>	<b>68%</b>	<b>(1,375.00)</b>	<b>(25,147.10)</b>	<b>(18,521.00)</b>	<b>136%</b>
Fund balances, beginning			535,819.44						
Adjustments to beginning fund balance									
<b>Fund Balances, Beginning as Restated</b>		<b>-</b>	<b>535,819.44</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>	
<b>Fund Balances, Ending</b>		<b>\$ 37,969.78</b>	<b>\$ 659,319.60</b>	<b>\$ 180,875.00</b>	<b>365%</b>	<b>\$ (1,375.00)</b>	<b>\$ (25,147.10)</b>	<b>\$ (18,521.00)</b>	<b>136%</b>

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
\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%
				14158	27998	85000	33%	159,303.23	634,383.74	1,842,571.00	34%
								14,158.00	27,998.00	85,000.00	33%
								-	-	25,600.00	0%
								4,310.04	6,333.60	-	
								-	-	-	
								25,010.92	49,433.65	208,548.00	24%
				14,158.00	27,998.00	85,000.00	33%	202,782.19	718,148.99	2,161,719.00	33%
								77,925.30	270,981.26	1,046,502.00	26%
								-	700.00	1,315.00	53%
								-	1,435.42	3,800.00	38%
								22,556.25	75,331.13	258,887.00	29%
								-	7,212.12	9,100.00	79%
								325.00	9,700.00	12,680.00	76%
								12,378.92	41,545.46	118,521.00	35%
								-	-	24,784.00	0%
								11,885.78	77,912.63	139,358.00	56%
								547.21	3,179.42	5,016.00	63%
								-	-	-	
								26,410.95	112,674.61	324,642.00	35%
								-	8,874.12	30,240.00	29%
				14,158.00	19,123.88	54,760.00	35%	152,029.41	600,672.05	1,944,605.00	31%
								50,752.78	117,476.94	217,114.00	54%
								-	-	-	
								-	-	-	
								-	-	-	
								-	-	-	
				14,158.00	19,123.88	54,760.00	35%	50,752.78	117,476.94	217,114.00	54%
								-	535,819.44	-	
								-	-	-	
								-	535,819.44	-	
\$ -	\$ -	\$ -	%	\$ 14,158.00	\$ 19,123.88	\$ 54,760.00	35%	\$ 50,752.78	\$ 653,296.38	\$ 217,114.00	301%

**COPY**

**NORTH COUNTY CHARTER SCHOOL, INC.**

**Financial Statements  
with  
Independent Accountants' Compilation Report**

November 30, 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 November 30, 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

December 16, 2014

**(North County Charter School, Inc.) with MSID Number (5003)**  
**Indian River County, Florida**  
**Balance Sheet (Unaudited)**  
**November 30, 2014**

<b>ASSETS</b>	<b>Accounts</b>	<b>General Fund</b>	<b>Special Revenue Fund</b>	<b>Debt Service</b>	<b>Capital Outlay</b>	<b>Total Governmental Funds</b>
Cash and cash equivalents	1110	\$ 697,777.38	\$ -	\$ -	\$ -	\$ 697,777.38
Investments	1160					-
Grant receivables	1130					-
Other current assets	12XX					-
Deposits	1210					-
Due from other funds	1140	2,154.16			19,123.88	21,278.04
Due from local sources	1145	-				-
Other long-term assets	1400					-
<b>Total Assets</b>		<b>\$ 699,931.54</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,123.88</b>	<b>\$ 719,055.42</b>
<b>LIABILITIES AND FUND BALANCE</b>						
<b>Liabilities</b>						
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		21,278.04		-	21,278.04
<b>Total Liabilities</b>		<b>-</b>	<b>21,278.04</b>	<b>-</b>	<b>-</b>	<b>21,278.04</b>
<b>Fund Balance</b>						
Nonspendable	2710					-
Restricted	2720		(21,278.04)		19,123.88	(2,154.16)
Committed	2730					-
Assigned	2740					-
Unassigned	2750	699,931.54	-	-	-	699,931.54
<b>Total Fund Balance</b>		<b>699,931.54</b>	<b>(21,278.04)</b>	<b>-</b>	<b>19,123.88</b>	<b>697,777.38</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>		<b>\$ 699,931.54</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,123.88</b>	<b>\$ 719,055.42</b>

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 November 30, 2014**

	FTE Projected	43% Percent of Projected							
	FTE Actual								
	1842571								
	792132.76								
		General Fund				Special Revenue			
	Account Number	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
<b>Revenues</b>									
<b>FEDERAL SOURCES</b>									
Federal direct	3100	\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%
Federal through state and local	3200								
<b>STATE SOURCES</b>									
FEFP	3310	157749.02	792132.76	1842571	43%				
Capital outlay	3397								
Class size reduction	3355								
School recognition	3361			25600	0%				
Other state revenue	33XX	5228.16	11561.76						
<b>LOCAL SOURCES</b>									
Interest	3430								
Local capital improvement tax	3413								
Other local revenue	34XX	6,989.00	40,024.29	108,548.00	37%	13,031.29	29,429.65	100,000.00	29%
<b>Total Revenues</b>		<b>169,966.18</b>	<b>843,718.81</b>	<b>1,976,719.00</b>	<b>43%</b>	<b>13,031.29</b>	<b>29,429.65</b>	<b>100,000.00</b>	<b>29%</b>
<b>Expenditures</b>									
<b>Current Expenditures</b>									
Instruction	5000	75,931.95	345,251.21	1,023,562.00	34%				
Instructional support services	6000	-	700.00	1,315.00	53%				
Board	7100	-	1,435.42	3,800.00	38%				
School administration	7300	17,964.32	93,295.45	258,887.00	36%				
Facilities and acquisition	7400	-	3,427.22	4,100.00	84%				
Fiscal services	7500	325.00	10,025.00	12,680.00	79%				
Food services	7600					9,162.23	50,707.69	118,521.00	43%
Central services	7700								
Pupil transportation services	7800	-	-	24,784.00	0%				
Operation of plant	7900	8,634.67	83,120.08	139,358.00	60%				
Maintenance of plant	8100	87.35	3,266.77	2,716.00	120%				
Administrative technology services	8200								
Community services	9100								
Debt service	9200	26,410.95	139,085.56	324,642.00	43%				
<b>Total Expenditures</b>		<b>129,354.24</b>	<b>679,606.71</b>	<b>1,795,844.00</b>	<b>38%</b>	<b>9,162.23</b>	<b>50,707.69</b>	<b>118,521.00</b>	<b>43%</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>		<b>40,611.94</b>	<b>164,112.10</b>	<b>180,875.00</b>	<b>91%</b>	<b>3,869.06</b>	<b>(21,278.04)</b>	<b>(18,521.00)</b>	<b>115%</b>
<b>Other Financing Sources (Uses)</b>									
Transfers in	3600					-	-		
Loan proceeds	3700								
Transfers out	9700								
<b>Total Other Financing Sources (Uses)</b>		<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>	
<b>Net Change in Fund Balances</b>		<b>40,611.94</b>	<b>164,112.10</b>	<b>180,875.00</b>	<b>91%</b>	<b>3,869.06</b>	<b>(21,278.04)</b>	<b>(18,521.00)</b>	<b>115%</b>
Fund balances, beginning			535,819.44						
Adjustments to beginning fund balance									
<b>Fund Balances, Beginning as Restated</b>		<b>-</b>	<b>535,819.44</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>	
<b>Fund Balances, Ending</b>		<b>\$ 40,611.94</b>	<b>\$ 699,931.54</b>	<b>\$ 180,875.00</b>	<b>387%</b>	<b>\$ 3,869.06</b>	<b>\$ (21,278.04)</b>	<b>\$ (18,521.00)</b>	<b>115%</b>

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			
\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%
				0	27998	85000	33%	157,749.02	792,132.76	1,842,571.00	43%
								-	27,998.00	85,000.00	33%
								-	-	25,600.00	0%
								5,228.16	11,561.76	-	
								-	-	-	
								-	-	-	
								20,020.29	69,453.94	208,548.00	33%
								182,997.47	901,146.46	2,161,719.00	42%
				-	1,662.00	22,940.00	7%	75,931.95	346,913.21	1,046,502.00	33%
								-	700.00	1,315.00	53%
								-	1,435.42	3,800.00	38%
				-	-	5,000.00	144%	17,964.32	93,295.45	258,887.00	36%
				-	7,212.12			-	10,639.34	9,100.00	117%
								325.00	10,025.00	12,680.00	79%
								9,162.23	50,707.69	118,521.00	43%
								-	-	24,784.00	0%
								8,634.67	83,120.08	139,358.00	60%
						2,300.00	0%	87.35	3,266.77	5,016.00	65%
								-	-	-	
								26,410.95	139,085.56	324,642.00	43%
				-	8,874.12	30,240.00	29%	138,516.47	739,188.52	1,944,605.00	38%
				-	19,123.88	54,760.00	35%	44,481.00	161,957.94	217,114.00	75%
								-	-	-	
								-	-	-	
								-	-	-	
				-	19,123.88	54,760.00	35%	44,481.00	161,957.94	217,114.00	75%
								-	535,819.44	-	
								-	535,819.44	-	
								-	-	-	
\$ -	\$ -	\$ -	%	\$ -	\$ 19,123.88	\$ 54,760.00	35%	\$ 44,481.00	\$ 697,777.38	\$ 217,114.00	321%

Please find below the Facilities Update Report:

**Citrus Elementary School Cafeteria Expansion**

The wall for the Citrus Cafetorium are up and the steel is nearly complete. The grading is taking place inside to pour the concrete floor. The underground utilities are being installed now, and the building is still on schedule to be complete in June.



## Administration Building

The retention pond has been expanded and the fill redistributed on the site to bring the parking lot and building pad up to grade. Underground utilities are underway with most of the materials having been ordered, and the vertical construction is slated to begin in February.





## Playground Project

The playground project is nearly complete Districtwide with Pelican Island Elementary being the final stage. The Pre-K playground, Primary playground, and Intermediate playground all received new equipment, surfacing, and fencing.





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